STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
SITE MASTER CONTRACT

This master contract is between the State of Minnesota, acting through its Department of Administration ("State") and [GIVE THE FULL NAME OF THE CONTRACTOR INCLUDING ITS ADDRESS] ("Contractor").

Recitals

1. Under Minnesota Statutes § 15.061 and § 16C.08, subd. 1a the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of establishing a master contract program for information technology-related professional services, hereinafter referred to as the SITE Master Contract Program.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

Master Contract

1. Term of Master Contract

1.1. Effective Date: April 16, 2014, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subd. 2, whichever is later.

The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.

1.2. Work Order Contracts. The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.

1.3. Expiration Date: April 15, 2019.

1.4. Survival of Terms. The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 9. Indemnification; 10. State Audits; 11. Government Data Practices and Intellectual Property; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; 20. Data Disclosure; and 24. Administrative Fee.

2. Program Details

The Contractor, who is not a state employee, may be requested to perform information technology-related professional/technical services under individual work order contracts in accordance with the following:

2.1. Work Orders

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of the Contractor. A sample work order contract is attached and incorporated into this master contract as Exhibit A. Changes at the work order level to the terms and conditions agreed upon in this master contract are prohibited and may be grounds for Contractor's removal from the program.

The Contractor understands that this master contract is not a guarantee of work. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

2.2. Approved Categories

In response to a SITE Master Contract Program application/RFP that became available as of January 2, 2014, or a submission made to supplement a Contractor's application/RFP for this program, Contractor proposed to perform one or more categories of IT professional services listed in Exhibit B – Descriptions of Categories, which is attached and incorporated herein, or listed in Exhibit D – Additional Categories, which is attached and

incorporated herein. This Master Contract renders Contractor eligible to compete for and receive work orders to perform work in the categories approved by the State. Categories of work for which Contractor is approved and eligible will be maintained on the Office of MN.IT Services Website. A complete detailed description of required work will be furnished in each work order contract issued.
The Contractor agrees that all individual resources provided to agencies to perform work under Work Order Contracts will meet or exceed the minimum requirements for the applicable Category for which the resource is being submitted. Firms failing to meet applicable Category standards may be removed from a Category or the program as a whole.

Once a candidate has been selected for an interview or, if there is not an interview, the candidate has been conditionally offered an engagement, State may request or conduct a background check or references check.

2.3. General Requirements

A. Contractor shall utilize recognized industry best practices in the performance of work, provide knowledge transfer to staff of hiring entity and follow the technology architecture and other policies of the hiring entity for which Contractor is providing services, including the IT Accessibility Standards viewable at http://mn.gov/oet/policies-and-standards/accessibility/.

B. Contractor agrees to extend all professional services itemized in this contract to Cooperative Purchasing Venture (CPV) members, including counties, cities, school districts and higher education systems and institutions.

C. Contractor shall adhere to the highest levels of ethical performance in its participation in this program. All pricing submitted and proposals to complete work under work order contracts will be provided without collusion with and without any agreement, understanding or planned common course of action designed to limit fair and open competition.

D. The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of the Contractor.

3. Exhibits and Order of Precedent

The following Exhibits are attached and incorporated herein:

A. Exhibit A – Sample Work Order Contract
B. Exhibit B – Descriptions of Categories
C. Exhibit C – Liability and Indemnification Options
D. Exhibit D – Additional Categories

The full and final agreement of the parties is comprised of this master contract and the exhibits set forth herein. In the event of a conflict, the terms and conditions of the master contract prevail, followed by the exhibits in the order listed above. Any terms and conditions set forth in a subsequent work order contract shall apply solely to the services performed subject thereto. The terms of the work order contract may not modify, diminish, or otherwise derogate the terms and conditions set forth in the master contract.

4. Time

The Contractor must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

5. Consideration and Payment

5.1. Consideration. The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract.

5.2. Rates. In response to a SITE Master Contract Program application/RFP that became available as of January 2, 2014, or a submission made to supplement a Contractor's application/RFP for this program, Contractor proposed a maximum hourly rate by category ("Contractor's Proposed Rate"); a maximum hourly rate does not apply to: On-site Instructor-led IT Training. The State will pay no more than the Contractor's Proposed Rate for any category for which the Contractor is eligible according to the Office of MN.IT Services Web site. Hourly rates by category for each engagement shall be established at the work order contract level, but in no event may

exceed the Contractor's Proposed Rate by category. No work order issued under this program may exceed $2 million without prior approval from SITE program staff.

