Commonwealth of Virginia
Virginia Information Technologies Agency

STAFF AUGMENTATION SERVICES

Optional Use Contract

Date:	March 26, 2004
Contract #:	VA-020808-TIAV
Authorized User:	State Agencies, Institutions, and other Public Bodies as defined in the VPPA
Contractor:	Titan Systems Corporation 1593 Springhill Rd. Suite 700 Vienna, VA 22182-2249
FIN:	330783980
Contact Person:	Sewanee Johnson Voice: 703-852-4288 Fax: 703-827-5560 Email: sewanee.johnson@titan.com
FOB:	Destination
Term:	August 30, 2002 – August 29, 2004
Payment:	Net 30 days

For Additional Information, Please Contact:

Technical Information:
Ann Sells, CPPB, VCO
Supply Chain Management
Virginia Information Technologies Agency
Phone: 804-371-5988
E-Mail: ann.sells@vita.virginia.gov
Doug Crenshaw, VCO
E-Mail: doug.crenshaw@vita.virginia.gov
Fax: 804-371-5969

Contract Compliance Information:
Mrs. Akua Burns
Phone: 804-371-5987
E-Mail: akua.burns@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.asd.virginia.gov

CONTRACT # VA-020808-TIAV
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	To update DIT contact information	11/18/02
2	To update Vendor email address	03/11/03
3	To update VITA information	07/01/03
4	To update VITA contact information	03/26/04

COMMONWEALTH OF VIRGINIA Department of Information Technology

SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMUNICATIONS				FIN: 33-078-3980	
1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-020808-TIAV	2002-048	Jun 20, 2002	Jul 9, 2002	107	D119

For Information Call: J. B. Edmonds (804) 371-5948

6. ISSUING OFFICE:	7. SHIP TO:
Department of Information Technology Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmond, Va. 23219-9300 ATTN: Bid Section	Locations as Specified on Requesting Agency's Work Order

SOLICITATION

8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule and Attachments A, E & F, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies of the Invitation For Bids. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time July 9, 2002. CAUTION – LATE OFFERS: See Paragraph 3 of the Solicitation Instructions.

This is an advertised solicitation which consists of (1) schedule of Products and Services, Pages 2 thru 11; (2) the solicitation instructions S-1 thru S-3; (3) The Basic Ordering Agreement Page BOA-1 thru BOA-26 (which includes Attachments 1, 2 and 3); and other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time July 9, 2002, in the ASD Conference Room, 110 South 7th Street, East Lobby Level, Richmond, VA 23219.

All offers are subject to the terms and conditions set forth in the above referenced sections of this Solicitation.

Paul H. Dodson, Director
Acquisition Services

Signature

OFFER

In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule.

9. CONTRACTOR: Titan Systems Corp-CGSG	10: BILL TO:
Company Name: 1593 Spring Hill Rd, Suite 700 Address: Vienna, Virginia 22182-2249 City, State: Signature: Sewanee B. Johnson Name (Typed): Sewanee B. Johnson Title: Sr. Contracts Manager Phone: 703-852-4288	Locations as Specified on Requesting Agency's Work Order

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
As delineated on Appendix 1, attached hereto and incorporated herein.	Per order	Aug 30 2002

14. Name of Contracting Officer:	15. COMMONWEALTH OF VIRGINIA	PAGES:
Jeff Davis Contracts Manager	By:	1 of 11

FORM 62 Rev. 12/15/2000

Appendix 1

Appendix 1 to contract # VA-020808-TIAV as identified in block 1, Form 62, page 1. This Appendix 1 is incorporated into and made part of Contract VA-020808-TIAV.

Contractor: Titan Systems

Service Category	**On-Site Rate**	**Off-Site Rate**	**Off-Shore Rate**
SC14 IT Systems Management Services	41.63		

Only sub categories (On-Site, Off-Site and Off-Shore) with a posted amount indicates an award.

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Titan Systems Corporation-CGSG	(RDD) 30 DAYS ARO	

1. The Department of Information Technology (DIT) desires to establish multiple statewide contracts with qualified vendors for the purpose of obtaining Staff Augmentation with established rates for information technology professionals for state agencies, institutions and other public bodies as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA), hereinafter referred to as "Authorized Users", on an as-needed basis.

2. Awards, if made, will be to firms with the lowest hourly rate in the service categories listed in the schedule. There are 19 IT Service Categories and separate awards will be made for on-site, off-site and off-shore services in each Service Category (a total of 57 sub-categories).

   Each vendor shall provide with their bid a diskette or CD-ROM containing their rates on an Excel Spreadsheet that can be downloaded from : http://asd.state.va.us/bids/200248.htm. Vendors may make changes to this sheet only as stated in this solicitation. A printed copy of the spreadsheet must also be provided with the bid response. MAKE SURE THE DISK IS LABELED WITH THE FIRM'S NAME.

   Bidders shall make Attachment "A" the first page of their submission. The attachment will be followed by the cover (page 1) of the solictation, the page printed from the spreadsheet and immediately followed by the remainder of the solicitation document and required attachments. Failure to follow the above procedure may delay the evaluation of a vendor's proposal and may result in a non-responsive bid determination.

3. The solicitation document consists of:

   The Cover Page
   Rate Schedule (Page 2)
   Bid Notes (Pages 3-10)
   Attachment A Certification
   Attachment B Service Category Descriptions
   Attachment C IT Qualifications Form (ITSS)
   Attachment D Sample Purchase Order
   Attachment E Instruction for Completing the Rate Schedule
   Attachment F Vendor Profile
   Attachment G Volume Sales Report Sample
   Attachment H Sample Statement of Work

   Basic Ordering Agreement and Terms and Conditions

   Attachment 1 to the BOA Certification Regarding Lobbying
   Attachment 2 to the BOA Work Order
   Attachment 3 to the BOA Sample Task Order

4. The hourly rate bid by the bidders will be their fully burdened hourly rate for a fully qualified individual, within each Service Category. The Commonwealth defines "fully qualified" as:

   * 5 years of experience and demonstrated skills in the service category in which a person is proposed

   or;

   * 3 years of experience and demonstrated skills in the service category in which the person is proposed and either:

   * an industry recognized certification in a field directly related to the service category in which an individual is proposed, or
   * Degree in a field of study directly related to the service category in which an individual is proposed

   For Service Categories SC8 (Desktop Support), SC13 (Help Desk Support) and SC14 (IT Operations Support), "fully qualified" shall be defined as having One (1) year of directly related experience in the Service Category.

   For particular assignments, Authorized Users, in their sole discretion, may determine that they do not need the level of qualifications specified above, or they may determine that they need individuals with qualifications much higher than specified above (more than 2 additional years extra experience or specialized training needed by the agency). In such cases, Authorized Users and the contractor may agree to modify the qualification requirements for a specific work order in exchange for an appropriate adjustment in hourly rate. This must be done in accordance with the modification clause (BOA Section 44 ("Changes/Amendments")

   Each responding vendor must have at least one "fully qualified" individual in each service category in which they submit a bid.

5. DIT intends to make multiple awards in each category provided sufficient bids are received and competition exists. Providing DIT determines that sufficient competition exists, it is DIT's intent to award to the lowest ten (10) bidders in each category and to make additional awards to bidders whose proposed hourly rate is within 30% of the rate proposed by the lowest bidder.

6. In order to qualify for award, each bidder must certify that their bid complies with the requirements listed in Attachment "A". The bidder shall certify by signing both the cover page of the solicitation document and the signature block on Attachment "A". Bidders who fail to submit an acceptable, signed Attachment "A" will not have their prices accepted for evaluation.

7. Each award will stand alone and a challenge to any proposed award will not affect the remaining awards. The Commonwealth reserves the right to cancel the solicitation in whole or in part and to make awards in less than all categories and to make determination of the number of awardees in each category.

8. These are OPTIONAL USE CONTRACTS to assist users in meeting their individual requirements for the service categories listed herein, however, the Commonwealth is not required to purchase IT services from any vendors which may win a contract under this solicitation. The Commonwealth reserves the option to advertise and contract for individual consulting services on any basis it may require during the term of the resulting contracts.

9. When responding to an Order from an "Authorized User", Vendors shall submit to the hiring agency an Information Technology Professional (ITSS) Qualification Form or resume of the proposed personnel in response to the "Authorized User's" Order. However, if a resume is submitted, all the information required on the ITSS Qualification Form must be provided. An example of the ITSS Qualification Form is found in Attachment C. The Vendor shall be provided a written, telephonic or faxed request setting forth the tasks, statement of work and/or required skills of the position(s). The vendor, upon receipt of the request, shall provide the "Authorized User" with the ITSS Qualification forms, or an acceptable alternative, of Vendor's qualified and available personnel within three (3) working days.

10. Hiring agencies shall review the qualifications of the individuals presented and shall have the option to conduct interviews with the candidates presented by the Vendor. If the "Authorized User", in its sole discretion, determines the individual(s) reviewed is/are acceptable, the "Authorized User" shall issue an Order for the specified individual(s). The Commonwealth reserves the right to refuse any or all individuals presented by the Vendor.

