

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY
Agreement to Purchase Services

THIS AGREEMENT, made this 15th day of January, 2013, is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and GuideSoft, Inc. dba Knowledge Services, located at 5875 Castle Creek Parkway, Indianapolis, IN 46250, hereinafter called "Provider", for the period of January 15, 2013 to March 31, 2015.

The AdvantageME Vendor/Customer number of the Provider is VS0000010028.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B-IT - Payment and Other Provisions
- Rider C - Exceptions to Rider B-IT
- Rider D - RFP # 201206336 Managed Service Provider for IT Staff Augmentation Services
- Rider E - RFP # 201206336 Managed Service Provider for IT Staff Augmentation Services - Amendment 1
- Rider F - Knowledge Services Response to RFP # 201206336
- Rider G - Identification of Country in Which Contracted Work will be Performed
- Rider H - Debarment Form
- Rider I - IRS Safeguard Contract Language - Technology Services
- Rider J - State of Maine Information Technology Nondisclosure Agreement

WITNESSETH, that this Contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

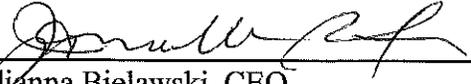
IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 2 original copies.

UNENCUMBERED
FEB 07 2013
NO FUNDS RESERVED
FOR THIS CONTRACT

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES - OFFICE OF INFORMATION TECHNOLOGY

By: 
James R. Smith - CIO State of Maine
and

GUIDESOFT, INC DBA KNOWLEDGE SERVICES

By: 
Julianna Bielawski, CEO

Total Agreement Amount: \$ Master Agreement - No funds encumbered.

Approved: 
Chair, State Purchases Review Committee

FEB 07 2013

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

This document creates a Master Contract under which IT Staff Augmentation services will be delivered. (Hereinafter, the Master Contract is referred to as the “Agreement” or “Contract.”)

Coverage

This statewide Master Contract may be used by all government agencies of the State of Maine. State boards, quasi-state government entities, political subdivisions of the State of Maine such as towns, cities and counties; Maine educational institutions, such as public school districts, state universities, and public colleges may participate in this Contract at the same prices, terms and conditions. Services furnished to Contract users will be billed directly to and paid for by the agency/board/town/city/county/college. The State of Maine shall have no responsibility for non-State Contract agreements.

This Contract is viewed as a multi-state cooperative purchasing agreement and is available to other states. The Department is not responsible for the transactions between the Provider and other states. All other states using this Contract are expected to negotiate their own terms and conditions with Provider.

Definitions

1. “Provider” means GuideSoft, Inc., d/b/a Knowledge Services.
2. “MSP” means Managed Services Provider.
3. “Managed Services Provider” means GuideSoft, Inc., d/b/a Knowledge Services.
4. “Employer of Record” means when GuideSoft, Inc. dba Knowledge Services acts as the employer of certain pre-identified individuals who have been selected by the Department, without the assistance of a recruiting, staffing, or any third party organization, to perform work on temporary assignments.
5. “Agent of Record” means when GuideSoft, Inc. dba Knowledge Services acts as the paying agent for certain pre-identified independent contractors who have been selected by the Department, without the assistance of a recruiting, staffing, or any third party organization, to perform work on temporary assignments.
6. “Resource” or “Resources” means individual(s) who have been selected by the Department to perform work on temporary assignment(s).
7. “Vendor” means a supplier of staffing services.
8. “Agency” means State of Maine agencies.
9. “Facility” means State of Maine facilities.
10. “IT” means Information Technology.
11. “VMS” means Vendor Management System.

Term

The initial term of the Contract shall be two years. Per terms of the Request for Proposals (RFP), on mutual agreement between the State of Maine and the Provider, the Contract may be renewed for a period of 1 year up to four (4) times, total of four additional years beyond the initial Contract term.

Services

The Provider shall deliver Managed Service Provider (MSP) services to manage the time and materials Information Technology (IT) staff augmentation program. The Provider/MSP will manage an IT vendor supplier network that will meet all of Maine's time and materials IT staffing requirements. The MSP should provide a full services staff augmentation program. The program shall include, but not be limited to:

1. On-site program manager/recruiter at the State of Maine, Augusta, Maine
2. Program management to performance Service Level Agreement measurements
3. Consultation with State staff
4. Development of individual position requirements based on job skill needs
5. Entry of position requirements with skills in Vendor Management System (VMS)
6. Position requisition posting to suppliers for candidate recruiting
7. Candidate screening based on skills and individual job needs
8. Candidate interview aid (screening, scheduling, coordination, background checks)
9. Candidate recommendation
10. Candidate or resource ("Resource") performance management (orientation, on-boarding, performance measurement, separation)
11. Management and mentoring of the supplier ("Vendor") network.
12. Provision, and configuration of a Vendor Management System (VMS) to automate and support the IT staff augmentation lifecycle and to provide standard and customized reports to the Department.
13. Transition and conversion of existing Computer Aid, Inc. contractors into the Knowledge Services MSP when mutually agreed to by the State of Maine and Provider.

Rates

Contract rates shall be per the rates outlined in Rider F - Knowledge Services RFP, Appendix F. These rates may be changed from time to time based on mutual written agreement between the State of Maine and Provider due to IT recruiting market conditions and changes in job skill requirements. All current and historical rates shall be posted on the Knowledge Services Maine Staff Augmentation internet portal. The Managed Services Provider fee is 1.87%. The Not to Exceed rate chart presented in Appendix F includes the MSP fee.

The Provider shall establish maximum, or not-to-exceed, bill rates by position title and location through the reverse auction functionality in the VMS. In the event that any hourly bill rates exceed the maximum rates, written approval by the State shall be required. The State may initiate agreements at exception rates, if needed, to recruit and engage candidates with special skills and experience.

Pre-identified Resources

As part of the State MSP Program, Knowledge Services shall provide Employer of Record or Agent of Record services, subject to approval by the State, for Resources pre-identified by the State. KHI Solutions, Inc. will become the Employer of Record and/or Agent of Record, and assign said Resource to any State facility subject to approval by the State, if determined by the State to be in the State's best interest. Resources from Vendors in the MSP program will not be converted to the Employer of Record Provider.

- 1) The Mark Up Rate shall be 14.0%.
- 2) To receive such reimbursement for providing such services, Knowledge Services shall invoice the State an Hourly Bill Rate ("HBR") as defined in the formula below, which will prevent any MSP markup on Statutory Costs.

("LPR") Loaded Pay Rate = Base Pay + Benefits. *Benefits are provided to the Resource at the direction of the State or applicable State Agency.*

("MUR") = Mark Up Rate

("SC") Statutory costs = including, but not limited to, FICA, Medicare, SUTA, FUTA, Workers Compensation Insurance, costs related to the Affordable Health Care Act, and any other statutorily mandated costs, taxes or fees.

("HBR") = [(LPR X MUR) + (LPR)] + (SC)

3) In the event that prescreening is necessary as determined by the using State agency, to the assignment of a resource under this paragraph, Knowledge Services shall bear the cost associated with the prescreening process.

For purposes of illustration only, the following example is provided below.

EXAMPLE:

LOADED PAY RATE (LPR) = \$25.00/HOUR

BENEFITS = \$0

MARK UP RATE (MUR) = 14%

STATUTORY COSTS (SC) = \$2.00

("HBR") = [(LPR X MUR) + (LPR)] + (SC)

\$25.00 * .14 = \$3.50

\$3.50 + \$25.00 + \$2.00 = \$30.50/HOUR

HOURLY BASE RATE = \$30.50/HOUR

Conversion Schedule

If the State determines that it would be in the State's best interest to hire a Resource of Vendor after a period of nine hundred and sixty (960) hours, Provider will require that Vendor will release the selected Resource from any non-competition agreements that may be in effect. This release will be at no cost to the State, Provider or Resource.

If the State determines that it would be in the State's best interest to hire a resource of Vendor prior to completion of a period of nine hundred and sixty (960) hours, the State will notify Provider, who in turn will notify the Vendor, of the State's intent to hire the Resource. Provider will require that Vendor release the selected Resource from any non-competition agreements that may be in effect, and will negotiate a conversion fee with Vendor, which shall not exceed the maximum rates detailed below:

Hours Worked	0-160 hours	>160-320 hours	>320-480 hours	>480-640 hours	>640-800 hours	>800-960 hours	>960 hours
Maximum/not to exceed conversion fee	20% of first year annual salary*	15% of first year annual salary*	12.5% of first year annual salary*	10% of first year annual salary*	7.5% of first year annual salary*	5% of first year annual salary*	0% of first year annual salary*

*The first year annual salary will be the annual salary that would be paid to Resource by the State during the first year of service, exclusive of any benefits or fees paid to the Resource.

Information Safeguard, Security, Background Checks, Debarment and Subcontractors

Provider, and all subcontractors, shall comply with information security requirements presented in Rider I – IRS Safeguard Contract Language – Technology Services, Rider J – State of Maine Information Technology Nondisclosure Agreement and Rider H- Debarment Form. Rider H, I and J Contract terms shall be included in all subcontractor agreements.

If the Department advises the Provider that an IT Resource provided through the Contract will have access to Federal Tax Information, the Provider may not enter into any subcontract or payroll agreement for the work to be performed by the IT Resource under this agreement without the express written consent of the Department which will include the appropriate 45-day notification to the IRS. The 45-day notification process will be coordinated and executed by the State of Maine, Maine Revenue Services. This provision shall not apply to contracts of employment between the Provider and its employees. This provision shall not apply to subcontracts for IT Resources not handling Federal Tax Information.

Provider agrees to conduct or require to have conducted a background check of any Resource placed on assignment at a State agency (“Agency”), or State facility (“Facility”), prior to the start of Resource’s assignment.

Background checks shall be completed for verification of, but not limited to:

- a. Social security trace – verification of social security number;
- b. Federal Criminal history check; including all State and Counties of Residence for the past 7 years;
- c. E-Verify employment eligibility verification;
- d. *Federal Exclusion and Debarment Screening (FACIS)*. Provider shall confirm that Resources are not excluded from participation in any federal health care program (such as Medicare or any state Medicaid program) or debarred or otherwise prohibited from participating in federal procurement and non-procurement programs by checking the Department of Health and Human Services’ Office of the Inspector General’s List of Excluded Individuals/Entities (<http://exclusions.oig.hhs.gov/search.html>) and the General Service Administration’s list of debarred contractors (<http://epls.arnet.gov>). Screening is valid for six (6) months prior to initial hire date. Provider shall administer an updated FACIS check when temporary personnel have been assigned to Client for a period of twelve (12) months or more;
- e. Sex Offender Registry check for all states of residency in the past seven (7) years; and
- f. A Maine Revenue Services tax liability check, if applicable, will be initiated by Provider, subject to Maine Revenue Services’ policies regarding such checks, for all Resources on assignment at Maine Revenue Services, and/or for Resources on assignment at other State Agencies, if so directed by the applicable Agency.

Resource may also be required to provide additional, relevant pre-assignment documents, at the request of a State Agency.

In the event that an Agency requires fingerprinting, such fingerprint check requirements shall supersede the background check requirements (a) and (b) stated above.

Provider may require Vendor to use a background check company specified by Provider.

Reasons for determining that a Resource did not satisfactorily pass the background check include, but are not limited to, the below guidelines. Any exceptions to the below guidelines must be approved by the Agency’s Human Resources Director.

- a. Candidates convicted of a criminal misdemeanor involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery, shall be excluded from consideration.
- b. Candidates convicted of criminal felonies or misdemeanors involving violent acts such as murder, assault, rape and battery shall be excluded from consideration.
- c. Candidates convicted of a criminal felony involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery shall be excluded from consideration.

Costs associated with background or fingerprint checks shall be the sole responsibility of the applicable Vendor, unless direct by the State Agency. Background and fingerprint check results shall be effective for a period of thirty (30) days prior to Resource's assignment start date. In the case of a "break in service" from the State, a background check is effective for a period of six (6) months, unless otherwise specified for assignments at a State hospital.

A background or fingerprint check may be required to be run each year for Resources on assignment, as measured from Resource's assignment start date, and as directed by the applicable Agency. In the event that Resource begins work for a new Agency or Facility during such time, a separate fingerprint check will be required. Additionally, assignments located at a State hospital, school or correctional facility may require a TB shot to be updated annually. In the event that this is not performed by the applicable Facility, Vendor will be responsible for such test.

At the sole discretion of the Agency or Facility Human Resources Director, a Resource may begin work pending the results of the background or fingerprint check. The Agency or Facility Human Resources Director may elect to waive any or all requirements, and such waiver shall be communicated in writing from the Agency or Facility to Provider prior to Resource's assignment. Provider shall then communicate such waiver in writing to Vendor. The State reserves the right to require additional checks as requested.

Intellectual Property

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by Provider prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire" and Provider transfers any ownership claim to the State, and all such materials will be the property of the State. Use of these materials, other than related to Agreement performance by Provider, without the prior written consent of the State, is prohibited. During the performance of this Agreement, Provider shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of Provider. Any loss or damage thereto shall be restored at Provider's expense. Provider shall provide the State full, immediate, and unrestricted access to the work product during the term of this Agreement. All subcontractor agreements shall include this requirement.

Space and Facilities

The State of Maine will provide internet access, workspace, telephone and copy/fax facilities to the Provider. Computer, e-mail and internal State of Maine network access shall be determined after Contract execution.

Other

Provider shall require that Vendor complete the attached Attachment I, "Knowledge Services MSP Resource Employment Status Validation Form," for each Resource that is selected to work on behalf of the State prior to the start of Resource's assignment. Provider shall require that Vendor upload this form into the system as specified by Provider prior to the start of Resource's assignment.

Vendor Management System Information

At the conclusion of the Contract the Provider shall provide all VMS Maine specific information to the State of Maine. The Provider shall provide the information in a mutually agreed upon format to facilitate data use and transition to an alternate vendor.

Service Level Agreement (SLA)

The Service Level Agreement (SLA), as set forth in the RFP shall govern this Contract for services. The goals, descriptions, calculations, and target shall be strictly adhered to, and any penalties defined below shall be enforced in this agreement. Additional SLAs as mutually agreed upon may be added, but any change in the original SLAs shall only be made at the sole discretion of the Department. Any changes must be made in writing through amendment of this agreement.

Service Level Agreement (SLA)	MSP Goal	Frequency	Description	Calculation	Target
Requisition Confirmation Response Time	4 business hours	Quarterly	Time for onsite manager or designee to respond to approved hiring manager request for new requirement or engagement extension: 8-5 local time	Number of NE* approved requirements with 4 hr. or less response time/Total number of NE approved requirements	90.0% or higher
Normal Resume Submittal Response Time	4 business days	Quarterly	Measures average response time from release of requirement to the network to hiring manager's receipt of first round of screened candidate resumes	Number of NE requisitions which received first round of resumes for review within 4 business days/ total number of NE requisitions.	90.0% or higher
Normal Round 1 Fill Rate	N/A	Quarterly	Measures Provider's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).	Total number of NE engagements resulting from the first round of resumes / total number of NE engagements.	80.0% or higher
Urgent Resume Submittal Response Time	2 business days	Quarterly	Measures average response time from release of requirement to the network to hiring manager's receipt of first round of screened candidate resumes - an urgent requirement is needed in less than 10 business days	Number of NE URGENT requisitions that received first batch of resumes for review within 2 business days / total number of NE URGENT requisitions.	92.0% or higher
Urgent Round 1 Fill Rate	N/A	Quarterly	Measures Provider's ability to fulfill requisitions within first round of resumes submitted to requestor (URGENT requisitions).	Total number of NE URGENT filled positions resulting from the first round of resumes / total	90.0% or higher

Service Level Agreement (SLA)	MSP Goal	Frequency	Description	Calculation	Target
				number of NE requisitions filled.	
Normal On-Boarding Response Time	2 Business Days	Quarterly	Measures Provider's ability to satisfactorily schedule the resources to be on-board after selection is made.	Candidate start date notification to manager within 2 days of candidate selection / total number of candidates started	90% or higher
Attrition Rate	N/A	Annual	Measures resource turnover due to unplanned situations that are not caused by the State, not including inadequate performance, death, and serious illness of the resource. Applicable situations include resource leaving for another position.	Number of unplanned turnovers from NE resources in period reviewed / total number of NE resources in the period reviewed. Resources are entering time in the period reviewed.	7.0% or lower
Performance Removal	N/A	Semi-annual (6-months)	Measures resource turnover due to inadequate resource performance.	Number of turnovers from NE resources in the period reviewed / total number of NE resources in the period reviewed. Resources are entering time in the period reviewed.	5.0% or lower
Opportunity to the Network	N/A	Annual	Measure of how many resource resumes, provided to the State after requisition, are from the Provider/MSP.	Total number of resumes provided to the State from Knowledge Services / total number of resumes provided to the State.	10.0% or lower
Usage of the Network	N/A	Annual	Measure of how many Knowledge Services resources are selected by the State.	Amount of spend from Knowledge Services (NE) resources within period / total amount of spend within period.	10.0% of spend or lower

Service Level Agreement (SLA)	MSP Goal	Frequency	Description	Calculation	Target
Customer Service Survey	N/A	Bi annual	Bi annual survey of satisfaction of the requestors with the NE resources placed at that agency by the Provider	# of managers who responded with less than 90% Satisfaction / total number of manager surveys sent	10% or less
Customer Service Survey - Vendor	N/A	Bi annual	Bi annual survey of satisfaction of the vendors	# of vendors who responded with less than 90% Satisfaction / total number of vendor surveys sent	10% or less
Vendor Invoice Payment	N/A	Quarterly	Payments made within payment terms agreed to in vendor MSA	Days between date of payment of subvendor invoice as marked in dotStaff VMS and date funds available to KS from State	10 business days
	*All SLAs are measured against non-exempt (NE) requirements or engagements. Exempt requirements and engagements include those for named resources, those drafted before the end of the “grace period”, and other similar situations. The Department reserves the right to define a requirement as exempt or non-exempt, at its sole discretion. No exempt requirements or engagements are to be included in the SLA calculations.				

The Department will provide a 90 day grace period to begin at Contract implementation or “go live,” forecasted for April 1, 2013) during which time any requirement requested, drafted, or created, or the resulting engagement will not be subject to the SLAs (exempt). All existing resources converted to the program during this time will be exempt from SLAs. Thereafter all requirements and engagements will be subject to the SLAs (non-exempt), except for requirements where the resource is identified outside of the normal candidate sourcing process (a “named” resource). Resources who were sourced through the normal process but are working on subsequent multiple engagements will be subject to the SLAs applicable, namely the attrition and performance removal SLAs.

All SLAs will be reviewed quarterly unless any single SLA fails the target, whereupon monthly review will be implemented. A discussion will take place between Provider and the Department, the Provider will be given a warning, and a plan will be developed to improve on the deficient SLA(s) and to reach the minimum achievement target by the next quarter. If the next quarterly review of the deficient SLA shows no improvement, the Provider will be placed on probation and the MSP will be given 3 months after the date of the quarterly review to show improvement in the SLA that failed. If the SLA is not met after the next quarterly review, financial penalties will be assessed by the Department. An amount equal to 0.1%

of the subsequent month's invoiced total will be due to the Department within 30 days of the end of the month or last billing cycle in the month. Financial penalties will continue to be due monthly until improvement is shown. If the SLA has not passed the target percentage in nine months from the date of the first quarterly review in which failure was reported, the financial penalty will be increased to 0.2% of each month's invoiced total. If after twelve months the SLA is not met, the financial penalty of 0.2% will continue and the Department will assess the entire program to determine, at its sole discretion, whether the Contract should be terminated for cause.

RIDER B-IT

METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ Master Agreement, Funds Encumbered As Used

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Provider to invoice State Agencies and other entities using agreement directly based on delivery order or purchasing document details. Purchasing agency to pay Provider based on contract standard terms and conditions.

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.

- B. All invoices must include the Purchase Order number and project or timesheet name.

In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

3. **INDEPENDENT CAPACITY** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.

4. **AGREEMENT ADMINISTRATOR** The Agreement Administrator is the Department's representative for this Agreement. S/he is the single authority to act on behalf of the Department for this Agreement. S/he shall make decisions on all claims of the Provider. The Provider shall address all contract correspondence to the Agreement Administrator. The following person is the Agreement Administrator for this Agreement:

Name:	T. Howker
Title:	OIT Contracts and Procurement
Address:	SHS 145, 51 Commerce Drive, Augusta, ME 04333-0145
Telephone:	207.624.8878
E-mail address:	Thomas.n.howker@maine.gov

5. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUBCONTRACTORS** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

8. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider certifies as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.

5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.

6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. EMPLOYMENT AND PERSONNEL The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time, or any other basis, during the period of this Agreement, any personnel who are, or have been, at any time during the period of this Agreement, in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time, or any other basis, during the period of this Agreement, any retired employee of the Department, who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement, so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. STATE EMPLOYEES NOT TO BENEFIT No individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, due to his employment by, or financial interest in, the Provider, or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. NO SOLICITATION The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a *bona fide* employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.

2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.

3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.

4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.

5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.

6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.

7. **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary

information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. TERMINATION The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;
4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;

7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and

8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

14. GOVERNMENTAL REQUIREMENTS The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

15. GOVERNING LAW This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

16. STATE HELD HARMLESS The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. LIMITATION OF LIABILITY The Provider's liability for damages sustained by the Department as the result of Provider's default or acts or omissions in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be no greater than:

1. Damages for violation or infringement of any copyright or trademark;
2. Damages for bodily injury (including death) to persons, and damages for physical injury to tangible personal property or real property; and
3. The amount of any other actual direct damages up to the greater of \$500,000 or three times the value of the Product or Service that is the subject of the claim, up to a maximum of \$25,000,000. For example, if the Product or Service that is the subject of the claim was valued at \$15,000,000, then the Provider would be liable for no more than \$25,000,000. For purposes of this subsection, the term "Product" would typically include the following, but not be limited to, Materials, Source Code, Machine Code, and Licenses.

Notwithstanding the above, Provider shall not be liable for any indirect or consequential damages.

18. NOTICE OF CLAIMS The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

19. APPROVAL This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

20. INSURANCE REQUIREMENTS The Provider shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection with, the fulfillment of this Agreement by the Provider, its agents, representatives, employees, or Subcontractors.

1. **Minimum Coverage**

1. Commercial general liability (including products, completed operations, and broad-form contractual): \$1,000,000 per occurrence;
2. Workers' Compensation and employer's liability: as required by law;
3. Professional liability: \$1,000,000; and
4. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence.

2. **Other Provisions** Unless explicitly waived by the Department, the insurance policies should contain, or be endorsed to contain, the following provisions:

1. The Provider's insurance coverage shall be the primary insurance. Any insurance or self- insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. The Provider shall furnish the Department with certificates of insurance and with those endorsements, if any, effecting coverage required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.
4. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason including nonpayment.

21. NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

22. SEVERABILITY The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

23. INTEGRATION All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B-IT (except for expressed exceptions to Rider B-IT included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

24. FORCE MAJEURE Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

25. SET-OFF RIGHTS The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

26. INTERPRETATION OF THE AGREEMENT

1. **Reliance on Policy Determinations** The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other

communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

2. **Titles Not Controlling** Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.

3. **No Rule of Construction** This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

27. **PERIOD OF WORK** Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

28. **NOTICES** All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

29. **ADVERTISING AND PUBLICATIONS** The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

30. **CONFLICT OF INTEREST** The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

31. **LOBBYING**

1. **Public Funds** No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

2. **Federal Certification** Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. **Other Funds** If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

32. **PROVIDER PERSONNEL**

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.

4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

33. STATE PROPERTY The Provider shall be responsible for the proper custody and care of any Department or State owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

34. PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.

2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

35. PRODUCT WARRANTY The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

36. OPPORTUNITY TO CURE The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall be not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

37. COVER If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

38. ACCESSIBILITY All IT products must be accessible to persons with disabilities, and must comply with the State Accessibility Policy and the Americans with Disabilities Act. All IT

applications must comply with the Computer Application Program Accessibility Standard (Maine.gov/oit/accessiblesoftware). All IT applications and contents delivered through web browsers must comply with the Website Standards (Maine.Gov/oit/webstandard) and the Website Accessibility Policy (Maine.Gov/oit/accessibleweb).

39. STATE IT POLICIES All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (Maine.Gov/oit/oitpolicies) effective at the time this Agreement is executed

40. CONFIDENTIALITY

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

41. OWNERSHIP

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

42. CUSTOM SOFTWARE For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

43. OFF-THE-SHELF (OTS) SOFTWARE For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.

2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

44. SOFTWARE AS SERVICE When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:

a. The Provider has failed to carry out its obligations set forth in the this Agreement; or

b. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or

c. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or

d. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or

e. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.

3. The Provider is responsible for all fees to be paid to the Escrow Agent.

4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

45. THIS ITEM IS INTENTIONALLY LEFT BLANK

46. THIS ITEM IS INTENTIONALLY LEFT BLANK

47. ENTIRE AGREEMENT This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party

of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

RIDER C
EXCEPTIONS TO RIDER B-IT

7. SUBLETTING, ASSIGNMENT OR TRANSFER

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement, unless modifications to the terms and conditions are otherwise agreed to by the Department.

12. ACCOUNTING, RECORDS AND AUDIT

4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period, with reasonable notice to Provider. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.

6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed, with reasonable notice to Provider. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.

13. TERMINATION

This paragraph is amended by adding at the end the following: The Department shall have the right to terminate the Agreement, without obligation to the Provider, in the event any appeal of the decision of the Director of the Bureau of General Services ("BGS") to deny an appeal hearing under 5 M.R.S. § 1825-E is granted and the matter remanded to BGS for further proceedings. In no event shall the Department be obligated to compensate the Provider for any investment in staff, systems, infrastructure or other related expense.

[Handwritten signature]
2/7/13

OK Smith
2/7/2013

RIDER D
RFP # 201206336 Managed Service Provider for IT Staff Augmentation Services
STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL
SERVICES
Office of Information Technology
RFP # 201206336

Managed Service Provider for IT Staff Augmentation Services

RFP Coordinator: Kevin Scheirer, Director of Special Projects
9 State House Station
111 Sewall Street
Augusta, Maine 04333-0009

Tel: (207) 624-7349 e-mail: kevin.scheirer@maine.gov Fax: (207) 287-6578

From the time this RFP is issued until award notification is made, all contact with the State regarding this RFP must be made through the aforementioned RFP Coordinator. No other person / State employee is empowered to make binding statements regarding this RFP. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

Bidders' Conference:

Tuesday, July 10, 2012, 9:00 a.m. – 10:30 a.m local time, Conference Call – Information will be updated by July 5, 2012, in the legal ad on the Division of Purchases website <http://www.maine.gov/purchases/venbid/rfp.shtml> and sent to all RFP requestors.

Deadline for Submitted Questions: Friday, July 13, 2012, 5:00 p.m. local time

Proposals Due: Tuesday, August 7, 2012, not later than 2:00 p.m. local time

Due to:

Division of Purchases
Burton M. Cross Building, 4th Floor, 111 Sewall Street
9 State House Station, Augusta ME 04333-0009

TABLE OF CONTENTS

Legal Advertisement	3
PART I INTRODUCTION	4
A. Purpose and Background	4
B. General Provisions	4
C. Eligible to Submit Bids	5
D. Contract Term	5
E. Number of Awards	5
PART II SCOPE OF SERVICES	6
A. Required Services & Expectations	6
B. MSP Model Requirements	6
C. Functional and Technical Requirements	7
D. Cost Proposal.....	13
PART III KEY RFP EVENTS	14
A. Timeline of Key RFP Events.....	14
B. Bidders Conference	14
C. Questions	14
D. Submitting the Proposal	15
PART IV PROPOSAL SUBMISSION REQUIREMENTS	16
A. Proposal Format	16
B. Proposal Contents.....	17
PART V PROPOSAL EVALUATION AND SELECTION	18
A. Evaluation Process - General Information.....	18
B. Scoring Weights and Process	19
C. Selection and Award	20
D. Appeal of Contract Awards	20
PART VI CONTRACT ADMINISTRATION AND CONDITIONS	20
A. Contract Document.....	20
B. Standard State Agreement Provisions	21
PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS	22
PART VIII APPENDICES	23

Legal Advertisement

**State of Maine
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
Office of Information Technology**

Managed Service Provider for IT Staff Augmentation Services

The State of Maine Department of Administrative and Financial Services, Office of Information Technology is seeking a requirement for a managed service provider (MSP) that will deliver time and materials IT staff augmentation services. In accordance with State procurement practices, the Department is hereby announcing the publication of a Request for Proposals (RFP) # 201206336 for the purchase of the aforementioned services.

A copy of the RFP can be obtained by contacting the Department’s RFP Coordinator for this project: Kevin Scheirer, Director of Special Projects. The RFP Coordinator can be reached at the following email address: kevin.scheirer@maine.gov. The Department encourages all interested vendors to obtain a copy of the RFP and submit a competitive proposal.

Bidders’ Conference:

Tuesday, July 10, 2012, 9:00 a.m. – 10:30 a.m local time, Conference Call – Information will be updated by July 5, 2012, in the legal ad on the Division of Purchases website <http://www.maine.gov/purchases/venbid/rfp.shtml> and sent to all RFP requestors.

Proposals must be submitted to the State of Maine Division of Purchases, located at the Burton M. Cross Office Building, 111 Sewall Street, 4th Floor, 9 State House Station, Augusta, Maine, 04333-0009. Proposals must be submitted by 2:00pm, local time, on August 7, 2012. Proposals not received at the Division of Purchases’ aforementioned address by the aforementioned deadline will not be considered for contract award.

**State of Maine - Department of Administrative and Financial Services, Office
of Information Technology
RFP # 201206336
Managed Service Provider for IT Staff Augmentation Services**

PART I INTRODUCTION

A. Purpose and Background

The Department of Administrative and Financial Services, Office of Information Technology (“Department”) is seeking proposals for a managed service provider (MSP) that will deliver time and materials IT staff augmentation services in an end to end technology solution as defined in this Request for Proposals (RFP) document. This document provides instructions for submitting proposals, the procedure and criteria by which the Provider will be selected, and the contractual terms which will govern the relationship between the State of Maine and the awarded Provider.

The Department is seeking an MSP solution that will manage and administer a supplier network, a vendor management system, and the IT staff augmentation process. It is the Department’s intention that the MSP will provide cost savings and process improvement benefits to the Department while providing a high level of quality candidates for job titles listed in Appendix B - Job Titles and Descriptions.

The Department has provided Appendix C – Current Contract Utilization, to show the number of hours billed by job title and skill category. Appendix C also contains vendor utilization which shows the number of engagements for vendors in the network. Appendix D contains the desired work flow process for agencies to engage IT staff augmentation candidates.

The Department has had an MSP program for time and materials IT staff augmentation since June 2010, with its current vendor Computer Aid, Inc. Please refer to <http://maine.compaid.com> and <http://www.maine.gov/purchases/contracts/infotechstaffaug.shtml> for more information about this program.

B. General Provisions

1. Issuance of this RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All proposals should adhere to the instructions and format requirements outlined in this RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements and Evaluation” section of this RFP.
3. Bidders shall take careful note that only materials offered in the proposal, information provided through interviews (if any), and internal Departmental information of previous contract history will be criteria for award consideration. The proposal shall be signed by a person authorized to legally bind the Bidder and shall contain a statement that the proposal and the pricing contained therein will remain valid for a period of 180 days from the date and time of the bid opening.
4. The RFP and the selected Bidder’s proposal, including all appendices or attachments, will be incorporated in the final contract.
5. The content of all proposals, correspondence, addenda, memoranda, working papers and other medium which discloses any aspect of the Request for Proposals process shall be considered public information

when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal(s) and the proposal(s) not selected, and the information in those proposals that a Bidder may consider proprietary in nature. Therefore, the State makes no representation it can or will maintain the confidentiality of such information. The act of submitting a proposal to the State shall be construed as understanding and acceptance of this public information disclosure requirement.

6. The State, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to this RFP.

C. Eligible to Submit Bids

Private corporations are invited to submit bids in response to this Request for Proposal.

D. Contract Term

The Department is seeking a “best-value” proposal to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note that the dates below are estimated and may need to be adjusted in order to complete all procedural requirements associated with this RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may at its discretion exercise optional contract renewal periods for up to four additional years.

The term of the anticipated contract, resulting from this RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	10/1/2012	9/30/2014
Renewal Period #1	10/1/2014	9/30/2015
Renewal Period #2	10/1/2015	9/30/2016
Renewal Period #3	10/1/2016	9/30/2017
Renewal Period #4	10/1/2017	9/30/2018

E. Number of Awards

The Department anticipates making one award as a result of this RFP process.

PART II SCOPE OF SERVICES

A. *Required Services & Expectations*

The Department is seeking a qualified vendor that will provide an MSP solution to manage the time and materials IT staff augmentation program. The MSP will manage a supplier network that will meet all of Maine's time and materials IT staffing requirements. The Department is seeking a supplier neutral, not-to-exceed (NTE) price rate card MSP model in which the selected MSP will manage the candidate sourcing and ongoing administration of the program. The MSP should provide a full services model which will include but not be limited to an on-site manager, consultation with Department staff, managing and mentoring of the supplier network, and flexible candidate screening process. The MSP will utilize a Vendor Management System (VMS) to automate and support the IT staff augmentation lifecycle and to provide standard and customized reports to the Department.

B. *MSP Model Requirements*

Please respond to each MSP model requirement with an individual high-level response (the functional/technical requirements found in Section C will require a more detailed response).

- 1) Please provide a general description of your MSP solution. Describe the core components of the solution you are proposing. In addition, describe how your model is scalable and flexible to meet unique agency needs.
- 2) Provide a detailed explanation of how you will supply candidates for all job titles listed in Appendix B. This should include a complete step-by-step description of the process that occurs once a need is identified to the on-site manager, through the on-boarding and timekeeping process. Include how an on-site manager would be part of the process of drafting and refining requirements. Describe in detail the screening process that the onsite manager or account team undergoes after receiving resumes through the VMS. The automated VMS process should be detailed in Section VII, but the manual process of screening and understanding candidate quality and ability to perform the requirements of the position should be detailed here. Provide examples and metrics from similar size and job market programs where candidate sourcing is successful.
- 3) The Department expects that the MSP will utilize suppliers as a significant source for requested candidates. Describe your experience managing a supplier network. The Department currently has a large open supplier network. Propose a plan that would (1) establish a tiered structure to the network based on a variety of metrics including supplier performance and economic impact in the State of Maine, (2) reduce the number of suppliers in the network, (3) establish a limited, periodic enrollment with criteria and time period, (4) include an exception process for supplier limited enrollment, (5) mitigate layers of subcontracting, and (6) facilitate the managing and mentoring of suppliers. This plan must maintain resources working on existing engagements at contract inception, sustain a supplier network that will put forward quality candidates for high demand job titles and unique requirements, and foster an open relationship between suppliers and the Department. The tiered structure of the network will be utilized by releasing requirements to the first tier and then to subsequent tiers. The Department reserves the right to change the proposed criteria and time period for limited, periodic enrollment.
- 4) The Department requires the MSP to provide a Vendor Management System (VMS). Provide a general description of the VMS tool that is proposed. What role does the VMS tool play in the proposed MSP model? Include a high-level description of its functionalities. Are you a value added re-seller of the proposed VMS solution? What sets your VMS tool apart from others that are available?

- 5) Describe how you would develop and maintain a partnership with Maine. It is expected that the MSP's on-site manager will be key in the partnership. Provide a plan that includes an on-site manager who will learn about Maine's core technologies and agency projects. Describe how the on-site manager will work with hiring managers.
- 6) The Department expects that the MSP will be proactive in proposing changes, if needed. Provide examples of other programs where you proactively proposed changes to improve performance metrics and overall program function. We expect our MSP program to grow and mature. How will you adjust your solution to meet our needs?

C. Functional and Technical Requirements

Please address each requirement individually with a detailed response.

I. Implementation

1. The Department requires that the implementation plan for the proposed solution be developed by the MSP and approved by the Department. The following is a list of what the implementation plan must include but is not limited to:
 - A. The implementation team that will be dedicated to the Department (remote and on-site) during implementation. These representatives should have extensive knowledge of IT industry trends and best practices. Submit resumes for the team members who will be assigned to the Department. If team members will be assigned upon award, supply the resumes of potential team members. The Department reserves the right to approve assigned team members based on resumes or interviews.
 - B. A plan for resources who are working under existing engagements with the Department and our current MSP.
 - C. A rollout plan for the VMS tool.
 - D. A plan for information, data, and knowledge transfer from the current MSP, if necessary.
 - E. Designated deployment (go-live) dates.
 - F. Monitoring and tracking of progress throughout the entire implementation phase.
 - G. The solution should be deployed within a 60 day timeframe.
 - H. Discovery sessions with subject matter experts from all agencies that use the program must be conducted.
 - I. All users must be trained in the use of the new program by the MSP prior to "go live". Training should include developing requirements with the on-site manager, use of the VMS tool, and other program functions.

II. General Solution Functionality

1. The job titles and descriptions listed in Appendix B - Job Titles represent the skills required at the time this RFP was issued. Do you have the ability to provide candidates for all Job Titles and Descriptions listed in Appendix B? Provide the number of resources (in a table format) in each job title (or similar job titles) you have supplied in a single program in calendar year 2011. You may use a combination of programs if no single program is representative. The table may be supplied as an attachment to your proposal.
2. As new technologies emerge, the Department expects that specific skills sets and technical needs will change. The Department reserves the right to update the job titles and position descriptions found in Appendix B. The MSP will monitor the changing technology environment and inform the Department of current status and any proposed changes.

Describe your ability to monitor the current technology environment and/or propose changes based on current market conditions.

3. The Department requires the MSP to meet with the Division of Purchases and Office of Information Technology (OIT) on a quarterly basis on-site (or upon request) to present reports showing, but not limited to the following:
 - a. Contract Utilization
 - b. MSP Performance
 - c. Supplier Network
 - d. Market Trends

Describe how you will provide the Department with information about the IT staff augmentation program in quarterly meetings.

III. Operations

1. The Department requires a qualified team to manage the relationship between the Department and the MSP, and the MSP and the supplier network. These team members should have extensive knowledge of IT industry trends and best practices. Identify the team members who will be assigned to the Department and submit resumes for any members who are not part of the implementation team. If team members will be assigned upon award, supply the resumes of potential team members. The Department reserves the right to select or reject assigned team members based on resumes or interviews. Explain how you will meet this requirement.
2. Any changes to this account team must be approved by the Department a minimum of 10 business days in advance. The Department reserves the right to request changes in the account team if performance is not satisfactory. Does the proposed solution meet this requirement?
3. The Department requires that an on-site manager will be provided as part of the MSP solution, Monday to Friday, 8 a.m. to 5 p.m. local time. Account management staff should also be provided during the same time frame to assist the Department in creating reports, addressing VMS issues, and providing backup to the onsite manager. Explain how the proposed solution will meet this requirement.
4. The Department requires the solution to provide VMS helpdesk services to the Department and suppliers (8 a.m. to 5 p.m., local time for any US time zone). Does the proposed solution meet this requirement?
5. The Department requires that the proposed solution include administrators who have access to the entire approval and supply chain. Does the proposed solution meet this requirement?
6. The Department requires the MSP to administer state and federal background checks. Does the proposed solution meet this requirement?
7. As part of your Solution, can you track if a resource is a W2 or 1099 contractor, or is eligible to work under an H1-B, L1 Visa, or I-9?
8. As part of determining eligibility to work, does your Solution use E-Verify? If not, explain how you verify eligibility to work in the U.S.
9. The Department requires that the proposed solution ensure that selected candidates are properly trained on any VMS requirements, such as appropriate time entry systems. Does the proposed solution meet this requirement?

10. The MSP will relieve the Department of issue management and resolution responsibilities with resources and suppliers. Explain how you will meet this requirement.
11. The Department requires that a standard communication process be developed for issue management and resolution, including specific points of contact for escalating issues. Explain how you will meet this requirement.
12. The Department requires the MSP to provide a plan for managing peaks and valleys in demand for resources. Explain how you will this requirement.

IV. Supplier Network and Candidate Sourcing

1. The Department requires that the MSP will not be biased towards participating suppliers and that the MSP objectively manage the program. Explain how you will meet this requirement.
2. Do you require all suppliers within the network to have a signed agreement?
3. The Department requires the option to provide input to the supplier agreements. Do you support this requirement?
4. The Department requires that the MSP at a minimum, hold quarterly metric meetings with its supplier network to update the supplier network on contract information and performance. The MSP must notify the Department when these meetings will occur, at least five (5) days prior to the date of the meeting, and the Department reserves the right to attend. Does the proposed solution meet this requirement?
5. The Department requires the solution to provide a process for the removal of any supplier, candidate, or contractor, including any affiliated company, from the Department's network list for unsatisfactory performance and upon request by the Department. Explain how you will meet this requirement.
6. Demonstrate your ability in other programs to make prompt payments to suppliers.
7. The Department expects that all suppliers will be notified of all requisitions that are released to the tiered supplier network, and it is required that all suppliers in the network have a fair and equitable opportunity to provide candidates to the Department. How will you ensure that all vendors in the network will be notified of all requisitions?
8. The Department requires an off program exception process for handling named resources, rate exceptions, or other exceptions. For all exceptions, the Department will have final approval. Does the proposed solution meet this requirement?
9. The Department currently requires a 4 day response time for candidate submittals from the MSP. Assuming the response time starts when the Department submits a requisition to the MSP, what is your average time across similar size and business sector programs for providing candidate resumes to the Department? Provide details with current year data.
10. The Department requires that the MSP have a mechanism in place so that candidate submittals do not identify the supplier, allowing the hiring manager to select candidates based on fit for the position, availability, and cost. How will you meet this requirement?
11. The Department expects the MSP to understand that the Department's hiring managers in some cases may prefer to be provided all resumes submitted by suppliers to determine the best fit for the position. How will the MSP meet this requirement?
12. The Department requires the MSP to coordinate and facilitate the candidate interview process with the Department. Explain how you will meet his requirement.