5.3. Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of any work order contract will be reimbursed in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

5.4. Payment

A. Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

B. Retainage. Under Minnesota Statute § 16C.08, subdivision 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the work order contract.

6. Conditions of Payment

All services provided by the Contractor under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is the individual identified below, or his/her successor:

Name:	Doug Heeschen
Title:	Attorney/Negotiation Specialist
Address:	Materials Management Division 112 Administration Building 50 Sherburne Avenue St. Paul, MN 55155-1499
Telephone:	651.201.2422
Fax:	651.297.3996
E-mail Address:	Doug.Heeschen@state.mn.us

The State's Authorized Representative, or his/her successor, has the responsibility to monitor the Contractor's performance.

The State's Project Manager will be identified in each work order contract.

The Contractor's Authorized Representative for this master contract is:

Name:
Title:
Address:

,

Telephone:
E-mail Address:

The Contractor agrees to notify the State in writing or e-mail within thirty (30) calendar days if the Contractor's Authorized Representative changes at any time during this master contract.

The Contractor's Project Manager will be identified in each work order contract.

8. Assignment, Amendments, Waiver, and Contract Complete

8.1. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement,

executed and approved by the same parties who executed and approved this master contract, or their successors in office.

8.2. Change Process and Amendments. Any addition of a category in which contractor proposes to perform work along with accompanying rates or any deletion of a category as well as any modifications to submitted pricing or qualifications may be initiated upon written request. In the event Contractor seeks a modification, the request shall be made to the State's Authorized Representative. Such requested modifications will be reviewed and may, at the State's option, be implemented without a formal contract amendment, however the approval of any requested modification must be confirmed in writing to be effective. Contractor agrees that any work performed in categories added during the contract period is subject to the terms and conditions of this master contract. Other changes to the master contract such as changes to dates or terms and conditions and any changes to work order contracts must be processed as a formal amendment using the State's standard process and forms and will not be effective until it has been executed and approved by the same parties who executed and approved the original master contract or work order contract, or their successors in office.

8.3. Waiver. If the State fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.

8.4. Contract Complete. This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

9. Liability and Indemnification

Liability and indemnification will be addressed in the Work Order Contract, from among the options available in Exhibit C – Liability and Indemnification Options, which is attached herein.

10. State Audits

Under Minnesota Statute§ 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

11. Government Data Practices and Intellectual Property

11.1. Government Data Practices. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under the work order contract. The civil remedies of Minnesota Statute§ 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

11.2. Intellectual Property Rights

A. Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of a work order contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright

protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

B. Pre-existing Works and Documents. Contractor shall retain all of the right, title and interest in all of its pre-existing intellectual property and derivatives, including but not limited to copyrights, patents, trade secrets, trademarks, and service marks, in the Works and Documents provided under this contract. The State will have a nonexclusive, nontransferable, irrevocable, paid-up license to use on its behalf, said intellectual property, as per the terms herein and for the duration of this contract or as set forth in a separate license agreement. The State shall retain all of the right, title and interest in all of its pre-existing intellectual property and derivatives, including but not limited to copyrights, patents, trade secrets, trademarks, and service marks, in the Works and Documents provided under this contract.

C. Obligations

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of the work order contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
2. *Representation.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

12. Affirmative Action Requirements for Contracts in Excess of $100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

12.1. Covered Contracts and Contractors. If the Contract exceeds $100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

12.2. Minnesota Statute § 363A.36. Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

12.3. Minnesota Rule Parts 5000.3400-5000.3600.

A. *General.* Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual

compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

B. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.