11. The Vendor shall accept or notify the issuing Agency that the Order is not acceptable within two (2) working days of receipt of the Order.

12. Upon acceptance of the Order, the consultant(s) named shall report for work no later than the date specified in the Order, which must be within ten (10) days, or a date mutually agreed upon by the Vendor and the hiring agency. The agreed upon date should be specified in the Order. Vendor shall specifically commit, and shall make available at the date(s) specified, the NAMED individual(s) identified in each Order after acceptance of the Order.

13. Vendor's personnel are not authorized to commence work on any project until the vendor has been provided a written Order issued under this contract. Any work performed by the contractor prior to the effective date of the Order may not be billed and/or accepted by the "Authorized User's" of the Commonwealth.

14. Many users of this contract will utilize contractors on projects that will require a criminal history check conducted through the Virginia State Police and a credit check through a reputable credit bureau.

15. In the event the specified individual fails to report at the time and date specified in the Order, the Vendor shall be considered to have breached the Order and the Commonwealth may take such actions as are set forth in the Terms and Conditions of the BOA for the acquisition of IT support services (BREACH).

16. The Vendor agrees not to remove any personnel assigned under an Agency's Order without the approval of the hiring Agency's Project Officer (person issuing the original order or their designee). In the event the individuals assigned (NAMED) on an Order become unavailable, either through sickness, resignation from the firm or inability to perform at an acceptable level, the Vendor agrees to provide an approved replacement. If the replacement offered is unacceptable to the Commonwealth, the Order may be terminated at the sole option of the using agency.

17. Should Vendor's IT professional(s) be removed due to sickness, resignation, or failure to satifactorily perform his or her assigned duties, the replacement will perform his/her duties for a period of ten (10) working days at no cost to the Commonwealth. This period of time is provided for the new IT professional to become familiar with the Commonwealth's program(s) and his/her relationship to the overall system.

18. Work hours will be established by the hiring agency, however, normal work hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, (State holidays excluded). Vendor's personnel may be required to work unusual hours and times to meet project related requirements and/or suspense dates. When unusual hours are required, the hiring agency will provide sufficient advance notice for proper planning. All over-time (defined as any hours worked in excess of 40 hours within a calendar work week) must be authorized by the by the hiring agency in writing. Contractors may bill 150% of the hourly rate specified on the Order, for all overtime hours.

19. The Commonwealth reserves the right to refuse payment for hours expended which were not fully burdened and for hours expended on work that is subsequently determined by the Commonwealth to be unacceptable.

20. To be considered responsive to this solicitation, the vendor must agree to accept the terms and conditions set forth in the attached BOA and Work Order . Any modification or clarification to these terms and conditions will cause the bid to be rejected. See attached Solicitation Instructions, page S-2, paragraph 7.

21. Attachments 2 and 3 to the BOA and Attachment D (Purchase Order) contain sample Order forms that are examples of Ordering Documents which will be issued to the successful bidder(s) under this solicitation. Orders may also be received through eVA.

22. The Acquisition Services Division of DIT maintains a web site with a URL of http://asd.state.va.us. This web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Vendors are invited to check this site regularly. The web site should be checked prior to submission of bids to identify any amendments that may have been made subsequent to issuance.

23. Bidder's attention is directed to Section 2.b, page S-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed in the upper right hand corner of page 1 of the Invitation For Bids. Please place this number in this space. **PLEASE NOTE THAT FAILURE TO SUPPLY THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.**

24. It is the vendor's responsibility to inquire about and clarify any requirement of this IFB that is not clearly understood by the vendor. No oral, telephonic inquiries regarding this IFB will be accepted. The Commonwealth will not be bound by verbal responses to questions. All inquiries should be submitted in writing to (mark envelopes "Questions on IFB #2002-48").

Dept. of Information Technology
Attn: J. B. Edmonds/IFB #2002-48
110 South 7th Street, East Lobby
Richmond, Virginia 23219
Facsimile: (804) 371-5969
email: jedmonds@dit.state.va.us

All written inquiries must be received by the Issuing Office on or before the close of business June 28, 2002. Facsimiles are acceptable at (804) 371-5969 or e-mail to jedmonds@dit.state.va.us. Vendors will receive answers to written questions, if any, and any other information or correspondence relating to this IFB will be posted to ASD's web site.

25. VENDORS ARE REQUIRED TO REGISTER WITH EVA (www.eva.state.va.us) AND DIT. BIDS WILL NOT BE CONSIDERED IF THE VENDOR IS NOT REGISTERED. A completed registration form for DIT registration must be on file by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form. Vendors may also download a Vendor Application form from ASD's web site. eVA registration can be accomplished at the web site listed above.

26. Prior to an award, the Commonwealth will make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders to perform the contracts, and these may include, but may not be limited to reference checks and interviews.

    Using agency shall have the right to request and consider references for the individual(s) proposed by a contractor as a part of their evaluation of the suitability of the individual(s) for the tasks to be performed. Likewise the vendor must provide to user agencies, upon request, evidence of their financial stability.

27. Contractors are required to have a ONE page Profile sheet (see Attachment "F") on file with DIT for the duration of the contract. Vendors are encouraged to submit the sheet along with their bid.

28. All vendor personnel who are non-U.S. citizens must currently have the requisite documentation, i.e., a valid passport, visa, work permit or other documentation required by U.S. Immigration authorities necessary to provide the services required under this solicitation.

29. The contract period will be for a period of two years and begin upon execution of the contract by the Contracts Manager. The Commonwealth reserves the option to renew this contract for three (3) additional twelve (12) month periods and at its sole discretion will notify the vendors thirty (30) days prior to termination of the then current contract. Upon written request including justification from the contractor(s), the Commonwealth, at its sole option, may allow a rate increase in accordance with the Consumer Price Index (CPI), see Work Order (Attachment 2 of BOA), effective upon renewal of this contract.

30. ORDERING PROCEDURES FOR VENDORS AWARDED A CONTRACT

a. Once the contractor is informed of a requirement by the Commonwealth ("Authorized User") in the form of a Statement of Work, (See BOA, Attachment H), the contractor shall provide the requestor, within three (3) work days, the resume, qualification form and phone number of the proposed individual(s) available.

b. Prior to issuing an Order for consulting services, the Commonwealth reserves the right to interview each individual proposed. If it is determined, in the sole judgement of the Commonwealth, that an individual lacks sufficient knowledge or experience to perform the required tasks, the Commonwealth has the right of refusal.

c. Upon selection of an individual and written notification to the contractor, the individual will be available to commence work on the reporting date set forth in the respective Order (not more than ten (10) working days after notification unless agreed to in writing).

d. If an individual is unable to perform at an acceptable level within a reasonable length of time, as determined by the Commonwealth's sole judgement, the requestor shall have the right to terminate that individual's services. Notice of termination may be as little as one (1) work day. If it can be shown that an individual did not make productive use of his/her time, the requestor may, at it sole option, refuse payment for any hours billed against that individual.

e. The Contractor will be responsible for start up costs for the first eighty (80) hours whenever contractor personnel are replaced at the Contractor's request.

f. The Commonwealth will provide proper working facilities and consumable supplies commensurate with the task(s) to be performed.

g. Work may be performed at any "Authorized User" location statewide. The Contractor will provide for all living costs (e.g., meals, transportation and lodging) unless the consultant is asked to travel in the conduct of State business; then see j. below.

h. Contractor personnel will be expected to follow established directives and policies during the performance of assigned tasks.

i. From time to time, contractor personnel may be required to work week ends or to travel to locations other than their primary work place. In such cases, the contractor shall be reimbursed for meals, transportation and lodging as set forth in the Basic Ordering Agreement, The Commonwealth's Reimbursement Rates for Mileage, Meals and Incidental Travel Expenses. All invoices for travel shall not exceed the approved rate. TRAVEL WILL BE COUNTED AS NORMAL TIME NOT TO EXCEED 8 HOURS/DAY REGARDLESS OF THE ACTUAL TIME REQUESTED.

j. This contract does not allow for contractor's to charge "Authorized Users" for travel, lodging and meal expenses to relocate information technology consultants hired by an "Authorized User".

k. Should the contractor, at any time, be unable to provide fully qualified personnel from within his organization due to current workload, the contractor may provide personnel under a subcontractor type arrangement, at the rates awarded in the Schedule. The Commonwealth at its sole option, may elect to accept subcontractor personnel on an exception basis.

l. Contractor shall send all invoices to the requesting agency for consulting services rendered in response to Work Orders received.

31. Results of this solicitation will not be given out by telephone. Copies of the Notices of Intent to Award will be made available on the ASD web site (http://asd.state.va.us) as soon as a selection is made.