13. The Department expects that there will be a process or procedure in place to address situations that occur when the selected candidate(s) do not arrive at the worksite or cancel the engagement. Explain how the MSP will handle these types of situations.
14. The Department expects that the MSP will assist with the process of engagement extensions prior to the end date of the engagement. Explain how you will assist the Department and process engagement extension requests.
15. The Department requires that the MSP and/or supplier will be responsible for all employment related issues such as pay benefits, discipline, performance, employee relations, and termination. Explain how this requirement will be met.
16. Does your MSP model track the individual contracted worker tenure with the Department across multiple engagements, which may be continuous?

V. Control and Oversight

1. The Department expects the MSP to document the Department's processes and policies, and to automate them using the VMS to ensure compliance. Explain how the proposed solution will meet this requirement.
2. How does your solution support continuous process improvements which may include using surveys and/or evaluations?
3. The Department requires visibility and transparency into all transactions recorded by the VMS, including all MSP, Department, and vendor related transactions. Explain in detail how you will meet this requirement. Provide examples and sample screen shots.
4. The Department requires the MSP solution to provide regular benchmarking and trend analysis for local IT labor market rates. Does your solution meet this requirement?
5. At the Department's discretion the MSP may be required to perform a labor market rate review for all or some of the Job Titles in Appendix B. Explain how the market rate review would be done. If the Department determines that an NTE bill rate change is required, explain how that change would be implemented and how long it would take to implement. The Department may choose to implement an NTE bill rate change for all or some engagements and for all or only specific job titles.
6. The Department requires the MSP to track and report on candidate and supplier performance. Can the proposed solution track and report on candidate and supplier performance? Please provide examples of candidate and supplier tracking and reporting mechanisms.
7. The Department requires the MSP to supply the following list of reports on a regular, automated basis. Please indicate with a yes or no response if you can provide these reports. Provide a sample report for each positive response.
 - A. Candidate Reports (roll-off, engagement funding balance)
 - B. New Engagement Reports
 - C. Supplier Comparison Reports
 - D. Billing Reports (weekly & monthly)
 - E. Timecard Reports
8. In addition to the reports in question 7, the Department requires the MSP to configure and supply other standard and ad-hoc reports. Automatic delivery of these reports should be available to the contract administrator, hiring manager, and other contract users. Explain how you will meet this requirement. Provide a list and examples of all the standard reports

(except for the reports provided in question 7) your solution provides. All report lists and examples can be provided as an attachment.

9. The Department expects that report data can be exported for use in other applications (such as Microsoft Office). Does your solution meet this requirement?

VI. Performance Management

1. The Department will measure performance quarterly through on-site management reviews to determine the effectiveness of the program, the performance of the MSP, and the performance of the suppliers in the network. The MSP will be required to lead these reviews. Explain how you will meet this requirement.
2. The Department requires the MSP to meet the Service Level Agreements (SLA) in Appendix E. Explain how you will meet these requirements and provide evidence of this level of performance in other contracts. For instance, how you are able to comply with the attrition SLA in another, similar program.
3. The Department requires the MSP to comply with the procedure to remediate a failed SLA target detailed in Appendix E. Provide an example of when you have failed to meet an SLA target, and how and if you were able to eventually meet the SLA target. Were financial penalties involved?
4. The Department requires the solution to include a reporting mechanism to track compliance with the contract SLA. The reports are to be delivered to the Department's contract manager in an electronic form on a quarterly basis, and must contain drill-down features to allow the manager to understand the detail behind a particular measurement. Explain how you will meet this requirement.
5. The SLA reports that are provided by the MSP should include a summary of current performance, how far the current performance is above or below the target, the change in performance from the previous quarter, year-to-date performance, and program launch-to-date performance. Explain how you will meet this requirement.
6. The Department requires clear insight into MSP performance in areas not specified by the SLA such as candidate screening proficiency, supplier management, and relationship with Department program users. How will you provide transparency into your performance in these and other similar areas?
7. The Department requires the MSP to be proactive and recommend a course of action for quality improvement, if necessary. Explain how your solution will meet this requirement. Provide examples from other programs where you have done this.
8. The Department requires at a minimum, periodic measurement of the performance of candidates early in the assignment and at the end of an assignment. The onsite manager should be proactive in ensuring that evaluations are completed for candidates. Explain how your solution will meet this requirement.

VII. Vendor Management System

1. The Department requires the MSP to host the VMS. Explain how you will meet this requirement.
2. Will the VMS be hosted on hardware and software platforms dedicated to Maine's sole use? If not, what steps do you take to protect each of your customer's data from access by other customers?

3. The Department considers all data within the VMS owned by the Department. In the event the Department requests any and all data, the MSP will provide all data in a common form to the Department. Please confirm that you agree and explain how you would provide the data to the Department, if requested.
4. The Department requires the VMS to be accessible by end users through the internet. A web application is required. Does the proposed solution meet this requirement?
5. The Department requires the VMS to be user-friendly and easy to navigate. Explain how the proposed VMS meets this requirement and provide example screen shots.
6. The Department requires the VMS solution to provide data in real-time. Does the proposed solution meet this requirement?
7. The Department requires the VMS to support/allow customer modifications. Explain how the Department would request a modification to the system and the process required to implement a modification or change request.
8. The Department requires the VMS to have role-based security, grouping users by their roles and granting permission to perform various functions to system users based upon their membership in a group. Does the proposed solution meet this requirement?
9. The Department requires the VMS to allow for additional users and different types of user groups to be added on an as-needed basis. Does the proposed solution meet this requirement?
10. It is required that user authentication methods are used in the VMS. Explain how this requirement will be met.
11. It is required that the VMS give supervisors the ability to delegate approval authority on a case by case basis. Explain how your solution will meet this requirement.
12. The Department requires the VMS to automate communication via automatic e-mails. Explain how you will meet this requirement.
13. The Department requires the VMS to automate workflow for:
 - a. Requisitions, allowing users to view where the requisition is in the process at any point.
 - b. Suppliers submitting candidates.
 - c. Resume and interview management.
 - d. Selection and on-boarding.
 - e. Issue or problem resolution.

How will your solution meet these requirements?

14. The Department requires the VMS to auto generate requisition numbers. Explain how you will meet this requirement.
15. The Department requires the ability to name specific candidates within a requisition. Explain how your solution will be able to meet this requirement.
16. The Department requires that the VMS will allow attachments to requisitions. Explain how your VMS will meet this requirement.
17. The Department requires that once requisitions are entered into the VMS they can be edited by approvers. Explain how your solution will meet this requirement.

18. The Department requires the VMS to have the capability to bypass requisition approvers when directed by contract administrators. Explain how your solution will meet this requirement.
19. The Department requires the VMS to automatically generate requisition status updates to all interested parties. How will you meet this requirement?
20. The Department requires that the Department and supplier can view the status of each requisition. Explain how your solution will meet this requirement.
21. The Department requires the VMS to automate the screening of candidates by matching requisition requirements to resumes. The candidate should receive a score relative to the candidates' match with requirements, and this score should be visible to hiring managers. Explain in detail how your solution will meet this requirement.
22. The Department requires the VMS to allow users to view all candidate resumes that were submitted for each requisition at any time. Explain how your solution will meet this requirement.
23. The Department requires that the proposed VMS will capture all activities in the lifecycle of a resource's assignment/engagement or from the initial requisition and approval to selection, on-boarding, time collection, invoicing, and disengagement. Explain how this requirement will be met.
24. The Department requires the VMS to be able to accommodate single candidates working on multiple assignments/engagements. Explain how your VMS will accommodate this.
25. The Department requires the VMS to allow resources to enter time (hours or days worked) and managers to approve timesheets electronically on a weekly basis. How will your solution meet this requirement?
26. The Department requires electronic invoicing for individual agency users. Explain how your solution will meet this requirement.
27. The Department requires electronic invoicing to be separated by agency, agency user, agency purchase order number, and account line. Explain how your solution will accommodate this level of detail when invoicing agencies.
28. The Department requires that the VMS will allow users to create their own reports. Explain how your solution will meet this requirement.

D. Cost Proposal

I. Not to Exceed (NTE) Bill Rate

1. In Appendix F, an MS Excel spreadsheet is provided with the State of Maine's job titles. For each Job Title, enter the NTE bill rate that will be allowed for any resource. The MSP solution should give suppliers the opportunity to reduce their proposed rate if their candidate is selected for consideration by the state, or is extended beyond the original engagement end date. These NTE rates will be fixed for at least the first year of the contract, and may only be increased thereafter at the Department's discretion.
2. The NTE rate should be based on market data for IT labor rates in the southern Maine (Portland) and seacoast/ central New Hampshire (Portsmouth and Concord) areas.
3. The NTE rate should allow for experience in various technologies, including technologies in high demand. Exceptions to these NTE rates may be allowed on a case by case basis, and require the approval of the contract manager.

II. Managed Service Provider (MSP) Fee

1. The Bidder should provide their percentage of the NTE bill rate in the indicated worksheet in Appendix F, Cost Proposal. This fee will be fixed for the life of the contract, including any renewal periods, if exercised at the Department’s discretion.

III. Other Fees

1. The MSP shall not charge any other fee to the Department or supplier. The MSP should not require fees from the suppliers for invoicing, registration, or any other portion of the supplier’s involvement in the MSP solution.

PART III KEY RFP EVENTS

A. Timeline of Key RFP Events

Event Name	Event Date and Time
Bidders’ Conference	July 10 th , 2012, 9:00 am – 10:30 am local time
Due Date for Receipt of Written Questions	July 13 th , 2012 at 5:00 pm, local time
Due Date for Receipt of Proposals	August 7 th , 2012 at 2:00 pm, local time
Estimated Contract Start Date (subject to change)	October 1st, 2012

B. Bidders Conference

The Department will sponsor a Bidders’ Conference concerning this RFP beginning at the date and time shown in the timeline above. The Bidders’ Conference Call will be held on Tuesday, July 10th, 2012, from 9:00 a.m. – 10:30 a.m local time. Conference call information will be updated by July 5th in the legal ad on the Division of Purchases website <http://www.maine.gov/purchases/venbid/rfp.shtml> and sent to all RFP requestors. The State of Maine is changing providers and will receive new conference call information after July 1, 2012.

The purpose of the Bidders’ Conference is to answer and/or field questions, clarify for potential Bidders any aspect of the RFP requirements that may be necessary and provide supplemental information to assist potential Bidders in submitting responses to the RFP. Although attendance at the Bidders’ Conference is not mandatory, it is *strongly encouraged* that interested Bidders attend.

C. Questions

I. General Instructions

1. It is the responsibility of each Bidder to examine the entire RFP and to seek clarification in writing if the Bidder does not understand any information or instructions.
2. Questions regarding the RFP must be submitted in writing and received by the RFP Coordinator as soon as possible but no later than the date and time specified in the timeline above.
3. Questions may be submitted by e-mail, fax or regular mail. If faxed, please be sure to include a cover sheet addressed to the RFP Coordinator listed on the cover of this RFP, and indicate the number of pages sent. The Department assumes no liability for assuring accurate/complete fax or e-mail transmission and receipt.
4. Include a heading with the RFP Number and Title. Be sure to refer to the page number and paragraph within this RFP relevant to the question presented for clarification, if applicable.
5. Send written questions to the RFP Coordinator listed on the cover page of this RFP document.

II. Written Questions Due:

Written questions must be received by the RFP Coordinator no later than 5:00 p.m. local time at the date shown in the timeline above. No questions will be accepted after the aforementioned written question due date.

III. Summary of Questions and Answers

Responses to all substantive and relevant questions will be compiled in writing and distributed to all registered, interested persons by e-mail no later than seven (7) calendar days prior to the proposal due date. Only those answers issued in writing by the RFP Coordinator will be considered binding. The Department reserves the right to answer or not answer any question received.

D. Submitting the Proposal

I. Proposals due

Proposals must be received no later than 2:00 p.m. local time, at the date listed in the timeline above, at which point they will be opened. Proposals received after the 2:00 p.m. deadline will be rejected without exception.

II. Mailing/Delivery Instructions

PLEASE NOTE: The proposals are not to be submitted to the RFP Coordinator at the requesting Department. The official delivery site is the State of Maine Division of Purchases (address shown below).

1. Only proposals received at the official delivery site prior to the stated deadline will be considered. Bidders submitting proposals are responsible for allowing adequate time for delivery. Proposals received after the 2:00 p.m. deadline will be rejected without exception. Postmarks do not count and fax or electronic mail transmissions of proposals are not permitted unless expressly stated in this RFP. Any method of hardcopy delivery is acceptable, such as US Mail, in-person delivery by Bidder, or use of private courier services.
2. The Bidder must send a sealed package including an original and **4** copies of the complete proposal. Please clearly label the original. One electronic copy of the proposal must also be provided on CD or flash drive with the complete narrative and attachments in MS Word or Excel format as applicable. Any attachments that cannot be submitted in MS Office format may be submitted as Adobe (.pdf) files.
3. Address each package as follows (and be sure to include the Bidder's full business name and address as well as the RFP number and title):

Bidder Name/Return Address

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta ME 04333-0009

Re: RFP # 201206336 Managed Service Provider for IT Staff Augmentation Services

PART IV PROPOSAL SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal should follow the outline used below. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being considered non-responsive or receiving a reduced score. The State reserves the right, at its discretion, to determine whether a variance from the RFP specifications should result in disqualification, reduction in evaluation scoring, be waived as a minor irregularity, or be otherwise addressed. **Please Note: Rephrasing of the content provided in the Request for Proposal will, at best, be considered minimally responsive.** The Department is interested in a detailed yet succinct response that demonstrates the Bidder's experience and ability to perform the requirements specified throughout this document.

A. *Proposal Format*

- I. For clarity purposes, the proposal should be typed or printed. For reference purposes, standard proposals received by the State are usually submitted single-spaced with 1" margins on white 8 ½" x 11" paper using a font no smaller than 12 point Times New Roman or similar.
- II. All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity purposes, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- III. Bidders are asked to be brief and to respond to each question and instruction listed in the "Proposal Submission Requirements and Evaluation" section of this RFP. Number each portion of the proposal to correspond to the relevant section of the RFP. The proposal should be limited to a maximum total of **45 pages**.
- IV. The following proposal elements, if applicable/requested, will not be counted as part of the maximum total number of pages allowed for the proposal: proposal cover page, table of contents, financial forms, any required attachments, appendices, or forms provided by the Department in the RFP, organizational charts, job descriptions, or staff résumés.
- V. The Bidder may not substitute additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the proposal limit may not be considered in rating the proposals and will not be returned. Bidders shall not include brochures or other promotional material with their proposals.
- VI. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.
- VII. It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the Department's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
- VIII. Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including applicant address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

A.

B. Proposal Contents

I. Section I: Organization Qualifications and Experience

1. Description of the Organization

Present a detailed statement of qualifications and summary of relevant experience. If subcontractors are to be used as part of the MSP function (not the supplier network), provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

2. Organizational Description and Qualifications

- a. Location of the corporate headquarters. Also, describe the current or proposed location where services will be provided or from which the contract will be managed.
- b. Attach a copy of the face page of the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract.

3. Organizational Experience

Briefly describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. Include similar information for any subcontractors mentioned in the Description of the Organization.

4. Description of Experience with Similar Projects

- a. Provide a description of five public or private programs within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the five examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number. Please note that contract history with the State of Maine, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.
- b. For evaluation purposes, the Department reserves the right to use additional knowledge that may not be provided within a Bidder's proposal. For example, the Department may contact individuals, entities, or organizations that have had recent dealings with the Bidder, whether or not they are identified as references.
- c. If the Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder's general capabilities.

II. Section II: Specifications of Work to be Performed

1. Services to be Provided

Respond to the Scope of Services referenced above in this RFP and what the Bidder will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. If subcontractors are involved (not including the supplier network), clearly identify the work each will perform.

III. Section III: Cost Proposal

1. General Instructions

- a. The Bidder must submit a cost proposal that covers the entire period of the contract, including any optional renewal periods.
- b. The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.
- c. Failure to provide the requested information, or to follow the required response format, may result in the exclusion of the proposal from consideration, at the discretion of the State.
- d. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the Department may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

IV. Section IV: Economic Impact within the State of Maine

In addition to all other information requested within this RFP, each Bidder must dedicate a section of its proposal to describing the Bidder's economic impact upon and within the State of Maine. The use of economic impact in making contract award decisions is required in accordance with Executive Order 2012-004, which states that "all service contracts expected to exceed \$100,000 in total value advertised for competitive bid shall include scoring criteria evaluating the responding Bidder's economic impact on the Maine economy and State revenues."

For the purposes of this RFP, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder's business operations.

To complete the "economic impact" section of the Bidder's proposal, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

V. Section V: Required Proposal Attachments

No additional proposal attachments apart from those requested in the Scope of Services are required by the Department.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals shall be accomplished as follows:

A. Evaluation Process - General Information

- I.** An evaluation team composed of qualified reviewers will judge the merits of the proposals in accordance with the criteria defined in this RFP.
- II.** Officials responsible for making decisions on the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal best satisfies the criteria of the RFP.

III. The Department reserves the right to communicate or schedule interviews/presentations with the Bidders if needed to obtain clarification of information contained in the proposals, and may revise the scores assigned in the initial evaluation to reflect those communications or interviews/presentations. The Department reserves the right to make video or audio recordings of any applicable interview/presentation process. Changes to proposals are not permitted during the interview/presentation process. The Department reserves the right to make a contract award without any further discussion with the Bidders, regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available from a price and technical standpoint.

B. Scoring Weights and Process

I. Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each proposal meets the following criteria.

Section I. Organization Qualifications and Experience (30 points)

Includes all elements addressed above in Part IV, Section I.

Section II. Specifications of Work to be Performed (40 points)

Includes all elements addressed above in Part IV, Section II.

Section III. Cost Proposal (25 points)

Includes all elements addressed above in Part IV, Section III.

Section IV. Economic Impact within the State of Maine (5 points)

Includes all elements addressed above in Part IV, Section IV.

II. Scoring Process

The review team will use a consensus approach to evaluate the bids. Members of the review team will not score the proposals individually but instead will arrive at a consensus as to assignment of points on each category of each proposal. The Cost section will be scored according to a mathematical formula described below.

III. Scoring the Cost Proposal

The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded 25 points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula proportions the 25 points between the two elements of the cost proposal in this way:

$(\text{lowest submitted NTE bill rate total} / \text{NTE bill rate total of proposal being scored}) \times 10 = \text{pro-rated score}$

$(\text{lowest submitted MSP Fee} / \text{MSP Fee of proposal being scored}) \times 15 = \text{pro-rated score}$

No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

IV. Negotiations

The Department reserves the right to negotiate with the successful Bidder in the finalization of the contract at the same rate or cost of service as presented in the selected proposal. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department's

Request for Proposals to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

C. Selection and Award

- I. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Purchases Review Committee.
- II. Notification of contractor selection or non-selection will be made in writing by the Department.
- III. Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
- IV. The Department reserves the right to reject any and all proposals.

D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from this RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E. The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

PART VI CONTRACT ADMINISTRATION AND CONDITIONS

A. Contract Document

- I. The successful Bidder will be required to execute a contract in the form of a State of Maine Agreement to Purchase Services (BP54). A list of applicable Riders is as follows:

Rider A: Specification of Work to be Performed
Rider B: Method of Payment and Other Provisions
Rider C: Exceptions to Rider B
Rider G: Identification of Country in Which Contracted Work Will Be Performed

The complete set of standard BP54 contract documents may be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms/BP54%20EO-IT.doc>

Other forms and contract documents commonly used by the State can be found on the Division of Purchases website at the following link: <http://www.maine.gov/purchases/info/forms.shtml>

- II. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Purchases Review Committee. Contracts are not considered fully executed and valid until approved by the State Purchases Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, Chapter 110, 3.B.i.):

<http://www.maine.gov/purchases/policies/110.shtml>

This provision means that a contract cannot be effective until at least 14 days after award notification.

III. The Department estimates having the Agreement in place by October 1, 2012. The State recognizes, however, that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Purchases Review Committee. Any appeals to the Department's award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date may need to be adjusted, if necessary, to comply with mandated requirements.

IV. Independently, and not as an agent of the State of Maine, the contractor shall furnish all necessary labor, materials, equipment, qualified personnel, facilities and services, as needed to perform and provide the services described.

B. Standard State Agreement Provisions

I. Agreement Administration

1. Following the award, an Agreement Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after award for consultation with the successful Bidder in the finalization of the contract.
2. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.

II. Payments and Other Provisions

The State anticipates paying the Contractor on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable.

PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS

Appendix A – State of Maine Proposal Cover Page

Appendix B - Job Titles and Descriptions

Appendix C - Current Contract Utilization

Appendix D – State of Maine Workflow

Appendix E – Service Level Agreements

Appendix F – Cost Proposal

PART VIII APPENDICES**Appendix A**

State of Maine
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
Office of Information Technology

PROPOSAL COVER PAGE**RFP # 201206336****Managed Service Provider for IT Staff Augmentation Services**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Proposed Cost (Insert MSP Fee Here):	
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature_____
Date_____
Name and Title (Typed)

Appendix B - Job Titles and Descriptions

<u>Architect - Junior</u>	26
<u>JAR1</u>	26
<u>Architect - Senior</u>	26
<u>SAR1</u>	26
<u>Business Analyst</u>	27
<u>BA1</u>	27
<u>BA2</u>	27
<u>BA3</u>	27
<u>Client Technologies Specialist</u>	27
<u>CTS1</u>	27
<u>CTS2</u>	28
<u>Configuration Management Specialist</u>	28
<u>CMS1</u>	28
<u>Data Architect</u>	29
<u>DA1</u>	29
<u>Data Entry Operator</u>	29
<u>DE1</u>	29
<u>DE2</u>	29
<u>Database Administrator</u>	30
<u>DBA1</u>	30
<u>DBA2</u>	30
<u>DBA3</u>	31
<u>DBA4</u>	31
<u>Functional Architect</u>	31
<u>FA1</u>	31
<u>FA2</u>	32
<u>FA3</u>	32
<u>FA4</u>	32
<u>Graphic Designer</u>	33
<u>GD1</u>	33
<u>Help Desk Analyst</u>	33
<u>HDA1</u>	33
<u>HDA2</u>	34
<u>HDA3</u>	34
<u>Help Desk Technician</u>	34
<u>HDT1</u>	34
<u>HDT2</u>	35
<u>HDT3</u>	35
<u>Product Specialist</u>	35
<u>PS1</u>	36
<u>PS2</u>	36
<u>PS3</u>	36
<u>Project Manager</u>	36
<u>PM1</u>	37
<u>PM2</u>	37
<u>PM3</u>	38
<u>Programmer</u>	38
<u>PR1</u>	38
<u>PR2</u>	38
<u>PR3</u>	39
<u>PR4</u>	39
<u>PR5</u>	39

<u>Quality Assurance Specialist</u>	40
<u>QAS1</u>	40
<u>QAS2</u>	40
<u>QAS3</u>	40
<u>Senior Business Subject Matter Expert</u>	41
<u>SME1</u>	41
<u>Senior Database Architect</u>	42
<u>SDA1</u>	42
<u>Senior Project Manager</u>	42
<u>SPM1</u>	42
<u>Service Desk</u>	43
<u>SD2</u>	43
<u>SD3</u>	43
<u>Software Process Engineer</u>	43
<u>SPS1</u>	44
<u>SPS2</u>	44
<u>SPS3</u>	44
<u>System Administrator</u>	44
<u>SA1</u>	45
<u>SA2</u>	45
<u>SA3</u>	45
<u>System Specialist</u>	46
<u>SS1</u>	46
<u>SS2</u>	47
<u>SS3</u>	47
<u>Team Lead</u>	47
<u>TL1</u>	47
<u>TL2</u>	48
<u>Technical Architecture Specialist</u>	48
<u>TAS1</u>	48
<u>TAS2</u>	49
<u>TAS3</u>	49
<u>TAS4</u>	49
<u>Technical Writer</u>	50
<u>TW1</u>	50
<u>TW2</u>	50
<u>TW3</u>	51
<u>Telecom Engineer</u>	51
<u>TE1</u>	51
<u>TE2</u>	52
<u>TE3</u>	52
<u>Tester</u>	52
<u>Test1</u>	52
<u>Test2</u>	52
<u>Test3</u>	53
<u>Test4</u>	53
<u>Voice/Data Engineer</u>	54
<u>VDE1</u>	54
<u>VDE2</u>	54
<u>VDE3</u>	54

Architect - Junior

The Junior Architect has the ability to design, develop, and implement application infrastructure to provide reliable and scalable applications and systems to meet the organization's objectives and requirements. The Junior Architect is familiar with a variety of the application technologies, environments, concepts, methodologies, practices, and procedures. The Junior Architect is also able to perform a variety of complicated tasks with minimal or no direct supervision. The Junior Architect is also experienced in defining systems and application architecture.

JARI

Years of Relevant Experience: 3- 5 years software development, and testing.

Preferred Education: 4 year college degree in computer science or related field with advanced study preferred.

Role Description:

- Proven experience with hands-on technical development work.
- Ability to coordinate with technical leads, business users and project managers.
- Experience participating in development of standards and product recommendations.
- Experience designing and architecting systems as a member of a design team.
- Experience working through every phase of software development life cycle.
- Strong verbal communication.

Architect - Senior

The Senior Architect is responsible for designing, developing, and implementing application infrastructure to provide highly-complex, reliable, and scalable applications and systems to meet the organization's objectives and requirements. Senior Architects are familiar with a variety of the application technologies, environments, concepts, methodologies, practices, and procedures and rely on experience and judgment to plan and accomplish goals. Senior Architects are able to perform a variety of complicated tasks with minimal or no direct supervision. They have proven experience defining systems and application architecture and provide vision, problem anticipation, and problem solving ability to organization. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

SARI

Years of Relevant Experience: 5 years software development, testing, and project management

Preferred Education: 4 year college degree in computer science or related field with advanced study preferred.

Role Description:

- Manages, organizes, and administers systems analysis and preparation of applications and operating systems programming to process data and solve problems by use of computers.
- Establishes priorities and schedules, and oversees and reviews work of systems analysis personnel and programming personnel.
- Reviews feasibility studies and time and cost estimates of new or revised systems.
- Assists in the development of standards, procedures, and operating systems applications.
- A combination of directly-related technical training and hands-on experience.
- Works with stakeholders and management to ensure projects are completed on time and according to organization standards.
- Consults with personnel in other information systems groups to coordinate activities.
- Consults with management to clarify systems and programs intent, identify problems, suggest changes, and determine extent of application systems changes required.
- Participates in developing a project plan and schedule with key milestones, contingency plans, workflow charts or diagrams, considering factors, such as resource requirements, computer storage capacity and speed, extent of peripheral equipment, and intended use of output data.
- Manages conversion of workflow charts to language that can be processed by computer and entering of program codes and test data into computer.
- Analyzes test runs on computer and supervises correction of coded program and input data.
- Manages the revision of existing programs to increase operating efficiency or adapt to new requirements.
- Compiles documentation of program development and subsequent revisions.
- Trains subordinates in systems analysis, feasibility studies, programming, and program coding.
- Prescribes standards for terms and symbols used to simplify interpretation of programs.
- Collaborates with computer manufacturers and other users to develop new programming methods.
- Prepares records and reports.

Business Analyst

The Business Analyst is responsible for the set of tasks and techniques used to work as a liaison among stakeholders in order to understand the structure, policies, and operations of an organization, and to recommend solutions that enable the organization to achieve its goals.

BA1

Years of Relevant Experience: 2+ years

Preferred Education: 4 year college degree or equivalent

Role Description:

- Experience conducting Facilitated Workshops for requirements analysis.
- Experience creating workflows using formal notation such as the Business Process Modeling Notation (BPMN).
- Knowledge of formal requirements gathering methodologies.
- Experience developing Business Requirements - project initiation document, what the needed achievements will be, and the quality measures.
- Experience developing Functional requirements - describe what the system, process, or product/service must do in order to fulfill the business requirements.
- Experience developing User (stakeholder) requirements - are a very important part of the deliverables, the needs of the stakeholders will have to be correctly interpreted. This deliverable can also reflect how the product will be designed, developed, and define how test cases must be formulated.
- Experience developing Quality-of-service (non-functional) requirements - are requirements that do not perform a specific function for the business requirement but are needed to support the functionality. For example: performance, scalability, quality of service (QoS), security and usability.
- Experience developing Report Specifications - define the purpose of a report, its justification, attributes and columns, owners and runtime parameters.
- Experience developing Requirements Traceability Matrix - a cross matrix for recording the requirements through each stage of the requirements gathering process.
- Strong organization and writing skills. Experienced developing graphic representations of complex business processes.

BA2

Years of Relevant Experience: 4+ years

Preferred Education: 4 year college degree or equivalent

Role Description:

- Similar duties/skills to BA1. Additional work experience and knowledge.

BA3

Years of Relevant Experience: 7+ years

Preferred Education: 4 year college degree or equivalent and IIBA Certified Business Analyst Professional (CBAP) designation

Role Description:

- Similar duties/skills to BA2. Additional work experience, job knowledge and certification.

Client Technologies Specialist

The Specialist is knowledgeable on the usage and support of a collection of personal computer platforms (a range of laptops and desktops, both Windows and Mac) or technical architectures, and products that run on those platforms. The individual performs a full range of computer administration functions with minimal direction and/or technical support. The individual will install and configure system hardware, software, printers and verify network connectivity. The individual shall perform advanced troubleshooting and vendor technical liaison functions. The individual shall design and implement trouble shooting and correction plans, develop and coordinate user training programs and documenting all processes and procedures. The Specialists are responsible for collaborating with Technical Architecture Specialist, Functional Architects, Programmers and vendors to coordinate and enhance the use of the platform and facilitate migration to new versions of the platform.

CTS1

Years of Relevant Experience: 1-3 years in desired environment

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Assist in coordination of testing changes, upgrades and new software products, ensuring systems will operate correctly in current and future environment.
- Make recommendations on functional and technical improvements to the environment.

Appendix B

- Participate in performance and volume analysis and design.
- Participate in performance improvement activities. Identify and apply potential improvements related to the environment for an application.
- Provide accurate and complete answers to general use and environment questions in a timely manner.
- Serve as the point of contact for technology support and services.
- Serve as the point of integration between the business functions of the department and the technology requirements of the department.
- Provide desktop computer support.
- Serve as a point of contact for communication and coordination of service outages.
- Attend and participate in bi-weekly team and problem review meetings.
- Manage the retirement and disposal of obsolete or broken computer equipment.
- Coordinate the procurement and installation of new computer hardware and software.
- Coordinate virus protection software programs within departments.
- Understand the installation of software patches and upgrades.
- Provide input to training and/or documentation materials regarding latest technical and functional design changes.
- Ensure that all work is documented for future reference.
- Follow quality standards.
- Ensure effective and reliable backups are being performed.
- Proactively address customer needs.
- Communicate accurate and useful status updates.
- Evaluate and/or recommend purchases of computers, network hardware, peripheral equipment, and software;
- Investigate user problems, identify their source, determine possible solutions, test and implement solutions.
- Install, configure, and maintain personal computers and other related equipment, devices, and systems adds or upgrades and configures modems, disk drives, CD ROMs, printers, and related equipment.
- Assist in troubleshooting network issues, systems, and applications to identify and correct malfunctions and other operational difficulties.
- Develop and conduct various training and instruction for system users.
- Identify utilization patterns and their effect on operation/system availability and performance expectations.
- Ability to work in a team environment.
- Strong communication skills; both written and spoken.

CTS2

Years of Relevant Experience: 3-5 years in desired environment

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in CT-S1 plus the following:

- Actively participate in analyzing and evaluating emerging software and hardware technologies/standards.
- Develop appropriate functional and usability standards for the environments.
- Assist in planning and implementing shared software, such as operating systems, configuration management tools, application and development tools, testing tools, etc.
- Assist in planning and coordinating testing changes, upgrades and new and standard products, ensuring systems will operate correctly in current and future environment.
- Anticipate, identify, track and resolve issues and risks affecting own work. Develop contingency plans as necessary.
- Analyze the functional and/or technical impact of new product releases.
- Meet with department heads, managers, supervisors, vendors, and others, to solicit cooperation and resolve problems.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

Configuration Management Specialist

The Configuration Management Specialist is an expert in designing, establishing and operating the tooling required to support an Application Software development team or organization.

CMS1

Years of Relevant Experience: 3-5+ years

Preferred Education: 4 year college degree or equivalent

Role Description:

They must have a strong competency in the following areas:

Appendix B

- Defect, enhancement, issue, and problem-tracking tools. These tools are used in connection with the problem-tracking issues associated with a particular software product.
- Version management tools. These tools are involved in the management of multiple versions of a product.
- Release and build tools. These tools are used to manage the tasks of software release and build. The category includes installation tools which have become widely used for configuring the installation of software products.

In addition, they will likely maintain some language competency in programming related to creating scripts or automation in support of the software lifecycle.

Data Architect

Well versed in entity relationship modeling methodology. Knows how to implement third normal form, referential Integrity and re–the importance of and reference/lookup tables. *An experienced OLTP Data Architect has designed >2 small OLTP systems (under 50 tables) and >2 medium to large OLTP system consisting of 50+ tables and has designed =>2 data marts and =>2 data warehouse systems.*

DA1

Years of Relevant Experience: 5+ years

Preferred Education: 4 year college degree or equivalent

Role Description:

- Meet with User Groups to gather data requirements for a medium to large application.
- Translate User data requirements into a logical data model.
- Validate the logical data model with all User Groups.
- Translate the logical data model into a physical database design.
- Provide the DDL from the physical design to the DBA group who creates the actual schema.

Data Entry Operator

For data entry projects that require manual key entry and/or data capture through scanning.

DE1

Years of Relevant Experience: 0 to 2 years

Preferred Education: Associates Degree or equivalent

Role Description

- Comprehensive PC skills
- Able to follow written and spoken instructions
- Minimum of 25 wpm
- Ability to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen.
- Duties involve utilizing automated equipment, including electronic keyboard, display screen, and sorted memory to perform.
- Ability to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques.
- Ability to conduct basic data mining and data capture efforts
- The total number of keystrokes is limited to actual characters, numbers and special characters that are keyed. Spaces, function keys, nulls, and zeros are not counted as keystrokes.
- The contractor must complete all data forms within an agreed-upon amount of time from receipt or average a minimum of a set number of strokes each week data forms are in possession.
- Error rate cannot exceed 1/2%. Error rate is calculated on a character (not field or record) basis.
- Knowledge of imaging and visual display operating practices, procedures, and techniques.
- Knowledge of arithmetic and numbering systems.
- Ability to operate equipment with speed and accuracy to ensure information is captured.

DE2

Years of Relevant Experience: 2 to 4 years

Preferred Education: Associates Degree or equivalent

Role Description:

- Comprehensive PC skills
- Able to follow written and spoken instructions
- Minimum of 35 wpm

Appendix B

- Ability to accurately enter information into a computer, accessing information from a computer, and verifying information on a screen.
- Duties involve utilizing automated equipment, including electronic keyboard, display screen, and sorted memory to perform.
- Ability to operate and understand basic scanning and imaging equipment, including pan, skew, and image correction techniques.
- Ability to conduct basic data mining and data capture efforts.
- The total number of keystrokes is limited to actual characters, numbers and special characters that are keyed. Spaces, function keys, nulls, and zeros are not counted as keystrokes.
- The contractor must complete all data forms within an agreed-upon amount of time from receipt or average a minimum of a set number of strokes each week data forms are in possession.
- Error rate cannot exceed 1/2%. Error rate is calculated on a character (not field or record) basis.
- Knowledge of imaging and visual display operating practices, procedures, and techniques.
- Knowledge of arithmetic and numbering systems.
- Ability to operate equipment with speed and accuracy to ensure information is captured.

Database Administrator

The Database Administrator is responsible for data analysis and database management.

Database Administrators typically are involved in maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning. Database Administrators have a range of skills and knowledge of the utilities and production tools used for data storage management to support the Application Team. Database Administrators have experience upgrading databases from version x to version y and application of database patches. Database Administrators are familiar with vendor support call and escalation procedures. Database Administrators have experience with system monitoring and alerting techniques.

DBA1

Years of Experience: 2 to 3 years

Education: 4 year college degree or equivalent technical study

Role Description:

- Skilled data dictionary analysis and design and data model analysis design.
- Maintains central data repository.
- Experience and knowledge in supporting application system development life cycle.
- Responsible for data dictionary backup and recovery.
- Responsible for definition of standards of data dictionaries.
- May program dictionary analysis and maintenance software.
- Perform performance tuning.
- Monitor database performance and space requirements.
- Schedule and monitor end of day data warehousing jobs.
- Assist in coordinating software releases.
- Communicate accurate and useful status updates.
- Manage and report time spent on all work activities.
- Follow quality standards.
- Ability to work in a team environment
- Complete assigned tasks.
- Strong communication skills; both written and spoken

DBA2

Years of Experience: 3 to 5 years

Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in DBA 1 plus the following:

- Business systems analysis and design experience.
- Logical data modeling techniques.
- Production environment Tools/Utilities.
- Knowledgeable in data analysis and database management techniques.
- Execution of all responsibilities with little direct supervision of Team Lead.
- Administration and scripting experience in relative platform.
- Supervise performance tuning.
- Author shell scripts to perform back up, restore, and monitoring tasks.

Appendix B

- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

DBA3

Years of Experience: 5 to 7 years

Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in DBA2 plus the following:

- Highly skilled at database design, installations, data conversions and database upgrades.
- Responsible for database backup and recovery procedures, access security and database integrity, physical data storage design and data storage management.
- Participates in Database Management System selection and maintains database performance.
- Expertise in specific Database Management Systems.
- Knowledge of various Database Management System products.
- Provide status of work to Project Team Lead.
- Engage in ongoing process improvement.

DBA4

Years of Experience: 7 plus years

Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in DBA3 plus the following:

- Mentors and manages other team members.
- Experience working with large database implementations.
- Develops and maintains database standards and naming conventions.
- Keeps up-to-date on emerging database architectures, technologies, and methodologies, and attends training classes as necessary.

Functional Architect

The Functional Architect is the functional expert for an application, a defined set of applications or a portfolio of related applications. The Functional Architect is also responsible for bringing an understanding of the enterprise, business system and industry to the team(s) supporting or interfacing with the application. The primary responsibility of a Functional Architect is to provide expertise in the business process supported by the application, to prepare and review designs, to recommend improvements, and to provide guidance during the testing process. The Functional Architect helps the Programmers establish a clear understanding of the business functional requirements and either creates the functional designs to meet the requirements or reviews and approves the designs written by the Programmers. The Functional Architect must understand all aspects of their specific application(s), and the underlying business process. The more experienced Functional Architect plans, analyzes, and defines high-level software strategies and solutions. Contained in the experienced role is the task of coordinating with other Functional Architects to define technical requirements and long range plans for meeting customer requirements.

FA1

Years of Relevant Experience: Less than two years in particular application area

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Analyze, determine, and document functional requirements.
- Provide definition on how the applications will support business requirements.
- Conduct impact analyses of business requirements on the system.
- Work with Technical Architecture Specialist in defining software / hardware requirements.
- Gather and interpret user requirements into design specifications.
- Participate in design of application.
- Participate in design code and test reviews as appropriate.
- Provide inputs to test planning.
- Complete assigned tasks.
- Communicate accurate and useful status updates.
- Follow quality standards.
- Ability to work in a team environment
- Strong communication skills; both written and spoken

FA2

Years of Relevant Experience: 2 to 4 years in particular application area

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in FA 1 plus the following:

- Act as the application(s) functional expert; providing expertise in the business process supported by the application.
- Provide detailed definition on how the applications will support business requirements.
- Work with Technical Architecture Specialist in planning and delivering technical architecture.
- Provide expertise for defining functional architecture and infrastructure for applications.
- Plan and develop user interface strategy.
- Direct and participate in design of application.
- Interpret and understand user requirements/design specifications.
- Provide detailed definition on how the applications will support business requirements.
- Work with Technical Architecture Specialist in defining software / hardware requirements and in planning and delivering architecture.
- Provide expertise for defining architecture and infrastructure for applications.
- Review and understand team work plan
- Identify and track issues, risks and action items affecting own work and work of team.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.

FA3

Years of Relevant Experience: 4 to 5 years in particular application area

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in FA 2 plus the following:

- Provide functional expertise to planning organization as required.
- Review tasks prior to migration into production as appropriate. Provide assistance in scheduling design work for Lead Functional Architect.
- Coordinate the design and development of work estimates and act as the primary point of contact. Assist in managing and directing application team processes.
- Organize and prepare work effectively to facilitate proactive resolution of problems.
- Work with client and Lead Functional Architect to identify direction of software.
- Ensure business requirements are supported by the software.
- Identify and initiate continuous improvement opportunities.
- Define user interface strategies.
- Understand specific business needs and overall business strategy of the business customer.

FA4

Years of Relevant Experience: Five plus years in particular application area

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in FA 3 plus the following:

- Guide processes for Functional Architects and direct work planning and design activities.
- Provide standard, well-structured work planning which defines scope, resources, commitments, quality, risk, tasks, and acceptance criteria.
- Ensure that overall application designs remain within project scope.
- Work with customer business units to understand their business processes.
- Work with customer business units and client to identify direction of software. Ensure business requirements are supported by the software.
- Ensure goals for Functional Architects are being met and manage team commitments.
- Analyze, define, and document how the applications will support functional and business requirements. Coordinate these efforts with Functional Architects.
- Understand supporting/interfaces system applications.
- Approve the determined need for new software/hardware.
- Understand prioritization work based on business needs request/releases for work affecting an application.