1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

C. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

D. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

13. Workers' Compensation and Other Insurance

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement,

signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

Further, the Contractor certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

   $2,000,000 – per occurrence
   $2,000,000 – annual aggregate
   $2,000,000 – annual aggregate – Products/Completed Operations

   The following coverages shall be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Blanket Contractual Liability
   Products and Completed Operations Liability
   Other; if applicable, please list_____
   State of Minnesota named as an Additional Insured, to the extent permitted by law

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

   $2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

   In addition, the following coverages should be included:

   Owned, Hired, and Non-owned Automobile

4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance
This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

$2,000,000 – per claim or event

$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, and the State may require a statement specifying the amount of the desired deductible and financial documentation, including the most current audited financial statements, so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

14. Publicity and Endorsement

14.1. Publicity. Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

14.2. Endorsement. The Contractor must not claim that the State endorses its products or services.

15. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Payment to Subcontractors

16.1. Statutory Requirement

As required by Minnesota Statute § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16.2. State's Remedy

Failure to comply with the requirements of this section may be grounds for termination of a Work Order Contract or this master contract by the State. Following conclusion of the Informal Dispute Resolution process set forth in Section 25, and upon termination of any Work Order Contract for cause by the State for Contractor's failure to pay its subcontractor as required herein, Contractor agrees to waive any and all non-compete clauses and agreements, for the sole purpose of completing work defined by the applicable Work Order Contract, for the subcontractor assigned thereto. This remedy shall be subject to any other available remedies and is not exclusive.

17. Minnesota Statute § 181.59

The vendor will comply with the provisions of Minnesota Statute§ 181.59 which require:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

18. Suspension/Termination for Program Inactivity and other Deviations from Requirements

Contractor may be suspended from participation in the program if, in a 12 consecutive month period, the vendor has failed to perform any services under the program or failed to respond to at least 50% of all solicitations received. For purposes of this paragraph, an indication from the contract of a valid inability to respond is considered a "response."

If a Contractor has been suspended for lack of participation in accordance with this section, a Contractor may request reinstatement after six months from the date notice of suspension was sent. A request for reinstatement must be received within 18 months after the start of a suspension or the participant's master contract will be cancelled. Further, if after reinstatement a Contract again does not meet the 12 consecutive month participation requirements in the paragraph above, the master contract is automatically terminated.

Contractor's eligibility for work under a program category is subject to suspension in the event the Contractor's maximum rate exceeds the average rate of all contractors in the same category by 75% or more. Contractor's eligibility for any work under the program will also be suspended in the event the required insurance coverage lapses

during the contract period. Such suspensions will be in effect until the hourly rate is reduced in accordance with the program procedures detailed in Section 8.2 or proof of valid insurance is provided.

19. Termination

19.1. Termination by the State. The State or commissioner of Administration may cancel this master contract and any work order contracts at any time, with or without cause. Termination without cause is subject to a 30 days' written notice to the Contractor. Termination for cause is effective immediately upon notification to the Contractor of termination. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. Termination for cause may include, but is not limited to, termination for poor performance, program inactivity in accordance with Section 18 above, violation of contract terms, failure to submit required administrative fees or inability to meet insurance requirements.

19.2. Termination for Insufficient Funding. The State may immediately terminate this master contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

20. Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

21. E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

22. Nonvisual Access Standards

[Not applicable to Work Order Contracts with executive-branch Minnesota state agencies.]

Contractor agrees that technology provided or created in the course of performance of this agreement will meet the following standards:

A. The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

B. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

C. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

D. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

23. IT Accessibility Standards

Contractor agrees to comply with all applicable Minnesota IT Accessibility Standards for all Work Orders issued under this Master Contract Program. The Minnesota IT Accessibility Standards can be reviewed at

http://mn.gov/oet/policies-and-standards/accessibility/index.jsp, and entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

24. Administrative Fee

On a quarterly basis, the Contractor shall return to the Department of Administration, Materials Management Division (MMD), a fee of 1.00% (.01 multiplication factor) of the total amount invoiced to all the contracting entities under this master contract during that quarter to assist with the cost of administering the Program. The administration fee shall be remitted to the State within thirty (30) calendar days of the end of the quarter. The quarter periods are July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30 of any year. The Contractor shall provide a report detailing the total amounts invoiced to all the state agencies and Cooperative Purchasing Venture (CPV) members, excluding any reimbursements permitted under the "Commissioner's Plan," such as travel and subsistence. The report must be submitted with a check on or before the thirtieth (30th) calendar day after the end of the quarter to the State's Authorized Representative or his/her designee. Late submission of reports and the quarterly administrative fee may result in the Contractor's suspension and/or removal from the Program.

The State reserves the right, at any time during the master contract period, to amend the master contract to change or add fees. If the master contract is amended to change or add fees, the reporting requirements and the amount of the fee(s) will be specified in an amendment to the master contract. In the event that the State changes or adds fees, SITE Contractors will be allowed to adjust their pricing consistent with the percentage of any fee adjustment.