32. Vendors are advised to read and understand paragraphs 28 and 29, entitled "Contractor's Report of Sales" and "Industrial Funding Adjustment" in the Terms and Conditions (of the BOA). **FAILURE TO COMPLY WITH THESE PARAGRAPHS SHALL RENDER THE VENDOR'S BID NON-RESPONSIVE AND SUBJECT THIS AGREEMENT TO TERMINATION AND CANCELLATION.**

33. The Contractor shall submit the "IFA Report of Sales" to DIT by the 10th of the month reporting invoices for the preceeding month. IFA payment is due by the 30th of the same month based on the "IFA Report of Sales". An electronic report along with a hardcopy summary document shall be sent to the DIT Contracts Manager at the issuing office (an email address will be provided sucessful bidders). An example summary docuemnt is attached a Attachement "G". The hardcopy may be sent by traditional means or attached to an email as a Microsoft Word or Excel Document.

    The electronic report shall be a detailed record of the invoices and shall be in the form of either and Excel Spreadsheet, XML data file, Comma Delimited File or other standard file format, acceptable to DIT, that can prepared from the contractor's billing system. A detailed data definition document will be provided to successful bidders but would probably include the following data elements from each invoice:

    * Vendor's Tax Identification Number
    * Invoice Date
    * Invoice Number
    * Purchase Order Number (or other identifying Order number)
    * Agency Invoiced
    * Name of the Individual Contractor
    * Tax Identification Number of the Individual
    * Service Category and Sub-Category
    * Individual's Rate
    * Number of hours billed for the Individual
    * Total Dollars ($) Invoiced for the Individual

    Failure to comply with the reporting requirements will result dealt with in accordance to the contract Breach procedures.

34. Bidders must be registered with the Electronic Virginia procurement solution (eVa) prior to the award. Bidders who are not registered with eVa will not be eligible for award. To register, visit: http://www.eva.state.va.us.

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Titan Systems Corporation-CGSG	(RDD) 30 DAYS ARO	

35. Contractual Terms and Conditions are attached to this document in the form the BOA and its attachments. DIT will not sign or execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement. "Authorized Users" may place orders under this contract in accordance with the stated procedures, provided such orders do not change the BOA outside of the rights granted ordering entities by DIT. The bidder agrees and understands that the "Authorized User" has no authority to change the terms and conditions and that any such changes have no validity beyond the powers specifically delegated by the Contracts Manager, DIT.

eMail Address of the person signing the bid: sewanee.johnson@titan.com

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF INFORMATION TECHNOLOGY (DIT)

BASIC ORDERING AGREEMENT (BOA)

This Basic Ordering Agreement (BOA) is entered into this ___ day of _____, 2002, by and between Titan Systems Corp a Delaware corporation authorized to do business in the Commonwealth of Virginia with a primary place of business at 1593 Spring Hill Road, Suite 700 Vienna, Virginia 22182-2249, hereinafter referred to as the "Contractor", and the Commonwealth of Virginia's Department of Information Technology (DIT) hereinafter referred to as "State", "Commonwealth" or "DIT".

This Agreement shall be construed as a continuing offer by the Contractor to perform specified services which the Commonwealth or Authorized User may accept from time to time by the placement of either Work Orders or Task Orders, hereinafter referred to as "Orders" as described herein. No obligation for services or costs shall be incurred by either party hereto unless and until an Order or other written authorization has been executed by either the Contracts Manager, DIT or Authorized User in accordance with this Agreement.

As used throughout, the following terms shall have the meaning set forth below:

The term "Agreement" means the Basic Ordering Agreement and includes the provisions identified below.

- The term "Work Order" means the additional terms and conditions attached to this Basic Ordering Agreement.
- The term "Authorized User" shall mean State agencies, institutions and other public bodies, as defined in Section 2.2-4301 of the Virginia Public Procurement Act
- The term "Task Order" means individual orders for services issued under the provisions of The BOA/Work Order.
- The term "Commonwealth" means the Commonwealth of Virginia's Department of Information Technology (DIT).

ARTICLE I - WORK ORDERS

1. Work Orders issued hereunder shall be initiated and processed as set forth in Article II herein.

2. Said Work Orders shall contain, among other provisions:

   a. A reference to this Agreement;

   b. Statement of Work;

   c. Statement of Type of Work Order and costs or price; and,

   d. Delivery or Performance Schedule.

3. An individual Work Order may be written :

a. A Work Order shall list the services to be performed by labor category of personnel desired together with specific computer or tabulating services and hourly costs associated with each. Time and Material Work Orders will contain a "Not to Exceed" limitation. When a "Not to Exceed" limitation is employed, it shall impose obligations upon the parties in accordance with the "Limitation of Cost" provisions in ARTICLE V - TERMS AND CONDITIONS.

4. Pricing for all Work Orders shall be in accordance with the rate schedule provided by the Contractor and set forth in IFB 2002-048, "the Schedule", in conjunction with all other provisions delineated herein.

5. All Work Orders shall be incorporated as an integral part of this Agreement. Additional terms and conditions or clauses concerning individual Work Orders may be included with and form part of the Work Order. In the event the additional terms and conditions and/or clauses included in a Work Order conflict with any terms and conditions or clauses of this Agreement, the terms of the Work Order shall govern as concerns that individual Work Order only.

ARTICLE II - ACTIVATION OF ORDERS

1. The following procedure will be used to initiate and activate an Order under this Agreement:

a. The Authorized User will prepare an Order in duplicate, together with all necessary technical attachments, and provide the Order to the Contractor.

b. The Contractor shall review the Order and, upon acceptance by the Contractor, cause the Order to be executed by a duly authorized Contractor representative, and return both Contractor executed documents to the Authorized User.

c. The Authorized User, upon acceptance of the Contractor's executed documents, shall execute the Order and return one fully executed Order to the Contractor. One fully executed Order shall be attached to and shall be made an integral part of this Basic Ordering Agreement (BOA).

ARTICLE III - PERIOD OF PERFORMANCE

1. This Agreement shall remain in full force and effect for a period of two (2) years from the date of award, unless sooner terminated or discontinued in accordance with other terms of this Agreement, or extended in accordance with the provisions of Attachment entitled the Work Order.

2. By agreement of the parties evidenced by written amendments hereto, this Agreement can be extended at the Commonwealth's sole discretion for three (3) additional one (1) year periods provided, however, that no additional costs are incurred unless specifically approved by the Contracts Manager, DIT.

3. The terms of this Agreement and its incorporated Work Order(s) and other related Orders shall survive the period of performance stated in Section 1 above until such time as all Work Orders and Orders (executed prior to the expiration date of this BOA) have been completely performed.

ARTICLE IV - INVOICING AND PAYMENT

1. Where performance contemplated by an Order is longer than one (1) month, the Contractor shall invoice monthly in arrears.

a. On Work Orders, invoices will be at the billing rates set forth in the Schedule for all efforts performed during the invoice period. Invoices shall provide as a minimum the following information:

(1) Name of assigned employee(s)
(2) Date of assignment
(3) Rate per hour
(4) Hours worked
(5) Order Number
(6) Contractor's Federal Tax Identification Number (FIN)

2. Where the performance under an individual Work Order is to be completed in less than one (1) month, the Contractor shall invoice the Authorized User for the full amount of the Work Order at the completion thereof.

3. A maximum of fifteen percent (15%) of each invoice may be withheld pending completion and acceptance of the total project.

ARTICLE V - TERMS AND CONDITIONS

1. ENTIRE AGREEMENT

It is expressly agreed that the Basic Ordering Agreement, the Work Order issued hereunder, IFB 2002-048 and Contractor's response thereto which have been accepted by the Commonwealth and has resulted in an award to the Contractor, and all Orders issued under this Agreement constitute the entire Agreement of the parties in relation to the subject matter hereof, and that no other agreement or understandings, verbal or otherwise, exist between the parties except as herein expressly set forth.

2. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site (www.dgs.state.va.us/dps/).

3. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over $10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Contractor.

5. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

10. CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

12. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall usually be free of Federal excise

and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

13. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Worker's Compensation - Statutory requirements and benefits.

b. Employers Liability - $100,000.

c. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

d. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

14. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at http://asd.state.va.us/ for a minimum of 10 days.

15. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

16. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

17. PAYMENT

a. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth or Authorized User shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination.

A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Authorized User for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Authorized User, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

18. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

19. RATES

The Rates identified in the schedule of this Contract are fully burdened hourly rates. Fully burdened means inclusive of all labor, meals, lodging and all other costs necessary for the Contractor to reasonably provide Services idendified herein.
ALL RATES IN THE SCHEDULE ARE INCLUSIVE OF THE IFA (INDUSTRIAL FUNDING ADJUSTMENT).

20. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or service es to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration

Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

21. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
B-22a

b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

22. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

23. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

24. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in herein or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

25. PATENT(S), COPYRIGHT(S), AND/OR TRADE SECRET(S) PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one (1 %) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs of paragraph 6. above.

26. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment 1 to the BOA, IFB 2002-048, and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

27. BREACH

In the event of breach by the Contractor of any authorized Order, the Commonwealth shall have the right to immediately, or thereafter, terminate the Order or the entire Basic Ordering Agreement (without affecting the Basic Ordering Agreement with respect to existing Orders). In the alternative, Commonwealth may give written notice to the Contractor specifying the breach and providing a period of time in which such breach must be corrected. If the breach is not corrected within the period of time specified, the Order may be terminated.

The Commonwealth's failure to exercise its right to terminate for breach under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke a contract in the event of any subsequent breach of any provisions of this Agreement.

28. CONTRACTOR'S REPORT OF SALES

The Contractor must report the monthly dollar value, in U.S. dollars, of all sales under this Contract by month. Contractor shall submit each monthly report within the first ten (10) calander days of the following month. With each monthly report, the Contractor shall also remit a summary report, which is identified as Attachment G to IFB 2002-048. The dollar value of a sale is the price paid by the Authorized User for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide both the monthly and the summary reports, signed, to the Contracts Manager, DIT. The report must show each individual item and quantities purchased and the Authorized User. The report is required to be electronic and shall be sent to the Contracts Manager, DIT. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

29. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each monthly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total monthly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the paragraph herein entitled "Contractor's Report of Sales". The IFA reimburses the

Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer in lieu of a check, however in the absence of an express written agreement from DIT that validates an EDI transfer agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

30. STANDARDS OF WORK

The Contractor agrees that the performance of work and services pursuant to an Order shall conform to the requirements of the Work Order and to high professional standards.

31. INSPECTION AND ACCEPTANCE

All work under an Order shall be subject to inspection by the Commonwealth, to the extent practicable at all times and places, including the period of design or processing, but in any event, prior to acceptance. All inspections by the Commonwealth shall be performed in such a manner as not to unduly delay the work. Unsatisfactory work shall be corrected prior to acceptance.

If any inspection or acceptance test is made by the Commonwealth on the premises of the Contractor, the Contractor, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the Commonwealth's inspectors in the performance of their duties. If the Commonwealth's inspection or test is made at a place other than the premises of the Contractor, it shall be at the expense of the Commonwealth when cost is incurred by the Contractor. Suitable acceptance criteria shall be included in the Work Statement as part of the Order.

32. RISK OF LOSS

All work, including data, after delivery to the Authorized User, but prior to acceptance, shall become the responsibility of the Authorized User to protect same from risk of loss, damage, or destruction. The Authorized User shall be liable for such loss, damage or destruction and replacement of the items so lost, damaged or destroyed shall be at the sole expense of the Authorized User. To minimize potential problems due to this loss, damage, or destruction, Contractor shall insure that additional copies of the work are available at Contractor's office.

33. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor agrees that proprietary information disclosed by the Authorized User to the Contractor for the purpose of an Order shall be held in confidence, as required by this Section and others herein, and used only in performance of the Order. No item designed for or by the Aurhorized User shall be duplicated or furnished to others without prior written consent of the Aurhorized User. All products of an Order are the sole and exclusive property of the Authorized User.

34. EXCUSABLE DELAY

The Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the Contractor or its subcontractor(s). Such causes may include, but are not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors.

35. SEVERABILITY

Each paragraph and provision of this Agreement is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

36. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

37. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

38. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

39. PRIME CONTRACTOR RESPONSIBILITIES;

The contractor shall be responsible for completely supervising and directing the work under

this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

40. LIMITATION OF COST

It is hereby stipulated and agreed that the total cost to the Commonwealth or Authorized User for the performance of each Order will be within the "Not to Exceed" funding limitation set forth in the Order, and the Contractor agrees to perform the work specified and all obligations under the Order within such funding limitation. The Contractor agrees to notify the Authorized User in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation and will include in such notification an estimate to complete the requirements of the Order.

The Authorized User shall not be obligated to reimburse the Contractor for billing in excess of appropriated funding up to the funding limitation set forth in the Order, and the Contractor shall not be obligated to continue performance of the Order or to incur costs in excess of the funding limitations unless and until a written amendment to the Order increasing the funding limitation is approved by the Authorized User.

41. EXAMINATION OF RECORDS

The Contractor agrees to keep and maintain adequate records, pertinent documents and papers involving transactions related to each Order for a period of five (5) years from the date of final payment.

The Contractor agrees that the Commonwealth's Auditor of Public Accounts, his duly authorized representative, or such other Commonwealth body appointed by the State shall have access to and the right to examine any such directly pertinent records, documents, and papers involving transactions related to each Order.

42. TERMINATION OF WORK ORDERS FOR CONVENIENCE

Any individual Order under this Agreement may be terminated, in whole or in part, by the Commonwealth and or the Authorized User for its convenience.

(1) Upon receipt of such written notice of termination as specified above, the Contractor shall, cease all work and within thirty (30) days after receipt of written notice of termination, file a claim with the Authorized User which shall include an invoice for all costs incurred prior to termination.

(2) Upon receipt of payment for the Contractor's final invoice and the termination claim, the Contractor shall turn over to the Authorized User all completed programs, reports, data diagrams, and other materials generated during the performance of the terminated Order.

(3) When the Commonwealth determines that the Contractor is in breach of this Basic Ordering Agreement and/or any Order incorporated hereunder, in no event shall any monies be due the Contractor for products or services which have not been delivered or services performed which are deemed unacceptable by the Commonwealth.

43. TERMINATION OF BASIC ORDERING AGREEMENT FOR CONVENIENCE

This Agreement may be terminated upon thirty (30) days written notice by the Commonwealth of Virginia. Consistent with Article III, Section 3, the terms of this Agreement, its incorporated Work Order and related Orders shall survive the effective date of termination until such time as all Orders (executed prior to the termination of this BOA) have been completely performed in accordance with Article V, herein.

44. CHANGES/AMENDMENTS

This contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below and the individual denoted in block #9, form 62. By written notice to the Contractor, the Authorized User may, from time to time, make changes in drawings, designs, specifications, place of delivery, and property and services being furnished to the Contractor by the Authorized User. If any change causes an increase or decrease in price of an Order, in the time required for its performance, or otherwise affects any other provision of the Order, the Contractor shall promptly and before beginning the affected work, notify the DIT Contracts Manager and the Authorized User in writing that the Contractor intends to assert a claim for adjustment, and an equitable adjustment may be made and incorporated into the Order. **THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY AUTHORIZED USER'S TECHNICAL PERSONNEL OR OTHER REPRESENTATIVES SHALL BE DEEMED EXPRESSIONS OF PERSONAL OPINIONS ONLY AND SHALL NOT AFFECT THE CONTRACTOR'S AND COMMONWEALTH'S RIGHTS AND OBLIGATIONS HEREUNDER UNLESS THE SAME IS IN WRITING SIGNED BY THE PARTIES AND EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE TO THE ORDER.**

The official for approval of any Contract modification is:

Commonwealth of Virginia
Department of Information Technology (DIT)
DIT Contracts Manager
Richmond Plaza Building, Lobby Level
110 South 7th Street
Richmond, Virginia 23219

When placing an Order, an Authorized User, in its sole discretion, may determine that it does not need the level of qualifications specified in this Agreement, or may determine that it needs individuals with qualifications much higher than specified in this Agreement (more than 2 additional years extra experience or specialized training needed by the agency). In such cases, the Authorized User and the Contractor may agree to modify the qualification requirements for a specific Order in

exchange for an appropriate adjustment in the hourly rate. However, in no event may the hourly rate be increased to an amount more than 25% above the hourly rate specified in this Agreement. Any modification agreed to by the Authorized User and Contractor shall apply only to that specific Order and shall apply only if the agreed change is reduced to writing and signed by both the Contractor and the Authorized User before commencement of the work affected by the change. Such modifications that affect only a particular Order and which do no more than change the required qualifications and applicable hourly rate do not require approval of the DIT Contract's Manager.

45. COMMONWEALTH'S RIGHTS TO SOFTWARE AND DOCUMENTATION

All materials generated under an Order shall be considered work made for hire. The Commonwealth shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, data bases and documentation developed or generated under this Agreement, including, without limitation, unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the Commonwealth.

Contractor warrants that all documentation provided under an Order shall be of sufficient quality and detail to pass without objection in the trade and to enable outside parties and Authorized User staff to maintain or modify the materials generated hereunder. Such warranty shall extend beyond the date of final acceptance of materials generated hereunder for a period of one (1) year.

46. INTELLECTUAL PROPERTY RIGHTS

The Contractor hereby agrees that the rights granted by Section 45 of this Agreement are irrevocable. Notwithstanding anything else in this Agreement by the Commonwealth, the Contractor's remedy shall not include any right to rescind, terminate or otherwise revoke or invalidate the provisions of Section 45 of this Agreement. Similarly, no termination of this Agreement by the Commonwealth shall have the effect of rescinding, terminating or otherwise invalidating the provisions of Section 45 of this Agreement.