Appendix B

- Manage the accomplishment of delivery metrics, Service Level Agreements and other contractual obligations within areas of responsibility.
- Sponsor coordination of the required skills, training, methodologies, and processes to ensure the success of team/project/program goals.
- Coordinate and conduct project review meetings with Group Lead Functional Architects and Team Leads.
- Communicate and resolve application interface issues with other Lead Functional Architects as needed.
- Monitor and measure maintenance and development process effectiveness.
- Communicate clearly the program/application goals, operational and organizational philosophies, and policies and procedures to the Functional Architects.
- Communicate to team members the relationships between their work and assignments and the organizational and/ or program objectives.

Graphic Designer

The Graphic Designer is responsible for all aspects of user interface design to include prototype development and coding of markup. The designer incorporates the business marketing goals, user interface standards (both internal and industry-established), and accessibility requirements to produce a user interface that accomplishes the functional requirements of the system. The designer works with the Functional Architect regularly to ensure that the design meets customer requirements. The designer also works with Programmers to ensure that the user interface is then coded properly. The designer may play a role in testing, particularly in the area of accessibility.

GD1

Years of Relevant Experience: 3 plus years

Preferred Education: 4 year college degree or equivalent

Role Description:

- Participate in requirements analysis and/or thoroughly review requirements documentation to have a thorough understanding of the system requirements.
- Development of quasi-functional prototypes (such as static web pages with functional links to demonstrate navigations).
- Present prototypes to stake holders and design teams.
- Documentation of established user interface standards specific to the application.
- Coding of HTML markup (in the case of web applications). Uses webpage design tools such as Dreamweaver and other common applications.
- Participate in application testing to ensure that the system meetings user interface requirements.
- Perform accessibility tests using screen reader tools.
- Ability to work in a team environment.
- Complete assigned tasks.
- Strong communication skills; both written and spoken.

Help Desk Analyst

The Help Desk Analyst provides Helpdesk Level 2 Support by performing the skills listed below.

HDA1

Years of Relevant Experience: 1 to 3 years field experience

Preferred Education: 2 year associates degree or equivalent technical study.

Role Description:

- Provides technical assistance, support, and advice to end users for hardware, software, and systems.
- Provides hands-on technical assistance to business and technical users.
- Investigates and resolves computer software and hardware problems of users.
- Serves as a contact for level 1 support.
- Serves as a contact for users having problems using computer software, hardware, and operating systems, and escalates as necessary.
- Determines whether problem is caused by hardware, software, or system.
- Answers questions, applying knowledge of computer software, hardware, systems, and procedures.
- Talks with technical and non-technical co-workers to research problem and find solution.
- Asks user with problem to use telephone and participate in diagnostic procedures, using diagnostic software or by listening to and following instructions.

Appendix B

- Experienced with a variety of call-tracking software and systems.
- Reads trade magazines and engages in independent study to maintain current industry knowledge.
- Follow quality standards, and displays strong customer service skills.
- Ability to work in a team environment.
- Complete assigned tasks.
- Strong communication skills; both written and spoken.

HDA2

Years of Relevant Experience: 3 to 5 years field experience

Preferred Education: 4 year college degree in field of specialty or equivalent education and experience combined

Role Description:

All roles specified in HDA 1 plus the following:

- Calls software and hardware vendors to request service regarding defective products.
- Acts as a subject matter expert for one or more custom or COTS applications.
- Talks to programmers to explain software errors or to recommend changes to programs.
- May work as in-house consultant and research alternate approaches to existing software and hardware when standardized approaches cannot be applied.
- Tests software and hardware to evaluate ease of use and whether product will aid user in performing work.
- Write software and hardware evaluation and recommendations for management review.
- Write or revise user-training manuals and procedures.
- Develops training materials, such as exercises and visual displays.
- Train users on software and hardware on-site or in classroom, or recommend outside contractors to provide training.

HDA3

Years of Relevant Experience: 5 plus years field experience

Preferred Education: 4 year college degree in field of specialty

Role Description:

All roles specified in HDA 1 and 2 plus the following:

- Manage expectations at all levels: customers/end users, executive sponsors.
- Ensure quality standards are followed.
- Monitor the team's open backlog of support issues and re-assign issues as necessary to ensure they are closed per agreed upon service levels.
- Act as the escalation point for high priority support issues.
- Ability to make recommendations on policies on system use and services.

Help Desk Technician

This Helpdesk Technician works within the call center providing support to customers most commonly through inbound phone inquiries. Provides quality and efficient customer support via phone or remote assistance to assist in ensuring one-call issue resolution. Maintain productivity and quality standards, make recommendations to enhance the existing Call Center operations, act as liaison between the customer and other departments and systems. Conducts advanced troubleshooting of PC related issues, assisting with network related issues, installs, configures and upgrades operating system and application software. Provides support to the field technicians; developing and coordinating user training programs and documenting all processes and procedures.

HDT1

Years of Experience: 1 to 3 years field experience

Education: 2 year associates degree or equivalent technical study

Role Description:

- Read and comprehend technical service manuals and publications.
- Makes appropriate use of reference publications and diagnostic aids in resolving technical problems.
- Take active role in suggesting peripheral equipment.
- Detect and correct equipment errors.
- Prioritize and schedule own workload.
- Needs technical assistance on complex problems
- Provide accurate and complete answers to general use and administrative environment questions in a timely manner.
- Communicate accurate and useful status updates.
- Manage and report time spent on all work activities.
- Respond to requests for technical assistance in person, via phone, electronically.

Appendix B

- Provides desktop and laptop computer support.
- Updates computer virus software and operating systems. Assures automated updating procedures are in-place.
- Diagnose and resolve technical hardware and software issues.
- Research questions using available information resources.
- Advise user on appropriate action.
- Follow standard help desk procedures.
- Log all help desk interactions in work ticket tracking system.
- Administer help desk software.
- Redirect problems to appropriate resource.
- Identify and escalate situations requiring urgent attention.
- Track and route problems and requests and document resolutions.
- Stay current with system information, changes and updates.
- Follow quality standards.
- Participate in team projects that enhance the quality or efficiency of service
- Ability to work in a team environment.
- Complete assigned tasks.
- Strong communication skills; both written and spoken.

HDT2

Years of Experience: 3 to 5 years field experience

Education: 2 year college degree or equivalent technical study

Role Description:

All roles specified in HDS 1 plus the following:

- Knowledge of system relationships and telecommunications.
- Application of technical skill to a variety of equipment types.
- Anticipate and resolve issues specific to the team.
- Provide quality assurance support to Manager to ensure that minimum performance requirements are met for service requests and incident management, including verification that issues are documented appropriately in tickets.
- Perform ticket queue reviews to ensure all technicians are providing quality support as outlined by SOP and SLA guidelines.
- Keep all team members equally knowledgeable in troubleshooting specific incidents.
- Build knowledge base by managing the formulation of new documentation that describes technical fixes.
- Assist in the resolution of user and support issues to ensure timely distribution of knowledge and positive impact on user satisfaction.
- Take a leadership role in tracking and managing technical issues under help desk scope.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

HDT3

Years of Experience: 5 plus years field experience

Education: 2 year college degree or equivalent technical study

Role Description:

All roles specified in HDS 2 plus the following:

- Manage expectations at all levels: customers/end users, executive sponsors.
- Ensure quality standards are followed.
- Ability to make recommendations on policies on system use and services.

Product Specialist

The Product Specialist is the expert for a technical development or execution environment product or set of products. The primary responsibility of a Product Specialist is to ensure the availability and facilitate the productive use of a product for Application Teams or end users. The Product Specialist may own part of a product, all of one, or several products depending on the nature of the product(s) and their use. The Product Specialist requires significant to expert experience and skills in the product supported. The Product Specialist will usually also have significant experience in the operating environment(s) (e.g., HP/UX, NT, MVS, etc) on which the product is implemented. The product specialist also requires significant knowledge of security and firewall areas. If the product is one that was internally developed, the supporting PS should also have most of the skills of a Programmer. The Product Specialist is responsible for collaborating with Technical Architecture Specialist, System Specialists, Programmers and vendors to ensure and enhance the use of the product and effect migration to new versions of a product.

Appendix B

PS1

Years of Relevant Experience: 1 to 2 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Make sound recommendations on functional and technical improvements to the product.
- Analyze the functional and technical impact of product planning decisions.
- Develop appropriate functional and usability standards for products.
- Track and document expected volume and type of use of the product.
- Participate in product design reviews to verify that design meets quality standards and functional/technical requirements.
- Perform impact analyses on production fixes and enhancements to establish priorities.
- Provide basic product support and provide accurate and complete answers to detailed product questions in a timely manner.
- Provide effective on-site product support as needed.
- Accurately sets severity of identified defects.
- Provide input to training and / or documentation materials regarding latest technical and functional design changes.
- Document all work for future reference.
- Review the system test approach and conditions used as the basis for detailed test scenarios.
- Follow quality standards.
- Analytical and customer service skills.
- Communicate accurate and useful status updates.
- Ability to work in a team environment
- Complete assigned tasks.
- Strong communication skills; both written and spoken

PS2

Years of Relevant Experience: 2 to 5 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in PS 1 plus the following:

- Actively contribute as an expert or actual designer.
- Coordinate product design reviews to verify that design meets quality standards and functional/technical requirements.
- Provide accurate estimates for design and programming efforts for system changes and enhancements.
- Design and provide input on product security and firewall issues.
- Coordinate enhancements to business and logical data models with data base administration to make the appropriate changes to the physical data model.
- Confirm that technical architecture will support all changes required by product enhancements.
- Effectively lead product tests and trials.
- Identify appropriate business examples to illustrate key concepts / features.
- Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary.
- Apply specific expertise to ensure that products meet defined customer objectives.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

PS3

Years of Relevant Experience: 5 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in PS 2 plus the following:

- Demonstrate expertise in teaching / conveying technical and / or functional courses / concepts.
- Develop appropriate work programs / budgets and use to effectively schedule tasks / assignments.
- Identify improvements to project standards to achieve high quality services / products.

Project Manager

The Project Manager directs, controls, administers, and regulates an enhancement or development program. The Project Manager is the individual ultimately responsible to the agency. The Project Manager's primary responsibility is to drive the entire effort from start to finish. The Project Manager must ensure that the program is completed on schedule, on budget, and that the final product meets the

Appendix B

business, technical, and established quality requirements. The difference between a PM1, PM2, and PM3 will depend on the size of the project, and the breadth and scope of the project.

PM1

Years of Relevant Experience: 2 to 5 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Responsible for the development of estimates for the enhancement or development effort in planning, analysis, design, construction, testing, and implementation.
- Accountable for delivery of all work tasks identified in the program plan.
- Responsible for the capture and reporting of required program management metrics.
- Adjust and revise estimates when necessary.
- Ensure all changes to scope follow processes and are documented.
- Ensure new estimates are approved by the client and agreed upon.
- Adjust and revise estimates when necessary.
- Manage, and track the program progress against the program plan.
- Monitor project milestones and phases to ensure the project is on schedule. Take corrective actions if a project begins to slip its schedule.
- Prepares status reports on a periodic basis for program team, team leads, group leads, and Project Manager and appropriate stakeholders.
- Plan, organize, prioritize, and manage multiple work efforts across application teams.
- Develop the detailed program plan for the enhancement or development effort
- Accountable for the final program management evaluation review with stakeholders for approval upon program completion.
- Responsible to tailor and baseline all program templates.
- Accountable to schedule or monitor status reviews, peer reviews, program management inspections, and software quality assurance work product and process reviews with the appropriate designated resources.
- Notify team leads of project timelines, milestones, phases, work requests target dates, and approved executable work package.
- Communicate and work with users and client as necessary.
- Coordinate and present proposals to agencies as necessary.
- Analyze and distribute reports on program metrics associated with work items related to improvement measures.
- Ensure processes and activities are followed.

PM2

Years of Relevant Experience: 5 -7

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in PM 1 plus the following:

- Accountable for the approval and sign-off of the program plan with customer representatives, such as portfolio managers, and all affected program stakeholders.
- Accountable for management of scope for the program and gaining agreement and approval of scope changes with customer representatives and affected stakeholders.
- Build and maintain relationships with key stakeholders and customer representatives.
- Direct work planning and scheduling design work.
- Manage, and track the program progress against the program plan.
- Serve as the primary point of contact for all program-related issues and resolution of issues.
- Coordinate and present proposals to agencies as necessary.
- Identify and manage program risk and develops risk mitigation strategies, track to closure.
- Ensure team leads adjust and revise estimates when necessary.
- Anticipate issues and proactively address them. Resolve conflicts with sensitivity and tact.
- Coordinate the establishment of program standards and program specific procedures with team leads.
- Responsible for project compliance with standards and procedures.
- Responsible for the capture and reporting of required program management metrics.
- Responsible to tailor and baseline all program templates.
- Develop and facilitate achievement of program service commitments and performance metrics.
- Ensure that tasks provide value and support the strategic direction of the program and meet service commitments; conduct reviews with agencies.
- Accountable for the final program management evaluation review with stakeholders for approval upon program completion.

Appendix B

- Communicate effectively with customers and software / hardware suppliers supporting Commonwealth as appropriate.
- Identify and track issues.
- Balance workload with program members' capacity.
- Communicate to team members how their work assignments relate to and help achieve program objectives.
- Plan program specific training and orientation needs.

PM3

Years of Relevant Experience: 7 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in PM 2 plus the following:

- Accountable for activities with excess delivery cycles of 8 to 12 months.

Programmer

The Programmer is responsible for analysis, design, coding, component and assembly testing, documentation and placing in production of all application code owned by the Application Team. Programmers typically are involved in maintenance (including production support), enhancement and development work. Programmers have a range of skills and knowledge of the technologies used and applications supported by the Application Team. The Programmer works with the Functional Architect, Team Lead and Technical Architecture Specialist on an as needed basis to ensure that design and code meets customer requirements. Programmers may schedule nightly jobs and may be responsible for job status monitoring and recovery.

PR1

Years of Relevant Experience: Less than 2 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Code enhancement and development programs and/or required fixes to production problems using the functional and technical programming standards.
- Test enhancement and development programs.
- Participate in structured code reviews / walkthroughs.
- Execute all required process steps.
- Create and provide content for operational documentation to Team Lead.
- Utilize configuration management tools, design tools, debugging tools, software code management tools and any other environment specific tools necessary to create, test, and implement an application.
- Research problems before approaching the Team Lead or Functional Architect for assistance.
- Limited functional knowledge.
- Follow quality standards.
- Support installation of application releases into production as directed.
- Communicate accurate and useful status updates.
- Ability to work in a team environment
- Complete assigned tasks.
- Strong communication skills; both written and spoken

PR2

Years of Relevant Experience: 2 to 5 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in PR 1 plus the following:

- Analyze and design enhancements, development programs, and/or required fixes to production problems.
- Design applications to functional and technical programming standards.
- Conduct structured walk-throughs
- Work with Functional Architects and Team Lead to gather and interpret user requirements into design specifications
- Develop system specifications and interfaces.
- Determine time estimates and schedule for work.
- Moderate functional and process knowledge
- Assist in managing and directing Application Team processes.
- Coordinate work with other software developers on Application Teams.
- Assist Team Lead or Test Team Lead in monitoring estimated-time-to-complete (ETC) and actuals for assigned tasks

Appendix B

- Develop application designs in support of the systems specifications and interfaces, perhaps in conjunction with application or technical architects.
- Operating System expertise sufficient to perform performance and tuning diagnostics.
- Work with users to ensure that solutions meet business requirements.
- Execution of all responsibilities with little direct supervision of Team Lead.
- Generally aware of new developments in industry and process and has ability to apply them to work as appropriate.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

PR3

Years of Relevant Experience: 5 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in PR 2 plus the following:

- Plan all required process steps.
- Review and understand the Application Team's workplan.
- Provide status of work to Team Lead.
- Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary.
- Engage in ongoing process improvement.
- Detailed functional and process knowledge.
- Utilize deep modeling, design and coding skills.
- Provide expertise in one or more database environments.

PR4

Years of Relevant Experience: 8 plus years

Preferred Education: 4 year college degree or equivalent technical study with advanced study preferred.

Role Description:

All roles specified in PR3 plus the following:

- Converts scientific, engineering, and other technical problem formulations to formats that can be processed by computer.
- Resolves symbolic formulations, prepares flowcharts and block diagrams, and encodes resultant equations for processing by applying extensive knowledge of branch of science, engineering, or advanced mathematics, such as differential equations or numerical analysis, and understanding of capabilities and limitations of computer.
- This is a professional level non-supervisory position which may require coordination of programming activities being conducted by the team
- Confers with other business and technical personnel to resolve problems of intent, inaccuracy, or feasibility of computer processing.
- Works with necessary personnel to determine if modifications are necessary with interested personnel to determine necessity for modifications or enhancements.
- Leverages excellent written and verbal communication skills to develop new business process and programming solutions as directed by business and technical stakeholders.
- May coordinate activities of computer programmers.

PR5

Years of Relevant Experience: 10 plus years

Preferred Education: 4 year college degree or equivalent technical study with advanced study preferred.

Role Description:

All roles specified in PR4 plus the following:

- Proven track record of hands-on technical design and code work within large complex systems.
- Proven hands-on technical work with a variety of technologies.
- Demonstrated technical expertise integrating a variety of diverse technical environments and cross-platform technologies.
- Proven experience mentoring and performing supervisory functions for technical teams.
- Ability to make best practice recommendations based on past work.
- Proven ability to present complex technical constructs to business and non-technical users.
- Proven ability to collaborate with business users, project managers and technical architects

Quality Assurance Specialist

The Quality Assurance Specialist (QAS) is responsible for the design, pilot, and implementation of the software quality assurance review processes. The QAS Specialist will work with Application Teams during pre and post assessment periods. The QAS Specialist reports to the Quality Assurance Team Lead. For each phase end review the Quality Assurance Specialist is responsible to plan, schedule, execute, and document findings of the review. Quality Assurance Specialists must have a detailed understanding of processes which support the software development lifecycle. The Quality Assurance Lead is responsible for communicating with sponsors/stakeholders regarding the progress of the quality approach and a summary of the metrics, as well as managing the Quality Assurance Specialists.

QAS1

Years of Relevant Experience: 3 years software development and testing

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Assist in software activities in defined span of control for the organization.
- Track and monitor process and work product improvement opportunities.
- Collect, review, and evaluate the project's required work products against standard work product templates.
- Verify that established measurement procedures are used and all required metrics are collected
- Respond to requests for information.
- Coordinate work with others on team and across teams
- Draft report of observations, minor and major non-compliance.
- Develop quality standards.
- Monitor progress of action item resolution activity and ensure appropriate internal stakeholders are aware of pending deadlines.
- Conduct training courses with project teams on software quality review process.
- Research problems before approaching Quality Assurance Lead for assistance.
- Communicate accurate and useful status updates.
- Manage and report time spent on all work activities.
- Follow quality standards.
- Ability to work in a team environment
- Complete assigned tasks.
- Strong communication skills; both written and spoken

QAS2

Years of Relevant Experience: 5 years software development, testing, and project management

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in QAS 1 plus the following:

- Conduct software quality phase end review activities (work product and process) for each software project and produce the required quality assurance reports, as specified in the project's quality assurance plan.
- Ensure the software development process followed by the project teams is compliant with approved tailored processes.
- Review and check project's software development activities and the associated internal tasks required by the agencies as employed by the project and specified in the project plan.
- Prepare preliminary software quality audit package for review before conduct of audit.
- Define quality standards.
- Monitor progress of action item resolution activity and ensure appropriate stakeholders are aware of pending deadlines.
- Assist in managing and improving quality assurance team processes.
- Review and understand project team work plan.
- Determine time estimates and schedule for software quality review work. Conduct reviews according to schedule.
- Organize and prepare work effectively to facilitate proactive resolution of problems, rather than reactive.
- Identify and track issues, risks and action items affecting own work and work of team.
- Report on progress of action item resolution and possible risk areas.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.

QAS3

Years of Relevant Experience: 7 years software development, testing and project management

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

Appendix B

All roles specified in QAS 2 plus the following:

- Review project's required work products to ensure compliance with approved tailored procedures and standards.
- Review and check project's software development activities and the associated internal tasks required as employed by the project and specified in the project plan.
- Compare actual project procedures to the specified standards, procedures, and, if required, specific 3rd party contractual requirements.
- Perform detailed reviews of interim and final tasks as appropriate.
- Ensure process improvement opportunities are reviewed by appropriate contact to identify training needs of the organization.
- Perform or manage the required software quality phase end reviews of work product and process for each software project and produce the required software quality reports, as specified in the project's software quality plan.
- Develop, and manage short and long-term plans and schedules for organization wide software quality needs.
- Balance workload with team's capacity by managing the team's activities according to schedule and budgets.
- Coordinate and procure the required skills and techniques required.
- Obtain feedback from project teams regarding the overall effectiveness of processes and procedures – Forward to appropriate stakeholders and process owners.
- Provide feedback to project teams regarding process/procedure improvement opportunities and other potential areas for improvement discovered during software quality activities.
- Report all software quality-revealed non-compliance.
- Provide regular reports on the results of compliance reviews to the project team, project team leaders and management. Report on progress on action item resolution and possible risk areas.
- Anticipate and resolve issues dealing with software quality.
- Develop options and recommendations to assist teams in resolving issues.
- Ensure action items are addressed and closed based on agreed dates and activities.
- Ensure that defined processes are followed.
- Communicate related improvement measures to the project team.
- Obtain feedback from project teams regarding the overall effectiveness of software quality processes followed. Review with team and develop continuous improvement action plans. Report status to executive team.
- Communicate and work with customers and other personnel as necessary.
- Communicate clearly the team goals, organizational philosophies, and policies and procedures to the team.
- Communicate to team members the relationship between their work assignments and the team and project objectives.
- Lead efforts in developing and facilitating implementation of team goals and metrics.

Senior Business Subject Matter Expert

The Senior Business Subject Matter Expert (SME) brings proven experience from related businesses or organizations as well as system integration and technology experience. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical solutions based on hands-on experience solving similar business problems. They are able to utilize knowledge of theory, principles, or technology of specific discipline or field of specialization.

SME1

Years of Relevant Experience: More than 10 years

Preferred Education: 4 year college degree in computer science or a related field with advanced study preferred; certifications specific to the field of project management.

Role Description:

- Consults with executive-level stakeholders to define business need or problem; conducts research, performs studies and surveys to obtain data; and analyzes problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.
- Requires knowledge in computer programming and other related technical fields as well as extensive experience in a particular business or industry subject matter.
- Conducts study or survey on need or problem to obtain data required for solution.
- Analyzes data to determine solution, such as installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.
- Advises client or department heads on alternate methods of solving need or problem, or recommends specific solution.
- Requires experience providing consulting services to governmental entities.
- May be designated according to field of business and technical specialization.

Senior Database Architect

The Senior Database Architect is responsible for designing, developing, and implementing infrastructure to provide highly-complex, reliable, and scalable databases to meet the organization's objectives and requirements. Database Architects are familiar with a variety of the database technologies, concepts, methodologies, practices, and procedures and rely on experience and judgment to plan and accomplish goals. Database Architects are able to perform a variety of complicated tasks with minimal or no direct supervision. They assist in defining system and application architecture and provide vision, problem anticipation, and problem solving ability to organization. They consult with the client to define needs or issues, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

SDA1

Years of Relevant Experience: 8 plus years of database architecture experience

Preferred Education: 4 year college degree in computer science or related field with advanced study preferred.

Role Description:

- Possesses extensive knowledge of one or more database systems, and is capable of hands-on work in all phases of database design and management.
- Designs, develops, and implements infrastructure to provide highly-complex, reliable, and scalable database to meet the organization's objectives and requirements.
- Analyzes organization's business requirements for database design, and implements changes to database as required.
- Performs systems analysis on database, and resolves performance, capacity, and replication issues as necessary.
- Provides detailed design and specification documentation, including flowcharts, for all aspects of the database.
- Works with database analysts to develop methodologies, report views, queries, and table replications
- Ensures that all the data is in the proper format.
- Participates in the identification, prioritization, and development of technical initiatives and strategies.
- Develops and maintains database standards and naming conventions.
- Keeps up-to-date on emerging database architectures, technologies, and methodologies, and attends training classes as necessary.

Senior Project Manager

The Senior Project Manager is responsible for managing, coordinating, and establishing priorities for the complete life-cycle of projects including the planning, design, programming, testing, and implementation of business solutions designed to meet requirements of various departments in the company, such as distribution, finance, and manufacturing. Senior Project Managers are familiar with a variety of the project management methodologies and rely on experience and judgment to plan and accomplish goals. They have proven experience leading technology projects to successful implementation. They consult with the client to define needs or problems, conduct research, perform studies and surveys to obtain data, and analyze problems to advise on or recommend solutions, utilizing knowledge of theory, principles, or technology of specific discipline or field of specialization.

SPM1

Years of Relevant Experience: More than 10 years

Preferred Education: 4 year college degree in computer science or a related field; certifications specific to the field of project management.

Role Description:

All roles specified in PM3 plus the following:

- Manages, coordinates, and establishes priorities for complete life-cycle of projects including the planning, design, programming, testing, and implementation of business solutions designed to meet requirements of various departments in the company, such as distribution, finance, and manufacturing.
- Designs project plans, which identify needs and define major tasks and milestones, based on scope, resources, budget, and personnel.
- Requires proven success communicating verbally and in writing to multiple project stakeholders internal and external to the organization.
- Determines project needs and acquires resources required for the success of the project.
- Coordinates the development of new systems and/or applications projects, the modification of existing systems or applications, or changes in current methods or techniques.
- Coordinates project performance with the other work of the affected department or departments.
- Excludes those who do not have full time responsibilities for project management.

Service Desk

The Service Desk Analyzes and troubleshoots computer support problems and applies his or her understanding of computer software and hardware products and services to resolve user problems.

SD2

Years of Relevant Experience: 0-3 years; A+ certification preferred

Preferred Education: Usually prefer two years of postsecondary training in field of specialty; may accept equivalent education and experience combined.

Role Description:

- Receives telephone calls and e-mails from users having problems using computer software and hardware or inquiring how to use specific software, programming languages, electronic mail, or operating systems.
- Ascertain the nature of problem, determine whether problem is caused by hardware such as modem, printer, cables, or telephone, and log in tracking system.
- Escalates problems in accordance with defined procedures.
- Assists users through problem solving steps
- Uses technical databases to research problems, and talk with co-workers to research problem and find solution.
- Tests software and hardware for troubleshooting and problem resolution.
- Provides service and preventive maintenance activities on element exchange/baseline products (products with element exchange service and traditional maintenance philosophies; i.e., terminals, printers, personal computers, etc.).
- Able to diagnose and detect correct equipment errors and repair products by replacing worn or broken parts, and making technical adjustments.
- Makes appropriate use of reference publications and diagnostic aids in resolving technical problems.
- Assists in coordination of changes, upgrades and new products, ensuring systems will operate correctly in current and future environment.
- Provides accurate and complete answers to general use and administrative environment questions in a timely manner.
- Supports shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors.
- Communicates accurate and useful status updates.
- Manages and report time spent on all work activities.
- Follows quality standards.
- Ability to work in a team environment
- Completes assigned tasks.
- Strong communication skills; both written and spoken

SD3

Years of Relevant Experience: More than 3 years; A+ certification preferred; additional certification may be required based on specific technologies.

Preferred Education: 4 year college degree or equivalent technical study; may accept equivalent education and experience combined.

Role Description:

All roles specified in SD2 plus the following:

- Tests software and hardware to evaluate ease of use and whether product will aid user in performing work.
- Writes or revise training manuals and procedures.
- Develops training materials, such as exercises and visual displays.
- Trains users on software and hardware on-site or in classroom, or recommend outside contractors to provide training.
- Writes software and hardware evaluation and recommendation for management review.
- Implements shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors.

Software Process Engineer

The Software Process Engineer is responsible for implementing and supporting a set of standard software engineering processes used by agencies. The Software Process Engineer participates in the entire life-cycle of software process improvement initiatives. This includes the planning, analysis, design, construction, testing, and implementation of new processes. The Software Process Engineer is responsible for identifying opportunities for improving existing processes and implementing appropriate solutions.

The Software Process Engineer is also responsible for supporting projects and individual Teams in the use and understanding of processes on an ongoing basis. The Software Process Engineer is responsible for collaborating with the Team Lead(s) and Project Managers to provide guidance to team members and facilitate continual software process improvement. The Software Process

Appendix B

engineer must understand all aspects of the specific processes used by the Teams. The Software Process Engineer must also be familiar with industry process models and standards.

SPS1

Years of Relevant Experience: 3 years in Computer Software development

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Facilitate the implementation of standard software engineering processes.
- Identify software development process improvement opportunities either independently or through working with projects and teams.
- Assist in planning software process improvement initiatives.
- Direct and participate in teams working on the analysis, design, construction, testing, and implementation of new processes.
- Work with projects and teams to define the need for tailored processes and tools and assist in implementation, as appropriate.
- Provide ongoing support to projects and teams in the use and understanding of the software processes.
- Provide on-site support for teams on process related issues.
- Provide assistance to the Software Process Engineer Lead in planning and scheduling activities.
- Provide support in tracking and monitoring the success of process improvement initiatives.
- Monitor and solicit feedback on the usability and functionality of implemented processes.
- Communicate accurate and useful status updates.
- Manage and report time spent on all work activities.
- Follow quality standards.
- Ability to work in a team environment
- Complete assigned tasks.
- Strong communication skills; both written and spoken

SPS2

Years of Relevant Experience: 5 years in software development and testing

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in SPE 1 plus the following:

- Facilitate the implementation of standard software engineering processes across agencies.
- Determine time estimates and schedule for own work and resolve issues on a timely basis.
- Identify and track issues, risks and action items.
- Determine process to support various initiatives.
- Lead the development of content for process training and deliver process training as appropriate.
- Coordinate with various teams about process improvement opportunities.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

SPS3

Years of Relevant Experience: 7 years total experience; 5 years in software development and testing

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in SPE 2 plus the following:

- Organize and prepare work effectively to facilitate proactive resolution of problems.
- Anticipate and resolve issues on a timely basis.
- Communicate accurate and useful status as appropriate.
- Demonstrate and promote a focus on client service.
- Communicate effectively with suppliers as appropriate.
- Work with internal customers and others to identify direction of software process.
- Identify knowledge in a form that is reusable.

System Administrator

The System Administrator is responsible for server back up and security, along with performance tuning and capacity planning. System Administrators should possess an understanding of network, distributed computing concepts, firewalls, active directory,

Appendix B

system security and server virtualization. This is accomplished by working with the Systems Management Team Lead to understand the scope of services to be provided and assessing the impact they will have on the technical infrastructure.

SA1

Years of Relevant Experience: Less than 2 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Familiarity with most basic system administrator tools and process; for example, can boot/shutdown a machine, add and remove user accounts, use back up programs, and maintain system database files.
- Maintain the project servers.
- Maintain the file and print capacity
- Ensures that backups are performed as appropriate.
- Act as a front-line interface to users.
- Accepts trouble reports and dispatch them to appropriate system administrators.
- Ability to write scripts in a particular administrative language.
- Programming experience with any applicable language.
- Communicate accurate and useful status updates.
- Manage and report time spent on all work activities.
- Follow quality standards.
- Ability to work in a team environment
- Complete assigned tasks.
- Strong communication skills; both written and spoken

SA2

Years of Relevant Experience: 2 to 4 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in SA 1 plus the following:

- Responsible for operating and other system software.
- Responsible for upgrading the operating and system software and keeping patches current.
- Familiarity with fundamental networking/distributed computing environment concepts.
- Ability to do minimal debugging and modification of programs.
- Execute the disaster recovery/back up procedures and archiving procedures.
- Manage security for servers.
- Responsible for performance tuning, capacity planning, database administration, and fault management.
- Knowledge of high availability system architecture and implementation
- Provide tier two support of the technical infrastructure.
- Coordinating efforts with vendors if tier three support is required.
- Responsible for ensuring high priority issues are resolved in a timely manner.
- Responsible for keeping the environment up and running.
- In many cases is responsible for identifying and reporting hardware problems.
- Capable of writing purchase justifications.
- Understands basic routing concepts.
- Identify and track issues, risks, and action items.
- Resolve and/or assist in resolving issues.
- Review, prioritize, and research service requests.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.

SA3

Years of Relevant Experience: 4 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in SA 3 plus the following:

- Solid understanding of networking/distributed computing environment concepts.
- Understands principles of routing client/server programming.
- Manage expectations at all levels: customers/end users, executive sponsors.

Appendix B

- Ensure quality standards are followed.
- Understand the business application of technical support and design in an application development environment.
- Work with the various Infrastructure teams and operations provider to identify the strategic direction of systems management activities.
- Understands the design of consistent network-wide file system layouts
- Maintain strong relationships with employees and various tier two and three support groups.
- Develop plans for disaster recovery/ back up and archiving.
- Manage the daily operations of the systems management team to ensure service levels are being met.
- Manage the systems management team's support issue and backlog.
- Monitor the team's open backlog of support issues and re-assign issues as necessary to ensure they are closed per agreed upon service levels.
- Act as the first level of escalation for high priority support issues.
- Function as the liaison to the various support groups with whom the systems management team interfaces.
- Develop the technical infrastructure maintenance strategy.
- Manage the system management resources.
- Act as a system's management expert.
- Analyze, determine, and document requirements in terms of system management needs and implement them.
- Identify, approve, and prioritize team projects.
- Manages a large site or network.
- Recommends policies on system use and services.

System Specialist

The System Specialist is knowledgeable on the usage and support of a collection of development platforms or technical architectures, and products that run on those platforms. The primary responsibility of a System Specialist is to ensure the availability and facilitate the productive use of a development platform or a test environment for Application Teams or end users. The System Specialist may support one or several instances of a platform/environment, applying their skills directly to a platform/environment and/or leveraging their skills across multiple platforms/environment. The System Specialist may, especially for usage and support of a platform, be part of an Application Team using the architecture. The System Specialist requires experience and skills in the environment supported and in the operations and in common usage of products for the environment. The System Specialist are responsible for collaborating with Technical Architecture Specialist, Functional Architects, Programmers and vendors to coordinate and enhance the use of the platform and facilitate migration to new versions of the platform.

SS1

Years of Relevant Experience: 1-3 years in desired environment

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Assist in coordination of testing changes, upgrades and new products, ensuring systems will operate correctly in current and future environment.
- Make recommendations on functional and technical improvements to the environment.
- Participate in performance and volume analysis and design.
- Participate in performance improvement activities. Identify and apply potential improvements related to the environment for an application.
- Provide accurate and complete answers to general use and environment questions in a timely manner.
- Provide effective on-site environment support as needed.
- Accurately set severity of identified defects.
- Provide input to training and/or documentation materials regarding latest technical and functional design changes.
- Ensure that all work is documented for future reference.
- Follow quality standards.
- Ensure effective and reliable backups are being performed and distributed properly.
- Proactively address customer needs.
- Track and anticipate volume and type of use of the environment.
- Plan and implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors.
- Basic scripting and programming skills, including languages that run on specified platform.
- Analytical and customer service skills.
- Communicate accurate and useful status updates.
- Ability to work in a team environment

Appendix B

- Complete assigned tasks.
- Strong communication skills; both written and spoken

SS2

Years of Relevant Experience: 3-5 years in desired environment

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in SS 1 plus the following:

- Plan and manage network operating system upgrades.
- Actively participate in analyzing and evaluating emerging software and hardware technologies/standards.
- Serve as a liaison between teams for network planning and connectivity.
- Develop appropriate functional and usability standards for the environments.
- Plan or assist in planning network environment, including supporting existing structure and enhancements.
- Plan and coordinate testing changes, upgrades and new and standard products, ensuring systems will operate correctly in current and future environment.
- Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application or Environment team. Develop contingency plans as necessary.
- Analyze the functional and/or technical impact of new product releases.
- Advanced scripting and programming skills, including languages that run on specified platform.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

SS3

Years of Relevant Experience: 5 plus years in desired environment

Preferred Education: 4 year college degree or equivalent technical study

Role Description: All roles specified in SS 2 plus the following:

- Identify opportunities for new and improved technologies/standards to be used in the organization.
- Identify, plan, and implement phase-out strategies for products and technologies.
- Plan and coordinate testing changes, upgrades and new products, ensuring systems will operate correctly in current and future environment.
- Demonstrate expertise in teaching/conveying technical courses/concepts.
- Assist in setting architecture direction and knowledge sharing.
- Plan, organize, prioritize, and manage multiple work efforts the Application or Environment Teams.
- Develop appropriate work programs and use to effectively schedule tasks/assignments.

Team Lead

The Team Lead manages an Application Team to deliver services according to defined service level commitments owned by the Application Team. The Team Lead coordinates resources and work to deliver solutions to customers on time and within budget. The Team Lead is assigned responsibility and accountability for overseeing the successful completion of all work assigned to the Application Team. The Team Lead is a process expert within the Application Team, understanding the software development / maintenance processes and verifying process conformance. The Team Lead will monitor stability of production applications owned by the Application Team. The Team Lead assists Application Team members in development activities and reviews tasks as required. The Team Lead manages and updates progress towards Application Team objectives, assists Application Team members in resolving problems, and engages in personnel management and guidance to Application Team members. The Team Lead fosters a positive work environment by mentoring, supporting, and committing to the professional development of Application Team members. The Team Lead reports to the Group Lead or Project Manager, as appropriate. The difference between a TL1 and a TL2 will depend on the size of the project, and the breadth and scope of the project.

TL1

Years of Relevant Experience: 4 to 5 years, and 1 to 2 years project management experience.

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Monitor stability of production applications owned by Application Team.
- Prepare estimates for maintenance and enhancement of existing applications and development of new applications.
- Perform detailed reviews of interim and final tasks as appropriate.
- Process work requests; review, prioritize, and package.

Appendix B

- Manage and review tasks of suppliers and other interfaces to the Application Team.
- Conduct structured walk-throughs or inspections; manage issues to closure.
- Develop and manage short and long-term plans and schedules.
- Direct the development of accurate estimates for Application Team activities as required.
- Balance workload with Application Teams capacity by managing the Application Teams activities according to schedule.
- Manage the accomplishment of delivery metrics to support contractual obligations in the areas of service delivery and on time performance commitments and productivity improvement.
- Ensure work remains within the agreed scope.
- Track workplan baseline against results.
- Coordinate / communicate with Group Leads and / or Project Manager to ensure initiatives are in accordance with agreed customer commitments as planned.
- Proactively identify and manage issues/risks affecting the project.
- Communicate accurate and useful status to Group Lead and other management on a timely basis.
- Identify and initiate continuous improvements.
- Instill commitment to quality, customer service, ownership, and teamwork.
- Conduct post project wrap-ups.
- Monitor and measure maintenance and development process effectiveness.
- Ensure that defined processes are followed.
- Manage expectations of the Application Teams internal and external customers.
- Facilitate communication and knowledge sharing within the Application Teams.
- Maintain awareness of new developments in industry and processes and apply as appropriate.
- Develop and deepen understanding of system business requirements supported by the Application Team.
- Communicate clearly the Application Team goals, organizational philosophies, and policies and procedures to the Application Teams.
- Conduct structured walk-throughs or inspections; manage issues to closure.
- Communicate clearly the Application Team goals, organizational philosophies, and policies and procedures to the Application Teams.

TL2

Years of Relevant Experience: 5 plus years, and 2 to 3 years project management experience

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in TL 1 plus the following:

- Manage the resolution of high severity production problems.
- Manage and direct Application Team activities employing appropriate program management and planning principles.
- Coordinate work with other Team Leads as appropriate.
- Coordinate and procure the required skills and techniques required by the Application Team.

Technical Architecture Specialist

The Technical Architecture Specialist is the technical expert centered on a technology, technologies or a portfolio of applications. The Technical Architecture Specialist is the technologist who coordinates with other parties in setting the technical approach and direction and implementation for work. The Technical Architecture Specialist provides technical design expertise, defines what technical requirements are needed to support defined business requirements, participates in detailed design and code reviews, reviews system performance issues, reviews test plans, and provides technical guidance to the Application Team and Test Team members. The Technical Architecture Specialist is responsible for collaborating with the Team Lead(s) to coordinate project schedules, budgets, request management, and work authorization. The expert level Technical Architecture Specialist will interface with Executive Sponsors, Group Leads, and Lead Functional Architects to convey infrastructure requirements, plan, and schedule deployment of tasks, and resolve any issues that impact the deployment of the Application Delivery systems.

TAS1

Years of Relevant Experience: 1 to 2 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Define test plans and criteria for acceptance for the technical components of an application.
- Ensure business requirements are supported by the technical architecture.
- Assist in leading technical direction of software; coordinating and presenting proposals to Group Leads, Leads, and the client.
- Define and evaluate logical and physical data models.

Appendix B

- Assist in development of overall system technical architecture – including software and hardware.
- Define test plans and criteria for acceptance for the technical components of an application.
- Analyze, determine, and document technical requirements and change request impact analysis.
- Participate in detailed design and product test execution as required.
- Develop technical programming standards.
- Ensure business requirements are supported by the technical architecture.
- Conduct structured walk-throughs or inspections for technical areas; resolve issues.
- Assist in defining technical programming standards.
- Communicate accurate and useful status updates.
- Manage and report time spent on all work activities.
- Follow quality standards.
- Ability to work in a team environment
- Complete assigned tasks.
- Strong communication skills; both written and spoken

TAS2

Years of Relevant Experience: 2 to 5 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in TAS 1 plus the following:

- Develop overall system technical architecture - including software and hardware.
- Perform review of technical designs, code, and component test plans.
- Resolve and / or assist in resolving cross application technical issues.
- Conduct structured walk-throughs or inspections for technical areas; resolve issues.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

TAS3

Years of Relevant Experience: 5 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in TAS 2 plus the following:

- Ensure consistency and completeness across data models.
- Plan and deliver development architecture environments in coordination with the Environmental Support Specialist.
- Assist in managing and directing team's technical architecture processes.
- Provide assistance in scheduling design work for Lead Technical Architecture Specialist.
- Develop and document expert practices/ standards.
- Possesses strong analysis, presentation, documentation and quality assurance skills.
- Analyze, determine, and document technical requirements and impact analysis for technical and development architectures.
- Explain defect priorities and enhancement classifications to client and customer when needed.
- Maintain awareness of new technological developments in industry and processes - implement concepts appropriately.
- Lead or participate in setting the service levels for the application.
- Define overall system logical architecture.
- Provide standard, well-structured work planning which defines scope, resources, milestones, quality, risk, tasks, and acceptance criteria.
- Prepare contingencies, scenarios, scenario plans and action items to resolve issues.
- Lead efforts in providing technical expertise, guidance, and training to the Application and Test Teams.