25. Informal Dispute Resolution

At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract through the informal means described in this Section. Parties will first attempt to resolve any dispute at the project level. If unable to reach agreement to end the dispute at the project level, each party will appoint a representative at a senior management level who does not devote substantially all of his or her time to performance under the Contract. The designated representatives will furnish to each other all relevant non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Termination, with or without cause, or any formal proceedings for the resolution of the dispute, may not be commenced until a designated representative concludes that resolution through continued negotiation does not appear likely.

1. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By:_____

Title:_____

Date: _____

2. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Category Title: _____

SWIFT Contract Number
T-Number 14ATM

EXHIBIT A – Sample Work Order Contract

STATE OF MINNESOTA

IT Professional Technical Services Master Contract Program Work Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 14ATM, Contract Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1. **Term of Work Order**
   - **1.1.** *Effective date*: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
     The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
   - **1.2.** *Expiration date:* _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **Contractor's Duties**
   The Contractor, who is not a state employee, will: _____ *[Thorough Description of Tasks/Duties]*

3. **Consideration and Payment**
   - **3.1.** Consideration. The State will pay for all services performed by the Contractor under this work order as follows:
     - **A.** *Compensation.* The Contractor will be paid as follows: _____ *[For example; Resource Type hourly rate]*
     - **B.** *Travel Expenses*. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed $_____.
     - **C.** *Total Obligation*. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed $_____.
   - **3.2.** Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:_____

4. **Project Managers**
   The State's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER], or his/her successor. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

   The Contractor's Project Manager is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5. **Liability** [Insert selected language]

Category Title: _____

SWIFT Contract Number
T-Number 14ATM

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed:_____

Date: _____

SWIFT Contract ID:_____ PO #:_____

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By:_____

Title: _____

Date: _____

3. STATE AGENCY

By:

_____
(with delegated authority)

Title: _____

Date: _____

EXHIBIT B – Descriptions of Categories

1. **Analyst:** An Analyst has a lead role and works as a liaison among stakeholders in order to elicit, analyze, communicate and validate requirements for complex changes to business processes, finances, policies and information systems. The Analyst understands complex business problems and opportunities in a larger context of the enterprise requirements and recommends solutions that enable the organization to achieve its goals and manage risk. An Analyst may also be required to facilitate group sessions associated with the Analyst activities. Different types of Analyst areas include, but not limited to business analyst, financial analyst, re-engineering analyst, and risk assessment analyst.
2. **Architecture:** Architecture involves the development of specifications, models and guidelines within a coherent information technology architecture framework following formal and information IT solution, enterprise, and infrastructure architecture processes. These processes have been developed over the past few decades in response to the requirement for a coherent, consistent approach to deliver of information technology capabilities. Architecture insures that IT resources are aligned to improve business performance and security. This may require crossing organizational boundaries and laying out a plan for transitioning from the current state to the desired future state. Architect may include, but is not limited to business architecture, information/data architecture, security architecture, and technical architecture.
3. **Business Continuity:** Business Continuity may involve the review and development of standards, programs, supporting policies, guidelines and procedures needed to ensure critical business functions will continue without interruption irrespective of the adverse circumstances or events. This includes those activities performed daily to maintain service, consistency, and recoverability.
4. **Database Administration/Development:** Database Administration/Development includes the installation, configuration, upgrade, administration, monitoring and maintenance of databases in an organization. This includes, but is not limited to, the development and design of database strategies, system monitoring and improving database performance and capacity, planning for future expansion requirements, and data warehouse. It may also include planning, coordinating and implementing security measures to safeguard the database. This requires a thorough knowledge and understanding of one or more of the following database technologies: DB2, Oracle, MS SQL, or MS Access.
5. **Desktop Application & Support:** Desktop Application & Support provides technical support of desktop computers, applications, and related technology. The support includes specification, installation, and testing of computer systems and peripherals within established standards and guidelines. This may involve interactions with applications software and operating systems to diagnose and resolve unique, non-recurring problems. It may also involve the maintenance and testing of network servers and associated equipment.
6. **Developer/Programmer:** This includes the development of computer programs/applications used for everything from the systems that allow computers to run properly to the latest software applications for mobile devices. This requires the analysis of business needs and then designing a system to meet those needs. Detailed work may involve creating step-by-step flowcharts for computing systems that show how program code must be written in order for it to work properly. This usually requires the documentation of all the tasks to ensure that subsequent users can diagnose and fix any problems that might arise in a system, as well perform any maintenance.
7. **E-Commerce:** Electronic commerce involves the buying and selling of products or services using electronic systems such as the Internet and other computer networks. It draws on technologies such as mobile, electronic funds transfer, supply chain management, Internet marketing, online transaction processing, electronic data interchange (EDI), inventory management systems, and automated data collection systems. E-Commerce typically uses web-based infrastructure/software although it may encompass a wider range of technologies such as e-mail, social media, and telephones as well.
8. **Geographic Information Systems (GIS):** Geographic Information Systems (GIS) requires significant level of knowledge and understanding of geomatics. Geomatics includes the tools, techniques and data used in geographic information systems (GIS), remote sensing, cartography, global navigation satellite systems, photogrammetry, geography and related forms of earth mapping. GIS may also require knowledge and understanding of the suite of computer-based approaches to manage relational databases, digital maps, data from global position systems, and remotely sensed imagery to organize, display, and analyze spatial data related to the environment, business, planning, health care, homeland security, and infrastructure.