47. CONFIDENTIALITY OF INFORMATION

CONTRACTOR AGREES TO OBSERVE COMPLETE CONFIDENTIALITY WITH RESPECT TO ALL ASPECTS OF ANY CONFIDENTIAL INFORMATION, PROPRIETARY DATA AND/OR TRADE SECRETS AND ANY PARTS THEREOF, WHETHER SUCH CONTENTS ARE THE AUTHORIZED USER'S OR OTHER MANUFACTURER, CONTRACTOR OR DISTRIBUTOR WHEREBY CONTRACTOR OR ANY CONTRACTOR'S PERSONNEL MAY GAIN ACCESS WHILE ENGAGED BY THE AUTHORIZED USER OR WHILE ON AUTHORIZED USER PREMISES. REVEALING, COPYING OR USING IN ANY MANNER WHATSOEVER ANY SUCH CONTENTS WHICH HAVE NOT BEEN AUTHORIZED BY THE AUTHORIZED USER ARE STRICTLY PROHIBITED. THE RESTRICTIONS HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON AND SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE BINDING UPON THE CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBCONTRACTORS

OR ANY PARTY CLAIMING AN INTEREST IN THIS AGREEMENT ON BEHALF OF OR UNDER THE RIGHTS OF CONTRACTOR FOLLOWING ANY TERMINATION. CONTRACTOR SHALL ADVISE ALL CONTRACTOR'S AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS WHICH ARE ENGAGED BY THE AUTHORIZED USER OF THE RESTRICTIONS, PRESENT AND CONTINUING, SET FORTH HEREIN. CONTRACTOR SHALL DEFEND AND INCUR ALL COSTS, IF ANY, FOR ACTIONS WHICH ARISE AS A RESULT OF NON-COMPLIANCE BY CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS REGARDING THE RESTRICTIONS HEREIN.

48. PERIODIC PROGRESS REPORTS/INVOICES

For contracts requiring the submission of periodic contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

49. FINAL ACTUAL INVOLVEMENT REPORT

The contractor will submit, prior to completion or at completion of the contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

FIRM NAME ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
Totals for Business Class				

ATTACHMENT "1"
TO
BOA
IFB 2002-048
CERTIFICATION REGARDING LOBBYING

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

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Sewanee B Johnson

Printed Name: Sewanee B. Johnson, Sr. Contracts Manager

Organization: Titan Systems Corporation, Civil Government Services Group

Date: July 8, 2002

ATTACHMENT 2
TO
BOA
IFB 2002-048

COMMONWEALTH OF VIRGINIA

WORK ORDER

REFERENCE: Basic Ordering Agreement (BOA) between See Block # 9, DIT FORM #62, hereinafter referred to as "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", dated See Block #13, DIT Form #62 and Invitation for Bid (IFB) #2002-048, issued June 19, 2002 are incorporated herein by reference as integral parts of this Work Order.

DATE OF ISSUANCE: See Block #13, DIT Form #62

OBJECTIVE: To provide Authorized Users of the Commonwealth with qualified vendors for the purposes of obtaining Staff Augmantation Services to augment the Commonwealth's development as identified herein.

STATEMENT OF WORK: The Contractor shall provide qualified personnel, as identified by the above referenced IFB 2002-048 to fill the positions of:

SEE ATTACHMENT B

Expertise of Contractor's personnel shall be required in the disciplines listed in Attachment B.

TYPE OF AGREEMENT: This Work Order is issued under the provisions of the Basic Ordering Agreement referenced above.

ORDER OF PRECEDENCE:

Any conflict between the Basic Ordering Agreement (BOA), Work Order, and IFB 2002-048 will be resolved in the following order of precedence:

1st: The Work Order (Attachment 2 to BOA);

2nd: IFB 2002-048 dated June 2002;

3rd: Basic Ordering Agreement, deemed to have been entered into on (See Block #13, DIT Form #62);

4th: Related Orders issued hereunder.

CUSTOMER POINTS OF CONTACT

The individuals listed below are the Customer Points of Contact for requesting vendor coordination:

Jeff Jeffries, Program Manager
Sewanee B. Johnson, Sr. Contracts Manager
Both Individuals May be Reached at: 703-827-2606

PROCEDURE FOR ORDERS:

As per Note 8 of the Schedule.

And as follows:

CONTRACTOR'S PERSONNEL ARE NOT AUTHORIZED TO COMMENCE WORK ON ANY ORDER ISSUED UNDER THIS CONTRACT, UNTIL THE CONTRACTOR HAS COUNTERSIGNED THE ORDER AND RETURNED IT TO ISSUING OFFICE. AND WORK PERFORMED BY THE CONTRACTOR PRIOR TO THIS DATE MAY NOT BE BILLED AND/OR ACCEPTED BY AUTHORIZED USER's FISCAL OFFICER.

In the event the specified individual fails to report at the time/date specified in the Order, the Contractor shall be considered to have breached the Work Order and the State may take such actions as are set forth in the Terms and Conditions, of the BOA.

The use of subcontractor personnel is authorized as identified herein, IFB 2002-048.

PAYMENT OF INVOICES:

All invoices shall be submitted in accordance with Article IV of the BOA. The Contractor will provide Aurhorized User with an itemized invoice setting forth the specific tasks on which work was accomplished, the number of fully burdened hours expended, and the individual's name and rate against which the invoice is submitted. Fractions of fully burdened hours worked shall be pro-rated at that individual's hourly rate. Upon execution by both parties of a mutually agreed to

Order, invoices may be submitted on a monthly basis, in arrears, for work expended and shall be approved by Aurthorized User's Project Officer and Authorized usr's Fiscal Officer prior to payment.

AUTHORIZED USER RESERVES THE RIGHT TO REFUSE PAYMENT FOR HOURS EXPENDED WHICH WERE NOT FULLY BURDENED AND FOR HOURS EXPENDED ON WORK WHICH IS SUBSEQUENTLY DETERMINED BY CUSTOMER TO BE UNACCEPTABLE.

In the event Contractor's personnel are required by Authorized User to travel away from Authorized User's central facility to perform related tasks, Aurhorized User shall reimburse Contractor for actual out-of-pocket expenses in accordance with the latest published version of Department of Accounts' Travel and Lodging guidelines.

STATE'S RIGHTS TO COMPUTER SOFTWARE AND DOCUMENTATION: The Commonwealth of Virginia shall have unlimited rights (TITLE) to specific software, including source code, and all documentation developed or generated under this Contract. Unlimited rights shall mean the right to use in whole or part, in any manner or for any purpose whatsoever, and to have or permit others to do so.

REPORTING: Contractor shall provide a monthly report to the Authorized User's Project Officer setting forth the total number of hours invoiced each month and the total dollar value of services provided. **CONTRACTOR ACKNOWLEDGES ADDITIONAL MONTLY REPORTING OBLIGATIONS AS DELINEATED IN PARAGRAPHS 28 AND 29 ENTITLED CONTRACTOR'S REPORT OF SALES AND INDUSTRIAL FUNDING ADJUSTMENT, RESPECTIVELY, AS DELINEATED IN THE TERMS AND CONDTIONS OF THE BOA.**

HOURS OF OPERATION: Normal hours of operation will be from 8 a.m. to 5 p.m., Monday through Friday (State holidays excluded); however, Contractor's personnel may be required to work additional hours and weekends when required to meet Aurhorized User's project related requirements and/or suspense dates. When additional hours are required Authorized User's Project Officer will provide sufficient advance notice for proper planning.

RESOURCE COMMITMENT:

Contractor shall specifically commit, and shall make available at the date(s) specified, the NAMED individual(s) identified in each Order.

TERMINATION:

The Contractor agrees not to remove any personnel assigned under an Order without the approval of the Aurthorized User's Project Officer.

In the event the individual(s) assigned to a task become unavailable, either through reemployment or sickness, or unable to perform at an acceptable level, the Contractor agrees to provide a qualified replacement. If the replacement offered is unacceptable to Authorized User, the Order may be terminated, or at the sole option of Customer, allotted to other individuals under a new or existing Order. Replacement personnel may also be acquired from a third party Contractor.

Should any Contractor's personnel be removed due to sickness, reemployment, or for nonperformance of assigned tasks, the replacement will perform his/her duties for a period of ten (10) working days at no cost to Authorized User. This period of time is provided for the individual to become familiar with Authorized User's program(s) and his/her relationship to the Overall system.

BILLING

The billing rates listed in the Schedule of IFB#2002-048 are approved for the positions listed below:

Labor Category

SEE ATTACHMENT B

PRICE INCREASES

Contractor will provide the required services as as defined in this contract, at the prices in the Schedule for a period of two years.

Increases for additional periods shall, at the sole discretion of the Commonwealth, and if accepted, be effective on each anniversary date for each succeeding year. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. 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 price available to any other customer.

TERM: This Work Order will automatically terminate one year after award. However, the Commonwealth at its sole option, reserves the right to extend this Work Order for three additional one year periods. The Contractor will be given thirty days advance written notice of the Commonwealth's requirement to extend this Work Order.

THE CONTRACTOR AND THE COMMONWEALTH BY THEIR EXECUTION OF BLOCKS #9 AND #15 RESPECTIVELY ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS WORK ORDER, BOA, IFB 2002-048.