TAS4

Years of Relevant Experience: 5 plus years, and 1 to 2 years project management experience

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in TAS 3 plus the following:

- Communicate effectively with IT staff, client organization and software / hardware suppliers.
- Lead efforts in designing technical strategy, direction and approach, technical architecture, data architecture, development architecture, performance tuning, performance and capacity analysis, technical standards, technical reliability and flexibility.

Appendix B

- Design and define overall system technical architecture - including software and hardware within the framework and constraints of technical architecture.
- Evaluate alternative designs.
- Maintain control of specific tools and assets.
- Own the technical architecture for a portfolio of applications, including the interpretation and application of the technical architecture.
- Plan, design development and/or execution of architectures. Participate in the plan and design of technical architecture.
- Assist with the preparation of estimates for new technology applications and maintenance of existing applications as part of Service Management.
- Provide experience in utilizing the project architecture. Acknowledged as highly competent in one or more technologies.
- Communicate accurate and useful status reports and other management on a timely basis.
- Coordinate and conduct project architecture, infrastructure review meetings, and portfolio review meetings with Group Lead, Lead Functional Architects, and Team Leads. Integrate issues and identify impacts.
- Communicate and resolve application interface issues.
- Communicate to team members the relations between their work assignments and the organizational and/ or program strategy, objectives, business and technology needs of the application / system.
- Share knowledge across teams with both similar and non-similar applications, specifically focusing on Technical Architecture
- Interpret and communicate technical architecture to the Technology Application Architecture Team (s).

Technical Writer

The Technical Writer develops and maintains user and technical documentation and project process documentation for Application Teams. Technical Writer understands the user's view of applications and /or technology and is able to put procedures in a logical sequence. The experienced Technical Writer provides expertise on technical concepts of applications and/or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications within their Tower.

TW1

Years of Relevant Experience: 1 to 3 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Develop, enhance, and maintain user documentation for multiple applications including documentation required for the operations provider.
- Develop on-line source documentation as appropriate.
- Maintain documentation libraries and subscription lists.
- Identify, create, revise, and maintain documentation and templates needed by the Application Teams.
- Ensure appropriate control access/use of documentation materials.
- Maintain application and user documentation.
- Ensure messages and terminology is consistent across all written materials.
- Research and complete documentation service requests.
- Communicate and work with customers and other Client Telecommunications personnel as necessary.
- Work with Application Team members to enhance their understanding of end-user and technical documentation.
- Communicate accurate and useful status updates.
- Manage and report time spent on all work activities.
- Follow quality standards.
- Ability to work in a team environment
- Complete assigned tasks.
- Strong communication skills; both written and spoken

TW2

Years of Relevant Experience: 3 to 5 years.

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in TW 1 plus the following:

- Review and prioritize documentation service requests.
- Determine procedures for use of on-line documentation tools and version control documentation as appropriate.
- Assist or guide other Technical Writer as needed to develop and maintain user and technical documentation for their assigned applications.

Appendix B

- Educate both business and technical groups on the essential need for developing and using standard documentation for all processes.
- Organize and prepare work effectively to facilitate proactive resolution of problems, rather than reactive.
- Research problems before approaching Lead Technical Writer or Team Lead for assistance.
- Assist the Application Team Lead in monitoring budget by providing estimated-time-to-complete and actuals for assigned tasks.
- Identify and make recommendations around documentation and templates needed by the Application Teams.
- Work with users and other Commonwealth personnel to ensure that the solutions meet Commonwealth business requirements.
- Identify and initiate continuous improvement opportunities.
- Direct the development of accurate estimates for documentation requests/activities as required
- Develop options and recommendations to assist documentation team members in resolving issues.
- Lead efforts in developing and facilitating implementation of the Documentation team goals and metrics.
- Develop workable, practical, measurable work plans defining activities, schedules and tasks with Team Leads and the Lead Technical Writer
- Review and understand the Application Teams workplan.
- Anticipate and resolve issues specific to the team.
- Determine time estimates and schedule for own work and resolve issues in a timely manner.
- Identify and track issues, risks and action items.

TW3

Years of Relevant Experience: 5 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in TW 2 plus the following:

- Review and approve procedures for use of on-line documentation tools as appropriate.
- Identify business and technical documentation needs not currently addressed.
- Manage Technical Writer.
- Own documentation libraries and subscription lists.
- Promote the need for developing and using standard documentation for all processes within the organization.
- Perform detailed reviews of interim and final tasks as appropriate.
- Oversee processing of service requests.
- Manage, deploy, and schedule Technical Writer activities.
- Develop and manage short and long-term documentation plans and schedules.
- Understand work requests/needs within Application Teams
- Manage the accomplishment of delivery metrics in support of contractual obligations in the areas of service delivery, on time performance.
- Work with Team Leads and Group Leads to set documentation goals.
- Ensure work remains within the agreed project scope.
- Coordinate work with other Lead Technical Writers as appropriate.
- Coordinate and procure the required skills and techniques required by the Application Teams for documentation needs.
- Communicate accurate and useful status reports to Group Lead and other management on a timely basis.
- Anticipate, identify, track and resolve issues and risks affecting own work and work of the Application Team. Develop contingency plans as necessary.
- Manage expectations of the Technical Writers' internal and external customers.
- Define documentation quality standards as needed.
- Conduct post project reviews and quality assessments.
- Ensure that defined processes are followed.
- Communicate related improvement measures to the team.
- Communicate clearly to Technical Writers their goals, organizational philosophies, and policies and procedures.

Telecom Engineer

The Telecom Engineer configures and installs hardware, wiring, and specialized equipment according to local building and electrical codes. The Telecom Engineer may also be responsible for the end-to-end installation of cable, wiring, and related equipment. The Telecom Engineer typically works closely with facilities/construction managers and site-based project managers. The Telecom Engineer should be able to accurately estimate the time and materials needed for tasks assigned. It is not uncommon for the Telecom Engineer to supervise a team of people and coordinate activities with other construction teams.

TE1

Appendix B

Years of Relevant Experience: 0 to 2 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Ensures proper connectivity from site-to-site and internal to facility.
- Experience with CAT5, Romex, and similar cables/wiring.
- Pulls cable and ensure adherence to all building codes.
- Escalates construction and installation problems to the construction/integration manager, as needed.
- Prepares all job-related paperwork.
- Closes out work authorization when equipment is in service.

TE2

Years of Relevant Experience: 2 to 5 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in TE1 plus the following:

- Inspects customer premises to ascertain available space for equipment installation
- Determines the type and quantity of equipment that can be installed to provide requested communication facilities.
- Creates floor plan of equipment arrangement for customer or architect approval.
- Prepares cost estimate for equipment and installation and submit data to management for authorization to proceed.
- Orders equipment and prepare installation specifications.
- Monitors progress of installation to ensure facilities are ready on specified date.

TE3

Years of Relevant Experience: 5 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in TE2 plus the following:

- Leads full integration teams and interact with large infrastructure teams.
- Acts as telecommunications interface to outside vendors and construction manager.
- Directs activities related to the selection and installation of telephone facilities and special equipment on premises to meet customer's communication requirements.

Tester

The Tester is a member of a team which plans, constructs, and executes product tests, system tests, unit tests, load tests, volume tests, network tests as well as works with others for release control processes. The more experienced Tester manages, plans, constructs, and executes tests and integrates with release control process. Testers have or gain significant business application knowledge.

Test1

Years of Relevant Experience: Less than 2 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Creates test models for product test and release control (plans, data, and scripts).
- Conducts structured walk-throughs
- Executes assembly or product tests.
- Meets time estimates for assigned tasks.
- Communicates accurate and useful status updates.
- Follows quality standards.
- Ability to work in a team environment
- Completes assigned tasks.
- Develops contingency plans as needed
- Strong communication skills; both written and spoken

Test2

Years of Relevant Experience: 2 to 4 years

Preferred Education: 4 year college degree or equivalent technical study

Appendix B

Role Description:

All roles specified in Test 1 plus the following:

- Defines product test plans and criteria for acceptance.
- Develops understanding of system business requirements supported by the Test team
- Develops, updates, and maintains testing standards and procedures.
- Resolves testing process questions / issues.
- Assists in the planning, creation, and control of the test environments.
- Conducts inspections; resolve issues.
- Coordinates and executes assembly or product tests with the Test Team, Application Team and the Project Manager.
- Assists Team Lead or Test Team Lead in monitoring estimated-time-to-complete (ETC) and actuals for assigned tasks.
- Works with Test Team members to enhance their testing skills and build technical and business knowledge.
- Updates and tests release installation procedures.
- Aware of new developments in industry and processes and ability to apply to work as appropriate.
- Determines time estimates and schedule for work efforts.
- Defines and utilizes entry / exit criteria for testing.
- Schedules the design of structured walk-throughs or inspections; resolve issues.
- Works with users to ensure that solutions meet business requirements.
- Anticipates and resolves issues specific to the team.
- Determines time estimates and schedule for own work and resolve issues in a timely manner.
- Identifies and tracks issues, risks and action items.

Test3

Years of Relevant Experience: 4 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in Test 2 plus the following:

- Reviews and understands the Test Team work plan.
- Assists in managing and directing Test Team processes.
- Anticipates, identifies, tracks, and resolves issues and risks affecting own work and work of the Test and/or Application Teams. Develop contingency plans as necessary.
- Researches problems before approaching the Team Lead or Test Team Lead for assistance.
- Assists or guide Testers as needed.
- Develops understanding of system business requirements supported by the Test team
- Assists Application Teams to plan and execute component and assembly tests.
- Participates in assembly or product test execution as required.

Test4

Years of Relevant Experience: 5 plus years, and at least 1 year project management experience

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in Test 3 plus the following:

- Leads all efforts relating to testing and/ or coordination of release control efforts.
- Plans and reviews test models for product test and release control (plans, data, and scripts).
- Plans product test with Functional Team Leads, team members, and the Project Manager.
- Acts as primary point of contact for testing facilitators, executors, and validators.
- Defines test plans and criteria for acceptance.
- Coordinates the development, updating, and maintenance of testing standards and procedures.
- Approves Entry/Exit criteria to be used.
- Manages and directs the Test Team's tasks and processes by balancing team capacity and schedule.
- Directs work planning and the development of accurate estimates for Test Team activities as required.
- Ensures that test design remains within project scope.
- Communicates accurate and useful status reports to Group Lead and other management on a timely basis.
- Develops options and recommendations to assist Test Team members in resolving issues.
- Communicates effectively with customers and software / hardware suppliers supporting the State as appropriate.
- Conducts post project reviews and quality assessments.
- Defines testing quality standards as needed.

Appendix B

- Ensures that defined processes are followed.
- Leads efforts in developing and facilitating implementation of the Test Team goals and metrics.

Voice/Data Engineer

The Voice/Data Engineer directs and participates in all activities related to the selection and installation of telephone facilities and special on-premises equipment that will meet the customer's communication requirements. The Voice/Data Engineer is responsible for all technology and connectivity involving telecommunications and data networks. The Voice/Data Engineer will typically specialize in telephony and data interfaces and systems that have proprietary functions within the communications area of a corporation/business. General wiring excluded, the Voice/Data Engineer ensures that any specialized conduit or wiring is properly deployed and installed according to code. The Voice/Data Engineer is also an expert in audio/visual, teleconferencing, and voice mail equipment. Often times, the Voice/Data Engineer is specialized or is certified in a particular piece of equipment.

VDE1

Years of Relevant Experience: 0 to 2 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

- Ensures proper connectivity of voice and data services and technologies.
- Interacts and work with Telecom Engineer, Integration Engineer, or Project Manager.
- Prepares all job-related paperwork
- Closes out work authorization when equipment is in service.

VDE2

Years of Relevant Experience: 2 to 5 years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in VDE1 plus the following:

- Prepares equipment floor plan for customer or architect approval.
- Determines telephone, data services/components, and audio visual equipment placement within facility.
- Acts as installer of equipment for data/voice or Audio visual use.
- Installs, tests, configures, and trains users on products and equipment.
- Supports systems and products associated with telecommunications/telephone and data within a facility or department.

VDE3

Years of Relevant Experience: 5 plus years

Preferred Education: 4 year college degree or equivalent technical study

Role Description:

All roles specified in VDE2 plus the following:

- Familiar with at least one type of equipment or service that is highly specialized.
- Prepares cost estimate for equipment and installation and submit data to management for authorization to proceed with job.
- Orders equipment and prepare installation specification.
- Monitors installation progress to ensure that the facilities are ready on projected date.
- Leads a team of installers and junior Voice/Data Engineers.

Appendix C – Vendor Network and Contract Utilization

Maine IT Staff Augmentation Services Vendor Dashboard

All Requirements Released Between January 1, 2011 and December 31, 2011 (Includes Named Resources)

Vendor	Candidate Submittals	Unique Cand.	% Against Total Submittals	3 Day Window	% Against Total Submittals	Total Forwarded	% Against Total Submittals	Engagements	% Against Forwarded
Cape Code, Inc.	79	60	76%	73	92%	35	44%	17	49%
Computer Aid, Inc.	46	34	74%	35	76%	19	41%	10	53%
Randstad Technologies	29	23	79%	28	97%	15	52%	10	67%
Professional Technology Integration, Inc.	157	104	66%	115	73%	22	14%	9	41%
Atlantic Staffing, LLC.	48	31	65%	38	79%	13	27%	7	54%
TechnoDyne LLC (NO LONGER IN NETWORK)	77	72	94%	72	94%	23	30%	6	26%
Compunnel Software Group, Inc.	65	47	72%	46	71%	15	23%	6	40%
Compass Systems & Programming, Inc.	10	5	50%	8	80%	7	70%	6	86%
Keane, Inc.	7	6	86%	7	100%	6	86%	5	83%
Integrity Consulting, LLC	43	33	77%	40	93%	10	23%	4	40%
Focused HR Solutions, LLC	34	30	88%	26	76%	13	38%	4	31%
Ohm Systems, Inc.	18	16	89%	16	89%	5	28%	4	80%
MISI Company, Ltd.	10	9	90%	9	90%	5	50%	4	80%
Software People Inc	76	69	91%	59	78%	23	30%	3	13%
Quantum Information Systems, Inc	32	29	91%	26	81%	7	22%	3	43%
Alfa GL Inc	7	5	71%	4	57%	5	71%	3	60%
Complete Computer Services	7	3	43%	3	43%	4	57%	3	75%
Chandra Technologies, Inc.	98	89	91%	79	81%	10	10%	2	20%
iBusiness Solution, LLC	97	88	91%	79	81%	22	23%	2	9%
TechDrive, Inc	57	54	95%	51	89%	9	16%	2	22%
Millennium Software, Inc.	52	33	63%	46	88%	4	8%	2	50%
Acclaim Systems, Inc.	44	44	100%	41	93%	20	45%	2	10%
Cogent Infotech Corporation	23	22	96%	18	78%	5	22%	2	40%
DatamanUSA, LLC	20	20	100%	17	85%	4	20%	2	50%
vTech Solution Inc	17	15	88%	14	82%	4	24%	2	50%
INFOOBJECTS INC.	10	7	70%	8	80%	4	40%	2	50%

Appendix C

Vendor	Candidate Submittals	Unique Cand.	% Against Total Submittals	3 Day Window	% Against Total Submittals	Total Forwarded	% Against Total Submittals	Engagements	% Against Forwarded
Maine Computer Consulting	5	1	20%	4	80%	2	40%	2	100%
My GOTO IT Guys, Inc	2	2	100%	2	100%	2	100%	2	100%
Primasoft Inc	2	1	50%	2	100%	2	100%	2	100%
22nd Century Technologies Inc.	54	51	94%	47	87%	4	7%	1	25%
SysMind LLC	46	39	85%	43	93%	9	20%	1	11%
RCG Global Services, Inc	39	38	97%	28	72%	1	3%	1	100%
Synerfac Technical Staffing	16	13	81%	14	88%	3	19%	1	33%
Saransh Inc	13	13	100%	13	100%	2	15%	1	50%
Software Galaxy Systems L.L.C	11	11	100%	8	73%	2	18%	1	50%
CST2000, LLC	7	6	86%	6	86%	2	29%	1	50%
IT Cats, LLC dba Infoway Software	6	5	83%	4	67%	2	33%	1	50%
American Professionals Inc	5	4	80%	4	80%	1	20%	1	100%
Drew Moore LLC	2	2	100%	1	50%	1	50%	1	100%
Pennant Systems, Inc.	2	1	50%	2	100%	1	50%	1	100%
Decision Dynamics, Inc.	1	1	100%	1	100%	1	100%	1	100%
Protech Solutions, Inc.	1	1	100%	0	0%	1	100%	1	100%
Sage Group Consulting Inc	56	53	95%	50	89%	9	16%	0	0%
V Group, Inc.	46	41	89%	35	76%	4	9%	0	0%
International Projects Consultancy Services, Inc.	42	38	90%	28	67%	5	12%	0	0%
NovaLink Solutions LLC	41	39	95%	24	59%	0	0%	0	0%
Integrated Technology Services Inc	40	28	70%	33	83%	4	10%	0	0%
CNC Consulting, Inc.	35	8	23%	34	97%	0	0%	0	0%
Softpath System, LLC	29	28	97%	20	69%	4	14%	0	0%
ConnectTheDots Staffing, LLC	28	23	82%	22	79%	3	11%	0	0%
Software Transformations, Inc	26	21	81%	22	85%	0	0%	0	0%
Broad Crossing Inc.	23	20	87%	22	96%	5	22%	0	0%
iConnect Group dba ICG Services LLC	23	22	96%	19	83%	0	0%	0	0%

Appendix C

Spruce Technology Inc	19	19	100%	15	79%	5	26%	0	0%
Vendor	Candidate Submittals	Unique Cand.	% Against Total Submittals	3 Day Window	% Against Total Submittals	Total Forwarded	% Against Total Submittals	Engagements	% Against Forwarded
COOLSOFT LLC	18	18	100%	13	72%	1	6%	0	0%
Pro Search, Inc.	18	17	94%	15	83%	1	6%	0	0%
md2 systems, Inc.	16	15	94%	15	94%	1	6%	0	0%
cyberThink	13	13	100%	10	77%	2	15%	0	0%
Technofina Services Inc	12	12	100%	6	50%	0	0%	0	0%
GeBBS Software International	11	10	91%	6	55%	0	0%	0	0%
Lightning Minds Inc	11	11	100%	9	82%	0	0%	0	0%
Pali Solutions, Inc	11	8	73%	7	64%	1	9%	0	0%
SunTechPros, Inc.	10	10	100%	10	100%	1	10%	0	0%
Object Data, Inc.	9	9	100%	5	56%	0	0%	0	0%
Auriga Consulting Services Inc	7	5	71%	7	100%	0	0%	0	0%
Saras America Inc.	7	7	100%	3	43%	0	0%	0	0%
Wits Solutions Inc	7	6	86%	6	86%	2	29%	0	0%
Abacus Management Services, LLC	6	6	100%	6	100%	1	17%	0	0%
Ajasa Technologies, Inc.	6	6	100%	5	83%	0	0%	0	0%
Mansai Corporation	6	6	100%	5	83%	0	0%	0	0%
Master Informatix Systems, Inc.	6	3	50%	6	100%	0	0%	0	0%
North Point IT Corp	6	6	100%	5	83%	0	0%	0	0%
AimTech Solutions, Inc.	5	3	60%	5	100%	0	0%	0	0%
Data Inc	5	4	80%	5	100%	1	20%	0	0%
SoftSol Technologies, Inc	5	5	100%	5	100%	0	0%	0	0%
A & A Search LLC	4	4	100%	2	50%	1	25%	0	0%
Aequor Technologies Inc.	4	4	100%	3	75%	0	0%	0	0%
Comtech, LLC	4	4	100%	2	50%	1	25%	0	0%
Delasoft Inc	4	3	75%	4	100%	0	0%	0	0%
Global Nest	4	3	75%	4	100%	0	0%	0	0%
InterBase Corporation	4	4	100%	4	100%	0	0%	0	0%
IPC Technologies	4	4	100%	4	100%	0	0%	0	0%
Managed Staffing Inc	4	4	100%	3	75%	2	50%	0	0%
Msys Inc	4	3	75%	2	50%	0	0%	0	0%

Appendix C

USM Business Systems, Inc	4	4	100%	3	75%	0	0%	0	0%
Advanced Technology Solutions, Inc	3	3	100%	1	33%	1	33%	0	0%
Vendor	Candidate Submittals	Unique Cand.	% Against Total Submittals	3 Day Window	% Against Total Submittals	Total Forwarded	% Against Total Submittals	Engagements	% Against Forwarded
Dominion Tek, Inc.	3	3	100%	3	100%	2	67%	0	0%
Pebble Logic, Inc.	3	3	100%	3	100%	0	0%	0	0%
Questa Technology Inc	3	3	100%	1	33%	1	33%	0	0%
SA Technologies Inc	3	3	100%	3	100%	0	0%	0	0%
Sai Strategic Solutions, Inc.	3	3	100%	2	67%	0	0%	0	0%
VersaTech Consulting, Inc	3	2	67%	3	100%	0	0%	0	0%
Agneto Inc.	2	2	100%	1	50%	0	0%	0	0%
BT Consulting, LLC	2	1	50%	1	50%	1	50%	0	0%
Gateway Solutions Inc	2	2	100%	2	100%	0	0%	0	0%
Ivory Systems, Inc.	2	2	100%	0	0%	0	0%	0	0%
RLT Technologies Inc	2	1	50%	2	100%	1	50%	0	0%
Romack Staffing International, Ltd.	2	2	100%	0	0%	0	0%	0	0%
ABBTECH Professional Resources, Inc.	1	1	100%	1	100%	1	100%	0	0%
ASAITECH INC	1	1	100%	0	0%	0	0%	0	0%
Capb Infotek LLC	1	1	100%	1	100%	0	0%	0	0%
Collasys LLC	1	1	100%	1	100%	0	0%	0	0%
Computer Consultants International, Inc.	1	1	100%	0	0%	0	0%	0	0%
CORE Education and Consulting Solutions Inc.	1	1	100%	1	100%	1	100%	0	0%
CYRET TECHNOLOGIES INC	1	1	100%	1	100%	0	0%	0	0%
Drivestream, Inc.	1	1	100%	1	100%	1	100%	0	0%
EcomNets, Inc	1	1	100%	0	0%	0	0%	0	0%
Enterprise Consulting Services Inc	1	1	100%	1	100%	0	0%	0	0%
eSystems Inc	1	1	100%	1	100%	0	0%	0	0%
Genome International Corporation	1	1	100%	1	100%	0	0%	0	0%
Horizon Softech Inc	1	1	100%	1	100%	0	0%	0	0%
IDC Technologies Inc.	1	1	100%	1	100%	0	0%	0	0%

Appendix C

Imetris Corporation	1	1	100%	1	100%	0	0%	0	0%
Infojini, Inc	1	1	100%	1	100%	0	0%	0	0%
Integrated Resources, Inc	1	1	100%	1	100%	1	100%	0	0%
Vendor	Candidate Submittals	Unique Cand.	% Against Total Submittals	3 Day Window	% Against Total Submittals	Total Forwarded	% Against Total Submittals	Engagements	% Against Forwarded
Makro Technologies, Inc.	1	1	100%	1	100%	0	0%	0	0%
Mekaza, Inc	1	1	100%	0	0%	0	0%	0	0%
National Computer Systems	1	1	100%	1	100%	1	100%	0	0%
Netrocon Systems LLC	1	1	100%	1	100%	0	0%	0	0%
Param Software Corporation	1	1	100%	1	100%	0	0%	0	0%
PeopleCorp America Inc.	1	1	100%	1	100%	0	0%	0	0%
RadGov, Inc.	1	1	100%	1	100%	0	0%	0	0%
Rapid Global Business Solutions, Inc	1	1	100%	0	0%	0	0%	0	0%
RCM Technologies, Inc.	1	1	100%	1	100%	0	0%	0	0%
Solomons International LLC	1	1	100%	1	100%	0	0%	0	0%
Strave Systems Corp	1	1	100%	1	100%	0	0%	0	0%
Adaequare Inc	0								
Alpha Consulting Corp.	0								
Amzur Technologies, Inc.	0								
Apollo Professional Solutions Inc	0								
Ardent Technologies, Inc.	0								
Atlantian, Inc	0								
Avani Technology Solutions Inc.	0								
Avatar Inc	0								
Beacon Systems, Inc.	0								
BizTek People, Inc.	0								
BRANCORE TECHNOLOGIES, LLC	0								
Bright IT Services, LLC	0								
Chicago Systems Group, Inc.	0								
Computech Corporation	0								
Consult 2 Hire, LLC	0								

Appendix C

Consultant4less	0								
CyberTech Systems & Software Inc	0								
David Martin Associates LLC	0								
Doon Technologies, Inc.	0								
ECLARO	0								
Elegant Enterprise-Wide Solutions, Inc.	0								
GENESYS Consulting Services, Inc.	0								
Hanusoft, Inc.	0								
Hire IT People, LLC	0								
HuMetis Technologies Inc	0								
ICONMA, LLC	0								
iFuturistics Inc	0								
INEK TECHNOLOGIES LLC	0								
InfoPro Systems Inc.	0								
IT Consulting Services Inc	0								
Ken Systems, Inc.	0								
Lighthouse Solutions Inc	0								
Logic House Ltd.	0								
M3Q Consulting	0								
Marathon Temps Tyngsboro Inc.	0								
Marvel Infotech, Inc	0								
Mason Associates, Inc.	0								
Meridian Partners	0								
National Computer Services, Inc.	0								
NCS Technologies, Inc.	0								
Nebula Software Systems Inc.	0								
Peak Systems Inc.	0								
PearlSoft solutions Inc.	0								
PeopleSERVE, Inc.	0								
Prequel Solutions, LLC	0								
R A S HEALTH CARE LLC	0								
Ramssoft Systems Inc.	0								

Appendix C

Red Salsa Technologies, Inc.	0								
RESOURCE LOGISTICS, INC.	0								
Rogue Technologies Integration	0								
SancroSoft USA Inc	0								
SanVista, Inc	0								
Saxon Global Inc	0								
Sherwood Consulting, DBA Base36	0								
Silicon Alley Group	0								
SOLUTIONS RESOURCE, LLC.	0								
Strategic Systems, Inc	0								
Sulaan Solutions, Inc.	0								
Sunrise Systems, Inc.	0								
SUNSOFT SERVICES INC	0								
SynergySoft, Inc.	0								
System Inc.	0								
Talentbeat Inc.	0								
TalentBurst	0								
Tamina Solutions LLC	0								
Technology Staffing Resources, Inc	0								
Tekniligenz Inc	0								
The Ascendant Group, LLC	0								
The FootBridge Companies	0								
Tri-Force Consulting Services, Inc.	0								
Universal Consulting Partners Inc	0								
US Tech Solutions	0								
Vidiyal Consulting Services LLC	0								
VitalPro Corporation	0								
VLS IT Consulting Inc	0								
Waltech Inc.	0								
Xylo Technologies Inc	0								

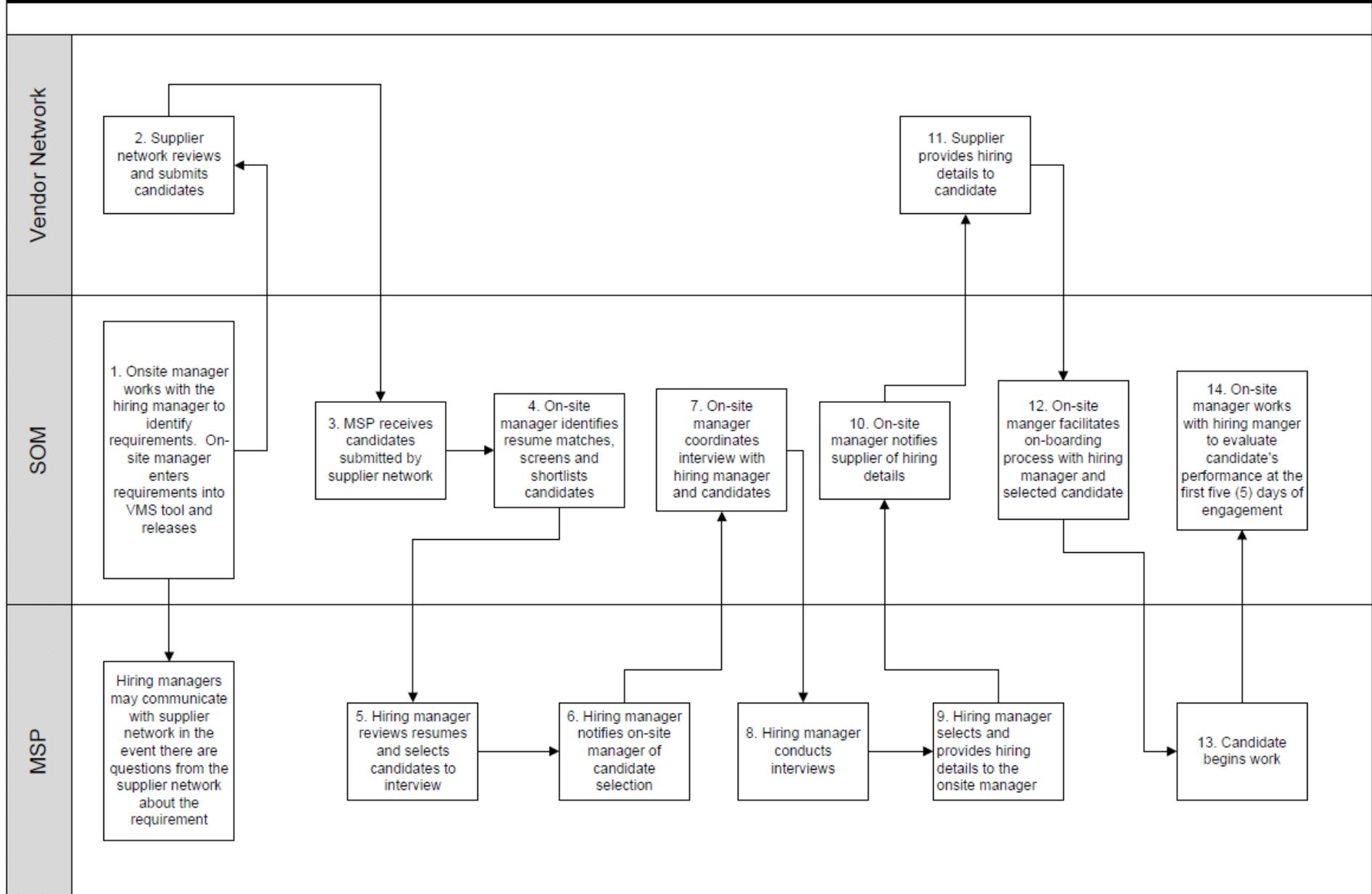
Appendix C

Zenosys LLC	0								
Zolon Tech, Inc.	0								
Total	2,079	1,752	84.27%	1,691	81.34%	410	19.72%	141	34.39%

Timesheet Hours and Spend for All Resources By Job Title for January 1, 2011 - December 31, 2011		
Job Title	Timesheet Hours	Spend
Business Analyst/BA2	2,417	\$110,124
Business Analyst/BA3	571	\$27,235
Client Technologies Specialist/CTS1	6,628	\$201,118
Client Technologies Specialist/CTS2	1,089	\$38,855
Configuration Mgmt Specialist/CMS1	1,432	\$68,754
Data Architect/DA1	1,618	\$116,547
Data Entry Operator/DE2	19,356	\$314,729
Database Administrator/DBA2	563	\$29,221
Database Administrator/DBA3	5,023	\$349,763
Database Administrator/DBA4	888	\$64,327
Functional Architect/FA1	1,108	\$46,590
Functional Architect/FA2	1,452	\$73,647
Functional Architect/FA4	2,631	\$192,265
Help Desk Analyst/HDA1	585	\$17,477
Help Desk Analyst/HDA2	1,189	\$39,957
Junior Architect/JAR1	2,021	\$183,268
Product Specialist/PS3	1,766	\$111,851
Project Manager/PM1	2,778	\$133,759
Project Manager/PM2	2,712	\$165,300
Project Manager/PM3	4,931	\$357,869
Programmer/PR2	4,589	\$201,375
Programmer/PR3	9,847	\$565,393
Programmer/PR4	19,698	\$1,302,817
Programmer/PR5	3,724	\$282,936
Quality Assurance Specialist/QAS1	1,052	\$40,272
Senior Architect/SAR1	5,040	\$510,794
Senior Business SME/SME1	1,077	\$97,193
Senior Database Architect/SDA1	1,416	\$115,149
Senior Project Manager/SPM1	4,909	\$530,429
System Administrator/SA3	494	\$31,795
Team Lead/TL2	658	\$43,842
Technical Writer/TW2	2,426	\$77,171
Technical Writer/TW3	3,054	\$112,579
Tester/TEST2	2,329	\$103,424
Tester/TEST4	7,038	\$382,160
Totals	128,106	\$7,039,983

Appendix D – Requirement Workflow and Agency Internal Workflow

Agency Requirement Fulfillment Workflow Diagram



Appendix E – Service Level Agreement (SLA)

Service Level Agreement (SLA)	MSP Goal	Description	Calculation	Target
Requisition Confirmation Response Time	6 business hours	Time for onsite manager or designee to respond to hiring manager request for new requirement or engagement extension: 8-5 local time	Number of NE* requirements drafted with 6 hr or less response time/Total number of NE requirements drafted	90.0% or higher
Normal Resume Submittal Response Time	4 business days	Measures average response time from release of requirement to the network to hiring manager's receipt of first round of 3 screened candidate resumes	Number of NE requisitions which received first round of resumes for review within 4 business days/ total number of NE requisitions.	90.0% or higher
Normal Round 1 Fill Rate	N/A	Measures contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).	Total number of NE engagements resulting from the first round of resumes / total number of NE engagements.	80.0% or higher
Urgent Resume Submittal Response Time	2 business days	Measures average response time from release of requirement to the network to hiring manager's receipt of first round of 3 screened candidate resumes - an urgent requirement is needed in less than 10 business days	Number of NE URGENT requisitions that received first batch of resumes for review within 2 business days / total number of NE URGENT requisitions.	92.0% or higher
Urgent Round 1 Fill Rate	N/A	Measures contractor's ability to fulfill requisitions within first round of resumes submitted to requestor (URGENT requisitions).	Total number of NE URGENT filled positions resulting from the first round of resumes / total number of NE requisitions filled.	90.0% or higher
Attrition Rate	N/A	Measures resource turnover due to unplanned situations that are not caused by the State, not including inadequate performance, death, serious illness, etc. Applicable situations include resource leaving for another position.	Number of unplanned turnovers from NE engagements / total number of NE engagements.	7.0% or lower
Performance Removal	N/A	Measures resource turnover due to inadequate resource performance.	Number of turnovers from NE engagements (due to inadequate performance) / total number of NE engagements.	5.0% or lower
Opportunity to the Network	N/A	Measure of how many resource resumes, provided to the State after requisition, are from the contractor's supplier network.	Total number of resumes provided to the State from supplier resource pools / total number of resumes provided to the State.	90.0% or higher
Usage of the Network	N/A	Measure of how many supplier resources are selected by the State.	Number of supplier resources selected within period / total number of resources selected within period.	90.0% or higher

*All SLAs are measured against non-exempt (NE) requirements or engagements. Exempt requirements and engagements include those for named resources, those drafted before the end of the “grace period”, and other similar situations. The Department reserves the right to define a requirement as exempt or non-exempt, at its sole discretion. No exempt requirements or engagements are to be included in the SLA calculations.

The Department will provide a 90 day grace period (which begins at contract implementation or “go live”) during which time any requirement requested, drafted, or created, or the resulting engagement will not be subject to the SLAs (exempt). Thereafter all requirements and engagements will be subject to the SLAs (non-exempt), except for requirements where the resource is identified outside of the normal candidate sourcing process (a “named” resource). Resources who were sourced through the normal process but are working on subsequent multiple engagements will be subject to the SLAs applicable, namely the attrition and performance removal SLAs.

All SLAs will be reviewed quarterly, unless any single SLA fails the target, whereupon monthly review will be implemented. The MSP will be given 3 months after the date of the quarterly review to show improvement in the SLA that failed. If the SLA is not met after three months, financial penalties will be assessed by the Department. An amount equal to 0.5% of the subsequent month’s invoiced total will be due to the Department within 30 days of the end of the month or last billing cycle in the month. Financial penalties will continue to be due monthly until improvement is shown. If the SLA has not passed the target percentage in six months from the date of the first quarterly review, the financial penalty will be increased to 1.0% of each month’s invoiced total. If after nine months the SLA is not met, the financial penalty of 1% will continue and the Department will assess the entire program to determine, at its sole discretion, whether the contract should be terminated for cause.

Appendix F – Cost Proposal

Please fill out the attached MS Excel file, print and insert (or copy and paste) here with your hardcopy proposal. Do not alter the layout, formulas, or any other aspect of the file. Please also include the completed MS Excel file with your electronic submission.

RIDER E

RFP # 201206336 Managed Service Provider for IT Staff Augmentation Services – Amendment 1



STATE OF MAINE REQUEST FOR PROPOSALS AMENDMENT

RFP NUMBER AND TITLE:	201206336 Managed Service Provider for IT Staff Augmentation Services
AMENDMENT NUMBER:	1
AMENDMENT DATE:	July 19, 2012
PROPOSAL DUE DATE:	August 7, 2012, 2:00pm Eastern Time
ISSUED BY:	Department of Administrative and Financial Services, Office of Information Technology
DUE TO:	Division of Purchases Burton M. Cross Building, 4th Floor 111 Sewall Street, 9 State House Station Augusta, ME 04333-0009
DESCRIPTION:	
<p>The purpose of Amendment 1 to Request for Proposals (RFP) #201206336 is to provide answers to questions received from interested offerors, regarding the State of Maine’s requirements for this acquisition.</p> <p>Please note: some questions that were submitted may not have been answered. Also, as noted on page 2 of the RFP, the State of Maine reserves the right to not answer any question.</p>	
<p>PART I INTRODUCTION, B. General Provisions, 5., shall be changed to the following:</p> <p>Following announcement of an award decision, all submissions in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 <i>et seq.</i>). If a Bidder submits materials that it claims are confidential because they are not “public records” pursuant to FOAA, the Bidder must (1) conspicuously and precisely designate those particular portions of its materials as “confidential” and (2) provide the specific statutory or other legal basis that exempts the designated materials from FOAA’s definition of “public record.” (See 1 M.R.S. § 402; http://www.maine.gov/foaa/law/exceptions.htm.) A Bidder’s confidential designation does not ensure nondisclosure of the material; the State shall determine whether submitted materials are “public records.”</p>	

Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.

Provided below are the answers to the questions that were received from interested offerors on or before July 13, 2012.

Question #			Question	Answer
1			<p>Why is the State of Maine releasing an MSP RFP at this time? Are there issues with the current MSP?</p>	<p>The State of Maine issues RFP's to assure competitive procurement and pricing of services. In the Case of CAI, the State of Maine chose to participate in the Pennsylvania procurement w/o issuing its own RFP. After 2+ years using CAI, the State feels it should issue the RFP.</p>
2			<p>Does the State of Maine hold the contract with Peoplefluent (or is the technology part of the current MSP contract)?</p>	<p>The State of Maine holds the contract with CAI, and CAI provides access to Peoplefluent.</p>
3			<p>Is the State of Maine satisfied with Peoplefluent as a VMS? What additional/different functions are wanted in a technology?</p>	<p>Peoplefluent is the first VMS the State has experience with and provides adequate functionality. The State is interested in exploring the options available.</p>
4			<p>In the Request for Proposal, a 60 day implementation timeline is outlined. With the installation of technology, this would</p>	<p>The State is interested in a timely, quality, cost effective service. The 60 days is the timeframe we have allocated to implementation.</p>

			be a very tight timeframe, is the 60 day timeline flexible?	
5			Is it expected that the cost of technology to be part of the MSP fee, which is built into the pay rate?	The MSP should bear all costs associated with providing the solution, including the VMS.
6			In Section IV, Supplier Network, Question 7, it is requested that all vendors be notified of all requisitions released. Typically in a tiered network, Tier 1 vendors are notified of all requirements and subsequent vendor tiers are only notified of unfilled requisitions. Does this meet your expectations ?	We are anticipating a delayed notification to subsequent tier vendors, but we are open to proposed alternatives.