9. **Mainframe Computing:** Mainframe computing is used for critical applications, bulk data processing, enterprise resource planning and transaction processing. Most of this is Mainframe/Mid-Range and includes, but is not limited to, operating system, application design & development, operations, support, storage and security.
10. **Modeling:** Modeling is used for describing and classifying businesses and processes. It is the design of an organizational or data structure to enact an opportunity or value. Examples include, but are not limited to, business modeling, data modeling, event modeling, location modeling and process modeling.
11. **Program/Project Management:** Program/Project Management involves the managing and accountability for accomplishing the stated objectives involving large and complex projects. Program management requires leadership with strategic vision and thinking with a focus on outcomes. Key project management responsibilities include creating clear and attainable project objectives, building the project requirements, and managing the triple constraint for projects, which is cost, time, and scope. It may require being a client representative, determining and implementing the exact needs of the client, based on knowledge of the entity being represented. The ability to adapt to the various internal procedures of the contracting party, and form close links with the nominated representatives, is essential in ensuring that the key issues of cost, time, quality and client satisfaction, can be realized.
12. **Quality Assurance:** Quality Assurance may involve directing the planned and systematic production processes that provide confidence in a product's suitability for its intended purpose. It usually involves large and complex projects. It is a set of activities intended to ensure that products/services satisfy customer requirements in a systematic, reliable fashion. Whereas Quality Assurance cannot absolutely guarantee the production of quality products/services unfortunately, it does make it more likely. Two key principles characterize Quality Assurance: "fit for purpose" (the product should be suitable for the intended purpose) and "right first time" (mistakes should be eliminated). It may include testing to insure that quality goals are met.
13. **Security:** Security in the information technology realm may involve the protection of applications, computing, data, information, and network security. It requires an extensive knowledge of risk management and security techniques, understanding of network architecture, application and database security. This includes knowledge of applicable regulatory requirements that may be relevant as well as working experience with ISO2700X series, NIST series, and Cobit standards. Examples include, but are not limited to, a security analysis generalist, computer/data forensics, identity and access management administrator and/or engineer, network forensics, security architect, and security incident management.
14. **Server Support & Development:** Server support and development provides analytical and technical on-site support for the operation of servers, usually windows based. This includes, but is not limited to, planning and coordinating installation, testing, troubleshooting, operation, backup, and maintenance of hardware and software systems. It may also include the allocating of systems resources, maintaining systems configuration, managing the installation and integration of system patches, updates, and enhancement, managing accounts, network rights, and access to the systems and equipment.
15. **Systems Analyst:** The Systems Analyst is a general area which provides support for hardware systems or application(s). This may require some programming, system administration skills, and the ability to analyze a given problem, diagnose it and find its root cause, and then either solve it or pass the problem on to the appropriate staff within the organization with that responsibility. This may involve responsibility for supporting applications programmed with a variety of programming languages and using a variety of database systems and middleware systems.
16. **Telecommunications:** Telecommunications requires an extensive knowledge of the telecommunications industry and market trends, technologies, and infrastructure including both wireline and wireless. It may also involve an analysis of business needs, propose solutions and communicate the value and effectiveness of the proposal. A proposal may include both a customer owned premise based solution as well as a third party provided service. Telecommunications may also involve troubleshooting problems associated with the telecommunications infrastructure and determining as well as implementing possible fixes for such problems.
17. **Web Application Design & Development:** Web Application Design & Development involves the design, layout, and/or coding of a website. This includes the graphical and technical aspects of a website – how the site works and how it looks. It may also involve the creation of the information architecture and structure of the website as well as the maintenance and updating of an existing website.