ATTACHMENT 3
TO
BOA
IFB 2002-048

COMMONWEALTH OF VIRGINIA

SAMPLE TASK ORDER
CONTRACT VA-00xxxx-xxx

TASK ORDER #00-___

APR # _____ DATE _____, 2002

CONTRACTOR _____ USING AGENCY _____

_____ _____

_____ _____

_____ _____

NAME	PERSONNEL CATEGORY	HOURLY RATE	REPORTING DATE	APPROXIMATE COMPLETION DATE

PROGRAM IDENTIFICATION

PROJECT OFFICER

TOTAL NOT TO EXCEED COST TASK ORDER #___

Name:
Phone:

By signing and returning this order the Contractor agrees that the terms and conditions of the Basic Ordering Agreement (BOA) between Contractor and the Commonwealth of Virginia dated _____, 2002
and Work Order VA-00XXXX-____ apply to this tasking.

CONTRACTOR

By:_____

Name:_____

Title:_____

Date:_____

AUTHORIZED USER

By:_____

Name:_____

Title:_____

Date:_____

IFB 2002-48
Staff Augmentation

Attachment "A"

Bidder Requirements

I Certify that:

1. My firm's primary service is the offering of consulting services, consistent with the service categories in which my firm has submitted prices in this solicitation and has been in this business for at least one year.

2. My firm unconditionally accepts the Terms and Conditions, Basic Ordering Agreement (BOA) and other requirements listed as notes in the solicitation document.

3. My firm agrees to the Industrial Funding Adjustment (IFA) and associated reporting requirements of the solicitation.

4. My firm agrees that the hourly rate quoted will be our standard rate for a "fully qualified" consultant in the Service Category for which he/she is proposed.

5. My firm has at least one "fully qualified" individual in each service category in which it has submitted a bid.

6. My firm agrees to participate in the Commonwealth's eVA electronic purchasing initiative.

Signature: Sewanee B. Johnson

Printed Name: Sewanee B. Johnson, Sr. Contracts Manager

Firm: Titan Systems Corporation, Civil Government Services Group

Date: July 8, 2002

Attachment B

INFORMATION TECHNOLOGY SUPPORT SERVICES CATEGORIES

	Service Category	Description
1	Computer Programming Services	Provides computer programming services in various languages, operating systems, and hardware platforms. Examples typically include services in various combinations of the following: coding, testing (all levels), commercial off-the-shelf software (COTS) integration, correcting, debugging, compiling, documentation, input/output functions, interfacing, change management, application and initial implementation training, enhancements, maintenance, and project leadership.
2	Computer Systems Analysis Services	Provides computer systems analysis services. Examples typically include services in various combinations of the following: feasibility study, requirements definition, data modeling, process modeling, prototyping, conceptual design, detail design, commercial off-the-shelf software (COTS) integration design, specifications construction, testing (all levels), implementation, COTS integration implementation, documentation, systems support and initial implementation training, data base 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.
3	Computer System Security Services	Provides computer system security services. Examples typically include 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 computerized equipment; administration of security of firewalls; project leadership.
4	Consulting Services – Enterprise Planning and Research	Provides strategic tactical and operational planning and research consulting services. Examples typically include services in various combinations of the following: evaluation, migration strategies (new systems, upgrades), planning, strategic initiatives, Joint Application Development (JAD) sessions, efficiency review, life cycle management, feasibility study, business and workflow process modeling, customer relationship management, business continuity planning, disaster recovery planning, enterprise wide strategic systems planning, business information planning, Business Process Re-engineering (BPR); quality control and quality assurance process management of automated and non-automated enterprise-wide systems; project leadership.

	Service Category	Description
5	Consulting Services – Middleware Integration	Provides middleware integration consulting services. Examples typically include 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.
6	Consulting Services – Operational Management	Provides operational and organizational consulting services. Examples typically include services in various combinations of the following: risk assessment, 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, organization restructuring, impact analysis, and project leadership.
7	Database Management Services	Provides database management services. Examples typically include services in various combinations of the following: consulting, design, modeling, development, deployment and management of databases on various platforms including mainframe, server and standalone PC; conducts database performance monitoring/measurement, systems stress testing, and quality control benchmarks, project leadership.
8	Desktop Support Services	Provides desktop support services. Examples typically include services in various combinations of the following: installation of commercial off-the-self (COTS), products optimizing, ghosting, desktop problem resolution analysis, installation of PCs, printers, scanners, and other PC peripherals; project leadership.
9	EDMS Services	Provides Electronic Document Management Systems (EDMS) services. Examples typically include 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; EDMS programming, systems analysis, document tracking, EDMS database management and systems design, development, implementation and initial implementation training specific to Electronic Document Management Systems

	Service Category	Description
		(EDMS); project leadership.
10	Electronic Commerce/EDI Services	Provides Electronic Commerce and Electronic Data Interchange (EDI) services. Examples typically include 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/EDI; project leadership.
11	Financial Analysis Services	Provides information technology financial analysis services. Examples typically include services in various combinations of the following: financial planning, cost control, compliance of systems/EDP audits, cost benefits/return-on-investments (ROI) analyses, Seat Management Total Cost of Ownership (TCO) analysis, technology procurements, and project leadership.
12	Help Desk Support Services	Provides Help Desk Support services. Examples typically include services in various combinations of the following: development, design, implementation and operation (on-site, off-site) of a Help Desk; problem solving, Help Desk documentation including all media, and other Help Desk duties; project leadership.
13	IT Operations Support Services	Provides Information Technology Operations support services. Examples typically include 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.
14	IT Systems Management Services	Provides information technology systems management support services. Examples typically include services in various combinations of the following: operating system installation and maintenance, system administration, troubleshooting, backup and recovery, disaster recovery implementation, security, networking, system migration, performance monitoring/measurement/tuning, system stress testing, change management, impact analysis, and project leadership.
15	IT Training Services	Provides Information Technology training services. Examples typically include 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 Commonwealth developed systems, course development and materials, train-the-trainer; project leadership.

	Service Category	Description
16	LAN/WAN Support Services	Provides local area network (LAN) and/or wide area network (WAN) support services. Examples typically include services in various combinations of the following: LAN/WAN business and technical requirements, connectivity and interoperability, feasibility and constraints, cost/benefit analysis, network engineering, workforce requirements, organizational impact on business processes, security requirements, documentation, determination of logical relationships and physical specifications; physical and logical installation, project scheduling, and timetable determination; integration of two or more LANs, or the integration of two or more LANs via a WAN; technical LAN/WAN support including problem determination and diagnosis; project leadership.
17	Network Security Services	Provides network security services. Examples typically include services in various combinations of the following: Includes, network security consulting 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.
18	Project Management Services	Provides Project Management services. Examples typically include 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.
19	Telecommunications Engineering Services	Provides telecommunications engineering services. Examples typically include services in various combinations of the following: service convergence issues, impact of deregulation, standards and interoperability, telecommunications asset management, emerging technologies and services deployment; 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.

ATTACHMENT C
ITSS PROFESSIONAL QUALIFICATION FORM

A. **NAME & SOCIAL SECURITY NUMBER:** Enter the name of the individual, and the Social Security Number. (Note: Failure to submit a social security number on this form will not prohibit bid or employment consideration. However, a social security number may be required on other forms prior to contract award).

B. **EMPLOYER:** Enter the current employer's name (Company name) of the individual being proposed. If the individual proposed in not currently employed with the Bidder or Subcontractor, but qualifies to be eligible to be proposed for this project, enter NONE for EMPLOYER.

C. **YEARS OF EXPERIENCE:** Enter the total number of years and months of service this individual has worked in the field of information technology.

D. **SERVICE CATEGORY:** Enter the service category for which this individual is being proposed. This must cross reference to the service category and descriptions shown in this solicitation.

E. **INFORMATION TECHNOLOGY EXPERIENCE:** List the individual's experience with the most recent first. Identify part time experience. Periods of no work should be explained. Clearly identify each employer including current address and telephone number of the contract period person. Include the individual's respective job title, duties, and accomplishments in the column headed responsibilities.

F. **OTHER EXPERIENCE:** List other work experience like government contracts, multi processor computer installations, large manual operations, or other professional experience(s).

G. **EDUCATION AND CERTIFICATION:** List the individual's education, including dates attended school(s), degrees, honors, and/or certifications (e.g., CPA, C.P., etc.).

H. **TECHNICAL EXPERIENCE:**
- Hardware Platforms
- Operating Systems, Utilities Report Writers
- Data Base Associate Development Languages/Tools
- Software Package Applications, Statistical Package
- PC Based Software
- Network Operating Systems/Devices (Hub, Router, Switches)
- Other

I. **RATE PROPOSED:** Provide rate Bidder would quote for this information technology professional. Rate must be consistent with the rate proposed in your contract.