7			<p>Within the contract the State of Maine is asking for an Irrevocable Line of Credit for the entire amount of the agreement. What dollar amount does the State of Maine expect for this two year agreement?</p>	<p>The State presented standard contract terms and conditions in the RFP. The State does not anticipate requiring a Line of Credit.</p>
8			<p>We are registered in Tampa FL. Are we eligible to respond to this RFP?</p>	<p>All vendors are eligible to respond.</p>
9			<p>Are there any registrations of the state that have to be met.</p>	<p>The vendor must register within the State accounting system to do business and receive payments.</p>
10			<p>Would we be at a disadvantage to any local vendor ?</p>	<p>There is no vendor preference in Maine.</p>
11			<p>Is there any set-aside for minority companies ?</p>	<p>There is no vendor preference in Maine.</p>
12			<p>The 24% fee that was quoted on the call and the 7% what were they</p>	<p>During the bidders conference, a description of the current fixed rate card was provided. A wage rate obtained from IT labor market surveys is the basis of the rate. An approximate 24% markup is applied to the wage rate (wage rate x 1.24) to obtain the</p>

			for?	supplier rate (rate paid to the supplier). An approximate 7% markup is applied to the supplier rate (supplier rate x 1.07) to obtain the fixed bill rate. The MSP fee is this 7% markup.
13			My understanding for the 7%, is the VMS fee that CAI charges from the providing vendor billing fee, is that correct?	The cost of the VMS is part of the MSP fee.
14			What is the MSP fee that CAI currently charges the State of Maine?	See answer to question 12.
15			What is the current mark-up fee that CAI charges for the 10% of the placements that they can provide to the State?	The bill rate and the MSP markup are fixed for all resources regardless of the supplier.
16			What are the current job classification s bill rates?	Rates are posted at this website: http://www.maine.gov/purchases/files/Market_Based_Rate_Card.pdf
17			Is the 7%, a fee that you put in place that the MSP can charge a vendor or is that a number that	See answer to question 12. The proposed MSP fee should be entered in highlighted cell in the second worksheet of the cost proposal form in Excel.

			we must provide you in our response? if yes, where on the price sheet does it go?	
18			Is it mandatory for the responding vendors to provide resources in all of the job title/skill categories or can they respond to selected job titles depending on their expertise and focus areas?	The MSP should be able to provide resources for all job titles from the supplier network.
19			How many vendors are likely to be awarded thru this RFP?	One award will be made to one vendor.
20			Are all approved vendors (Appendix C) required to be re-awarded again thru this contract?	No. Please read question 3 under B. MSP Model Requirements on page 6 of the RFP document.
21			For all those vendors who have 0 submissions in appendix C, what are	This RFP is to select an MSP, not suppliers in the network. Also see answer to question 20.

			the chances of a re-award?	
22			What is the anticipated timesheet hours & \$ spend for each job title for the years 2012 & 2013?	We do not have any estimates.
23			<p>“The MSP will utilize a Vendor Management System (VMS) to automate and support the IT staff augmentation lifecycle and to provide standard and customized reports to the Department”</p> <p>– Can you pls. elaborate what is required to be provided in the response for this statement? What is the proposing vendor does not use or have a VMS?</p>	The MSP must supply a VMS. Any proposal lacking a VMS component will be non-responsive.
24			Do responding vendors need	No. However, all candidates submitted by the MSP must comply with US employment laws. That is, they must be a US Citizen or be legally

			to have registered with the everify program?	authorized to work in the United States.
25			Do answers to all the questions in section VII (pages 11-13) need to be part of the response?	The proposal should respond to all questions. Proposals lacking responses to some questions may be deemed non-responsive.
26			Economic Impact within the State of Maine – What if the responding vendors currently have no clients or business interests in the State of Maine? Will they be excluded?	If the proposal does not demonstrate economic impact to the State of Maine, the assigned points for that section will not be awarded.
27			Pls. confirm no resumes are required as part of the response. If they are required, hope it is not part of the 45 page limit.	If resumes are requested in a question, they can be part of the attachments.
28			In reference to Pg. 13, D - Cost Proposal, can you please	Correct, the NTE bill rate proposed is the rate charged to the Department, and the MSP will retain their markup proposed in the second worksheet. The Department will pay the MSP and the MSP will be responsible for paying the vendor/supplier.

			<p>confirm that the vendor's hourly bill rate for their resources is the rate charged to the Department, and the MSP fee is subtracted from that vendor's hourly bill rate? For example, if a vendor's hourly bill rate is \$100 per hour, and the MSP fee is 7%, the vendor will receive \$93/hour and the MSP will receive \$7/hour.</p>	
29			<p>As defined in Appendix F, the MSP fee is charged on the NTE rate. When a vendor bill rate is reduced from the NTE, is it the Department's intent that the MSP fee be charged on the lower</p>	<p>Correct, the MSP fee will be calculated based on the rate proposed by the vendor/supplier for each resource, not the NTE rate. The proposed language is acceptable.</p>

			rate and not the NTE rate? If so, then should the language in the Appendix F be as follows: “Please use this table to enter the MSP’s percentage of the actual vendor hourly bill rate (at or below the defined NTE bill rate)”.	
30			Related to the question above, we assume that the MSP is required to disclose the vendor hourly bill rate to the Department. Is this correct?	Correct, hiring managers should know the hourly rate proposed by the vendor for each candidate.
31			In the Department’s assessment, what are the primary reasons for turnover?	Resources typically are itinerant and always looking for a better paying job. Rates have been based on the Augusta job market, which is not competitive with areas like Boston. The location of Augusta away from major metro areas is a big change for some.
32			In reference to Part II, Scope of Services, B. MSP Model Requirement	Tiering the network will create a smaller pool of high performing suppliers who can be managed as a subset of the network. Depending on the criteria proposed by the MSP, there should be an incentive to offering high quality candidates at a competitive price.

			s - 3, what is the Department's primary objective in establishing a tiered network of vendors instead of having all approved vendors be Tier One?	
33			Are all requirements onsite at State of Maine office?	Most resources will be located at one of the State's office buildings in the Augusta area.
34			What are the key technologies in which the various resources are to be augmented?	The RFP indicated titles most commonly used. Common skill sets requested include: Oracle, java, .net, ETL/Data Warehouse, project management, MS SQL Server. In general, the State seeks candidates with more work experience than less.
35			Is there any vendor management system currently used? If yes, please provide details.	CAI uses the Peoplefluent VMS as part of its MSP operations.
36			My corporation separates our HR Solutions Group (MSP) and Staffing divisions in an effort to	The SLA limiting the MSP to supplying up to 10% of the candidates will apply regardless of the divisions within the company. Candidates supplied by the MSP must be screened like any other candidate.

			<p>truly develop vendor neutrality. For our customers, this means that our staffing divisions, which operate under separate cost centers, are held to the same standards as other vendors and are scored in the same manner. In addition, it provides the customer with the flexibility of working with only one division, if deemed necessary. Due to this division, would the 10% maximum placement stipulation still hold true?</p>	
37			<p>Please provide detail on the mark-up structure and the current</p>	<p>Please see the answer to question 12 and other answers on this topic.</p>

			<p>MSP fee from Computer Aid. The conference call mentioned a 24% mark-up and a 7% MSP fee. However, please provide the recipient of each portion.</p>	
38			<p>In addition, with the current program, are there additional tasks that are being performed by Computer Aid outside of tasks listed in the RFP?</p>	<p>This RFP includes all the functions performed by CAI.</p>
39			<p>The conference call indicated that the MSP would be responsible for background checks. However, who is responsible for adjudicating the results of the check for results that</p>	<p>A background check must be performed on the final successful candidate; it is optional for non-selected submissions. Questions regarding submission accuracy/honesty should be brought to the attention of the MSP and State contract manager. Resume inflation will not be tolerated.</p>

			might fall under a “dishonesty clause.”	
40			Are all background checks consolidated through one background check provider? Can the State provide the current background check requirements ?	Current background checks are performed by the submitting vendor using InforME. http://www5.informe.org/online/pcr/ . The InforME check performs a 'Maine Only' background check. The State of Maine will complete and pay for checks for positions that require nationwide fingerprint based background checks (this is a very limited set of jobs).
41			Of the 7% MSP fee, what is the fee % that accounts for the current VMS?	There is no separate VMS fee.
42			Within the contract the State of Maine is asking for an Irrevocable Line of Credit for the entire amount of the agreement. What dollar amount does the State of Maine expect for this two year agreement?	Please see answer to question 7.

43			<p>You mentioned in the meeting that MSP would be allow to direct staff 10% and no more. I'd like to know if that number could increase to 20% if the State of Maine could realize a significant cost savings?</p>	<p>Bidders should not anticipate that the SLAs will be changed during the contract period.</p>
44			<p>"Managed Service Provider for IT Staff Augmentation Services", is this particular bid open for all the vendors? Can we response to this proposal request ?</p>	<p>All vendors capable of providing an MSP solution are welcome to respond.</p>
45			<p>Is this RFP is only for vendors holding any particular State Term Contracts?</p>	<p>No.</p>
46			<p>Are you want to get whole service?Can we supply</p>	<p>One award will be made to a bidder who can provide the entire solution.</p>

			only candidate?	
47			Will the State supply all computer equipment and other necessary hardware required for a resource to perform the functions required?	The State supplies all hardware and software for a resource to perform the work (such as a programmer-4). The State does not anticipate supplying the computer for the MSP Onsite Manager. The State does anticipate allowing the MSP vendor to use its network, printers, copiers, etc.
48			Supplier neutrality generally means that the MSP will not provide any of the staffing. Is this the case for Maine?	The MSP may propose and supply candidates, as limited by the "Opportunity to the Network" and "Usage of the Network" SLAs in Appendix E.
49			What happens if a candidate is found to be unsuitable after arriving onsite?	If the state deems a candidate unsuitable within 5 working days of arriving onsite, the state will not incur any cost associated with the engagement.
	Reference	Subject	Question	Answer
50	Pg. 6, Part II.B.2) Candidate Supply	Examples and Metrics from similar size and job market programs where candidate sourcing is successful	In order to conserve space, may we include these examples in an attachment to our proposal?	Yes, examples can be an attachment to the proposal.

51	Pg. 10, Part II.C.V.7 and 8 Standard Reports	Sample Reports	Please confirm that we can include sample reports for both of these requirements (#7 and #8) in an attachment.	Yes, example reports can be provided as attachments.
52	Pgs. 11-13, Part II.C.VII. Vendor Management System	Screen shots	Many of our responses could include screen shots to demonstrate how the VMS tool fulfills a requirement. Can we include screen shots in an attachment if properly cross-referenced between our proposal and the attachment?	Yes, screen shots can be provided as attachments.
53	Pg. 13, Part II.C.VII. 26 Electronic Invoicing	Definition of Electronic Invoice	What does Maine consider to be an electronic invoice (emailed copy of invoice; data file; etc)?	A legible pdf of an invoice would qualify as an electronic invoice.
54	Pg. 17, Part IV. B.1.1	Subcontractors	We believe that the subcontracto	Correct, the language regarding subcontractors refers to any function expected of the MSP, not the suppliers in the network.

			rs referred to in this section are exclusive of the supplier network. Please confirm.	
55	Pg. 17, Part IV.B.1.2 .b	Copy of face page of Bidder's applicable insurance policy	In order to conserve space, may we include this as an attachment?	Yes, the insurance policy can be an attachment.
56	Pg. 18, Part IV.B.IV. Economic Impact within the State of Maine	One-page response	Is the response to this requirement included in the 45 page limit?	Yes, this is part of the body of the proposal, not an attachment.
57	Pg. 64, Appendix E – Service Level Agreement	Calculation for Urgent Round 1 Fill Rate	Should the calculation for Urgent round 1 Fill Rate be Total number of NE URGENT filled positions resulting from the first round of resumes / total number of NE URGENT requisitions filled? (it seems like 'Urgent' was	Yes, thank you for the correction. The SLA will be updated in the drafting of the contract

			left out of the denominator)	
58	Pg. 16 A. Proposal Format; V.		Part IV Proposal Submission Requirements state that, "The Bidder may not substitute additional attachments beyond those specified in the RFP for purposes of extending their response". Is it acceptable to the State for respondents to include an appendix with graphics that reference and relate specifically to the ~75 Scope of Services responses?	Yes, screen shots and graphics can be part of the attachments. See also response to questions 50-52.
59	Pg. 16 A. Proposal Format; VIII		Part IV Proposal Submission Requirements state that, "Bidders should complete and submit the proposal cover page	This value should be the same value as entered in the second worksheet of the cost proposal. This is only for administrative purposes. The value in the cost proposal will be used in evaluation if different from the cover page.

			<p>provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package". Can the State please clarify what value is desired within the "Proposed Cost/MSP Fee" field?</p>	
60	Pg. 1 Appendix F. Cost Proposal		Are NTE rates inclusive of the MSP Fee?	See response to question 29.
61	Pg. 13 D. Cost Proposal, II. MSP Fee		May the offeror propose a MSP fee in dollar (\$) terms rather than a percentage?	No, the fee must be a percentage.
62	Pg. 13 D. Cost Proposal, I. NTE Bill Rate		Will the state be providing the market data for IT labor rates as referenced in point #2 and mentioned in the bidder's conference?	No, the MSP must be capable of obtaining this data.

63	Pg. 13 D. Cost Proposal , I. NTE Bill Rate		Is this work subject to the Service Contract Act (SCA) and Davis-Bacon Act (DBA) Wage Determinations?	Both Acts apply to wages and benefits paid to contractors or subcontractors. The suppliers in the network are responsible for the payment of wages and should be knowledgeable of any Department of Labor acts or laws applicable to their business.
64	Pg. 1 Appendix F. Cost Proposal		In the bidder's conference, it was mentioned that the current markup on labor rates is 24% with a service fee of 7%. Can the State please elaborate to explain this 31% markup, specifically describing the components of the "base labor rate" and the individual mark-up's?	Please see answer to question 12.
65	Pg. 1 Appendix F. Cost Proposal		Is the following accurate as to the build-up of the total State cost for different labor categories as	That is essentially correct, though the State does not specify what the resource should be paid. Please see answer to question 12.

			<p>described in the bidder's conference: the engaged resource receives \$25.00 base labor rate or hourly wage; the vendor company receives 24% on top of that rate or a \$31.00 bill rate to cover G&A, overhead, and profit; and the MSP receives 7% on top of that rate or \$33.17 from the State?</p>	
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RIDER F
Knowledge Services Response to RFP # 201206336

TABLE OF CONTENTS

Table of Contents	3
Section I: Organization Qualifications and Experience	3
1. Description of the Organization	4
2. Organizational Description and Qualifications	4
3. Organizational Experience	5
4. Description of Experience with Similar Projects	5
a. Program Experience	5
b. The State of Maine’s Right to use Additional Knowledge	9
c. Bidder’s General Capabilities	9
Section II – Specifications of Work to be Performed	10
I. Services to be Provided	10
a. Required Services and Expectations (Part II Scope of Services, A)	10
b. MSP Model Requirements (Part II Scope of Services, B)	10
c. Functional and Technical Requirements (Part II Scope of Services, C)	21
Section III - Cost Proposal	38
Section IV – Economic Impact within the State of Maine	39
Appendix A – Liability Insurance Policies	40
Appendix B – Team Resumes	40
Appendix C – Screen Shots and Sample Reports	47

Section I: Organization Qualifications and Experience

GuideSoft, Inc. dba Knowledge Services (Knowledge Services) is excited to present our proposal to the State of Maine Department of Administrative and Financial Services (Department) Office of Information Technology for a Managed Service Provider (MSP) for IT Staff Augmentation Services.

1. Description of the Organization

Knowledge Services is an ISO 9001:2008 certified professional services company and also a Certified Woman-owned Business Enterprise (WBE) with approximately 800 employees located in offices throughout North America. Founded in 1994 by our CEO, Julie Bielawski, Knowledge Services has evolved into a leading provider of Managed Services Programs nationally.



Government Solutions



MSP & VMS Programs



EOR Payrolling



Compliance Programs



Staffing & Recruiting



IT Training

Financially strong and stable, Knowledge Services delivers outstanding services to major organizations in various industries including: Federal and State Governments, Public Utilities/Telecom, Healthcare, Media and Entertainment, Manufacturing and more. Knowledge Services employs dedicated teams that provide clients with specialized contingent labor management solutions in the areas of IT, Engineering, Clerical and Administrative, Accounting and Finance, Light Industrial, Healthcare and Call Center for our diverse customer base. These groups are comprised of individuals having industry experience and knowledge primary to each discipline. Each practice area is managed by a dedicated and focused team of professionals, ensuring responsive, quality and timely service to our clients.

Knowledge Services has been delivering comprehensive, supplier-neutral MSP programs since 2003. We ensure that our clients are provided with the right resource at the right time, and at the best price available. We combine industry best practices, powerful program management and strong staffing expertise to produce measureable results across every part of our client’s contingent workforce program.

Knowledge Services will leverage experiences earned and lessons learned to deliver immediate value to the State of Maine. Our proposal will demonstrate our ability to meet the Department’s requirements through the use of our proven MSP program solution that has been successfully implemented in State and Local governments.

2. Organizational Description and Qualifications

a. Location of Corporate Headquarters and Service Delivery Location

Knowledge Services headquarters are located in Indianapolis, Indiana. Should Knowledge Services be the successful bidder for this RFP, a program management office will be established at or in the general vicinity of the State of Maine government complex. Day-to-day management will be delivered from our proposed Augusta, Maine office. Strategic Program initiatives will be jointly managed from the Indianapolis and Augusta Program teams.

b. Liability Insurance Policies

Copies of the face pages of our general liability, profession liability and other relevant liability insurance policies are included in *Appendix A – Liability Insurance Policies*.

3. Organizational Experience

Knowledge Services, founded in 1995, has been providing MSP/VMS services for 10 years. We are experts in delivering MSP/VMS and related contingent labor services to Federal, State and Local Governments as both a Prime and subcontractor. With proven experience in providing MSP solutions, Knowledge Services addresses the specific and current challenges faced by State governments.

With numerous State government prime contractor engagements, 10 years of proven MSP and VMS experience, thorough documentation, detailed process driven methodologies, financial strength and an unparalleled breadth of skills served (IT, clerical/admin, medical, etc.), Knowledge Services has the capacity and is especially qualified to meet the current needs of the Department but also able to provide expanded services should needs change.

Our Government Solutions team is dedicated to the effective and efficient management of contingent labor solutions, reducing risk, providing increased governance and controls, enhancing workforce decision support and cost savings for government agencies. With regard to our MSP engagements, we have implemented and manage over 50 programs. The scope of MSP/VMS projects has ranged from \$6 million in annual billings to \$65 million, and from approximately ten hiring managers and suppliers to hundreds of hiring managers and hundreds of suppliers supporting multiple locations throughout the US. Knowledge Services, with its experienced and dedicated staff, thorough documentation, detailed process driven methodologies and financial strength has the capacity and desire to support the State of Maine implementation.

4. Description of Experience with Similar Projects

a. Program Experience

Program #1 - State of Indiana

Contact: Mark Hempel, 317-232-2498

Implemented February, 2009, and with the goals of enhancing resource quality, improved resource retention, reduced costs, increased Indiana Economic Impact and to gain greater command and control through a centralized database and reporting, the State of Indiana conducted a procurement to source a managed service provider for contingent IT labor. Following an extensive RFI, RFP and multiple oral presentations to a committee of 16 individuals, the State of Indiana selected Knowledge Services out of a group of nine national MSP and VMS providers. The State of Indiana Office of Technology (IOT) with estimated IT contingent labor billings of \$18 million and approximately 260 resources utilized a “Preferred Vendor” or “Quantity Purchasing Agreement” arrangement with 18 vendors. KNOWLEDGE SERVICES learned through its Discovery Phase that there were actually over 60 vendors billing through multiple higher level sub-vendors. The State of Indiana IOT resources and/or managers were both centralized and embedded within over 10 state agencies. Within two years, based on the Knowledge Services MSP program exceeding the State’s expectations, Knowledge Services was asked to expand its services to include Statement of Work (SOW) projects, Medical contingent labor, Seasonal Workers and Administrative, Finance & Accounting within all State of Indiana Agencies. The Knowledge Services MSP program now serves the needs of over 30 State agencies supported by dozens of skill and geographic-specific vendors providing over 1,000 resources and processes time and Statement of Work billings exceeding \$65M annually.

Knowledge Services has delivered the following value-added features and benefits to the State of Indiana:

Savings of over \$15M (greater than 20%)	Increased resource retention
Enhanced Vendor and Candidate pool	400% growth of local supplier placements
Improved resource quality	Growth in Diversity Spend
Reduced time to fill	Job title and rate rationalization
Documented, validated and streamlined agency-specific requisition processes	Agency specific quarterly CFO contingent labor financial review
State Personnel Department quarterly reviews of contingent labor usage	System access for Auditor of State to complete audit trail for all transactions
Employer of Record and Agent of Record payroll services	Seasonal worker programs including labor forecasting
Implemented multi-shift contingent labor scheduling system for medical resources and bar code time collection	Fully compliant and validated supplier vetting process to reduce co-employment risk

A key achievement for Knowledge Services was achieving the State of Indiana State Board of Auditors approval, certifying the Knowledge

Services dotStaff™ time collection and electronic invoicing solution. This validation allowed the State to eliminate all paper related to contingent labor tracking and reporting, time records, invoices, and payments specific to contingent labor.

Program # 2 – Global Leader in Medical Equipment & Devices

Contact: Jon May, (812) 931-2435

Launched in May 2009, this Fortune 500 client utilized a large number of vendors servicing dozens of managers contingent labor needs. Annual contingent labor billings were \$8-10 million. The rural-based company headquarters was within driving distance and, therefore, competed for labor with larger metropolitan areas. Labor rates and access to qualified candidates was a significant focus of attention. The company operates in a federally regulated industry and requires specific focus on vendor performance, IC/1099 compliance and Corporate Integrity Agreements. This client benefited from our extensive experience within the IT sector as it relates to establishing fair market rates and a robust network, as well as valuable cost saving initiatives. Knowledge Services strategically increased this client’s pool of vendors and introduced a competitive environment, reducing rates, overcoming reliance on too few vendors and eliminating frequent candidate shortages. Along with this program advancement we introduced a market driven rate card with reduced rates for assignments longer than 6 months or on contracts extended for a term longer than 6 months (reflective of reduced statutory costs). We also provided value to this client by establishing an Employer of Record (EOR)/Payrolling program which brought about significant savings on and benefits for IT resources that had been pre-identified without the use of a recruiting vendor and by implementing a conversion program for extended temporary engagements.

Knowledge Services has delivered the following value-added features and benefits to this client:

Savings of over 17% in IT contingent labor spend	Reduced time to fill and improved resource retention
Improved resource quality through vendor pool enhancements and competition	Corporate Integrity Agreement management
Established real-time “Fair Market Rates” using reverse auction	Increased candidate pool even in rural markets
Eliminated Talent shortages in rural markets	“On Line” Paperless timekeeping and invoicing
Experience with a large IT Program in a Federally regulated environment	Improved oversight and Decision support

Employer of Record and Agent of Record payroll services	Rate and Job title rationalization
Rate reductions for longer than 6 month engagements	Consistent efficient and streamlined processes

Program #3 – Nation’s Largest Senior-Care Provider

Contact Name: Jon Borman, (859) 392-3682

In 2006, this MSP program, with over 1,000 existing suppliers servicing over 300 locations across the US went live. Total contingent labor billings exceeded \$40 million. Primary program objectives focused on cost savings and in consistent process management over a wide geographic area. Quickly instituting a supplier performance evaluation program with “Key Vendor Qualities”, Knowledge Services successfully reduced the supplier based to geographic focused, high performing and engaged suppliers. Concurrently, competitive, market-driven rates were established without disruption in the critical supply of skilled workers for their program. In the program’s first year savings were in excess of \$8MM on just over \$40MM in contingent labor billings.

Knowledge Services has provided the client with program features and related benefits as follows:

Rate Savings of over 23%	Reduced time to fill
Improved resource quality through vendor pool enhancements and competition	Reduced Turnover
Established accurate “Fair Market Rates” for a large list of candidate job titles by multiple geographies	Increased candidate pool even in rural markets
Eliminated Talent shortages in rural markets	“On Line” Paperless timekeeping and invoicing
Experience with a large IT Program in a Federally regulated environment	Improved oversight and Decision support
Employer of Record and Agent of Record payroll services	Rate and Job title rationalization
Rate reductions for longer than 6 month engagements	Provided Robust on site and virtual training programs
Consistent process control throughout a widely dispersed user group	Supplier pool transition without project disruption

Program #4 – Industry Leader of Pharmacy Management Services

Contact Name: Berard Tomassetti, (502) 627-7361

At program inception, this client utilized hundreds of suppliers with annual contingent labor billings of approximately \$20MM. Objectives for this program, which began in June of 2009, were to, within one year, reduce hard costs by over 20% and streamline the client’s contingent labor acquisition process. HR compliant and consistent vendors and contractors were also a priority. The client operates under a federally mandated Corporate Integrity Agreement (CIA) with specific training and pre-employment requirements which are subject to random Federal audits. Knowledge Services created a resource website for viewing compliance documentation and videos and for signing and submitting declarations of completion. Through our process, all vendors are required to comply with HR guidelines and mandates. We also provided business transparency with an adaptive workflow, we streamlined and clarified the payables process, and we produced marked cost reductions through the competitive bid environment. Configurable, customizable, and robust system reports deliver valuable information and business analytics.

Knowledge Services has provided the client with program features and related benefits as follows:

Rate Savings of over 23%	Reduced time to fill
Improved resource quality through vendor pool enhancements and competition	Reduced Turnover
Established accurate “Fair Market Rates” for a large list of candidate job titles by multiple geographies	Increased candidate pool even in rural markets
Eliminated Talent shortages in rural markets	“On Line” Paperless timekeeping and invoicing
Experience with a large IT Program in a Federally regulated environment	Improved oversight and Decision support

Employer of Record and Agent of Record payroll services	Rate and Job title rationalization
Rate reductions for longer than 6 month engagements	Provided Robust on site and virtual training programs
Consistent process control throughout a widely dispersed user group	Supplier pool transition without project disruption

Program # 5 – Indiana Public Retirement System (INPRS)

Contact: Paul Tex, (317) 234-3458

INPRS is a financial institution that manages retirement investments for public employees and teachers in Indiana. INPRS partnered with Knowledge Services to increase compliance, reduce contract administration burden, utilize a single contract holder and have a single invoice. The INPRS program started in 2011 with approximately \$8 million in contingent labor billings, of which \$7.1 million was IT. Centrally located, approximately 20 vendors supported this clients contingent labor needs. Knowledge Services works with INPRS daily to ensure the best candidates are found.

Knowledge Services has delivered the following value-added features and benefits to INPRS:

Improved oversight and Decision support	Growth in Diversity Spend
Enhanced Vendor and Candidate pool	Shift to more local suppliers
Improved resource quality	Reduced Turnover
Reduced time to fill	Paperless Time collection and invoicing
Consistent efficient and streamlined processes	Employer of Record and Agent of Record payroll services

b. The State of Maine’s Right to use Additional Knowledge

Knowledge Services acknowledges that the Department of Administrative Services has the right to use additional knowledge that may not be provided within a Bidder’s proposal.

c. Bidder’s General Capabilities

Knowledge Services has extensive experience in providing services similar to those requested in this RFP, and has no additional information to include in this section.

Section II – Specifications of Work to be Performed

1. Services to be Provided

a. Required Services and Expectations (Part II Scope of Services, A)

The Knowledge Services Government Solutions team members are experts in providing and managing supplier-neutral IT staff augmentation MSP solutions. Our MSP candidate sourcing and on-site program management solution is a proven and repeatable model providing State governments with predictable, low risk and meaningful results. All of our client MSP programs, utilizing the award winning dotStaff™ Vendor Management System (VMS), center on managing and mentoring local, proven, and quality suppliers in order to meet specific client needs. Working closely with hiring managers and suppliers alike, our On-site MSP program support and management teams ensure the client administrative burden is dramatically reduced, information flow is enhanced, candidate quality and retention is improved and critical decision support reporting is both timely and of maximum value.

b. MSP Model Requirements (Part II Scope of Services, B)

General Description of the Knowledge Services MSP Solution (Part II Scope of Services, B1)

Knowledge Services' MSP Model is a powerful combination of an experienced program team with a comprehensive, integrated technology solution, dotStaff™ VMS. Our personal approach provides State customers and supplier partners with an easily accessible, industry knowledgeable person and team for responsive, accurate answers to questions and needs. The major components of our solution include the following core components.

MSP Program Team

Foundational to all of our programs, our MSP Program teams include a dedicated On-site Program Manager (On-site PM) with industry knowledge and skills expertise that will provide full requisition management and reduce administrative burden for the client, hiring manager, supplier and resource. The On-site PM will be fully supported by an MSP team that will also perform program services related all aspects of the program, including:

- **Requisition Management and Candidate Vetting**
 - Program Manager (IT Specialist) confirms job responsibilities / needs with Client Manager
 - Confirm job classification and title
 - Job requisition entry & distribution
 - Program Manager pre-qualifies candidates
 - Skills & rate based submission dashboard
 - Automated interview coordination & scheduling
 - On-site facilitation of all interview activities
 - Conduct on / off boarding activities and urgent issues
 - Integrated pre-employment screening & on-boarding events
 - Exit interviews, performance management, contract close-out & security (off-boarding)
- **Supplier Management**
 - Recruit, identify & assess prospective suppliers
 - Provides onsite, process-specific training
 - Measure suppliers on resource quality, retention, price, responsiveness, SLAs
- **Supplier Mentoring and Support**
 - Improved information flow to enhance knowledge of position needs

- Communication, Mentoring & Outreach through regularly scheduled conference calls, quarterly forums and roundtables, and training sessions
- Supplier tools to increase performance & improve efficiency & profitability
- Supplier cash flow visibility & management
- Accurate & auditable online accounting records
- Level playing field to allow suppliers to compete on price and quality to earn business

Rate Philosophy

Our solution offers complete bill rate transparency with no hidden supplier fees. Our free market competitive “bidding” that allows suppliers to see the lowest submitted rate and adjust theirs accordingly, combined with Best and Final Offer (BAFO), provides real-time market rates that ensure resource quality and retention. We conduct regularly scheduled market rate analysis and perform job title classification and rationalization to ensure rates and skills sets are aligned. An exception process for rates submitted in excess of the maximum hourly rate is also created to allow for flexibility as needed within programs.

Compliance / Risk Mitigation

Compliance and risk mitigation are integral to program success. The MSP team provides comprehensive, service & skill driven scheduled validations on full range of federal and state regulation driven compliance requirements. IRS Independent Contractor verification testing is conducted to ensure all suppliers and IC/1099 resources are legal businesses mitigating co-employment and IC/1099 risks to the client. By leveraging the dotStaff™ VMS, the MSP provides access to accurate & auditable online accounting records, validated pre-screening requirements and risk mitigation compliance tracking. The MSP team will also provide proactive recommendations for continuous process improvements using industry best practices.

Reporting and Business Intelligence

The Knowledge Services MSP program delivers comprehensive reporting and business intelligence that enables informed decision support for Governments. The MSP program team serves as a trusted advisor by providing analysis, analytics, trending and recommendations based upon our program, recruiting and industry subject matter expertise, while at the same time comparing and contrasting to market driven data sources. This expertise, combined with the dotStaff™ Vendor Management System (VMS) technology, enables us to synthesize large volumes of data, identify patterns in that data, and present recommendations based on those patterns. Client decision makers are able to easily identify and address an agencies most pressing challenges, opportunities and risks.

Included with this reporting capability is the ability to deliver consolidated, integrated & automated invoicing. System generated invoices automatically created from approved time and milestones from within the same system, eliminating the need for suppliers to manually create and submit invoices to the MSP. Both the client and suppliers have visibility to real-time data related to payments.

Vendor Management System (VMS)

Knowledge Services’ fully integrated dotStaff™ VMS solution is a powerful Software as a Service (SaaS) contingent labor sourcing and billing application. The dotStaff™ solution enables the Department to procure and manage a wide range of contingent workers, from IT to Clerical to Medical, and services in accordance with the Department’s business rules. The dotStaff™ VMS includes supplier profiling, requisition management, candidate submissions, on-and-off boarding, time and expense tracking, consolidated billing and reporting.

Scalability and Flexibility

Recognizing the similarities and differences between State government agencies, it is not uncommon within our MSP programs to create unique agency-specific processes. Examples of this would include approval workflows, exception processes, compliance requirements pre-employment verifications and on boarding processes. Details can be configured down to the hiring manager level, for example, the number of resumes they want to see for each requisition.

Scalability, both in terms of volume and expansion into additional skill categories or project-based work, has been a consistent requirement of all of our existing MSP programs for both the public and private sector. Our MSP program solution can accommodate the addition of new skill categories such as Administrative and Clerical, Finance and Accounting, Medical, Seasonal/On Call, Light Industrial and Statement of Work-based projects.

Process to Supply Candidates for all Job Titles in Appendix B (Part II Scope of Services, B2)

Overview

The Knowledge Services MSP solution was specifically designed to ensure access to the most skilled resources for client specified needs. Our Program design has consistently provided the ideal balance of resource quality and retention with competitive market pricing providing the greatest Department value. The Knowledge Services MSP Program reduces hard and soft costs while improving resource quality, retention and resource skill levels.

Our MSP solution begins well before a job requisition is initiated. A Knowledge Services MSP Program deployment team, as described later, completes a comprehensive Discovery and Change Management and Deployment effort. Information learned from these phases allows Program Delivery accuracy and efficiencies to be achieved.

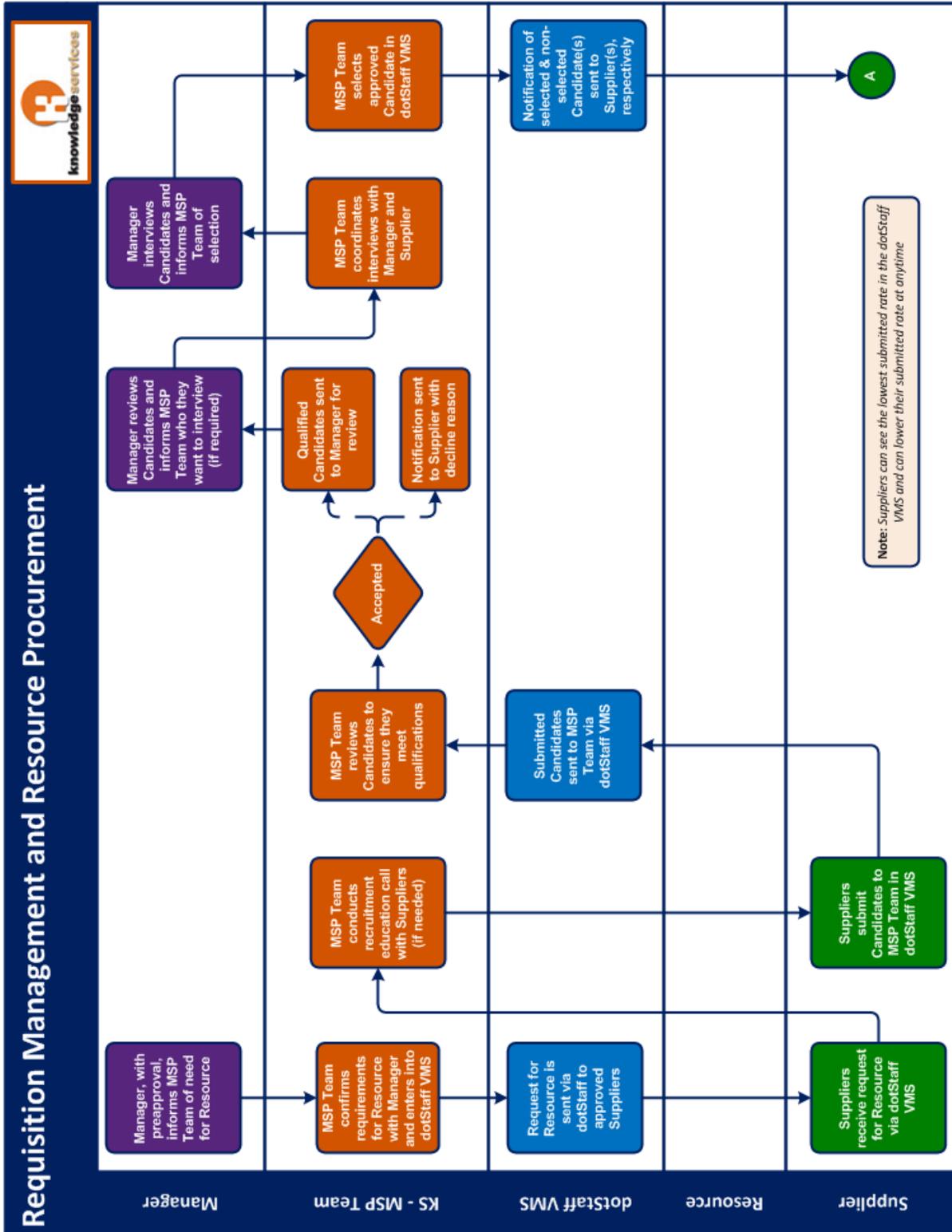
Step-by-Step Process Description:

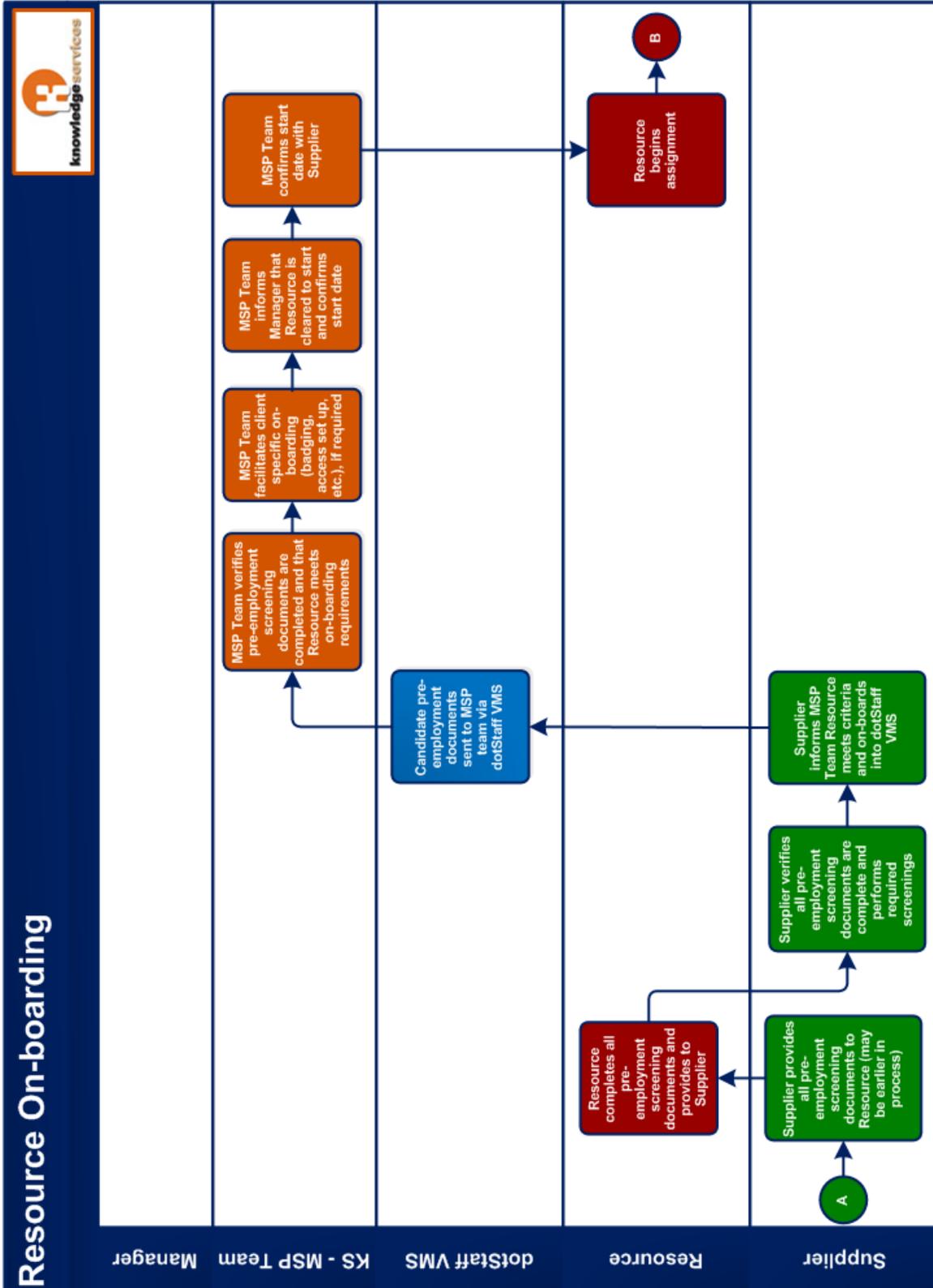
A summary of the on-premise, post implementation (Department manager-by-manager detailed title/description validation, etc.) candidate screening steps conducted by the Knowledge Services On-site PM is as follows:

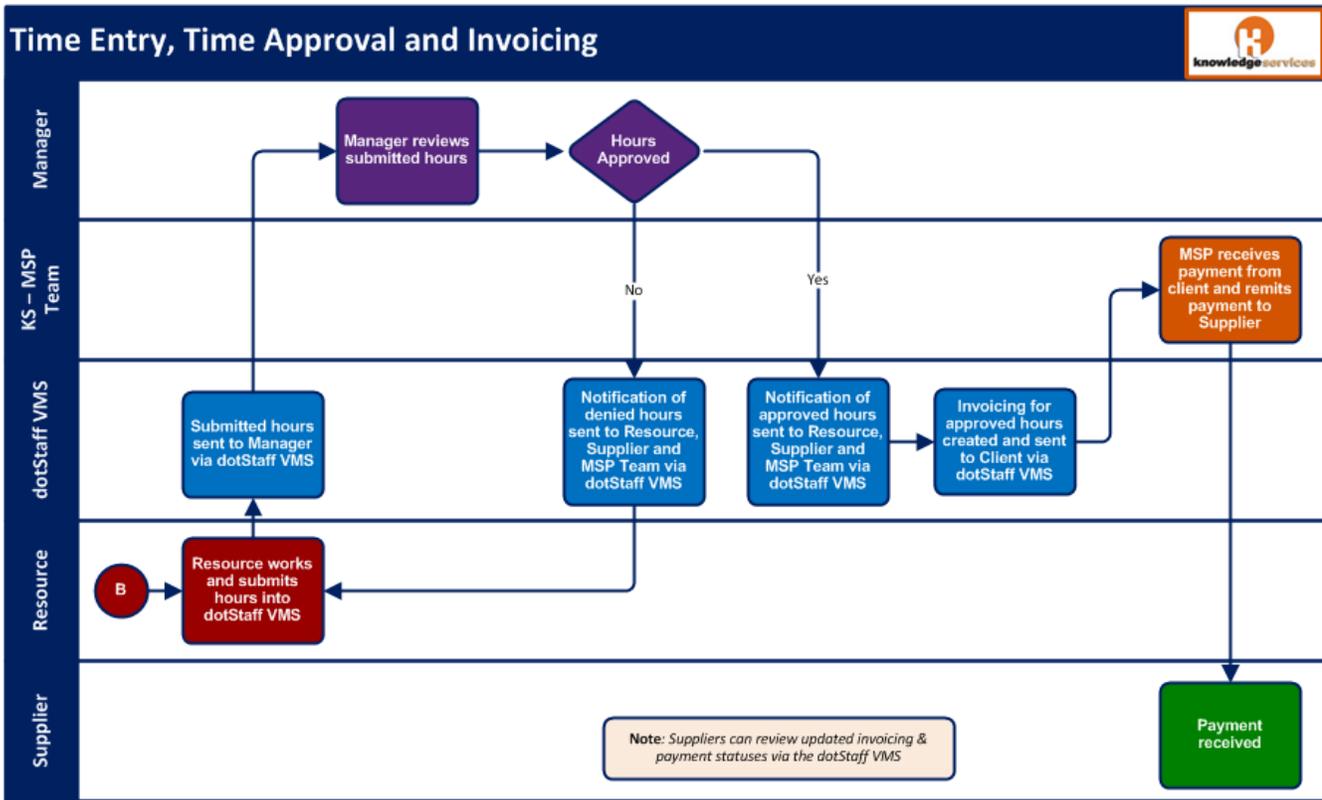
- Prior to “go-live,” Knowledge Services Program Team conducts comprehensive job title/description and rate analysis, presents findings and makes recommendations regarding job title inflation conclusions to Department leadership.
- Upon receipt of all job requisitions, the On-site PM consults with the Department hiring manager to confirm job requisition needs, specifications, description, urgency, pre-requisites and supplemental and/or additionally desired skills to confirm job posting accuracy and completeness, ensuring suppliers recruiting efficiency and performance.
- Manager contacts (calls or emails) the MSP On-site PM.
- Manager receives posting request confirmation via email within 2 working hours
- On-site PM clarifies with manager rate and position title are appropriate based on the job description, including specific and/or unique requirements before posting to suppliers
 - The On-site PM posts the position in dotStaff™ VMS within 4 working hours
- For new, urgent, or hard-to-fill positions, the On-site PM will facilitate a supplier education call to ensure all necessary information is provided.
 - On-site PM schedules twice weekly calls with suppliers to review outstanding postings
- The dotStaff™ VMS 5th generation skills matching technology provides suppliers, the On-site PM and Department managers with a specific and consistent comparative resume scoring based upon the match of candidate qualifications to the requisition.