EXHIBIT C – Liability and Indemnification Options

Instructions: To complete this liability section of the solicitation, agencies may select one of two options:

1) Agencies may select **one** of the versions of indemnity/liability language below and make it a requirement of the solicitation. If Version 3 or 4 is selected, the draft solicitation submitted to the Office of MN.IT Services for review must be accompanied by a memo addressing why the use of this more limited liability protection is justified under the circumstances. Explanations may include how the use of the language is intended to promote broader competition or is otherwise appropriate due to the minimal risks involved in the performance of the services requested. Further, if selecting Versions 3 or 4, the memo must also explain how the monetary cap was determined and how this amount corresponds with potential risks associated with performance of the work.
2) Agencies may select **two** or more of the versions of indemnity/liability language below and require those responding to the solicitation to select the version they are willing to abide by as a term of the work order. The agency will then score the responses based on the level of indemnity/liability coverage they are willing to provide. In the event version 3 or 4 is selected as one of the options to be presented, a memo must be submitted to the Office of MN.IT Services along with the draft solicitation explaining how the monetary cap was determined and how this amount corresponds with potential risks associated with performance of the work. As a general rule, the minimum amount of the cap should never be less than twice the estimated value of the work order and in most cases should be more. If an agency chooses to utilize this option and score liability coverage, this must account for a minimum of 20% of the total points available unless the Office of MN.IT Services has provided prior approval of a lesser amount. Contractors may be given the opportunity to agree to more than one of the options and specify the cost differential between the varying levels of coverage. The agency (in consultation with their legal representatives) would then be in a position to select which option is in the State's best interest.

VERSION 1 (Standard)

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

1) Intentional, willful, or negligent acts or omissions; or
2) Actions that give rise to strict liability; or
3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

VERSION 2 (Standard compromise)

Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

VERSION 3 (Indemnity with notice and cooperation and capped.

Liability and Limitation of Damages

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's

Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.
The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of $_____. **[Amount to be determined with advice and counsel of agency AG representative. See instructions above for use of this version.]**

VERSION 4 (Indemnity with notice and cooperation, capped and some types of damages waived)
Liability and Limitation of Damages

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of **$_____. [Amount to be determined with advice and counsel of agency AG representative. See instructions above.]**

In no event shall Contractor, its principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs.)

EXAMPLE:

Contractor must select from the following list of Indemnity/Liability provisions. Responses to this solicitation must clearly identify the version the contractor selects. Responses to this solicitation are being assessed based on a 100-point scale with this section accounting for a possible 20 points. The amount of points or percentage of points to be received for each of the options is listed below. Contractor may elect to agree to more than one of the options, specifying cost differentials for the varying levels of liability coverage. In that event, the State will make a determination as to which option would present the best value to the State.

OPTION 1: (20 points)

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

1) Intentional, willful, or negligent acts or omissions; or
2) Actions that give rise to strict liability; or
3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

OPTION 2: (15 points)

Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

OPTION 3: (amount of points would be driven by the dollar value of the cap below)
Liability and Limitation of Damages
The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including reasonable attorney's fees incurred by the State for damages directly and proximately caused by the negligence of the Contractor while engaged in the performance of services under this contract. As a condition to the foregoing indemnity obligations, the State shall provide the Contractor with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such claim. In accordance with Minnesota Statutes, Section 8.06, the State's Attorney General's Office must provide consent and approval with respect to Contractor's ability and right to control the handling of any such claim and to defend or settle any such claim with counsel of its own choosing.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of $_____. **[Amount to be determined with advice and counsel of agency AG representative. See instructions above.]**

In no event shall Contractor, its principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs.)