NOTE: Additional narrative pages of the individual's resume may be attached. A resume may be substituted for this form, however, all information requested on this form must be included in the resume. **BIDDER IS ONLY REQUIRED TO SUBMIT EMPLOYMENT EXPERIENCE THAT QUALIFIES AN INFORMATION TECHNOLOGY PROFESSIONAL FOR THE SPECIFIC POSITION. OTHER EXPERIENCE NEED NOT BE SUBMITTED.**

Attachment C

ITSS Qualification Form

NAME: _____ **SSN:** _____

SERVICE CATEGORY: _____

EXPERIENCE

Total Years of IT experience: _____

No. Year of Experience in the proposed Service Category: _____

EMPLOYER:	**FROM:**	**To:**
ADDRESS:	**PHONE:**	
	Fax:	

RESPONSIBILITIES:

EDUCATION AND CERTIFICATION

FROM	TO	STATE	SCHOOL	DEGREE/HOURS

OTHER TECHNICAL EXPERIENCE

FROM	TO	

COMMONWEALTH OF VIRGINIA
AGENCY PURCHASE ORDER

AGENCY NAME/DELIVERY ADDRESS:

ATTACHMENT "D"
IFB #2002-048

CONTRACT NUMBER	DATE P. O. PREPARED	P. O. NO.
VA-00XXXX-XYZ	08/02/002	XYZ00000

BID OPENING DATE	BID REF.REQUISITION NO.	TERMS P. O.

DO NOT TYPE OR WRITE IN THIS SPACE

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO

PURCHASE OFFICER TELEPHONE

MUST BE DELIVERED BY

INSIDE DELIVERY ☐ YES (IF CHECKED)

Vendor ID: Suffix:

NAME & ADDRESS

ATTN:

INVOICE TO ADDRESS:

Department of Information Technology
110 South 7th Street
Richmond, VA. 23219

ATTN:

IMPORTANT

SEE INSTRUCTIONS, TERMS AND CONDITIONS ON REVERSE SIDE

DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF PURCHASE ORDER

NOTE: PLEASE SEND INVOICE TO THIS ADDRESS

VENDOR NAME	P. O. NUMBER
	XYZ00000

INTRA-AGENCY CONTACT	TELEPHONE

ITEM NO.	COMMODITY CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		Consulting services, in accordance with the terms and conditions of the above referenced contact for the period beginning:_____ __2002 through _____ __2003. Consultant's Name_____ Job Class:_____ Rate of Pay_____ Projects:_____		Day		

NOTICE TO CONTRACTORS:
When authorized in writing by the purchasing officer, maintenance may be continued on an annual basis for up to three (3) additional one year periods. Maintenance charges shall be at Contractor's generally published prices as may be discounted. All increases shall be governed by the CPI-W index entitled "Other Services". In no event shall the maintenance charges exceed prices that the vendor named herein charges any other customer. Maintenance rate increases, if any, shall become effective only on the anniversary renewal date of each consecutive year.

INTRA-INST. USE	TOTAL AMOUNT ▶	

PURCHASE AUTHORIZED BY TITLE

TRANS	AGENCY	BLA	FUND		FFY	PROGRAM			OBJECT	REVENUE SOURCE	AMOUNT	PROJECT		
			FUND	DET		PROG	SUB	ELE				PROJECT	TK	PH

COST CODE	FIPS	PBD	AGENCY REFERENCE	INVOICE		DUE DATE			REFERENCE DOC		√
				DATE	NUMBER	MM	DD	YY	NUMBER	SX	

DESCRIPTION	CURRENT DOCUMENT		SUBSIDIARY ACCOUNT	MULTI-PURPOSE	1099
	NUMBER	SX			

☐ CHECK IF CONTINUATION SHEET ATTACHED

COVAPOv2 01/00 DGS-41-056

Instructions for Completing the Schedule

Attachment "E"

The vendor must submit an electronic spreadsheet complete with their proposed hourly rates. The specific spreadsheet required is available at the following web site:

http://asd.state.va.us/bids/200248.htm

This spreadsheet contains "macros". In the event your organization will not allow macros to be enabled in a spreadsheet, you may manually perform the functions by following the section entitled "Manual Procedures" below:

Automated Procedures:

1. When opening the spreadsheet provided, you will be prompted for your firms name. Please use the name appearing on the front of your bid response.
2. Enter your firm's hourly rate for each Service Category (job title) and sub-category (on-site, off-site and off-shore). Please note that you do not have to fill in all cells.
3. Use the print button to print a hardcopy to be submitted with your bid.
4. Save the spreadsheet either to a 3.5 inch floppy disk or CD-ROM and include that media with your bid submission. In case of discrepancy, the hardcopy will be treated as the official bid submission.

Manual Procedures:

1. Choose "Disable Macros" when prompted at startup.
2. Unhide Column "A" of the spreadsheet.
3. Enter your firm's name in Column "A" in all of the rows 2-24 use the "Fill" or "Copy" function.
4. Hide Column "A"
5. Enter your firm's hourly rate for each Service Category (job title) and sub-category (on-site, off-site and off-shore). Please note that you do not have to fill in all cells.
6. Print the worksheet and submit it with your bid.
7. Save the spreadsheet either to a 3.5 inch floppy disk or CD-ROM and include that media with your bid submission. In case of discrepancy, the hardcopy will be treated as the official bid submission.

Make Sure to Label Your Disk With Your Firm's Name!

Attachment F:

Vendor Profile

The vendor profile sheet should contain the following information:

- The name of the firm.
- The Street Address of the firm and all relevant contact information (names, phone numbers, email, etc)
- Web Address
- Number of years in business
- Number of employees
- Areas of Specialization
- Other information that may be of interest to prospective users of the contract.

It is permissible to submit a PDF file, saved web page (HTML) or a MS Word document in response to this requirement.

ATTACHMENT F: VENDOR PROFILE

Titan Systems Corporation http://www.titansystemscorp.com/
1593 Springhill Road, Suite 700
Vienna, VA 22182-2249
Main Phone: 703-827-2606
Contracts Mgr: Sewanee Johnson, 703-852-4288 Business Unit Mgr: Danny Davis, 703-852-4031

Number of Employees: 11,000 **Years in business: CBSI 22 yrs., Titan 21 yrs.**

AREAS OF SPECIALIZATION:

Titan is a large company with IT professionals working in all of the service categories. We currently have several individuals supporting a variety of agencies within the Commonwealth. Exhibit F-1 summarizes Titan's vast expertise by providing project examples for each category and a brief description of the nature of the work.

	Service Category	Contract Example(s)	Brief Project Description
1	Computer Programming Services	VA-SCC, Administrative Office of U.S. Courts – JFACTS	Providing custom programming support on new & existing systems
2	Computer Systems Analysis Services	VDOT, BLS-CMM	Implementing CMM based processes
3	Computer System Security Services	DISA Computer Incident Response Center	Provide security experts to monitor networks
4	Consulting Services Enterprise Planning & Research	USDA – PM Support	Providing CIO with assessments on enterprise IT architecture
5	Consulting Services Middleware Integration	VDOT, U.S. Dept. of Justice	PeopleSoft, Oracle system integration
6	Consulting Services Operational Management	FCC Wireless Telecommunications Bureau	Establishing SDLC-based QA processes
7	Database Mgmt Services	U.S. Dept. of Justice – Criminal Division	Oracle programming support
8	Desktop Support	Administrative Office of U.S. Courts: JMAS	Providing support directly to end-users
9	EDMS Consulting	EPA – EPCRA Reporting Center	Developed form-based document imaging
10	E-Commerce	Joint E-Commerce Prgm, U.S. House of Rep.	Evaluating/implementing e-Commerce SW
11	Financial Analysis Support	General Services Administration - Pegasys	Business Case analysis, Clinger-Cohen
12	Help Desk Support	Dept. of State TDIS-PD	Passport agency document issuing system
13	IT Operations Support Services	DOI-National Business Center	Mainframe production control
14	IT Systems Management Services	FDIC-NT Server Support	OS upgrades, service packs, virus protection
15	IT Training Services	VDOT, Metropolitan Wash. Airport Authority	Providing training on VDOT's FMS II
16	LAN/WAN Support Services	Patent & Trademark Office	Support and maintenance on large network
17	Network Security Consulting	VBA-SIPO, VHA-HIS	Security assessments and policy review
18	Project Management Services	EPA - EPAYS	Providing oversight for new financial system
19	Telecommunications Engineering Services	BLM-Technical Support Services, AIT II	Telecom analysis, mobile computing, site surveys

Exhibit F-1: Titan's Area of Expertise Summary

OTHER PERTINENT INFORMATION:

Throughout the eight years that Titan/CBSI has been providing support to the Commonwealth of Virginia, we have relied heavily on small businesses located in the Commonwealth to supplement our labor force in providing Information Technology consulting services. We currently have subcontracts with five small businesses, three of which are women-owned businesses. Titan has been in partnership with some of these businesses for as long as eight years. Our plan is to continue our relationship with these businesses in the future, provided that we are successful in our bid for corresponding labor categories in the Staff Augmentation contract.