- On-site PM, using their IT industry recruiting experience and specialized knowledge of the Department's needs, reviews, qualifies and conducts initial resume screening.
- On-site PM conducts phone screening with candidate(s) to further qualify skills, availability, commitment to assignment location and duration. Phone screening is conducted at the manager's discretion.
- Results of the evaluation are presented to Department manager for consideration.
 - All and/or pre-qualified resumes, based on Department manager's request, are presented to the manager
 - The Department manager specific resource preferences, scoring methodology, etc. are logged and maintained to ensure that future candidate analysis incorporates the Department manager's methodologies, interests, etc.
 - Any candidate submissions exceeding the contracted maximum rate are subject to an agreed upon exception process
- Department manager schedules an interview through the dotStaff™ VMS.
- On-site PM coordinates the interview logistics
- On-site PM will obtain interviewed candidate feedback from Manager and provides to supplier helping to improve future Department recruiting activities.
- Manager informs On-site PM of the desired candidate
- In accordance with the Department's program directive, on site team may request best and final offer (BAFO) from supplier(s)
- On-site PM verifies final rate is acceptable with Department manager
- On-site PM and Department manager confirm targeted start date for selected candidate and directs supplier to complete all pre-employment screening and documentation
- On-site PM confirms all pre-employment requirements have been met
 - All pre-employment validations are stored within the central database and available for audit 24/7
 - If the candidate does not meet necessary criteria, On-site PM will determine if secondary candidate is acceptable or if additional candidates are required
- Prior to identified start date the On-site PM verifies that all required activities from operations, IT, security, managers, telecom, etc. have been completed
- On-site PM builds assignment details within dotStaff™ VMS, including end date, PO amount and billing information for invoicing and reporting
- Candidate is provided time entry training prior to start date
- On-site team performs orientation with candidate on first day (answers questions about work location, security and building access badging, parking, operational specifics, work hours, provides facility maps, contact information, etc.)
- Resource(s) enters time in dotStaff™ VMS. Notification is sent to manager for time approval. Manager reviews and approves or denies time. Approved time is invoiced.

The images on the following pages illustrate the specific process workflows for requisition management, on-boarding and time entry processes.







Within all 50+ Programs Knowledge Services manages, we consistently utilize and the dotStaff™ VMS skills matching technology, combined with IT recruiting industry experienced professionals, to validate detailed requisition needs, screen resumes and conduct initial candidate screening and/or interviews.

Examples/metrics of where candidate sourcing has been successful in similar size/job market programs are illustrated in the table below:

Job Requisition -->	Resumes Received	Candidates Screened by MSP	Candidates Passing MSP Screening	Qualified Candidates Pushed to Manager	Candidates Selected by Manager for Interview
Application Developer - Intermediate	13	6	4	3	3
Application Developer - Senior	10	5	4	4	3
Project Manager	21	9	5	4	2
Project Manager - Sr.	16	8	5	3	2
Database Administrator	12	7	4	4	3
Data Entry Operator	17	6	6	4	2
Quality Assurance Analyst	16	8	4	4	3

Experience Managing a Supplier Network (Part II Scope of Services, B3)

We currently have over 1,000 suppliers participating in our programs to date. Our average program size is \$10 million dollars in spend with 25 suppliers. We understand the value a quality and engaged supplier network has on resources, their individual skills and their continuity to key projects. Suppliers will aggressively participate and provide quality, long term candidates in programs where they feel valued as partners, have competitive opportunities at earning placements and are treated fairly. This premise is a fundamental part of

our business model, and is demonstrated in every program Knowledge Services manages. We believe it is in everyone's best interest to retain a strong working relationship with all supplier organizations and Knowledge Services places a very high priority on ensuring that all performing suppliers are retained and that locally headquartered suppliers are embraced.

We work hard to cultivate communications with the supplier community. We maintain open lines of communication with suppliers in the following ways:

- One-on-One Meetings with All Existing Suppliers
- Supplier Kick Off Meeting/Open House with Q&A
- Supplier Orientation and Education
- Weekly Supplier Conference Call
- Ongoing mentoring for all suppliers in the program
- Quarterly Supplier Round Tables

Project and resource continuity will be critical to the Department and supplier relationships play an important role in achieving secure and safe project transitions. For resource continuity and billing purposes, all existing resources and their providing supplier will transition into the new program. This is a consistent program requirement and one that we accomplish regularly with our other clients.

Consistent with our standard pre-award supplier outreach process, we invited the Department supplier community to participate in a "Knowledge Services MSP model" Introduction Webinar. The purpose of the webinar was to confirm our intent to respond to the Department's RFP, introduce the supplier community to the Knowledge Services Managed Service Program model, the dotStaff™ VMS and, most importantly, to our MSP supplier relationship philosophy. The webinar was well attended with dozens of very telling questions and interactive dialogue, validating the local supplier community's strong interest in learning more about working with the State of Maine through the MSP model.

1) Knowledge Services has extensive experience managing both tiered and non-tiered program models. Our primary objective with all program deployments is to minimize and/or eliminate disruption. With the Department's current MSP structure and pricing model, we believe the Knowledge Services program will be welcomed by the existing Department suppliers and local supplier community.

Once program transition has been completed we would propose for consideration a two tier model: **Tier 1** to be local suppliers who meet requirements for Maine economic impact, whether active in the existing program or not. As an integral part of our "Discovery" phase, our MSP program team will collect expertise, focusing on specific skills and capabilities from all interested local suppliers. This model provides the greatest opportunity for State tax dollar investments to be spent with local businesses, thereby maximizing State employment, State tax receipts and local business growth. **Tier 2** would include all appropriately vetted and approved existing suppliers who do not meet the requirement for Maine economic impact.

Our proposed tier structure would provide for Tier 1 suppliers to receive all appropriate job postings immediately upon release. Tier 2 suppliers would receive all non-Urgent postings 48 hours following the release to Tier 1 suppliers. No Department manager would experience resource or supplier changes relating to existing resources. This model ensures continuity and eliminates disruption.

2) After Tier 1 and 2 supplier networks are established, the MSP team will work with existing suppliers who are not selected to remove them from the program. In the event that any of these suppliers have existing resources, these suppliers will remain in the program until the resource has finished their assignment.

For Tier 1 and Tier 2 suppliers, we will monitor SLA metrics for two consecutive quarters. Knowledge Services MSP programs continually evaluate supplier performance and adherence to Department SLAs. Time to respond, response rate, quality of resumes and hit rate are reviewed at least quarterly. If a supplier is underperforming, a corrective action plan is developed. If improvement is not demonstrated in the agreed upon timeframe, the supplier may then be put on probation or endure suspension periods until the suppliers can

demonstrate that requested improvement criteria have been met. At this time, the MSP team will review supplier performance metrics, and will present recommendations to the Department regarding further program supplier community reductions and/or modifications.

When a supplier is terminated from a program for performance or voluntarily withdraws, we work closely with all parties to ensure a smooth transition of resources to a discounted payroll supplier, or an alternate supplier, without disruption to the Department or the program.

3) During program implementation, Knowledge Services will consult with the Department on the optimal number of suppliers to service the needs of the program, and will maintain a list of pre-qualified suppliers for future consideration. When a staffing or consulting business expresses interest in joining the Department MSP Program, Knowledge Services will provide a New Supplier Application Packet to the interested business via email. Knowledge Services has a supplier vetting and evaluation process that helps to pre-qualify a potential new supplier prior to final consideration for program enrollment. Suppliers are vetted on a number of criteria including, but not limited to, geographic location and local presence, financial stability, delivery capability, resource database, geographic coverage, ability to meet insurance requirements. This establishes a pool of suppliers to should we need to add a new or pre-qualified supplier to the Tier 1 and Tier 2 network to ensure overall program performance.

On a quarterly basis, the MSP team evaluates the performance of all suppliers, both Tier 1 and Tier 2. After analyzing how all suppliers in totality are performing, the MSP team makes recommendations to determine if suppliers who have been vetted and are in the pool need to be added to ensure that overall program SLAs are met.

4) In the event that a requisition is posted and neither Tier 1 nor Tier 2 suppliers can find qualified candidates, the MSP team will follow up with the suppliers to determine why and if necessary, reach out to a select number of vetted pools of suppliers for assistance filling the requisition.

5) For all resources placed with the Department, we require that all Tier 1 and 2 suppliers complete the W2 / IC Validation form to identify the resource's Employer of Record. We will educate suppliers on IC and 1099 compliance, and confirm that subcontracting is not permitted in this MSP program. With the Department's agreement, we can make this part of the supplier SLA.

6) Knowledge Services places the highest priority on mentoring locally headquartered (Maine-based) firms and has developed a comprehensive program specifically designed to provide opportunity to Maine IT Small Businesses. Our program consistently results in achieving greater than 90% local spend. We achieve these results based, in part, on our extensive supplier Communications, Mentoring and Outreach efforts. Developing local suppliers ideally should begin early within any Program. To this extent, we have already begun engaging with State of Maine suppliers to educate them on our MSP model, to learn of their specific proficiencies, to embrace them as potential partners, and to help ensure their continued participation in the program. We have received overwhelmingly positive responses to our initiatives to date. We are confident in achieving results consistent with our other programs in Maine. Our proven approach ensures State of Maine businesses grow, pay State taxes and employ tax paying Maine citizens.

We also have an extensive mentoring program for active non-Maine headquartered staffing firms to ensure all suppliers are effectively engaged in serving Department needs. This program includes, but is not limited to:

- Personalized program orientation and training
- One of the greatest impediments to small businesses growing is lack of capital. We have, therefore, pre-negotiated submarket rates with nationally recognized payroll funding companies allowing small State of Maine businesses to fund additional placements
- Track response rates from targeted Maine businesses to monitor their activity
- Help setup compliance process criteria for pre-employment checks
- Evaluation of recruiting strength

- Set up alliances with contract (variable cost) recruiters to improve response ability
- Identify and outline targeted Maine suppliers recruiting strengths
- Provide summary Department spend by agency and skill allowing suppliers to build resource pipelines
- Selected introductions to key agency managers
- Monitoring of submissions to opportunity ratios for progress
- Monitoring wins to opportunity ratio for progress

Our comprehensive Program Implementation approach and on-going Program management will ensure that the Department maintains existing resources. Our Program model is based on the development and support of a supplier community capable and engaged in providing quality candidates. Our personal and embracing supplier philosophy enables and fosters a strong and committed community suppliers fully engaged with the needs of the Department. Our tiered supplier structure focused on local, performing suppliers enhances State economic development and ensures access to a rich pool of qualified resources.

General Description of the VMS Tool (Part II Scope of Services, B4)

Knowledge Services utilizes the dotStaff™ VMS as its supplier management solution. In addition to its fully integrated accounting and finance functionality, it is intuitive, user-friendly and secure. dotStaff™ VMS is a configurable, web-based Software as a Service (SaaS) VMS that facilitates all aspects of the requisition and candidate lifecycle including but not limited to: requisition management, rate card management, skills matching, interview coordination, candidate selection, pre-employment screening validation, resource timekeeping, timekeeping approval, expense entry and approval, invoicing, supplier payment, SLA management, project milestone entry and approval, and business analytics reporting and trending. The role of the VMS enables the MSP team to ensure that all aspects of aforementioned process workflows are standardized, compliant and controlled while delivering process efficiencies to the Department, the supplier community, the resources and the MSP.

Knowledge Services conceived designed, developed, markets and provides dotStaff™ VMS technology and program support. Knowledge Services is rooted in both the IT and staffing industry, and with 7+ years' experience implementing and supporting dotStaff™ VMS, our organization is ideally suited to support every aspect, from custom reports to enhanced functionality, of the Department's VMS needs.

One of the many distinct features of the dotStaff™ VMS is that it provides the Department and the suppliers with accessible and auditable real-time data in a single fully integrated solution. Also, suppliers and Department managers are not burdened with having to manually invoice the MSP for their resource time, and it is not necessary to export time into the MSP's external ERP or accounting system.

Quality resource acquisition is made easy using its simple yet sophisticated skills matching tool which ensures suppliers submit, and hiring managers' focus on, only the most appropriate candidates for consideration. Integration of the skills matching engine with dotStaff™ VMS exclusive "supplier submission board" ensures the Department has access to "the right resource at the right time for the right price".

Our industry-unique free enterprise solution guarantees the State of Maine with the most talented individuals available when needed and at the most competitive market rates. The submitted low price for each job posting is visible to all suppliers. With this information, suppliers have control and can choose to earn business by pricing their most talented candidates to win. Likewise, hiring managers are able to see all submitted candidate skills and rates, and are able to make the most informed business decision regarding best value. Once the top two resources are identified by the hiring manager, the MSP team provides the appropriate suppliers one last

opportunity, through Best and Final Offer discussion, to win the business. The Department will also benefit from real-time fair market rate trending data regarding existing, on-off and new job skills requirements.

Partnership with Maine and On-site Program Manager (Part II Scope of Services, B5)

Our program will be managed through a dedicated on-site presence of fully qualified Program Manager with IT recruiting industry expertise, and will be available to State users and suppliers in person, and via phone and email. Our PM will be fully supported by a dedicated MSP program team (technical, compliance and risk management, procurement, HR, finance and legal).

The dedicated On-site PM will partner with the Department and hiring managers in the following ways:

- PM will meet with hiring manager and departments on an ongoing basis to build strong working relationships and create and maintain profiles of their historical and future needs, core technologies and legacy systems, projects, and hiring manager unique preferences
- Serve as the main point of contact for the Department and hiring managers to facilitate all aspects of requisition management process including qualifying manager needs, reviewing resumes, phone screening candidates and facilitating interviews.
- Act as primary relationship manager on behalf of the Department and Knowledge Services for all suppliers
- Act as point of escalation for issues relating to provider management, staff, resource employee relations, billing, recruitment, reporting and general questions on services
- Recommend solutions to any issues raised by hiring managers, as well as review processes on an ongoing basis to identify proactive ways to improve efficiencies
- Provide MSP 1:1 program education and VMS training to the Department and hiring managers
- Support the Department to raise level of awareness of Knowledge Services MSP Program with internal end-user clients through training sessions, road shows, 1:1 meetings, etc.

Proactive Program Recommendations (Part II Scope of Services, B6)

Knowledge Services consistently monitors a client's MSP program to identify opportunities for and provides recommendations to improve program performance metrics and overall program function. Our program teams combine MSP best practices and industry expertise with VMS technology experience, enabling them to synthesize large volumes of data, identify patterns in that data, and present recommendations based on those patterns. Examples of program enhancements that have been recommended and implemented in our MSP programs include:

- Within multiple MSP programs, we identified a significant number of Professional Service Agreements (PSAs) that were only for a single individual resource. Knowledge Services implemented a 1099/IC validation and compliance program that reduced co-employment and statutory tax risks.
- A state government was experiencing low minority and woman-owned business participation, not meeting Governor-mandated participation percentages. Knowledge services initiated M/WBE mentoring and outreach, increasing M/WBE participation by up to 40%.
- Several small project requests were being written as staffing requests. Knowledge Services provided analysis and tear-apart reviews of these requests, providing a means to facilitate small-project RFPs, milestone analysis and tracking.
- We provided dotStaff™ VMS integration with State-specific applications to provide Total Cost of Ownership for time and labor management (temporary, State FTE, and/or project based).
- After a successful IT program implementation and consistently exceeding SLAs, the MSP program was expanded to other labor categories experiencing similar challenges, including Administrative / Clerical

and Medical. Program expansion included multi-shift scheduling and the deployment of bar code /time clock data collection systems for Medical and seasonal resources.

c. Functional and Technical Requirements (Part II Scope of Services, C)

Implementation Plan (Part II Scope of Services, C, I, 1: A - I)

A) Knowledge Services is a multifaceted professional services firm providing IT training, SOW project-based IT work, Managed Service Program deliveries and Staffing and Recruiting services. Knowledge Services, with its experienced and dedicated staff, comprehensive documentation, detailed process driven methodologies and financial strength has the capacity and desire to support the Department implementation. The implementation team will be exclusively focused on the successful MSP implementation during all facets of deployment.

The implementation team will be comprised of the following roles:

- Implementation Manager – Oversees all aspect of implementation, including current and future state process mapping, exception processes, internal workflows, rate card alignment, job title and rate normalization, system configuration, development of SLA and reporting needs, coordination of training and education.
- Program Implementation Team Lead – Coordinates all cross-functional activities associated with implementation.
- VMS Technology Lead – Configures and implements the dotStaff™ VMS.
- On-site Program Manager – Builds relationships with hiring managers and assists in the creation of process maps and workflows.
- Professional Services Manager – Develops requirements for rate cards, SLAs and reporting.

Representative resumes for the proposed implementation team are included in **Appendix B - Team Resumes**.

The implementation team members will be finalized upon contract execution.

B) Knowledge Services will transition all existing resources and their suppliers into the new program. This is a consistent program requirement and one that we accomplish regularly with our other clients.

In the unlikely event that a supplier declines to participate in the new program, we will facilitate the transfer of resources to another supplier, or allow the current supplier to continue with the existing resource under a modified contract that allows for continuation until resource termination date under a modified MSP program agreement.

C) Our VMS rollout plan is integrated within our MSP Program rollout plan and is typically completed within 45 to 60 days. This plan also includes information, data and knowledge transfer (detailed in D). Data gathering from an existing program may speed the overall rollout if the existing program provider can supply the data in an industry recognized standard data transfer format which includes, supplier name, resource name, manger name, time approver name if different than manager, department, bill rate, project or cost center (i.e. billing information), resource location, any shift or OT premiums associated with the resource.

Planning and Execution of Program Transition

Knowledge Services manages all program deployments utilizing its standard Knowledge Services Solution Framework (KSSF). A graphical representation of the framework is provided in **Appendix C – Figure 1**. The framework is designed to ensure that program objectives are met and performed in a fashion that allows flexibility to address the various needs of government Agencies, Departments and Municipalities. The Program is broken into four phases:

- Envisioning - understanding State objectives, current practices
- Planning – current state process mapping and discovery, recommended future state process, change management plan, data collection, communication template modification, schedule development, and State sign off of each of these outputs

- Deployment – communication plan execution, change management plan execution, data load, supplier and State user program education, desktop pilot and sign-off
- Finalization – execution of any process, data, or system adjustments requested during desktop pilot

Our program roll out approach focuses of the following success factors:

- 100% supplier engagement and understanding of program benefits
- Accomplishment of all stated State objectives
- Succinct and effective communication to all program constituency
- Seamless change management execution
- On-going program measurement, reporting, and advising

A more detailed sample project plan is also provided in the *Appendix C – Figure 2*.

D) As part of the process, and in recognition that a current program is in operation, we will include the current supplier in our communications plan where appropriate to facilitate data and knowledge transfer.

Our programs are predicated on clear, concise, accurate and pre-approved communications, and we strive to effectively communicate with all users, stakeholders and participants, with the right people and in the correct sequence to ensure comprehensive understanding of processes and procedures, as well as any required, planned or anticipated changes.

Knowledge Services recognizes the importance of preparing and communicating with State employees, suppliers and resources the plans and effects of scheduled, planned and impending changes. Our comprehensively documented Change Management and associated Communication Planning Process and Workflow Diagrams help to ensure that an ideal atmosphere for process improvements and advances is created. Our Change Management, Communications and Process Automation systems are designed to maximize the collective benefits for all affected and associated people, departments and organizations involved in the change and to minimize the risk of failure of implementing the change. Our design methodology for MSP/VMS enterprise-wide implementations is based on the premise that change management deals primarily with the human aspect of change.

Knowledge Services' Framework for Change and Communication Management consists of:

- Agency and departmental process interviews
- Current Process map development
- State confirmation of current process maps
- Future Process recommendation
- State approval of process modification
- Creation of Change and Communication Management Plans
- State Authorization of Change and Communication Management Plans
- Training and Communication of stakeholders
- Implementation of Change and Communication Management Plans

Our industry-proven Change and Communication Management Processes address both the proactive and reactive elements of change and messaging. The Knowledge Services Change and Communication Management Methodology is also designed in recognition that our solution affects and, therefore, must address Information Technology change management, strategic change management, and process change management. Paramount within our strategic approach is that the MSP/VMS solution consists of dealing with all the aspects of human behavior and the attitude towards change and that implementing new procedures, technologies, and overcoming resistance to change are fundamentally human resource management issues. Our proven program realizes that the MSP/VMS implementation process is multi-disciplinary and, as a result, requires senior management involvement and should also touch all affected aspects of the State organization.

Knowledge Services and the State clearly define both qualitative and quantitative measurements and the frequency of State interaction regarding ongoing service delivery issues that may be uncovered during delivery,

or should State business needs change. Change Procedures are clearly outlined in our State and supplier service agreements for defining the approach how to define and agree to changes to the service agreement. Key elements that need to be mutually agreed to include, but are not limited to, the amount of notice to ramp delivery up or down, technology changes, or material changes to workflow.

E) A sample implementation project plan has been provided as part of the response to Item (C) above, and is included in *Appendix C – Figure 2* for review. A plan with specific designated deployment (Go Live) dates will be provided upon contract execution. The implementation will be complete within 60 days.

F) Plan progress monitoring and tracking will be conducted in meetings with a designated State sponsor and on a frequency as requested by the State. The plan will be tracked against the rollout plan dates provided in the detailed project plan supplied to the State at contract execution.

G) We will meet the requirement that the solution will be deployed within a 60 day timeframe.

H) Discovery sessions will be conducted with SMEs from all agencies as part of the Phase 2 of the standard Knowledge Services Solution Framework (KSSF).

I) Training sessions are incorporated in Phase 3 of the standard Knowledge Services Solution Framework (KSSF). We provide education to all program stakeholders for client and suppliers during the initiation of the program and on an ongoing basis thereafter for the life of the contract.

Knowledge Services will train system administrators and other designated Department personnel on the use of the dotStaff™ VMS as it is configured to meet the specific sourcing, billing, and administrative processes defined for the Department upon completion of and approval of future-state process maps that will be developed upon award of the contract.

Training is also provided to the Department, agency administrators, suppliers and contingent resources on the Department's MSP agreed upon processes and procedures. Our standard training curriculum includes supplier rules of engagement with the Department hiring managers, on and off boarding procedures, pre-engagement compliance, performance expectations, etc.

All training services are provided by Knowledge Services MSP team and dotStaff™ VMS training specialists. Courses are delivered on premise as required and are also made available weekly online. Courses online are instructor-led and interactive, and they deliver the same content as those on-premise. Brief, function-specific training videos are also available via web-based video training.

Proper education is critical for the suppliers and resources that will use the system. We give great attention to ensuring that we educate on supplier and their resources on both the use of the dotStaff™ VMS, and also on the benefits they can gain from the dotStaff™ VMS and program. Finally, we tailor all supplier and resource education to meet the specific process needs of the Department.

Every user, client, supplier, and resource, is provided with an MSP Orientation and a dotStaff™ VMS “Get Started Guide” which highlights the functions key to the individual's program role. This is a pictorial guide and is also tailored for specifics of the Department's MSP program. Curriculum and all training materials are available to the Department upon request.

General Solution Functionality (Part II Scope of Services, C, II, 1-3a-d)

1) A table detailing the job titles and resources provided in a single program for calendar year 2011 is included in **Appendix C – Figure 3**. This table is representative of a single government program’s data for the calendar year in 2011. We have correlated the State of Maine’s job titles to match the titles used in this program.

2) We study and regularly evaluate the industry trends taking place in all of our MSP programs with regards to technologies in use and how the technology environment is evolving. As part of our standard 6 month market rate analysis, we survey suppliers about what they are seeing in the marketplace with new and emerging technologies. In addition, we subscribe to paid services, CIO, Public CIO magazines; participate in quarterly CIO forums and in annual national forums. As a high end IT Technology Company that delivers technology training and software development, we are on the forefront of emerging technologies and trends. Using this knowledge and perspective, we provide recommendations custom to our Program clients when appropriate.

3) The MSP will fulfill the State requirement to meet quarterly with the Division of Purchases and OIT on regular quarterly intervals to present reports including but not limited to a) Contract Utilization, b) MSP Performance, c) Supplier Network Performance, and d) Market Trends. Knowledge Services, in conjunction with involved State Departments, will customize meeting agendas and the presentation of these standard reports to the States requirements. Standard reports routinely used in current MSP programs include, but are not limited to, the following:

Hours entered, dollars billed, HC of resources, Full time equivalent (FTE) of HC working, Requisitions released, Requisitions filled, supplier submissions, Total suppliers engaged, supplier changes, MWBE supplier program spend, supplier performance, Bill rate trending vs. market and NTE rates, and Savings vs. NTE rates. All of these reports can be configured to show trending over time intervals such as Monthly, Quarterly, Annually, or since program inception over designated intervals. They may also be provided by the following breakdowns of organizational structure: Overall program, Department, Manager, Project, Cost center or subsets as defined by the State. In addition preventive and corrective actions as well as recommended actions to improve efficiency or reduce costs associated with the program are reviewed during the quarterly meetings. A representative sample of reports provided to other MSPs is provided in the **Appendix C – Figures 4 and 5** for review.

Operations (Part II Scope of Services, C, III, 1-12)

1) Our program will be managed through a dedicated on-site presence of fully qualified Program Manager with IT recruiting industry expertise, and will be available to State users and suppliers in person, and via phone and email. Our dedicated client staff is fully supported by our extensive (technical, compliance and risk management, procurement, HR, finance and legal) MSP program team. Upon contract award, resumes for the proposed team would be made available to the Department. Representative team member resumes are provided in **Appendix B – Team Resumes**. Program team members will be finalized upon contract execution.

The operations team will consist of:

- Executive Sponsor – Responsible for all aspects of the MSP program, serving as the key escalation point for Department executive stakeholders
- Program Sponsor – Responsible for account management, working with client stakeholders on process and program improvements and compliance
- On-site Program Manager – Manages all aspects of the MSP program
- Program Associate – Supports the On-site PM in all aspects of the program

2) Knowledge Services acknowledges that the account team must be approved by the Department a minimum of 10 business days in advance, and that the Department has the right to request changes in the account team if performance is not satisfactory. Our proposed solution meets this requirement.

3) A dedicated On-site PM will be provided as part of our proposed MSP solution, and will be available Monday to Friday, 8 a.m. to 5 p.m. local time. Our program account management staff will also be available during this same time frame to assist the Department with all aspects of the MSP program solution, including but not limited to creating reports, issue management to proactively address client needs and any VMS issues, and provide backup to the on-site management. In addition to the on-site account team, we also provide phone access to a call center support team. The Executive Sponsor and Program Sponsor are also available as needed by the Department.

4) VMS helpdesk services will be available to the Department and suppliers from 8 a.m. to 5 p.m. local time for any US time zone. Our solution does meet this requirement.

5) Our VMS solution meets the requirement for the ability of Department-designated administrators to have access to the entire approval and supply chain. Administrators have unlimited access to the VMS system for the Department hiring manager approval workflows.

6) Our solution meets and exceeds the requirement to administer state and federal background checks as required by the Department. We require all suppliers to use a single National provider which consolidates all information into a single data file that is available to the Department online 24/7. This single database allows the Department Pass-Fail-Audit access 24/7 for any current or past candidate that worked in the program.

7) Our VMS system will track and report on the status of workers such as 1099 W2, H1-B, L1 Visa or I9. The reports can be viewed online in the system, or provided to the State at requested intervals by the program team. This information is located in the background check data file.

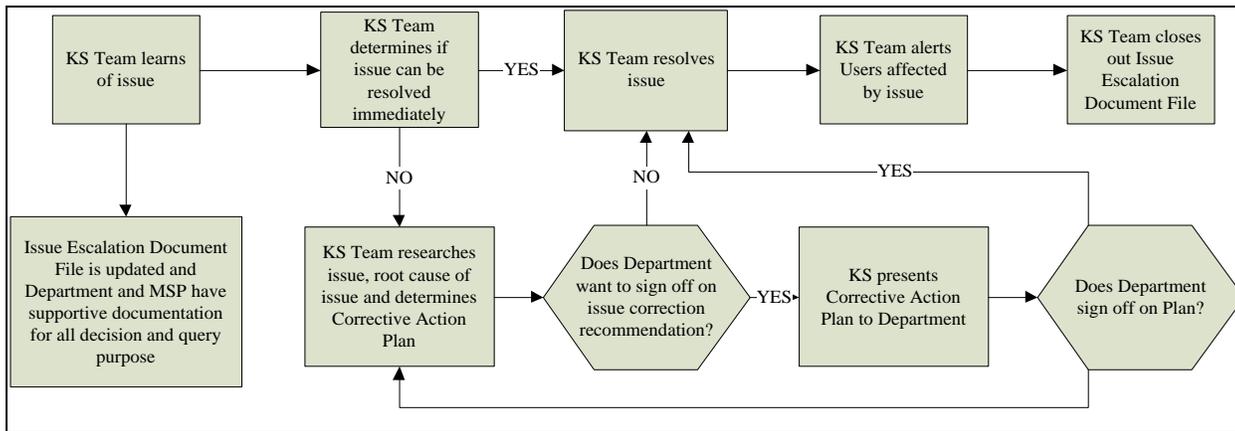
8) We require that E Verify is used to check each worker's status. The E Verify results are recorded for each candidate and contained within a database which can be audited at any time. This information is located in the background check data file.

9) As part of the on-boarding process for candidates, time entry training is provided prior to the start date. This training comes in the form of a quick start guide. In addition, we require the program suppliers to attend training. Should questions arise from a candidate beyond the supplier's knowledge, the VMS phone support or the on-site team is available to give instructions. Web-based video training is also available.

10) As the MSP, we will relieve the Department of issue management and resolution responsibilities with resources and suppliers. Knowledge Services will be the single contract holder with the Department, and suppliers will have contracts directly with Knowledge Services. All contractually related issues will be managed through the MSP team. We will contractually require suppliers to direct issues, theirs or those of their contingent workers, be directed to our MSP on-site manager or support team, not to the Department. Our MSP team will respond immediately to any notification of problems via toll free phone, fax, email or through the dotStaff™ VMS, and quickly work to put into action an agreed upon plan of correction. All calls related to issue management from the supplier or contingent worker groups will be addressed either through our program team or through the 24/7 call center. Those issues regarding time entry, time approval, invoicing, payments, etc. will be handled by the team. All of the data is accessible, via the common viewable database of

information within the VMS system, by the suppliers and their resources allowing easy resolution to most issues.

11) During implementation, Knowledge Services will define Issue Management categories, tracking mechanisms, communications and escalation procedures for issues that may arise throughout the program. Issues logs will be kept in our dotStaff™ VMS with alerts and triggers to ensure follow-through. These will also be documented and included in the Knowledge Services/Department Standard Operating Procedures manual. The On-site PM and Account Manager have direct access to upper management at all times in order to engage support when needed. The Department will be supported directly by the executives of Knowledge Services. This “high touch” response enables us to remedy any issues before they become larger concerns.



Issue Resolution Process Flow

One of our key strengths is the ability to provide exceptional customer service, supported by detailed problem resolution and escalation procedures. We take a proactive approach to issues; therefore, we address minor problems immediately and regularly assess and re-assess our programs and services to identify any potential difficulties to prevent need for escalations. These procedures are documented, tracked in the “Open Issues” report, and are reported on during our weekly meetings with the State.

Problem resolution is of utmost importance. We first identify and document the issue to be addressed. We research, develop a solution, and if necessary and appropriate, we provide a recommendation to the Department. We then initiate corrective action, track improvements and conduct follow-up audits. Knowledge Services will configure our standard escalation procedure specifically for the State to include various issues that may arise throughout the program. This procedure will be documented and included in our Standard Operating Procedures manual.

12) To help manage peaks and valleys in resource demand, we incorporate contingent labor “Supply Chain Management Forecasting” methodologies into our processes. Our MSP team works with managers to forecast needs, talent types, and/or seasonal demand in contingent labor. We then communicate with and coach the supplier network with forecast information providing an opportunity for advanced preparedness. (i.e. filling the pipeline) This is accomplished in conjunction with our comprehensive job title/description normalization project where job descriptions are refined, clearly enunciated and specified by the Department and hiring managers.

We place great importance on communications and coaching the supplier network regarding forecast information ensuring advanced preparedness. The forecasting process identified above is one of the elements

within our Supply Chain Management Strategy key to meeting this requirement, and it helps support the efforts of the supplier network.

Supplier Network and Candidate Sourcing (Part II Scope of Services, C, IV, 1-16)

- 1) Our solution was built on the foundation of a supplier-neutral philosophy. Central to the management and delivery of our solution is fair and un-biased actions, conduct, and behavior. Our program is a supplier-neutral solution, and Knowledge Services will not be biased towards participating suppliers.
- 2) Knowledge Services requires that each and every supplier within the network have a signed agreement. Throughout our programs, the supplier agreement is a flow-down of our contract with the client and incorporates all necessary details, requirements, and acknowledgments. The program's supplier agreement is consistent and standard among all suppliers in the network.
- 3) Knowledge Services will support the requirement that the Department have the option to provide input to supplier agreements.
- 4) The Knowledge Services MSP Program team will, at a minimum, hold quarterly metric meetings with the supplier network. As part of Knowledge Services MSP programs, we constantly evaluate supplier performance and adherence to the client SLAs. As the MSP for the State of Maine, we would observe the same practice. Criteria reviewed will also include, but is not limited to time to respond, response rate, quality of resumes and hit rate. As we review suppliers based on this criteria, we remove and replace underperforming suppliers if agreed improvement metrics are not met within a specified time for improvement. During this process suppliers may be put on probation or endure suspension periods until the supplier can demonstrate that requested improvement criteria have been met. Depending on the need at the agency, we may add a new or pre-qualified supplier to the State of Maine supplier list to ensure overall program performance for a specific agency or manager does not suffer. The MSP Program team will notify the Department at least 5 days in advance of when these meetings will occur, and the Department can attend these meetings at their discretion.
- 5) In any MSP program, supplier performance or client satisfaction with a supplier may fall short of expectations, program compliance, minimum SLA requirements or other related issues. Likewise, suppliers may choose to voluntarily withdraw from the program. Our programs endeavor to reduce supplier turnover by meeting with, or otherwise communicating often with, both the Client and the supplier regarding expectations, performance and satisfaction. Our detailed process for supplier off-boarding includes the development of an off-boarding Case File that includes formal supplier evaluations, internal and external communications, and change of status notifications, written warnings for probation, suspension and expulsion. Suppliers will only be removed from the MSP program with the advanced knowledge and agreement of the Department. When a supplier is terminated from a program for cause or voluntarily withdraws, we work closely with the supplier and the Department to ensure a smooth transition of resources to a low-cost Employer of Record supplier or an alternate supplier without disruption to the Department or program.
- 6) Knowledge Services understands the importance of prompt pay to its supplier base. Our standard payment terms are 10 business days after receipt of payment from the State. Knowledge Services' ability and intention to make prompt payments is further demonstrated through the use of the dotStaff™ VMS. The dotStaff™ VMS allows the supplier to see when we have invoiced the Department, when Knowledge Services has received payment from the Department, and when the supplier can expect payment. We currently meet all contractually required payment term SLAs in our other MSP programs. Knowledge Services makes available through the dotStaff™ VMS payment history for the Department to assess and audit prompt payment on demand.
- 7) Suppliers will be set up in their respective tiers in the configuration of the dotStaff™ VMS, and requisitions will be released to all suppliers within the assigned tiers in the agreed upon time frame.

8) Upon agreement with the Department, Knowledge Services will develop an off program exception process for handling named resources, and also an exception process for candidate rates submitted in excess of agreed State guidelines and other exceptions. The Department will have final approval of any exceptions.

Any exception process will be mapped out and agreed upon during the Discovery phase. We will identify the common exceptions the Department encounters, and develop a process that addresses each type of exception. All of our MSP programs have defined exception approval workflows, including rate for named resources, onboarding requirements, tenure, etc. Examples of a few exception processes are included below:

- Employer of record/payrolling services can be made available within the MSP program allowing the State to onboard “Pre Identified Candidates” at reduced rates from normal staffing supplier rates (usually 15-20% lower) though a discounted employer of record payroll provider. Typical resources included in this cost savings program are short and defined term, Federally funded (partial or total) project based resources having very specific skill sets that the State Department does not want to employ as an FTE.
- Upon agreement with the Department, candidate rates submitted in excess of agreed Department guidelines would be subject to an exception process. These exceptions will be used in the future rate benchmarking efforts. Upon receipt of an over NTE rate (i.e. Non-Compliant Rate) submission by a supplier, the MSP will contact the hiring manager. The hiring manager may reject the candidate, however if the manager wants to review the candidate the MSP will forward the candidate on to the manager with the stipulation that if the candidate is to be interviewed and considered for hire, an NTE waiver must be approved by the Department. The MSP will add the candidate to an automated approval workflow for NTE non-compliance approval by the Department. Once approval is granted the candidate may be interviewed and considered for selection. Exceptions will be noted on a non-compliance report and reported to the Department monthly.
- Onboarding exception: All resources that are put on assignment for the Department will be required to meet all pre-screening requirements prior to starting their assignment. Within some of our MSP Programs, Knowledge Services has exception approval workflows should a client need a resource to start prior to these requirements being completed. This exception process will be defined in the Discovery Phase and would clearly outline who from the Department would be able to give approval should this exception need to be utilized.

9) The response time starts when we receive the approved requisition. As a part of our SLA in our existing MSP programs, we release the requisition to the suppliers within 4 hours, and on average we submit qualified candidates in less than three business days. For 2012 year-to-date, resumes were provided to hiring manager in less than 3 days 99.8% of the time in programs of similar size.

10) The dotStaff™ VMS is capable of blocking supplier names from submissions. As part of the orientation training, suppliers will be advised that any resumes submitted with company-identifying information will be rejected. The MSP program team will reject any candidate resumes that are submitted with company-identifying information.

11) As a part of our process, when the Department hiring manager contacts the MSP to create the requisition, the on-site manager will confirm the number of qualified resumes the hiring manager would like to see. The Department hiring managers have the option to designate a specified number of qualified candidate resumes they would like to review, or all qualified resumes submitted by suppliers can be forwarded.

12) After resumes have been submitted to the hiring manager, the MSP on-site manager will follow up with the hiring manager to determine how he/she would like to proceed with the candidates. Based upon the hiring manager’s availability, the on-site MSP program manager will coordinate the interview with the candidates and will confirm the date and time of the scheduled interview with the hiring manager. Hiring managers will also have the ability at the candidate level in the dotStaff™ VMS to click on “schedule an interview” and, when doing so, provide schedule preferences.

13) The On-site PM will be the point of contact for both Managers and contractors for any questions, concerns or issues that may arise; regardless of when in the process (requisition, on-boarding and on-going) this may occur. Should a Temporary Worker not arrive at the worksite or cancel the engagement, the Manager will contact the On-site PM who will then address the issue. Suppliers and Managers will be educated to contact the MSP On-site PM at the first sign that there may be any issues with the resource. In the event a resource does not start the assignment or leaves within the first few weeks, the On-site PM will reassess those candidates submitted concurrently to see if any qualify and could be a suitable backup. In instances when a resource does not arrive, or cancels the work engagement after working for several months, the On-site PM will immediately begin working to backfill the position with the suppliers and treat the position as an Urgent Request.