Exhibit D – Additional Categories

1. **ADABAS Natural Developer:** An ADABAS Natural Developer uses advanced professional knowledge and skills in information systems problem identification, requirements definition, and determination of alternative solutions. This includes analysis, design, development, testing, and implementation of a system solution, including as necessary, overall responsibility for assigned project work. The ADABAS Natural Developer develops, maintains and supports applications and does performance testing in a Natural/ADABAS environment using their knowledge of both Natural and Construct. The ADABAS Natural Developer uses knowledge of the SAG products running in a mainframe/CICS environment and experience with TSO/ISPF, and JCL. The ADABAS Natural Developer also has advanced knowledge of Predict and a variety of utilities. The developer works efficiently and effectively with business staff to solve complex problems including a wide variety of interfaces with other systems/technologies.
2. **Cúram Application Tester:** The Cúram Application Tester has a lead role and works as a liaison among stakeholders to validate that the delivered functionality meets requirements for complex business processes, policies and information systems. The Cúram Application Tester understands complex business problems and opportunities in the larger context of the enterprise requirements and tests and validates the delivered solutions designed to help the organization achieve its goals. Using their advanced knowledge of Cúram software, including regression testing in the Cúram environment, the Cúram Application Tester prepares and reviews test plans, develops test scripts/scenarios, and prepares, reviews, and triages test findings in a Cúram deployment. The Cúram Application Tester uses Cúram online help with the core functions including the citizen portal, evidence processing, person functions, case functions, CER, simple rules, work flow management, security functions, financial functions, and the other basic COTS application components.
3. **Cúram Architect:** The Cúram Architect outlines solution architecture descriptions across domains and functions often describing the current and future state of the Agency including a plan for transitioning from current to future. The Cúram Architect communicates clearly and organizes development efforts across Cúram projects using their Cúram knowledge and skills that are both broad and deep as a seasoned senior technologist. The Cúram Architect is a specialist in the Cúram Enterprise Modules, Cúram Enterprise Framework, Cúram application modeling, development, build and deployment using Cúram best practices. This includes knowledge of ETL and Reporting using Cúram data. The Cúram Architect understands and communicates the rules of thumb to help choose the best Cúram feature to satisfy a particular requirement (i.e. IEG Scripts versus Wizards) to capture end-user entered data. The Cúram Architect focuses on establishing the best technology solution to meet a specific business need, whether in the area of applications, hardware, business intelligence or infrastructure services.
4. **Cúram Business Analyst:** The Cúram Business Analyst, as an experienced user of Cúram, has a lead role, and works as a liaison among stakeholders to elicit, analyze, communicate and validate requirements in determining which Cúram feature is best able to satisfy a particular requirement. The Cúram Business Analyst has strong knowledge of Cúram software and appropriate procedures for documenting specifically for Cúram, including the ability to use the Cúram administration tool suite. The Cúram Business Analyst works closely with Cúram Architects and Developers to ensure any proposed customization can be implemented without violating Cúram best practices.
5. **Cúram Developer:** The Cúram Developer creates user information solutions using the Cúram COTS product by configuring, customizing and extending, implementing, and maintaining Cúram Java-based components and interfaces; defines functional objectives by analyzing user requirements; envisions system features and functionality; recommends system solutions by comparing advantages and disadvantages of configuration, customization and custom development and extension alternatives; completes Cúram functional development by coordinating requirements, schedules, and activities; contributes to team meetings; troubleshoots development and production problems; supports users by developing documentation and assistance tools; and works closely with Cúram Architects, Cúram Business Analysts and subject matter experts. In addition to using Java, J2EE knowledge (EJBs, Servlets, JSP, Struts), the Cúram Developer works with SQL, XML, XSLT, Modelling tools (Rational) in an application server environment (WAS, WebLogic or JBOSS) to fulfill business requirements with the COTS product. The Cúram Developer understands the Cúram Enterprise Framework Cúram Express Rules (CER) and is experienced in one or more Cúram Enterprise Modules. The Cúram Developer configures

application components, customizes the application in a Cúram compliant manner, as well as builds and deploys the application. The Cúram Developer may participate in data conversion using Cúram Business Process Objects and/or other developer techniques and approaches. The Cúram developer works with the core components of the product, including Case Management, Participant Management, Evidence Management, Intelligence Evidence Gathering (IEG) scripting, Cúram Workflows, and the Persistence Infrastructure (PI). The Cúram Developer may also be a specialist in extracting and reporting on data in the Cúram database using their advanced knowledge of the data elements as well as the related technologies.