Attachment G

REPORT OF SALES

CONTRACTOR: _____

CONTRACT NUMBER: _____

REPORT FOR MONTH OF: _____

Invoice Date	Invoice Number	Agency	Service Category	No. of Hours	Amount Billed

Signature: _____

ATTACHMENT H

SAMPLE STATEMENT OF WORK TO SEND TO REQUEST INFORMATION

TECHNOLOGY PROFESSIONAL(S) FROM CONTRACTOR

Seeking experienced IBM/MVS Programmer/Analyst to work for the Applications Development Unit within the Division of Information Systems. Provide program development and maintenance support to the XYZ System with CICS utilizing IMS Databases. COBOL II, TSO/ISPF, JCL, EXPEDITER, FILE AID, LIBRARIAN, 3270 emulation, etc.. Must be able to analyze Agencies requirements, processes and operations; develop and implement test plans, debug programs and develop documentation. Experience with PC development tools would be a plus.

Will need the person to report in four (4) weeks on September 3, 2002. The project will last for approximately twelve months.

****

Contract staff is needed to assist Agency in supporting Virginia XYZ system in a production environment. We will expect these individual(s) to perform all programming/ analysis functions normally associated with the development and support of a mainframe-based production system. They will work with Agency staff and other technical staff.

Experience: IBM IMS, COBOL, CICS, MVS, TSO/ISPF, VSAM, Easytrieve +, Expediter, DB2, FileAid, etc. NOTE: PCs are used as mainframe workstations.

Tasks:

- Work with Agency staff to identify requirements and problem definitions.
- Write and test on-line and batch and batch COBOL programs
- Research, identify and correct program errors
- Develop and maintain program/systems documentation
- Dump files to validate/test processes
- Develop and maintain JCL

Job estimated to last for one year

Current Registered eVA Vendors

Not Provided - Vendor left this information blank during registration.

N - Vendor has not set up an Ariba CSN account.

Download Complete Vendor List to Excel

Search: Titan Systems Corpc [redacted] [redacted]

Companies Available for eVA Ordering	Accepts Amex	Electronic Ordering	Contract
Titan Systems	No	N	

Home | Buyers | Vendors | Learn About eVA | eVA Order Terms | On-Line Bids
eVA Forum | DPS Website | Preference Practices | Privacy Statement | eVA FAQ | Help

eVA

Home Logout Registration Commodities Service Areas Address Contact Us Help

Vendor Registration

Registration Update Summary

< Prev Submit

You may print the information shown below for your records.

General Information

Vendor Name: Titan Systems Corporation
Trade Name: Titan
Preferred Co. Abbrev: TSC-CGSG
TIN: 330783980
TIN Type: FEIN
Company Type: Corporation
Category: Service Vendor
Accept AMEX: No
Website URL: http://www.titansystemscorp.com

Registration Level

Registration Type: Basic

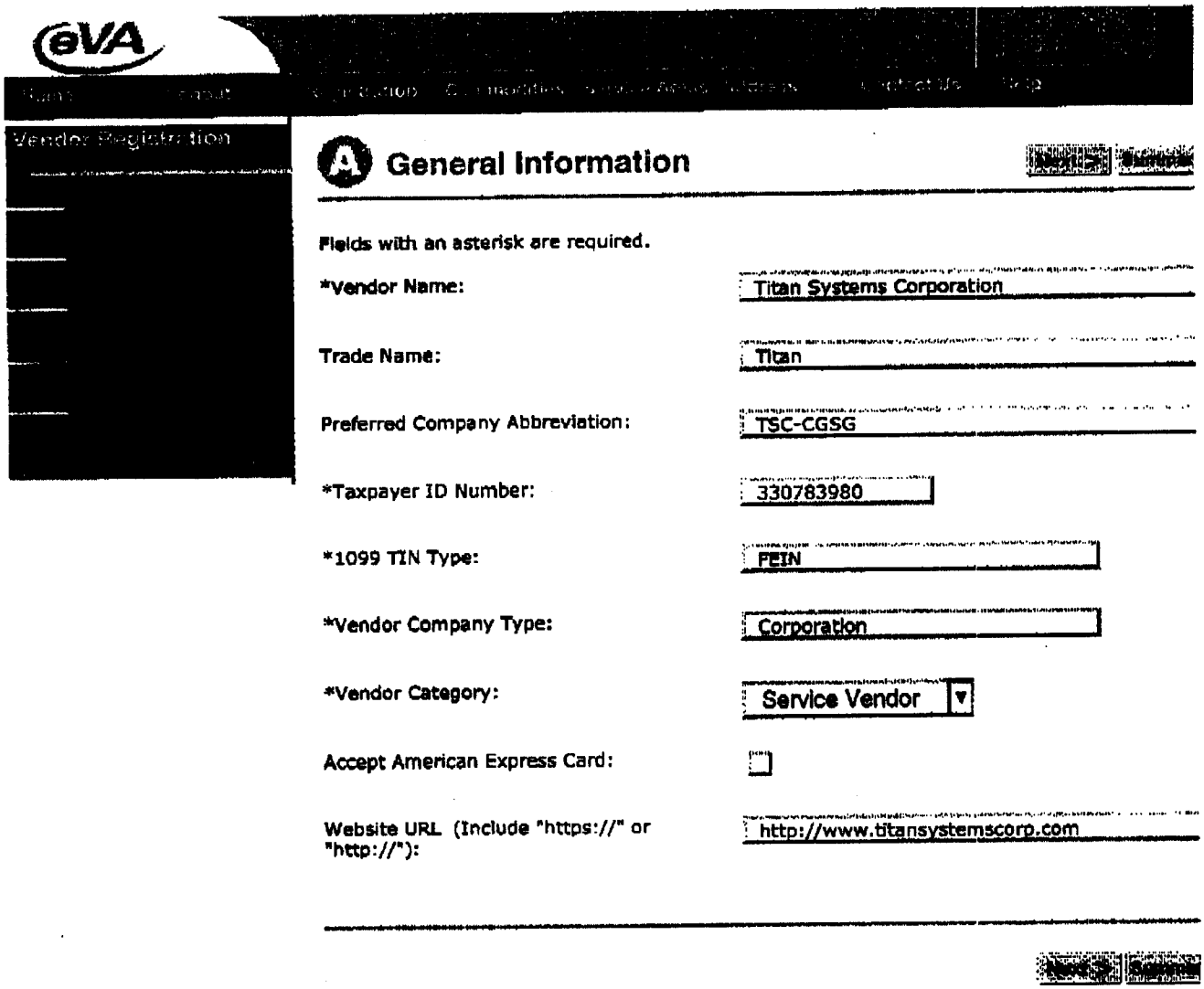
Billing Address

Location Name: Titan Systems Corp., CGSG
Address Line 1: 1593 Springhill Rd.
Address Line 2: Suite 700
Address Line 3:
City: Vienna
State: Virginia
Zip/Postal Code: 22182-2249
Country: United States
Phone: 703-852-4288 **Extn:**
Fax: 703-827-5560 **Extn:**
eMail: sjohnson@wash.averstar.com

Solicitation Address

Location Name: Titan Systems Corp., (
Address Line 1: 1593 Springhill Rd.
Address Line 2: Suite 700
Address Line 3:
City: Vienna
State: Virginia
Zip/Postal Code: 22182-2249
Country: United States
Phone: 703-852-4010 **Extn:**
Fax: 703-827-5560 **Extn:**
eMail: jeff.jefferies@titan.com
Solicitations Sent By: Email

< Prev Submit


eVA
Vendor Registration
General Information
Fields with an asterisk are required.
*Vendor Name:
Titan Systems Corporation
Trade Name:
Titan
Preferred Company Abbreviation:
TSC-CGSG
*Taxpayer ID Number:
330783980
*1099 TIN Type:
FEIN
*Vendor Company Type:
Corporation
*Vendor Category:
Service Vendor
Accept American Express Card:
Website URL (Include "https://" or "http://"):
http://www.titansystemscorp.com

COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219-3900

CHERYL F. CLARK
Agency Director

Phone: (804) 371-5948
Fax: (804) 371-5969
Email: jedmonds.dit@state.va.us

June 29, 2002

IFB 2002-48
Amendment # 1

Invitation for Bid (IFB) 2002-48, as initially issued, is hereby amended.

Replace the 2nd paragraph, on Page 4, Note 4, beginning "For Service Categories SC8" with:

For Service Categories SC8 (Desktop Support), SC12 (Help Desk Support) and SC13 (IT Operations Support), "fully qualified" shall be defined as having One (1) year of directly related experience in the Service Category.

Replace the last paragraph, on Page 4, Note 4, beginning "Each responding vendor" with:

Each responding vendor must have at least one "fully qualified" W-2 individual in each service category in which they submit a bid. Contractors may utilize subcontractors to supplement their staff during the contract period.

The due time and date is not extended as a result of this amendment.

J. B. Edmonds, Deputy Director
Acquisition Services

Cc: File

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