14) Knowledge Services will assist the Department with resource engagement extensions, as is standard in all of our programs. Process workflows will be defined specific to each department during the implementation phase. When a new resource is put on assignment for the Department, the On-site PM will indicate the expected assignment end date in the dotStaff™ VMS. The dotStaff™ VMS provides an alert for the manager, supplier and resource at 30, 60 or 90 days from the expected date that the position is scheduled to end. The manager will also see an alert located in the time approval section of the dotStaff™ VMS as the assignment end date approaches. In addition, the MSP On-site PM runs reporting monthly for all positions ending in 30, 60 and 90 days, and then works with the Department Managers to determine if assignments will be extended.

15) The On-site PM will be the first point of contact for Department Managers relating to any resource discipline, performance, employee relations and termination issue. The On-site PM will work with the resource's respective supplier to address any issue and assist with implementing any corrective action plan that may be needed. The supplier, as the employer of record for their resources, will be responsible for working with the On-site PM to address any of these issues. In addition, the supplier is responsible for all resource pay benefits and required statutory taxes and costs, including but not limited to any estimated taxes, federal and state unemployment insurance taxes, federal and state income taxes, federal social security payments, state disability insurance taxes and workers compensation insurance.

As part of the training and orientation, the On-site PM will educate the manager and the suppliers on these processes and how to address situations as they arise. In several of our MSP Programs, we require the supplier to include language in their orientations and employee agreements clearly outlining the role of the supplier with regard to employee of record responsibilities. Below is an example of information we provide to Managers as it relates to their role and the suppliers role regarding resources.

Supplier's Role

- Employer of Record
- Employee Relations
- Performance Management
- Employee Performance Recognition
- Address and answer any resource questions on payroll, benefits, tax, PTO
- Pay all statutory taxes and costs

State Agency's Role

- Manage the resources' day-to-day work product
- Escalate all performance issues to Knowledge Services On-site PM
- Approve time and expenses weekly

16) The dotStaff™ VMS utilized by Knowledge Services does track individual contracted worker tenure across multiple engagements. Temporary workers are "assigned" a unique resource identification number within the

VMS. For existing programs, the Knowledge Service MSP Program Teams track, report and monitor hour tenure by individuals.

Control and Oversight (Part II Scope of Services, C, V, 1-7a-e. 8, 9)

1) During program implementation, “Current State” processes for the Department are mapped, taking into consideration all policies currently in use. “Future State” processes are then proposed and agreed upon with the Department. The agreed “Future State” processes are then used to configure automatic workflows within the dotStaff™ VMS tool to ensure compliance with all Department policies and procedures. Once the dotStaff™ VMS configuration is approved by the Department, we will incorporate the new workflows into the training program for the Department. By configuring the dotStaff™ VMS automated workflows to the agreed Department’s process workflows, we can ensure and measure compliance.

2) As an ISO 9000 Quality Certified company, Knowledge Services has fully implemented Preventive and Corrective action, solution, and support methodology designed to foster continuous process improvements. The experienced MSP program team and executive sponsor also apply evolving MSP industry best practices learned from various sources such as other similar programs, the American Staffing Association and Staffing Industry Analyst, which are industry recognized leaders in development and documentation of industry best practices. The MSP team also uses data from the dotStaff™ VMS which can report on agreed Program SLAs, as well as other variables associated with compliance and efficiency. The MSP team uses this information combined with user surveys to analyze and prepare process improvement recommendations as well as preventive and corrective program actions, reviewed in bimonthly meetings and Quarterly Business Reviews with the Department. After approval from the Department, the MSP schedules implementation of the agreed process improvements according to an agreed timetable.

3) The dotStaff™ VMS complies with this requirement and also provides an online audit trail for tracking time and financial transactions. Suppliers, MSP and the Department all have full transparency with appropriate permissions for each user roll (e.g. suppliers cannot see Department confidential information). A screen shot of a timesheet approval view and the supplier payments financial tracking screens are shown in **Appendix C – Figure 6 and 7**. As an example regarding financial transactions: A supplier has full view of all transactions related to an individual resource it represents such as date on-boarded, contract rate, time entered, time approved, time invoiced, invoice date, invoiced amount, invoiced rates including any premiums for shift or overtime, Department payment date, MSP funds received date and MSP payment date.

4) The Knowledge Services MSP program solution meets the requirement of providing regular benchmarking and trend analysis for local IT labor market rates. As an added benefit of the reverse auction feature within dotStaff™ VMS, there is a consistently updated database of real-time market data specific to the Department’s job titles providing powerful market rate trending. In conjunction with this data, we review data from other similar programs to provide recommendation based upon benchmarking and trend analysis.

5) Integral to our MSP services, we provide market pay/bill rate benchmarking in alignment with our developed program job titles and job descriptions. Rates paid in comparison to agreed program NTE rates, other area employers as well as nationally recognized rate benchmarking tools are reviewed at each appropriate Quarterly Business Review (QBR) Rates can be compared across a number of time criteria such as 12 month rolling trend, quarterly comparisons, program to date or year to date trending or trends by department, manager, supplier, project, cost center, or specific job titles. This ensures the State’s NTE rates remain competitive. When it is agreed that a change of NTE rate is required we notify suppliers of the changed rates and the effective date of the change. Rate changes are also communicated verbally during the weekly calls with suppliers to review program requisition activity. Rate changes can be done for specific job titles or specific engagements at the Department’s discretion. If the Department requires a contract amendment associated with the changes, we send each supplier a contract amendment for the NTE applicable rates. To encourage supplier

prompt response, suppliers may be restricted from placing new contractors until the rates are acknowledged and an amendment is returned. Rate changes are not typically made retroactive to currently billing contractors; instead they would typically only apply to new contractors assigned after the effective date. The changes are normally implemented within 2 weeks; however a 30 day notice period may be used at the Department's discretion.

6) The Knowledge Services MSP program team will track and report on candidate and supplier performance. Knowledge Services MSP program office, supported by the dotStaff™ VMS tracks and reports on SLAs and Key Performance Indicators (KPIs) for all suppliers within our programs. These SLAs and KPIs are established during the implementation phase, reported to the Department during Business Reviews and reviewed quarterly with the suppliers during our one on one supplier meetings. Examples of supplier scorecards and candidate review surveys are provided in *Appendix C – Figures 8 and 9*.

7) As the MSP, we will be able to supply the following reports on a regular, automated basis.

A. Candidate Reports (roll off, engagement funding balance) - **YES**

B. New Engagement Reports - **YES**

C. Supplier Comparison Reports - **YES**

D. Billing Reports (weekly & monthly) - **YES**

E. Timecard Reports – **YES**

Report customizations can be done to any of these reports for the Department's use. Other capabilities include:

- Reports have been exported to Excel for addition to this document, but are available also online within the VMS tool
- Columns may be added to the reports for any field captured in the VMS database including user defined fields that are configured to the Departments request
- Columns can be reordered to the Departments preference
- Sort preferences can be changed
 - e.g. Sort on last name alphabetically, subtotals, supplier names, departments, projects, cost centers, manager names, date range etc.
- Date ranges can be selected e.g. Daily, Weekly, Monthly for any report

Sample reports are provided in *Appendix C – Figures 10, 11, 12, 13, 14, 15 and 16*.

8) Knowledge Services provides comprehensive reporting capability that includes, but is not limited to, ad-hoc reporting, extensive standard reporting, and monthly reporting on a number a program attributes. Report delivery is in real time, online, and available 24/7. The reporting is available to the contract administrator, hiring manager or other contract users. Data delivered is also filtered in a manner appropriate to user security permissions as configured by the Department. Monthly reporting will include Department required reports on all aspects of the program, including but not limited to requisition management, usage, and supplier performance.

The dotStaff™ VMS also provides both managers and users the ability to create and run their own reports and managed views. Knowledge Services provides education services on the use of the dotStaff™ VMS ad-hoc report creation tools and on personalization of existing standard reports.

We strongly believe that Standard Reports should be configured to client needs to maximize their usefulness. During implementation we will discuss reporting needs and configure reporting as specifically requested from the variables listed below.

Below is a high-level of the most common items in our Standard Program Reports utilized within our MSP programs. Standard reports are divided into several categories.

Supplier Performance Reports

- E.G. Submission Rates, Hit Rate, Current Placements, Average Bill Rates, Job Titles filled, Compliance with Rates, Compliance with Program requirements, Quality, and Opportunity for expansion

Program Compliance Reports

- Rate compliance, Program Compliance / SLA Scorecard, Pre-employment compliance, Quality and Satisfaction Surveys

Usage Reports

- Total head count, and Full Time Equivalent Count (FTEs)

Spend Reports

- Dollars Spent

Savings Reports

- Dollars saved from NTE

Combining variables to configure standard reports: Usage, Spend, and Savings reports are available with the following configurations and combinations of factors.

- By Time Periods: Such as Weekly, Monthly, Quarterly, Annual as well as trending by comparing like time intervals over defined time periods
- By Business Unit: Including but not limited to Department, Sub Agency, Seasonal, and Category such as IT Medical Admin, Accounting
- Other Factors: Including but not limited to Manager, Project, Cost Center, Location, Facility, Job Category, Job Title

The full Standard reports list and sample reports used in other programs are provided in *Appendix C – Figures 17, 18, 19, 20 and 21.*

9) Our solution meets this requirement. Add data resulting from report queries and custom views can be exported to Microsoft Office applications such as Excel or Word. The can also be provided to the Department upon request in any other industry standard database format.

Supplier Performance Management (Part II Scope of Services, C, VI, 1-8)

1) We meet quarterly with clients in a Quarterly Business Review (QBR) to review overall program performance, including performance of the MSP and the supplier network. Data captured by the VMS system from time entries and satisfaction survey results etc. are used to provide detailed reporting in accordance with client needs. A typical agenda will include a savings report review, spend and usage reports by job title, program category, by agency, by project, and by supplier. The MSP performance scorecard and the supplier performance scorecard are also typically reviewed and contain specific, agreed upon performance metrics for the MSP and the suppliers. The QBR reporting agenda and reporting formats are agreed in advance with the client and also includes information on MSP program actions completed within a quarter and Pending or proposed actions for the upcoming quarter. We will establish regular working meetings at two week intervals with the client program “Contract Manager” to review operational issues on regular set intervals. Supplier scorecards are reviewed quarterly with all active suppliers.

2) We are able to meet the requirements of the SLAs as detailed in Appendix E. We have identical measurements in place in other programs and consistently meet or exceed the measures in place. Suppliers are *Proficient. Responsive. Dedicated.* Rider F, Page 32

held to the same SLA standards as the MSP program overall. We constantly measure supplier performance and take corrective actions with suppliers when needed through a consultative corrective action process. An SLA from another MSP program is attached as an example for your review. All of our programs currently have IT attrition rates of less than 3%. We also incorporate a 5 day probationary guarantee for IT contractors within our supplier contracts. This allows the client to dismiss a contractor without any financial liability if the contractor quality is not satisfactory during the probationary period and gives suppliers an incentive to properly vet and prepare candidates for the position and the environment. We also benchmark market rates to ensure that program rates reflect current market conditions to keep unplanned turnover to a minimum. Refer to SLA scorecard for the State of Indiana attached in *Appendix C – Figure 6*.

3) Any non-compliance at the MSP program level would be addressed immediately through our standard Quality Process flow. The actions begin with a root cause analysis and continue until we reach a written and agreed action plan to correct the deviation. We, as an MSP, can only meet or exceed our SLAs if the supplier network meets or exceeds their SLAs. We constantly measure and monitor the supplier network to ensure program compliance. When non-compliance occurs, we meet with the supplier in question and conduct a root cause analysis, and agree to counter measures and actions to be taken, as well as a timeline for corrective actions to show results. The corrective actions are written and agreed to by the supplier and may vary widely according to the non-compliance issue and the situation. The issue review could result in a supplier being put on probation or suspension until corrective actions are successfully implemented.

Within one of our similar sized MSP programs, we missed an SLA target for Urgent Fill timeline. After a root cause analysis, it was determined that non-compliance to this SLA target was a result of the misclassification of the urgent request. Knowledge Services remedied the situation by redefining the criteria for urgent fill, and used the new calculation for this SLA going forward. To date we have not had financial penalties associated with a program or had significant non-compliance for MSP program SLAs.

4) We provide a reporting mechanism to track compliance with the contract SLA. The SLA scorecard will be made electronically available on a quarterly basis to the contract manager. Details of the SLA will be available to the manager via web link. The contract manager can “drill down” to understand the detail behind a requirement. The dotStaff™ VMS has a powerful reporting engine. Standard reports like the SLA or QBR data as well as custom reports are generated on line via the VMS “Reports Tab”. All data used to generate the reports is viewable within the VMS tool and data may also be exported to Excel for further sorting and manipulation of the data or to produce printed copies if needed.

5) We provide a summary of the SLA and any other reports including deviations from performance for a quarter, year to date, or program to date. This information is routinely provided in the QBR. QBR reports are archived and available electronically to the contract manager and any other specified representatives. Any reports provided to the State can be summarized by time period all the way back to program inception.

6) We perform quarterly surveys of hiring managers and suppliers to gauge overall satisfaction and provide transparency into the performance of the MSP program. Standard survey topics include candidate screening proficiency, supplier management and MSP performance / relationship with department program hiring managers. These surveys will be configured to specific requirements designated by the State Contract Manager. Surveys are customizable by topic, question format and response format and may be developed for any specific topics desired by the Department not covered in this response. To foster high response rates, the survey tool can be configured to send auto reminders at specified intervals. These surveys will be made available to any personnel designated by the Contract Manager.

7) As an ISO 9000 quality certified provider, we have extensive experience recommending and implementing both corrective and preventive program action to our clients. Actions completed, actions in progress, as well as recommended preventive actions are reviewed as part of the QBR. Progress reviews are given during bi monthly meetings with the Contract administrator and designated representatives. Some sample past recommendations to various clients are:

- Improvements to pre-employment screening to eliminate potential liabilities
- Introduction of a database of all pre-employment screening to provide 100% audit capability for any contingent worker
- Requiring suppliers to validate all contingent workers as W2 or as IC suppliers “Qualified” according to IRS standards
- IC Compliance programs for independent IT contractors and personal service agreements (PSAs)
- Providing a supplier probationary 5 day guarantee for IT workers
- Providing advanced supplier outreach for RFP Statement of work requisitions
- Introduction of time clocks to high volume admin/clerical and medical areas to streamline data collection and improve data accuracy
- Changes to on and off boarding process to improve efficiency
- Introduction of a scheduling system for medical programs
- Restructuring of supplier pool for specific niche or seasonal needs

8) We perform contractor performance review one week into engagement and at end of contract. The timing and frequency can be modified per the Department’s request. We also conduct candidate exit interviews. As stated in question (VI. #6), onboarding and exit surveys are emailed to the hiring manager at the specified intervals. These surveys are customizable by topic, question format and response format, and may be configured to account for any specific topics desired by the Department. To foster high response rates, the survey tool can be configured to send auto reminders, and the On-site PM will personally reach out to the hiring manager if no response to the survey is received. Responses to the questionnaires are measured and reviewed with suppliers as part of the overall supplier program compliance.

Vendor Management System, (Part II Scope of Services, C, VII, 1-13a-e, 14-28)

- 1) The dotStaff™ VMS is currently hosted at Lightbound, a SAS 70 Type II data center, and is backed-up externally and is available 24/7 with a 99.98% uptime record.
- 2) Yes, software will be dedicated to the State of Maine’s sole use. Hardware hosts a multi-tenant SaaS environment and security protocols are set for each client instance. One client cannot access another client’s information.
- 3) The Department will own the data. Upon request, the data exports will be provided in a standard data format of the Department’s choice.
- 4) The dotStaff™ VMS is a web based Software as a Service (SaaS) solution accessible through all current industry standard browsers including Internet Explorer, Firefox, Chrome and most handheld devices including iPads and mobile devices.
- 5) The dotStaff™ solution uses Microsoft Outlook navigation architecture to provide a well-established and known navigation pattern. Usability studies and competitive design comparisons are also used to provide the most robust capabilities with minimized clicks and data input. *Appendix C – Figure 22* provides example screenshots of the navigation menu.

- 6) Data is available in the dotStaff™ VMS in real-time.
- 7) Requests are made directly to the Program Team. The program team will assess the request to determine if it can be met via modification to workflow processes, creation of custom views, or creation of custom reports. If it can be resolved, the program team is equipped to do so and will make the appropriate adjustments. If not, the request is escalated to the dotStaff™ VMS Team and a Request ID, with progress tracking visibility, is given to the Program Team. Depending on complexity of the change, estimates of duration and anticipated release are provided to the Program Team and Client. If modifications are identified during the Discovery phase of the implementation, these modifications are completed as part of the product rollout.
- 8) Yes, the dotStaff™ VMS meets this requirement through its role-based security model. Roles include: Client Administrator, Client User, Supplier Administrator, Supplier User, Resource, and MSP. The configuration options in the dotStaff™ VMS allow one to assign “view” and “edit” access to a specified subset or group of roles, enabling rights to perform various functions as needed.
- 9) Yes, the dotStaff™ VMS allows user groups to be added on an as-needed basis.
- 10) All users must be authenticated before gaining access to the dotStaff™ VMS. Once authenticated by username and encrypted password, specific application roles are used to grant access to specific data by specific role types. Form and field based security can also be identified in specified user areas within the dotStaff™ VMS.
- 11) The system is designed to allow significant flexibility, recognizing that various users, agencies and departments may have a variety of approval requirements and/or workflows. The dotStaff™ VMS allows an approver to define backup approvers as needed on a case by case basis to cover situations such as vacation, illness, etc.
- 12) The dotStaff™ VMS provides automated communication triggers via email for notifying the Department, resources, suppliers, and MSP of information, status updates, and needed actions related to processes in the program. Examples of automated email communications include: requisition approvals, resume submissions, interview scheduling, time entry requiring approval and contract end date notifications. Report triggers also result in automatic email delivery of defined reports at defined intervals.
- 13) The following points describe how the dotStaff™ VMS solution meets the requirement to automate workflow.
- a. The dotStaff™ VMS allows for requisition workflow approvals to be automated. Any Department manager, based upon their assigned user role, can view the status of a requisition requiring approval to see where the requisition is in the approval process.
 - b. The approved requisitions are automatically released to the appropriately tiered suppliers via email. The dotStaff™ VMS allows suppliers to parse and attach candidate resumes and receive a candidate score against required requisition. The supplier can view the current lowest bill rate submitted for the requisition and can then determine the competitive candidate bill rate to be submitted.
 - c. After the program team has reviewed and screened the resumes in the dotStaff™ VMS, an automated email notification will be sent to the manager indicating resumes are ready for review. The manager will log into the dotStaff™ VMS to review the resumes. Resumes will show up in their queue upon login. Managers determine which candidates they would like to interview and click “schedule an interview”.

d. Manager accepts selected candidate in the dotStaff™ VMS, triggering automated approval workflow, if applicable. Automated email notification will be sent to the MSP and to suppliers so that pre-employment screening can begin. Onboard triggers provide all required agencies and MSP personnel notification of required actions in advance of resource start.

e. All system users, including resources, suppliers and Department managers, are permitted to open issue tickets. Identified issues requiring action may be communicated in person, via phone, email to the On-site PM or within the dotStaff™ VMS via “Chat” sessions. All issue tickets are registered, assigned to a Program Support Specialist, tracked and are reported on from within the software and the user, MSP, and Support are provided updates of inquiry status. Help ticket remains open with the support tracking software and the user, MSP, and Support are provided automated updates of inquiry status until resolution is completed. The full Issue Resolution process flow is detailed in the image located in Operations, Part II Scope of Services, C, III, Q11.

14) With each new requisition, a unique requisition number is auto generated through the dotStaff™ VMS.

15) Specific candidates are generally named for one of two purposes: 1) to identify individuals who are not rehireable, or 2) to identify known desired candidates. The dotStaff™ VMS provides the Department with an automated list of “Do Not Rehire” individuals that are specified as work contracts are being closed. This list can be modified at the State’s wishes to include or exclude specific names. Named individuals considered good matches for State work and requisition can be identified in the same fashion and can be requested via the requisition process.

16) The dotStaff™ VMS will host and store attachments in the requisition’s record. Department hiring managers can provide items to be uploaded as attachments to the requisition posting.

17) Department hiring managers and approvers who are attached to a requisition will have a “view” or “edit” capability. “Edit” rights allow the user to modify the entered request.

18) Approval workflows are created to provide the capability to bypass requisition approvers when required by a Department contract administrator. This approval workflow can be activated or deactivated upon request by the Department contract administrator after the requisition is created on a requisition by requisition basis.

19) The dotStaff™ VMS generates requisition update e-mails. Status updates such as “Candidate Accepted”, “Position Filled”, “Interview Requested”, etc. are sent automatically from the dotStaff™ VMS to all concerned parties associated with the requisition. The dotStaff™ VMS automatic requisition status update emails can be turned on or off based on Department and hiring manager preferences.

20) The supplier and manager can readily view all aspects of the requisition, the status of the requisition, as well as coordination of interviews and start dates in dotStaff™ VMS. Managers and suppliers also have an activity-driven dashboard to view the overall status of requisitions.

21) The dotStaff™ VMS automates the resume submission, and also automatically parses the resume attached by the supplier. The dotStaff™ VMS parses, extracts, classifies, characterizes and constructs profiles of candidates and jobs, and will match profiles and weighted requirements versus simply matching keywords. The dotStaff™ VMS 5th generation skills matching technology provides the Department managers, suppliers and the On-site PM with a specific and consistent comparative resume scoring based upon the match of candidate qualifications to the requisition. This score provides the Department hiring manager with an immediate view of resource capabilities and skills matching. Hiring managers can view candidate resumes and scores, and interview/hiring process status. Suppliers can also take advantage of the skills matching capability for quick insight on candidates that best match the job requirements. Suppliers are able to see the candidate score as it ranks against other submitted candidates, and have the option to pull submissions and resubmit as required to provide the best skills. Managers have the option to weight areas of greatest and least importance such as

Education Level, Years of Experience, Desired Career, Technologies Used, Location, etc. These will also impact the candidate score as it relates to the full pool of candidates submitted.

22) The dotStaff™ VMS will allow Department hiring managers to view all candidate resumes that were submitted for each requisition at any time. dotStaff™ VMS provides a variety of configuration options that include immediate visibility of all submissions to the Department hiring manager (bid queue), visibility to submissions presented by the MSP Team (optional), or submission of a defined number of best fit candidates. A pre-approval queue is set up to allow the MSP team to preview and/or pre-qualify submissions before approving them to move to the Department hiring manager queue. These are options determined during the discovery phase of the implementation. The Department will ultimately approve all configuration settings.

23) The dotStaff™ VMS assigns a unique identification number to each submitted candidate so that, as early as candidate submission, we are aware of the individual and status. This unique identifier is carried throughout the life-cycle from submission to selection, to pre-employment acceptance, on-boarding, to time input, through invoicing, and ultimately to off-boarding. This unique identifier tracks all activities associated with the user including all time entries, approval, denies, reasons for acceptance, and reasons for contract end. All activities are date and time stamped. All associated activities are recorded in dotStaff™ VMS, and does not require exporting of data into any 3rd party system for data tracking and reporting purposes.

24) When a candidate is selected, the dotStaff™ VMS generates an e-contract that ties the selected candidate, submitting supplier, bill rate and any relevant billing differentials (OT, Weekend, etc.) together. That contract is then assigned to work areas/projects/tasks. The contract can be associated with as many project assignments as the Department desires. The resource, at time entry, is able to select from a drop down any project assignment for which time is to be entered.

25) A resource has the ability to enter time based on hours or days worked, and a manager can approve timesheets electronically on an hours, days, or weekly basis. The manager is able to see the full week of time at a glance for each resource, and can also expand the week to see the specific time in and time out details. Managers are able to approve or deny time for the entire week or at a line item level.

26) The Department-approved format of the invoice agreed upon in the Discovery phase will be delivered electronically in .PDF format.

27) There are three levels of detail available on the standard consolidated invoice. The most detailed level of the invoice provides a breakout of invoice by agency, user, PO number, and account line. The dotStaff™ VMS is highly configurable, and can provide functional area and/or individual agency-specific invoicing. dotStaff™ VMS can also be configured to provide summarized invoice cover pages/sheets for Agencies, Department, Managers, Job Classifications, Cost Centers, and Project Codes, etc. for approval and quick data analysis.

28) The dotStaff™ VMS provides multiple functions for exporting data including:

- Managed View Functionality allows any user to quickly and easily create a custom view of the data that meets the need. Managed Views carry the same strict security paradigm as the balance of the system so that a user can make a managed view public, others can use that view, but will only see data for which access rights exist.
- Exports to multiple types of formats from any main data grid in the system.
- Standard reports capability allows users to utilize standard report templates, make report modifications to data or hierarchy of data, set filters and ultimately save personalized reports. These reports can also be set as private, public, or shared.

Section III - Cost Proposal

The Completed Cost Proposal Workbook is provided in *Appendix D*

I. NTE Bill Rate

1) Knowledge Services has submitted not to exceed (NTE) rates that will provide the Department access to highly skilled resources, proposed an MSP fee that reduces supplier MSP fees by over 370% and introduces the industry's only reverse auction/skills matching solution, guaranteeing the Department the best resource at the most competitive market rates. Using the dotStaff VMS real-time open-marketplace, suppliers are able to see the lowest submitted price and immediately respond to market pricing pressures by lowering their rates to earn the Department's business.

In determining job title not to exceed (NTE) bill rates, we conducted detailed market analysis as well as using real time market data from Knowledge Services MSP programs. Additional key factors taken into account include:

- Knowledge Services proposed MSP fee of 1.87%, a significant reduction from the 7% fee currently paid, will result in improved supplier rates and resource quality/retention.
- The elimination of all additional MSP supplier charges, improving supplier willingness to participate and improved resource quality/retention.
- Proposed maximum hourly rates ensure access to highly skilled candidates. dotStaff™ real-time reverse auction, guarantees best price to the Department.
- Positions extended beyond original end date may result in lowered bill rate, subject to On-site PM and Department manager determination, resulting in additional savings.
- "Job title inflation", which existed in all programs KS has taken over, will be corrected and eliminated by On-site PM, resulting in additional savings.
- Right-sizing of supplier pool with an emphasis on local suppliers, creating an environment for revenue growth.

NOTE: If all current resources are transitioned to the Knowledge Services MSP program, the Department can recognize an immediate cost savings of approximately \$400,000 from the Knowledge Services proposed MSP fee of 1.87% without affecting the supplier's current bill rate.

2) The NTE rates submitted in our Cost Proposal are based on market data for IT labor rates in the southern Maine (Portland) and seacoast/ central New Hampshire (Portsmouth and Concord) areas.

3) The NTE rates allow for experience in various technologies, including technologies in high demand.

Knowledge Services acknowledges that exceptions to these NTE rates may be allowed on a case by case basis, and require the approval of the Department and hiring manager as described in Supplier Network and Candidate Sourcing, Part II Scope of Services, C, IV, Q8.

II. Managed Service Provide (MSP) Fee

Our proposed MSP fee of 1.87% is submitted in Appendix F, Cost Proposal. This fee will be fixed for the life of the contract, including any renewal periods, if exercised at the Department's discretion.

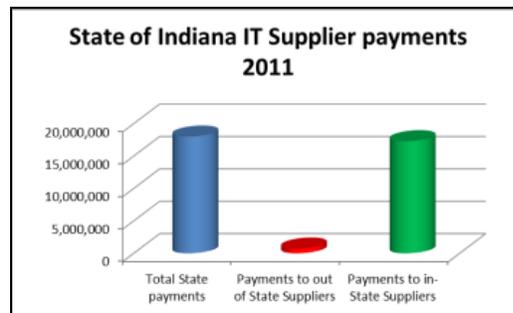
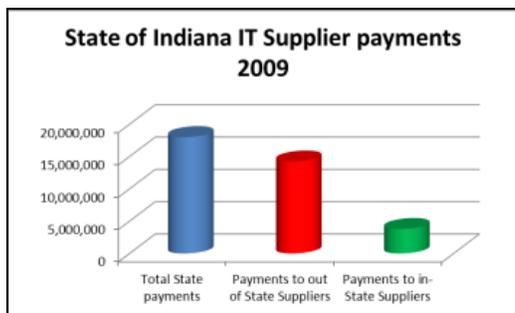
III. Other Fees

Knowledge Services acknowledges that as the MSP, we will not charge any other fee to the Department or suppliers. We will not require fees from the suppliers for invoicing, registration, or any other portion of the supplier's involvement in the MSP solution.

Section IV – Economic Impact within the State of Maine

Knowledge Services has earned an industry reputation for building local, community based supplier networks and has successfully replicated positive economic impact to States and municipalities with its MSP program model. Our programs create economic energy and State supplier enthusiasm and involvement resulting in profits being reinvested local. Our MSP Program will positively impact economic development. Our supplier-embracing philosophy emphasizes through education and mentoring we positively affect how tax dollars are used. While MSPs do not directly make hiring decisions we are uniquely positioned to support and advocate for the use of local, responsive and experienced suppliers.

Knowledge Services has a proven track record of increasing local participation resulting in positive economic impact. The tables below illustrate the positive economic impact of the Knowledge Services MSP program for the State of Indiana after 3 years of operations.



Through our program initiatives and expertise, Knowledge Services expects to produce similar results for the State of Maine. We will assign State of Maine suppliers Tier 1 status, providing local suppliers first access to job requisitions. Knowledge Services will also work very closely with State of Maine suppliers and provide one-on-one account training and mentoring, conduct supplier roundtables in which smaller and startup State of Maine suppliers can explore the use of shared resources and we will organize Manager Forums to enhance knowledge of skill and Department requirements. Knowledge Services has pre-negotiated highly competitive, volume-based funding rates for State of Maine suppliers, providing a much needed mechanism for funding growth. Knowledge Services will track and regularly report to the Department all State of Maine supplier and resident placement activity and trending.

An analysis of the 2011 State of Maine MSP program appears to reveal the State contracted 141 IT staff augmentation resources. We expect similar results to the State of Indiana MSP program that would result in at least 80% of the spend resulting in positive economic impact (employment of Maine residents, subcontracting with Maine businesses, and payment of Maine State and Local taxes).

Appendix A – Liability Insurance Policies



CERTIFICATE OF LIABILITY INSURANCE

GUIDE-1 OP ID: NS

DATE (MM/DD/YYYY)
08/01/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CoLiance Risk Advisors, LLC 429 N. Pennsylvania, Ste. 202 Indianapolis, IN 46204 Nick Karas	317-236-6161 317-236-6149	CONTACT NAME: Nancy Swan PHONE (A/C, No, Ext): 317-236-6161 FAX (A/C, No): 317-236-6149 E-MAIL ADDRESS: nswan@colianceadvisors.com
INSURED Guidesoft, Inc. dba Knowledge Services; dotStaff, LLC & KHI Solutions, Inc. 5875 Castlecreek Pkwy, Ste 400 Indianapolis, IN 46250	INSURER A : Landmark American Insurance Co INSURER B : Charter Oak Fire Insurance Co. INSURER C : Torus National Insurance Co INSURER D : Zurich American Insurance Co INSURER E : INSURER F :	NAIC # 33138 25615 25496 16535

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI&PD-\$10,000 DED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		LHC735217	07/30/12	07/30/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA7053P06112TEC	07/30/12	07/30/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000		87194D120ALI	07/30/12	07/30/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC9597165-01	07/30/12	07/30/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROF LIAB/E&O		LHC735217	07/30/12	07/30/13	OCCUR 1,000,000 AGGR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER MAINEST State of Maine; Div of Purchases; Burton M Cross Bldg 4th Fl; 111 Sewall Street 9 State House Station Augusta, ME 04333-0009	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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APPENDIX B – TEAM RESUMES

The resumes included this appendix are representative of the types of resources that will serve on the Implementation and Operations teams. Resources will be confirmed upon contract execution.

Role: Implementation Manager during Implementation and the Executive Sponsor during Operations



DAN NIERSTE

Executive Vice President

Knowledge Services
5875 Castle Creek Parkway, Suite 400
Indianapolis, IN 46278

dann@knowledgeservices.com

Function and Specialization

Hire, train, organize, deliver and continuously supervise account personnel related to the MSP services

Education, Licenses and Certifications

BA Business (Business Marketing, Statistics)
Indiana University 1980

MBA (Business, Finance)
University of Chicago 1993

Background

His background includes domestic and international P&L responsibility as the CEO of several multinational companies. As EVP, Dan is responsible for all aspects of Staffing and Managed Service Program (MSP) delivery, including the State of Indiana MSP/VMS contract.

Client Engagement Description

- Directly responsible for meeting all MSP performance metrics and Knowledge Services MSP program teams, including government and non-government programs, Dan, in his 30+ years of senior management, provides client leadership valuable strategic program best practices and recommendations. With accountability for dozens of programs serving hundreds of managers and locations throughout the US, hundreds of millions in annual spend, and extensive government service, Dan assesses, directs and personally participates in all government program business reviews. His unparalleled knowledge of Federal, State, City, University and municipality MSP programs provides Knowledge Services government sector clients with unique and beneficial perspective and project delivery stability.

Client Engagement Description

- Hire, train, organize and deliver MSP services on a national scope for a pharmacy delivery firm with over 200 sites nationally and over 1000 suppliers when the program started. Approximate spend at inception was \$40 MM Program includes Pharmacy sites, Administrative, Medical, IT and Call Center

Client Engagement Description

- Hire, train, organize and deliver MSP services on a national scope for a Medical equipment manufacturer. The Program covers the temporary labor categories of, IT, Manufacturing, Call Center and Medical and Administrative Clerical, and Service center sites. There are over 100 Service sites, one manufacturing site and 2 IT sites. Medical spend is concentrated in California.

Prior Professional and Industry Experience

President - Agie Charmilles Holdings and Group VP Americas
GF Agie Charmilles
July 1985 – December 2005

Role: Professional Services Manager during Implementation and the Program Sponsor during Operations



BILL E. EVANS

Vice President, Professional Services

Knowledge Services
5875 Castle Creek Parkway, Suite 400
Indianapolis, IN 46278

bille@knowledgeservices.com

Function and Specialization

Responsible for Account Management and Delivery within Knowledge Services' Government Programs. Bill partners with our client stakeholders on process and program improvements, compliance and ways to provide cost savings. Bill's comprehensive experience includes developing and implementing Managed Service Programs, Workforce Management Solutions and IT Consulting Solutions.

Professional Associations

IndySHRM
Six Sigma Green Belt Certification 2007

Education, Licenses and Certifications

BA Business (Business Management)
Ball State University 1994

Masters Public Administration
Ball State University 1996

Client Engagement Description

- Responsible for supporting dozens of client programs, Bill has responsibility for the successful execution of client MSP engagements that encompass a broad range of skills, geographies, complexities and program sizes both in the government sector and private industry alike. In his leadership role, Bill ensures that the Knowledge Services MSP program Service Level Agreements, including Compliance programs supporting supplier and 1099/Independent Contractors, and for all supplier Key Performance Metrics are met. With supplier engagement and performance process management expertise, Bill is responsible for ensuring all program supplier metrics are met.

Client Engagement Description

- Implemented a new program for the Division of Family Resources (DFR) Eligibility Assistant Resources. Program required site visits to 120 field offices located in all 92 counties in the State of Indiana. Program was designed by Knowledge Services and DFR to streamline processed, provide continuity, and increase overall quality and retention for the 160 Resources in these roles. Program contract dates end December 2016.

Client Engagement Description

- INPRS is an independent Quasi Agency with the State of Indiana. INPRS has approximately \$10M annual spend in temporary contractor IT and Administrative labor, with the vast majority being IT. INPRS selected Knowledge Services as their MSP provider utilizing the dotStaff VMS.

Prior Professional and Industry Experience

Business Manager

Volt Life Sciences / Volt Technical Resources
September 2003 – October 2009

Responsible for all aspects of Business Development, Account Management, Service Delivery and Operations. Implemented a MSP and VMS at Eli Lilly and Company.

Program went "Live" in 2003 and included all temporary contractor labor categories (IT, Medical, Scientific, Administrative, Engineering and Manufacturing). Program Spend was \$50M plus on an annual basis. After Program launch and Go Live, led the implementation for Recruitment Process Outsourcing (RPO) for all Eli Lilly Non-Exempt FTE's.

Role: VMS Technology Lead during Implementation



DAVE STENGER

Vice President of Development

dotStaff, LLC
5875 Castle Creek Parkway, Suite 450
Indianapolis, IN 46278

daves@knowledgeservices.com

Function and Specialization

Extensive background in software and manufacturing management. Significant contribution to the growth of multiple companies from start-up to financial stability.

Education, Licenses and Certifications

- University of Indianapolis - Business
- AMA, Masters of Management Certification, University of Indianapolis
- Board of Directors – Business and Professional Exchange
- STI – Software Testing Institute
- ASQ - American Society for Quality

Background

Extensive background in software and manufacturing management. Significant contribution to the growth of multiple companies from start-up to financial stability.

Professional Experience

VP, Services

Exact Software
2003 – 2003

VP, Development

Made2Manage Systems, Inc.
1992 – 2003

dotStaff Background

- Sales and Marketing – Developed the marketing message and overall go-to-market strategy for dotStaff.
- Directly responsible for the business development success at numerous Fortune 500 organizations.
- Drove contingent labor processing from start up to \$84MM annually in under three years
- Gained and developed key client relationships such as Roche, Conesco, Delta Faucet, and Omnicare.
- Developed product deployment processes and led the implementation team for all dotStaff client accounts.
- Introduced a variety of service offerings proven to drive additional client savings and dotStaff revenue.

Accomplishments

- Led 300+ employees including Production Managers, Electronic and Mechanical Assembly, Materials & Production Control, Warehouse Management, Test Engineering, Quality Assurance, and Machine Shop.
- Reduced inventory and increased inventory turns through successful MRP implementation and formal education of all production control, managerial, and supervisory staff. Facilitated over 20 APICS certifications.
- Drove 70% reduction of field failures, 50% reduction in service part float, and significant customer satisfaction improvements through the implementation of automated wave soldering, printed circuit board testing and stress test methodologies.
- Implemented and facilitated Process Improvement Teams, responsible for ongoing process improvements and cost reductions throughout the manufacturing facility. Provided one half million in cost reductions in first project.
- Directed the overseas outsourcing of casting work resulting in 30% cost reduction.

Role: Program Implementation Team Lead during Implementation



ANDREA CONNELL
Senior Program Manager

Knowledge Services
5875 Castle Creek Parkway
Suite 400
Indianapolis, IN 46278

andreaconnell@knowledgeservices.com

Function and Specialization

Primary point of contact for the State of Indiana on the Managed Services Provider contract between Indiana and Knowledge Services. Lead day-to-day management of client implementation and vendor processing for IT, Admin/Clerical and Medical contingent labor. Key responsibilities: Account Management, Client Relationship Management, Vendor Relationship Management.

Education, Licenses and Certifications

Respiratory Therapy
Indiana University Kokomo 1983

Client Engagement Description

- The State of Indiana MSP program consists of \$50 million dollars in program spend across all State agencies and has continued to develop and expand over the 2 year life of the program. All State agencies are covered by the program and the following categories are included and listed in descending order of spend: (IT, Administrative Clerical, Medical and Milestone-based Projects.) Knowledge Services along with the VMS partner dotStaff are responsible for the entire project in close cooperation with the Indiana Department of Administration. The Majority of workers are concentrated at the State office buildings in downtown Indianapolis; however we manage temporary workers in all 92 counties in the State.

Client Engagement Description

- In her role as Senior Program Manager, Andrea oversees operational management and program delivery teams for both the State of Indiana and the City of Indianapolis. Andrea has successfully managed the growth of both programs from initial deployment within IT Staff Augmentation only to include all contingent labor spend categories including clerical/administration, finance and accounting and medical. To meet the expansive program needs and services which now include medical staff scheduling, seasonal worker programs, special events and specialized supplier networks, strategic reporting for audit, personnel and agency CFOs, her initial delivery team sizes have grown over 400%. Andrea has also coordinated efforts between the State, City and her dotStaff™ VMS team to develop and deploy bar code data collection and other electronic time keeping solutions for the programs specialized needs.

Prior Professional and Industry Experience

Director of Search Marketing

Hanapin Marketing
August 2008 – January 2009

Sr. Manager of Marketing & Business Development

Technology Partnership Group
2006 – 2008

Role: On-site Program Manager during Implementation and Operations



EDREECE REDMOND

IT Program Manager

Knowledge Services
5875 Castle Creek Parkway, Suite 400
Indianapolis, IN 46278

edreecer@knowledgeservices.com

Function and Specialization

Workforce Design

Professional Associations

Six Sigma Yellow Belt Certification

Education, Licenses and Certifications

BA Sociology
Albion College 2000

Client Engagement Description

- The State of Indiana MSP program consists of \$50 million dollars in program spend across all State agencies and has continued to develop and expand over the 2 year life of the program. All State agencies are covered by the program and the following categories are included and listed in descending order of spend: (IT, Administrative Clerical, Medical and Milestone-based Projects.) Knowledge Services along with the VMS partner dotStaff are responsible for the entire project in close cooperation with the Indiana Department of Administration. The Majority of workers are concentrated at the State office buildings in downtown Indianapolis; however we manage temporary workers in all 92 counties in the State.