6. **Cúram Project Manager:** The Cúram Project Manager promotes Cúram deployment that maximizes out-of-the-box (OOTB) features, minimizes customization, while satisfying business requirements. The Cúram Project Manager has a working knowledge of what can be configured versus what requires customization of the COTS product and negotiates over its configuration/customization for successful utilization of the product. The Cúram Project Manager has a broad knowledge of the Cúram Business Application Suite, Cúram Enterprise Modules, and the Cúram Enterprise Framework and understands how each supports required functionality. The Cúram Project Manager has a Cúram technical background and understands all aspects of Cúram development at a level required to set direction and assign work to the appropriate resource. These Cúram Project Manager skills and knowledge are <u>in addition</u> to those required for a regular project manager which includes creating clear and attainable project objectives, building the project requirements and managing the constraints of cost, time, quality, and scope, and accomplishing the stated project objectives.
7. **Cúram Trainer:** A Cúram Trainer has a lead role and works as a liaison among stakeholders in the design and development of Cúram/integrated computer system and policy training presentation materials. This requires an advanced knowledge of Cúram base functionality including typical configuration and customization modification approaches. The Cúram Trainer may conduct integrated computer system and policy training, design and deliver specialized courses for specific populations or functions and evaluate training activities to ensure that training needs are met. The Cúram Trainer develops, maintains, and administers online learning, stand-up training, or knowledge transfer through other methods as well as produces and edits written documentation as appropriate. The Cúram Trainer analyzes current and future curriculum content to determine which material is most appropriate for this delivery method and determines how to integrate online learning with other delivery methods.
8. **Cúram/Oracle Data Dictionary Specialist:** The Cúram/Oracle Data Dictionary Specialist is responsible for applying Cúram knowledge to the development and design of database strategies, system monitoring, improvement of database performance and capacity, and planning for future expansion requirements. It may also include planning, coordinating and implementing security measures to safeguard the database. The Cúram/Oracle Data Dictionary Specialist has substantial knowledge of the Cúram Core Entity Relationship Diagram, the creation and management of temporary files that support a variety of functions, the mapping of front-end to back-end elements for Universal Access, file and element definitions, and the details of file management for this particular COTS product. The Cúram/Oracle Data Dictionary Specialist works to ensure the development team has not inadvertently changed a table definition that would make future Cúram upgrades more difficult.
9. **Middleware Developer:** The Middleware Developer designs and creates computer programs/applications used in integration technologies (including messaging/queues and web services) and business applications (including Business processes, KPIs, tracking business activities). The Middleware Developer analyses business needs and then designs a system to meet those needs. The Middleware Developer creates step-by-step flowcharts for computing systems that show how program code must be written in order for it to work properly. This requires the documentation of all the tasks to ensure that subsequent users can diagnose and fix any problems that might arise in a system, as well perform any maintenance. The Middleware Developer should be knowledgeable and understand middleware technologies. Examples of middleware technologies include, but are not limited to, IBM Business Process Manager (BPM), IBM Business Activity Monitoring (BAM), IBM WebSphere Application Server (WAS), Oracle Business Process Management (BPM), Oracle Business Activity Monitoring (BAM), Microsoft middleware, and Apache middleware.
10. **Middleware Operations Support Analyst:** The Middleware Operations Support Analyst installs, configures, upgrades, administers, monitors and maintains a systems middleware. This includes, but is not limited to, the development and design of middleware strategies, system monitoring, improving performance and capacity, and planning for future expansion requirements. The Middleware Operations Support Analyst may also plan, coordinate and implement security measures to safeguard the middleware. The Middleware Operations Support

Analyst should be knowledgeable and understand middleware technologies. Examples of middleware technologies include, but are not limited to, IBM Business Process Manager (BPM), IBM Business Activity Monitoring (BAM), IBM WebSphere Application Server (WAS), Oracle Business Process Management (BPM), Oracle Business Activity Monitoring (BAM), Microsoft middleware, and Apache middleware.

11. **On-site Instructor-led IT Training:** On-site Instructor-led IT Training entails training on IT-related subject matter that is provided by an instructor at a State facility or CPV location. This category should not be used for IT training open to the general public or for the purchase of training-related products available under statewide commodity contracts.
12. **Training Tool Development:** Training Tool Development involves the development of software, interactive web pages or automated delivery of training material or tests on any topic. This category does not include video production or offering access to preexisting products, services or content.