Client Engagement Description 2011-Present

- Manage approximately \$30 million dollars in spend within IT segment of business utilizing
- Responsible for managing the complete requisition process from request qualify with the client Managers to the onboarding/off-boarding of contingent labor employees by Vendors
- Management of Vendor activities and ensure Vendor compliance
- Oversee and serve as escalation point for all contingent labor concerns
- Deliver quarterly business reviews for clients

Client Engagement Description 2003-2011

- Created and maintained relationships with client stakeholders and hiring managers to better understand staffing needs
- Responsible for managing IT and Medical client programs
- Responsible for driving delivery of services to client programs
- Managed all contingent labor requisition management, onboarding and employee management
- Responsible for managing the complete requisition process from the request qualify to onboarding/off-boarding for IT client managers

Prior Professional and Industry Experience

Program Manager

Volt Workforce Solutions
March 2003 – March 2011

Role: Program Associate during Operations



BRETT NAGEL

IT Program Manager

Knowledge Services
5875 Castle Creek Parkway, Suite 400
Indianapolis, IN 46278

brettn@knowledgeservices.com

Function and Specialization

Skilled in A+ computer hardware
Wire management and network setup
Vector Marketing Sales Training (Cutco)
Basic training on SQL Reporting Services

Education, Licenses and Certifications

BS Business (Computer Information Systems)
Indiana University, Indianapolis 2007

Client Engagement Description 2009-2011

- Develop Weekly Status Review Conference Calls on all open IT positions
- Review invoice processing for all IT cost centers with Client Accounting Team on a regular basis
- Quarterly Business Reviews (\$'s Spent, Longevity of Resources, Turnover, Etc.)
- dotStaff data analysis when needed (PO changes, Business Unit updates, Accounting String modifications)

Client Engagement Description

- Combining 10 years of Microsoft server technologies and Oracle/PeopleSoft database and applications experience with his years of Tier 3 VMS application support and IT staffing/recruiting knowledge, Brett provides valuable contributions to State government MSP programs. In his role, Brett meets with State managers, learning and documenting specific position needs, and ensures that all job postings accurately reflect the State's needs. Brett communicates directly with recruiters from State program suppliers regarding posting needs and screens submitted resumes, identifying for State managers the most skilled individuals submitted.

Client Engagement Description 2005-2011

- Develop process diagrams by reviewing new client internal processes
- Work with development on product enhancements and website errors
- Communicate with both new clients and vendors to setup web preferences and to collect data for implementation
- Training new users on dotStaff software and preparing training materials for those users
- Work with dotStaff Accounting to ensure timely payments to vendors
- Tier I/Tier II support for dotStaff software
- Account Management activities (Reporting, Business Reviews, travel to customer sites for meetings and reviews)

Prior Professional and Industry Experience

Implementation, Customer Support

dotStaff, LLC
2005 - 2011

Appendix C – Screen Shots and Sample Reports



Figure 1 - Knowledge Services Solution Framework (KSSF), Part II Scope of Services, C, I, 1: C

		Task Name	Duration	Start	Finish	Predece
1		+ Envisioning Phase	1.5 days?	Mon 10/1/12	Tue 10/2/12	
19		+ Planning Phase (Implementation Team and MSP)	11 days?	Mon 10/1/12	Mon 10/15/12	18
46		- Deployment Phase	23 days?	Tue 10/16/12	Thu 11/15/12	44
47		+ Client and MSP Setup	3 days?	Tue 10/16/12	Thu 10/18/12	17
51		+ Client Communication	2 days?	Tue 10/16/12	Wed 10/17/12	
54		+ Client Education	2 days?	Thu 10/18/12	Fri 10/19/12	
57		- Vendor Communication	3 days?	Tue 10/16/12	Thu 10/18/12	
58		Vendor Communication Letter Finalized /Signed	1 day?	Tue 10/16/12	Tue 10/16/12	42
59		Communication to Vendors	1 day?	Wed 10/17/12	Wed 10/17/12	58,32
60		Vendor Meetings (optional)	1 day?	Thu 10/18/12	Thu 10/18/12	59
61		+ Client System Configuration	1 day?	Tue 10/16/12	Tue 10/16/12	
64		- Interface Development (Optional)	1 day	Tue 10/16/12	Tue 10/16/12	28
65		Development Completes Interface(s)	1 day	Tue 10/16/12	Tue 10/16/12	45
66		Quality Assurance Testing of Interface	1 day	Tue 10/16/12	Tue 10/16/12	
67		- Technology Configuration	3 days?	Tue 10/16/12	Thu 10/18/12	
68		Company Setup Features Configured	1 day?	Tue 10/16/12	Tue 10/16/12	44
69		Standard Approval Workflow Configured	1 day?	Tue 10/16/12	Tue 10/16/12	44
70		+ Posting Template Creation	3 days?	Tue 10/16/12	Thu 10/18/12	
75		+ Project Setup Completed	3 days?	Tue 10/16/12	Thu 10/18/12	34
80		+ Client User Setup	2 days?	Tue 10/16/12	Wed 10/17/12	31
83		+ Vendor User Setup	12 days?	Thu 10/18/12	Fri 11/2/12	
88		+ Educate Vendor Users	1 day?	Thu 11/1/12	Fri 11/2/12	
92		+ Resource Onboard	6 days?	Fri 11/2/12	Fri 11/9/12	
100		+ Banking Setup	3 days?	Fri 11/9/12	Tue 11/13/12	97
104		+ Deployment Phase Outputs	2 days?	Tue 11/13/12	Thu 11/15/12	103
111		- Finalization Phase	5 days?	Wed 11/14/12	Wed 11/21/12	109
112		- Finalization Phase Activities	5 days?	Wed 11/14/12	Wed 11/21/12	
113		Quality Assurance Test of Interface(s) Completed	0 days	Wed 11/14/12	Wed 11/14/12	66
114		Transaction Pilot executed	3 days	Thu 11/15/12	Mon 11/19/12	113
115		All Test Scenarios Executed	2 days	Tue 11/20/12	Wed 11/21/12	114
116		Finalize Report Modifications as required	2 days	Thu 11/15/12	Fri 11/16/12	109
117		Run Sample Invoice	1 day?	Tue 11/20/12	Tue 11/20/12	114
118		Run Sample Metrics Report	1 day?	Tue 11/20/12	Tue 11/20/12	114
119		Baseline of Onboard rates established	1 day?	Thu 11/15/12	Thu 11/15/12	100
120		+ Finalization Phase Outputs	5 days?	Thu 11/15/12	Wed 11/21/12	
127		+ Ongoing Communications	2 days?	Wed 11/21/12	Thu 11/22/12	126

Figure 2 - Implementation Project Plan, Part II Scope of Services, C, I, 1: C and E

State of Maine Job Title	Level	2011 Placements in a Single KS MSP Program	State of Maine Job Title	Level	2011 Placements in a Single KS MSP Program
Architect - Junior	JAR1	2	Quality Assurance Specialist	QAS1	3
Architect - Senior	SAR1	2	Quality Assurance Specialist	QAS2	2
Business Analyst	BA1	2	Quality Assurance Specialist	QAS3	
Business Analyst	BA2	9	Senior Business SME	SME1	13
Business Analyst	BA3	8	Senior Database Architect	SDA1	3
Client Technologies Specialist	CTS1	8	Senior Project Manager	SPM1	2
Client Technologies Specialist	CTS2	4	Service Desk	SD2	
Configuration Management Specialist	CMS1	1	Service Desk	SD3	
Data Architect	DA1	5	Software Process Engineer	SPS1	
Data Entry Operator	DE1		Software Process Engineer	SPS2	
Data Entry Operator	DE2	6	Software Process Engineer	SPS3	
Database Administrator	DBA1		System Administrator	SA1	
Database Administrator	DBA2	1	System Administrator	SA2	5
Database Administrator	DBA3	7	System Administrator	SA3	11
Database Administrator	DBA4	2	System Specialist	SS1	
Functional Architect	FA1	1	System Specialist	SS2	
Functional Architect	FA2	2	System Specialist	SS3	
Functional Architect	FA3	2	Team Lead	TL1	
Functional Architect	FA4	1	Team Lead	TL2	
Graphic Designer	GD1		Technical Architecture Specialist	TAS1	
Help Desk Analyst	HDA1	2	Technical Architecture Specialist	TAS2	
Help Desk Analyst	HDA2	6	Technical Architecture Specialist	TAS3	
Help Desk Analyst	HDA3	1	Technical Architecture Specialist	TAS4	
Help Desk Technician	HDT1	3	Technical Writer	TW1	
Help Desk Technician	HDT2	5	Technical Writer	TW2	1
Help Desk Technician	HDT3	2	Technical Writer	TW3	4
Product Specialist	PS1		Telecom Engineer	TE1	
Product Specialist	PS2		Telecom Engineer	TE2	
Product Specialist	PS3		Telecom Engineer	TE3	
Programmer	PR1	1	Tester	Test1	
Programmer	PR2	14	Tester	Test2	
Programmer	PR3	77	Tester	Test3	3
Programmer	PR4	68	Tester	Test4	2
Programmer	PR5	3	Voice/Data Engineer	VDE1	
Project Manager	PM1	1	Voice/Data Engineer	VDE2	
Project Manager	PM2	6	Voice/Data Engineer	VDE3	
Project Manager	PM3	22			

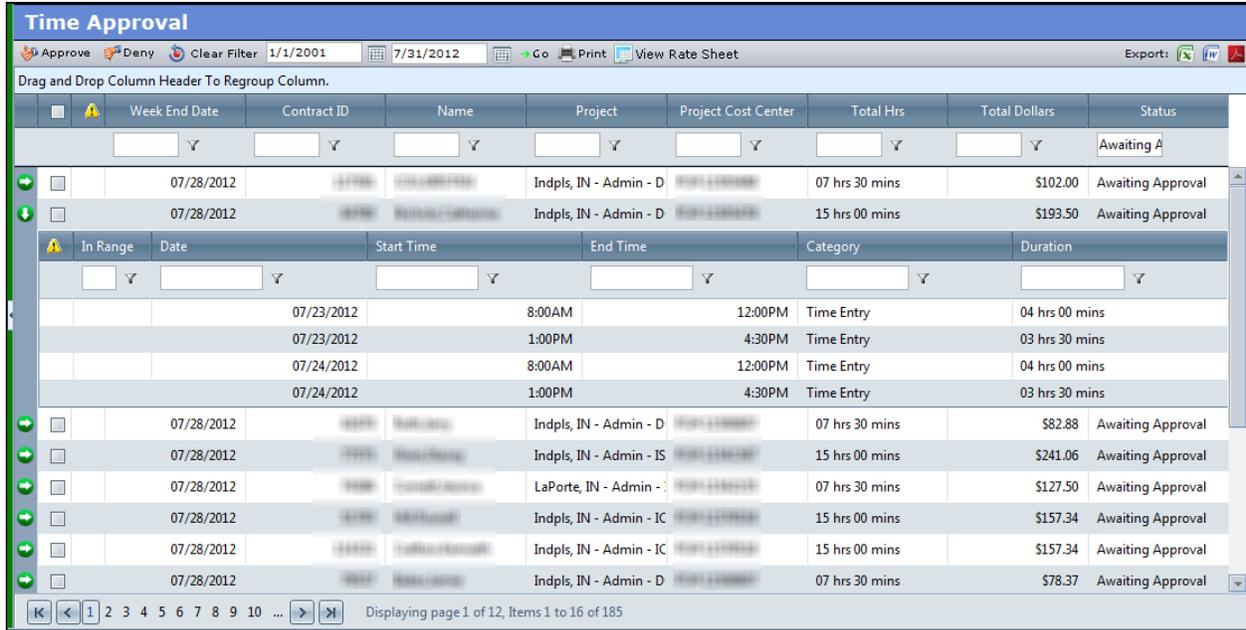
Figure 3 - Summary of 2011 Resources Provided by Job Title

Years	2011		
Division	(Multiple Items)		
Position Title	Avg. of Bill Rate	2011 Total Hours	Yearly FTE Calculation Result
Application Systems Analyst/Programmer / Associate	\$42.95	1912.00	0.92
Application Systems Analyst/Programmer / Intermediate	\$55.79	19572.75	9.41
Application Systems Analyst/Programmer / Senior	\$65.81	88692.36	42.64
Business Analyst / Intermediate	\$48.72	1569.98	0.75
Data Architect	\$71.16	1172.58	0.56
Data Processing Operator	\$22.93	1661.83	0.80
Data Warehousing Analyst	\$71.48	920.00	0.44
Database Analyst / Intermediate	\$52.00	870.00	0.42
Database Manager / Administrator	\$71.75	2900.00	1.39
Help Desk Coordinator / Intermediate	\$25.78	2956.16	1.42
Information Security Analyst	\$74.50	394.16	0.19
LAN Administrator / Intermediate	\$33.13	9609.33	4.62
OBIEE Data Analyst Position	\$59.50	502.00	0.24
Oracle Financials	\$126.40	13009.00	6.25
Peoplesoft Functional Analyst	\$120.26	1284.00	0.62
Project Manager / Intermediate	\$52.76	7988.80	3.84
Quality Assurance Analyst	\$56.04	8730.50	4.20
Systems Architect	\$88.45	986.50	0.47
Technical Writer	\$27.17	1953.75	0.94
Grand Total	\$28.52	1452603.10	698.37
* FTE Equivalent Calculation = Total hours worked in the year divided by standard work year hours of 2080			
2011 Admin Hrs 2011 Med Hrs 2011 IT Hrs 2011 Avg. Bill Rate 2011 by Title 2011 by Agency			

Figure 4 - Sample QBR Reports, Part II Scope of Services, C, II, Q3

Figure 5 - Sample CFO Quarterly Report, Part II Scope of Services, C, II, Q3

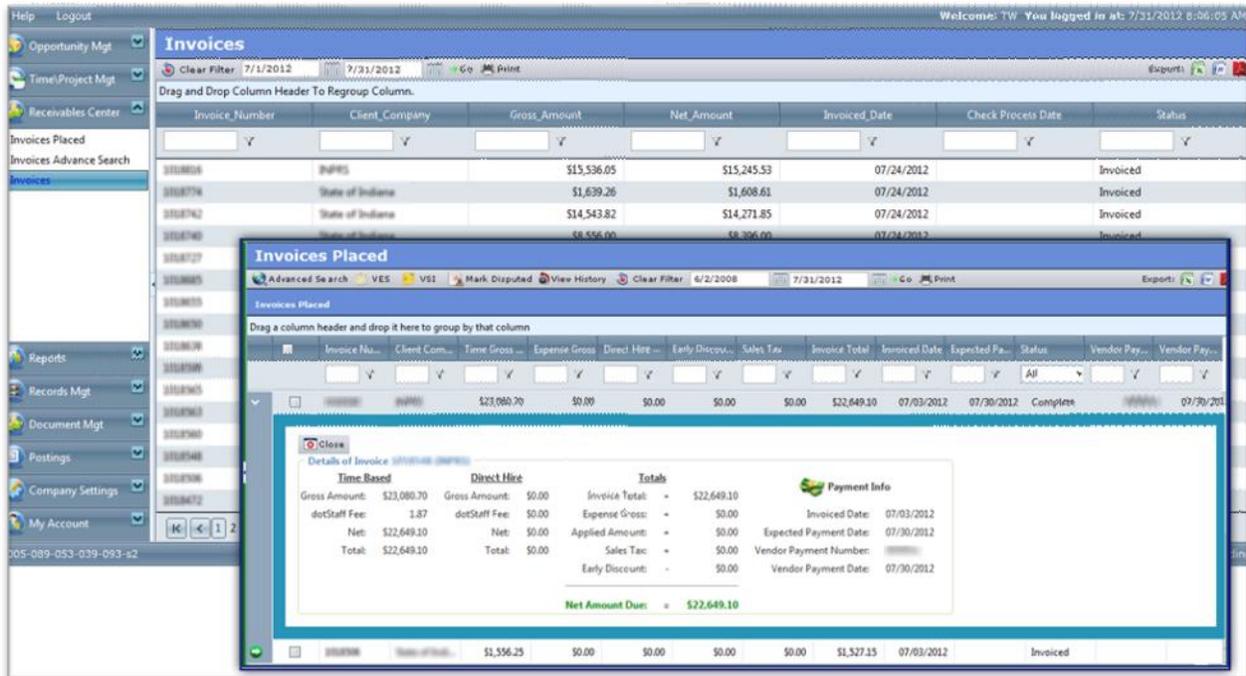
Figure



Week End Date	Contract ID	Name	Project	Project Cost Center	Total Hrs	Total Dollars	Status
07/28/2012		Indpls, IN - Admin - D			07 hrs 30 mins	\$102.00	Awaiting Approval
07/28/2012		Indpls, IN - Admin - D			15 hrs 00 mins	\$193.50	Awaiting Approval
In Range		Date	Start Time	End Time	Category	Duration	
		07/23/2012	8:00AM	12:00PM	Time Entry	04 hrs 00 mins	
		07/23/2012	1:00PM	4:30PM	Time Entry	03 hrs 30 mins	
		07/24/2012	8:00AM	12:00PM	Time Entry	04 hrs 00 mins	
		07/24/2012	1:00PM	4:30PM	Time Entry	03 hrs 30 mins	
07/28/2012		Indpls, IN - Admin - D			07 hrs 30 mins	\$82.88	Awaiting Approval
07/28/2012		Indpls, IN - Admin - IS			15 hrs 00 mins	\$241.06	Awaiting Approval
07/28/2012		LaPorte, IN - Admin -			07 hrs 30 mins	\$127.50	Awaiting Approval
07/28/2012		Indpls, IN - Admin - IC			15 hrs 00 mins	\$157.34	Awaiting Approval
07/28/2012		Indpls, IN - Admin - IC			15 hrs 00 mins	\$157.34	Awaiting Approval
07/28/2012		Indpls, IN - Admin - D			07 hrs 30 mins	\$78.37	Awaiting Approval

6 -

Weekly / Detail Timesheet Approval View, Part II Scope of Services, C, V, Q3



Invoice Number	Client Company	Gross Amount	Net Amount	Invoiced Date	Check Process Date	Status
3108056	INRES	\$15,536.05	\$15,245.53	07/24/2012		Invoiced
3108774	State of Indiana	\$1,639.26	\$1,608.61	07/24/2012		Invoiced
3108742	State of Indiana	\$14,543.82	\$14,271.85	07/24/2012		Invoiced
3108740	State of Indiana	\$0,556.00	\$0,306.00	07/24/2012		Invoiced

Invoice No.	Client Com.	Time Gross	Expense Gross	Direct Hire	Early Discou.	Sales Tax	Invoice Total	Invoiced Date	Expected Pa.	Status	Vendor Pay...	Vendor Pay...
3108056	INRES	\$23,080.70	\$0.00	\$0.00	\$0.00	\$0.00	\$22,649.10	07/03/2012	07/30/2012	Complete		07/30/2012

Time Based		Direct Hire		Totals	
Gross Amount:	\$23,080.70	Gross Amount:	\$0.00	Invoice Total:	\$22,649.10
dotStaff Fee:	1.87	dotStaff Fee:	\$0.00	Expense Gross:	\$0.00
Net:	\$22,649.10	Net:	\$0.00	Applied Amount:	\$0.00
Total:	\$22,649.10	Total:	\$0.00	Sales Tax:	\$0.00
				Early Discount:	\$0.00
				Net Amount Due:	\$22,649.10

Figure 7 - Supplier Payments Financial Tracking, Part II Scope of Services, C, Q3

Supplier Performance Scorecard						
Performance Metric	Description	Calculation	Frequency of Review	Measurement Attributes		Achieved 1 = Y, 0 = N
				Actual	Result	
Quality Response	Measures response rate at which supplier responds to requisitions received by submitting at least one quality candidate	Number of requisitions which supplier submitted a quality candidate / Number of requisitions received by supplier	Quarterly	Number of requisitions on which supplier submitted a quality candidate	Number requisitions received by supplier	KPI 1
Response Timing	Measures the average number of business days it takes supplier to submit first quality candidate to requisition	Number of business days to receive a quality candidate by supplier / Number of requisitions received by supplier	Quarterly	Number of business days to receive a quality candidate by supplier	Number requisitions received by supplier on which submittals were made	KPI 2
Placement Market Share	Measures the percentage of supplier placements based on the number of requisitions received by the supplier	Number of placements (starts) by supplier / Number of requisitions received by supplier	Quarterly	Number of placements (starts) by supplier	Number requisitions received by supplier	KPI 3
Attrition	Measures a supplier's resource turnover due to unplanned negative situations such as, lack of performance, attendance, resource quits, etc.	Number of supplier unplanned turnovers (in the quarter) / Number of supplier resources on assignment (in the quarter)	Quarterly	Number of Supplier unplanned turnovers (in the quarter)	Number of supplier resources on assignment (in the quarter)	KPI 4
Bill Rate Management	Measures the average percent a supplier's bill rates on active assignments are 1) at, 2) below and 3) above the position maximum (NTE) rate	Number of supplier's resources on active assignment who are 1) at, 2) below and 3) above the maximum (NTE) rate / Number of supplier resources on assignment (in the quarter)	Quarterly	Number of resources at the maximum (NTE) rate	Number of supplier resources on assignment (in the quarter)	KPI 5
				Number of resources below the maximum (NTE) rate	Number of supplier resources on assignment (in the quarter)	
				Number of resources above the maximum (NTE) rate	Number of supplier resources on assignment (in the quarter)	

Figure 8 - Supplier Scorecard, Part II Scope of Services, C, Q6

On-Going Quality Survey

Circulated after first month, and then every three months



knowledge services

Please use

Candidate Quality and Placement Survey

Circulated following initial placement of candidate

(Sample Questions)

Please use a scale of 1-5, with 5 being the highest, to answer the following

	1	2	3	4	5
<p>How would you rate the quality of candidates/resumes received for your requisition?</p> <p>Comments: _____</p>	<input type="radio"/>				
<p>How would you rate the qualifications of the candidate you selected for your requisition?</p> <p>Comments: _____</p>	<input type="radio"/>				
<p>What is your satisfaction of overall quality for all candidates submitted to your requisition?</p> <p>Comments: _____</p>	<input type="radio"/>				
<p>How would you rate the MSPs ability to provide quality resources for your need?</p> <p>Comments: _____</p>	<input type="radio"/>				
<p>How would you rate the MSP Requisition Process?</p> <p>Comments: _____</p>	<input type="radio"/>				
<p>How would you rate the MSP On-boarding and Orientation Process?</p> <p>Comments: _____</p>	<input type="radio"/>				



knowledge services

Figure 9 – Online Candidate Review Survey, Part II Scope of Services, C, Q6

Last Service Date	Resource_LF	Position Title	Department	Manager LF	Vendor_company
05/01/12	Oryden, Sabrina	Programmer / PR4	FSSA	Smith, Craig	Brookstone
05/02/12	Roelichan, Vanessa	Programmer / PR3	FSSA	Smith, Craig	Altera
05/03/12	Winder, Deanna	Sr. Architect	FSSA	Smith, Craig	Romtek Technology
05/04/12	Folgia, Heidi	Tester	FSSA	Smith, Donna	Atlanta Staffing
05/02/12	Grew, Michael	Project Manager	ISDH	Gefert, Todd	Altera
05/08/12	COOLEY, JENNIFER	Programmer / PR3	IOT	Sumner, Richard	Robert Half
05/09/12	Grassman, Sunnys	Jr. Architect	IOT	Hornbach, Rachael	Creative Solutions
05/10/12	Laplant, Julie	DBA	DOR	Haas, Karl	Robert Half
05/11/12	Pilgrim, Evan	Programmer / PR4	ISDH	Durme, Janet	Atlanta Staffing
05/10/12	Oatley, Robert	Tester	IOT	Crowell, Daniel	Altera
05/11/12	Lowell, Jason	Tester	IOT	Rosas, Sam	Creative Solutions
05/11/12	MAYFIELD, PAMELA	Sr. Architect	BMV	Uma, Carlos	Altera
05/12/12	Campbell, Paul	Programmer / PR4	BMV	Phillips, JP	Compass Systems
05/14/12	Kraus, Joyce	Programmer / PR4	DCS	Hornbach, Rachael	Brookstone
05/15/12	Obermayer, Jeffrey	Sr. Project Manager	DCS	Hornbach, Rachael	Brookstone
05/15/12	Tucker, William	Sr. Project Manager	IOT	Tucker, Christi	Romtek Technology
05/16/12	Kneffler, Shalan	Sr. Project Manager	IOT	Hornbach, Rachael	Cape Code, Inc.
05/17/12	Schlupp, Ann Marie	DBA	IOT	Simon, Rita	Yak Services
05/17/12	Young, Bobby	DBA	IDOE	Gipson, Marcus	Brookstone
05/18/12	Mirck, Nancy	Project Manager	IDOE	Bowers, Jason	Atlanta Staffing
05/18/12	Garcia	Function Architect	RMV		

Figure 10 - Candidate Roll-off Report, Part II Scope of Services, C, Q7

Department	Project Manager	Project Cost Center	Sum of Dollars Approved	Sum of Dollars Remaining	
DCS	Chateaufeuf, Danielle	149-600-63310	\$320.00	(\$44.75)	
		149-600-63325	\$0.00	\$0.00	
	Chateaufeuf, Danielle Total		\$320.00	(\$44.75)	
	Evans, Scott	1047-600-63310	\$1,555.00	\$478.50	
		1049-600-63310	\$480.00	\$22.00	
		1051-600-63310	\$480.00	\$358.00	
		3129-600-63310	\$2,520.00	\$139.00	
		379-600-63310	\$480.00	\$376.00	
		379-600-63325	\$10,220.00	(\$220.47)	
		386-600-63310	\$1,756.00	\$36.50	
		Evans, Scott Total		\$17,491.00	\$1,189.53
	Knaster, Valerie	048-600-63340	\$900.00	\$58.00	
			Knaster, Valerie Total		\$900.00
	Locke, Deborah	832-600-63310	\$1,000.00	\$1,000.00	
			832-600-63330	\$1,000.00	\$1,000.00
	Locke, Deborah Total		\$2,000.00	\$2,000.00	
	Manbeck, Kristina	1048-600-63310	\$160.00	\$120.00	
			Manbeck, Kristina Total		\$160.00
	Marcouiller, Veronica	841-600-63450	\$2,160.00	\$139.25	
			841-600-63570	\$0.00	\$0.00
	Marcouiller, Veronica Total		\$2,160.00	\$139.25	
	Michon, Dolores	161-600-63310	\$160.00	\$160.00	
			Michon, Dolores Total		\$160.00
	Ouellette, Rita	837-600-63325	\$0.00	\$0.00	
			Ouellette, Rita Total		\$0.00
	Parenti, Sondra	3102-600-63310	\$1,420.00	\$527.50	
			3166-600-63310	\$525.00	\$20.00
			3166-600-63330	\$1,560.00	\$1,002.00
	Parenti, Sondra Total		\$3,505.00	\$1,549.50	
	Siri, Michelle	134-600-63310	\$750.00	\$519.50	
			134-600-63325	\$0.00	\$0.00
			3082-600-63325	\$0.00	\$0.00
			3082-600-63450	\$0.00	\$0.00
			Siri, Michelle Total		\$750.00
	Sweet, Michael	841-600-63325	\$0.00	\$0.00	
			Sweet, Michael Total		\$0.00
	Thompson, Barbara	3119-600-63320	\$6,674.00	\$1,307.97	
			3119-600-63450	\$43,410.00	\$2,097.68
			Thompson, Barbara Total		\$50,084.00
	Wilson, Phuong	159-600-63310	\$560.00	\$0.50	
			159-600-63450	\$640.00	\$181.72
	Wilson, Phuong Total		\$1,200.00	\$182.22	
	Zelkowitz, Richard	053-600-63315	\$130.00	\$0.00	
			Zelkowitz, Richard Total		\$130.00
	DCS Total			\$78,860.00	\$9,278.90
	Grand Total			\$78,860.00	\$9,278.90

Figure 11 – Candidate Reports - Engagement Funding Balance, Part II Scope of Services, C, Q7

Resource Name	Bid Acceptance Date	Contract End Date	Contract ID	Vendor Name	Div.	Dept.	Position
...	11/14/2011	7/3/2012	123709	...	IT	IOT	Systems Administrator/Intermediate
...	11/15/2011	7/6/2012	124200	...	IT	DCS	Application Systems Analyst Programmer/Specialist
...	11/15/2011	7/10/2012	125013	...	IT	DCS	Lombardi/BPM Developer
...	12/15/2011	7/10/2012	123904	...	IT	DOE	Data Warehouse Analyst
...	12/15/2011	7/10/2012	123625	...	IT	DOE	Data Warehouse Analyst
...	12/15/2011	7/10/2012	120966	...	IT	DOE	Data Warehouse Analyst
...	12/19/2011	7/12/2012	125284	...	IT	ISDH	Help Desk Service Specialist / Intermediate
...	1/3/2012	7/12/2012	123259	...	IT	DCS	Application Systems Analyst Programmer/Specialist
...	2/17/2012	7/12/2012	124677	...	IT	INDOT	App Systems Analyst Programmer/Specialist
...	2/22/2012	7/12/2012	123683	...	IT	ISDH	App Syst. Analyst Programmer/Senior
...	2/23/2012	7/13/2012	125233	...	IT	ISDH	Application Systems Analyst Programmer/Senior
...	3/5/2012	7/13/2012	125162	...	IT	ISDH	Applications Systems Analyst/Programmer / Senior
...	3/5/2012	7/13/2012	125174	...	IT	ISDH	Project Manager / Senior
...	5/4/2012	7/13/2012	120766	...	IT	FSSA	Information Security Analyst/Senior
...	5/16/2012	7/16/2012	125450	...	IT	DCS	Applications Systems Analyst/Programmer / Senior

Figure 12 - New Engagement Report, Part II Scope of Services, C, Q7

Vendor	Postings	Positions	Submissions	Position Responses	Starts	Response Rate	Submission per Position	Response Effectiveness	Quality / Starts per
Vendor 1 (blurred)	19	29	18	11	6	37.93%	0.62	54.55%	33.33%
Vendor 2 (blurred)	1	1	1	1	0	100.00%	1	0.00%	0.00%
Vendor 3 (blurred)	9	19	5	4	4	21.05%	0.26	100.00%	80.00%
Vendor 4 (blurred)	5	15	7	7	0	46.67%	0.47	0.00%	0.00%
Vendor 5 (blurred)	20	30	48	25	8	83.33%	1.6	32.00%	16.67%
Vendor 6 (blurred)	23	35	68	27	15	77.14%	1.94	55.56%	22.06%
Vendor 7 (blurred)	6	16	10	7	2	43.75%	0.63	28.57%	20.00%
Total Average	98	170	169	91	47	55.73%	0.88	50.50%	34.01%
S.No	Column Name	Description							
1	Postings	Number of postings to which the vendor has been invited							
2	Positions	Number of positions on postings to which the vendor was invited							
3	Submissions	Number of submissions on the postings to which the vendor responded							
4	Position Responses	Number of positions on postings to which the vendor replied with at least one submission per open position							
5	Starts	Number of starts (accepted bids) related to the positions to which the vendor was included							
6	Response Rate	Responses (submissions)divided by position invitations not to exceed 100%							
7	Submission per Position	Submissions divided by positions rounded to a whole number except when less than 1							
8	Response Effectiveness	Starts divided by total number of responses							
9	Quality / Starts per Submission	Starts divided by the number of submissions to indicate quality of submissions							

Figure 13 - Supplier Comparison / Performance Report, Part II Scope of Services, C, Q7

Week	Project	Resource_LF	Rate	Total Hours	Total Billing
7/1/2012 - 7/7/2012	App Systems Analyst Prog	Hughes, Robert	\$83.00	32.00	\$2,656.00
	App Systems Analyst Prog	Total		32.00	\$2,656.00
	Application Developer Int	DANDE, RAMANA	\$53.00	17.00	\$901.00
		KUMAR, SARAYANA	\$49.00	20.00	\$980.00
		Lakshmanaraju, Yagnaraju	\$55.00	36.00	\$1,980.00
		Ragudala, Damon	\$64.12	31.75	\$2,035.81
	Application Developer Int	Total		104.75	\$5,896.81
	Application Developer	Gade, Showreddy	\$58.00	32.00	\$1,856.00
		Kallaperumal, Sithra	\$66.75	32.00	\$2,136.00
		Kanani, Jignesh	\$68.00	40.00	\$2,720.00
		Malkinya, Lungisa	\$55.00	35.00	\$1,925.00
		Nizambal, Pavan	\$69.00	32.00	\$2,208.00

Week	Department	Resource_LF	Rate	Total Hours	Total Billing
7/1/2012 - 7/7/2012	ITMv	Brown, Jay	\$60.00	28.00	\$1,680.00
		Changa, Mark	\$68.00	32.00	\$2,176.00
		Conrad, Jay	\$48.88	40.00	\$1,955.20
		Harmon, Jonathan	\$63.00	30.50	\$1,921.50
		Hudson, Robert	\$69.00	32.00	\$2,208.00
		Khanna, Priti	\$84.88	33.00	\$2,801.04
		Krishna, Anand	\$62.00	33.00	\$2,046.00
		Krishna, Jay	\$72.00	32.00	\$2,304.00
	ITMv Total			260.50	\$17,091.74
	Courts	Srinivasan, Ravi	\$70.00	33.00	\$2,310.00

Week	Project_Manager	Resource_LF	Rate	Total Hours	Total Billing
7/1/2012 - 7/7/2012	Balfanz, Paul	Burge, Rosanne	\$135.00	34.00	\$4,590.00
	Balfanz, Paul	Total		34.00	\$4,590.00
	Barrister, Mark	BECKER, KARLA	\$55.00	50.50	\$2,777.50
	Barrister, Mark	BEVER, SAMUEL	\$83.00	33.00	\$2,739.00
	Barrister, Mark	Boothe, Joselle	\$54.80	63.50	\$3,479.80
	Barrister, Mark	Burns, Eric	\$82.29	124.00	\$10,203.96
	Barrister, Mark	Chukkappalli, Pavan	\$73.00	71.50	\$5,219.50
	Barrister, Mark	Devuluri, Srinivasa	\$79.38	71.50	\$5,675.64
	Barrister, Mark	DeGies, Cynthia	\$68.50	73.00	\$5,000.50
	Barrister, Mark	Dilmer, Natalie	\$76.00	78.00	\$5,928.00

Figure 14 – Weekly Billing Reports, Part II Scope of Services, C, Q7



TIMESHEET

Company 1
1234 Our Street
City, State 00000 UNITED STATES
Phone 111-111-1111 Fax 111-111-1112

Resource Name: LAST, FIRST

Email: myemail@server.com

Invoice Period: 7/8/2012 - 7/14/2012

Date	Project	Start Time	End Time	Duration
Monday, Jul. 9, 2012	Overland Park, KS -UCC Document Specialist	7:00 am	4:00 pm	9 hrs 0 min
Tuesday, Jul. 10, 2012	Overland Park, KS -UCC Document Specialist	7:00 am	4:00 pm	9 hrs 0 min
Wednesday, Jul. 11, 2012	Overland Park, KS -UCC Document Specialist	7:00 am	4:00 pm	9 hrs 0 min
Thursday, Jul. 12, 2012	Overland Park, KS -UCC Document Specialist	7:00 am	4:00 pm	9 hrs 0 min
Friday, Jul. 13, 2012	Overland Park, KS -UCC Document Specialist	7:00 am	4:00 pm	9 hrs 0 min
Total Duration				45 hrs 0 min

Resource Signature: _____

Supervisor Signature: _____

Date: _____

Date: _____

Figure 15 - Timecard Report, Individual Timesheet Record, Part II Scope of Services, C, Q7

View Timesheets																															
Week End Date	Contract Id	Resource LF	Invoiced Date	Project Name	Project Cost ...	Project Manager LF	Vendor Paym...	Default Fee	Invoice Num...	Total Hours	Total Dollars	Sales Tax	Status																		
08/05/2012	11609/			San Antonio, ...	901/0.61/0			3.00		05 hrs 15 mins	\$85.32	\$0.00	Awaiting Ap																		
08/05/2012	95435			Nashville, TN ...	90129.6170			3.00		15 hrs 30 mins	N/A	\$0.00	Draft																		
08/05/2012	87873			Cary, NC - Te...	90799.6170			3.00		14 hrs 00 mins	N/A	\$0.00	Draft																		
08/05/2012	89320			Norwood, M...	90243.6170			3.00		06 hrs 00 mins	N/A	\$0.00	Draft																		
08/05/2012	75916			Batesville, IN ...	98607.6170			3.00		13 hrs 55 mins	\$522.71	\$0.00	Awaiting Ap																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>In Range</th> <th>Date</th> <th>Start Time</th> <th>End Time</th> <th>Category</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td></td> <td>07/30/2012</td> <td>9:50AM</td> <td>4:30PM</td> <td>Time Entry</td> <td>06 hrs 40 mins</td> </tr> <tr> <td></td> <td>07/31/2012</td> <td>12:00PM</td> <td>7:15PM</td> <td>Time Entry</td> <td>07 hrs 15 mins</td> </tr> </tbody> </table>														In Range	Date	Start Time	End Time	Category	Duration		07/30/2012	9:50AM	4:30PM	Time Entry	06 hrs 40 mins		07/31/2012	12:00PM	7:15PM	Time Entry	07 hrs 15 mins
In Range	Date	Start Time	End Time	Category	Duration																										
	07/30/2012	9:50AM	4:30PM	Time Entry	06 hrs 40 mins																										
	07/31/2012	12:00PM	7:15PM	Time Entry	07 hrs 15 mins																										
08/05/2012	115943			Batesville, IN ...	95246.3435503			3.00		03 hrs 30 mins	N/A	\$0.00	Draft																		
08/05/2012	118856			Simpsonville, ...	90155.6170			3.00		24 hrs 30 mins	N/A	\$0.00	Draft																		
08/05/2012	121312			Cary, NC - Te...	94764.6170			3.00		12 hrs 00 mins	\$179.16	\$0.00	Awaiting Ap																		
08/04/2012	74042			Williamsoort ...	3129-600-63310			3.00		09 hrs 00 mins	\$686.50	\$0.00	Awaiting Ap																		

Figure 16 - Timesheet Report, Weekly Summary by Resource

Program Reporting	Submission Activity	Provides users with standard submission metrics including number of requisitions, number of submissions per supplier, and number of positions filled per supplier.
	Candidate Comparison	Reports candidate comparison information for submissions against an requisition. The report includes candidate name, resume ranking score, supplier name, and date/time of submission.
	Supplier Category Detail	This report provides details about the supplier contained in their online profile. The details include information depicting diversity status, small business status, etc.
	Position Rate Range	The position rate range report shows the full range of all rates specific to a specific job category and title. This report is used in non-competitive environments to validate consistency of rates submitted and is used to report rate ranges in competitive bidding environments.
	Competitive Bid Savings	Used in competitive environments to show reductions from initial bid to final offer.
	Project Savings	Used in competitive environments to show reduction from initial proposal to final offer.
	Baseline Spend	Provides month to month comparison of total spend and can be reported by supplier, agency, location, hiring manager, buy local, etc.
	Supplier Performance	Provides comparative supplier information including number of requisition invitations, number of submissions, number of positions filled, response percentage by supplier, fill (win) percentage by supplier, and quality rating (percent of wins to submissions) by supplier.
	YTD Spend Report	Provides spend information from first of year to current date. This includes spend by location, agency, manager, supplier, buy local, etc.
	Timesheets	Reports all submitted timesheets for the time range defined by the user.
	Expenses Received	Reports all expenses submitted for the time range defined by the user.
	Cash Flow Report	Provides payment status for each phase of the payment cycle from time approval to invoice, to payment, to supplier distribution. This report provides suppliers with status of their payments, and gives the State the ability to see all suppliers' statuses.
	Time Reporting Executive Dashboard	Provides high level overview of time reporting information such as number of timesheets entered, number of timesheets awaiting approval, number of active resources, etc.
	Postings Executive Dashboard	Provides a high level overview of all details associated with requisitions, such as the number of open positions, average number of submissions per requisition, number of requisitions with no submissions, and additional information that facilitates corrective action when needed.
Submission Tracking	Reports all active candidate submissions and includes requisition identifier, candidate name, submitted rate, resume score, and supplier name.	
Contracted Resources	Reports all active or historic contracts for resources provided by a supplier. Includes requisition identifier, supplier name, resource name, bill rate, and status.	
Quarterly Client Business Review Reports	Spend Report	Provides spend analysis by agency, manager, supplier, buy local, and may be provided in other segmentation as defined by the Client.
	Utilization Report	Provides the Client with total resource utilization hours as well as hours by agency, manager, supplier, etc.
	Longevity Report	Reports the resources and length of time they have worked for the Client from inception of MSP program. This report is designed to allow the Client to impose term limits or force adherence to rate decrease clauses based on duration of engagement.
	State Based Resource and Supplier Report	Provides number and percentage of State based resources and suppliers utilizations compared to overall resource and supplier utilization and spend.
	Small Business Enterprise Report	Provides number and percent of Small Business Enterprise resources utilized compared to overall resource utilization and spend.
	Supplier Performance Report	Provides comparative supplier information including number of requisition invitations, number of submissions, number of positions filled, response percentage by supplier, fill (win) percentage by supplier, and quality rating (percent of wins to submissions) by supplier.
Time Reports	Job Titles	Provides time usage by Job Titles
	Resource Name	Provides time history by Resource Name
	Supplier Name	Provides time usage for resources associated with Suppliers
	Dates Worked	Reports on time history over a specific set of Dates Worked
	Diversity Category	Reports on time worked in specified Diversity Categories as defined by the State
	Department or Agency	Time worked reports arranged by Department/Agency breakdown
Labor Quality	Employee Performance	Track and monitor performance. Attainment of quality metrics increases productivity and reduces ramp-up and training times
	Account Team Performance	Track and monitor the performance of the account team servicing the account. Metrics are broken down by department or location to include roll-up reports.
	Supplier Performance	Track and monitor overall performance and effectiveness for each supplier. Suppliers are held accountable to the same service standards as Knowledge Services.

Combination Reports	Usage	Time Periods: Weekly, Monthly, Quarterly, Annually, User Defined
		Business Unit: Department, Sub Agency, Seasonal, Category (IT, Medical, Admin, Accounting)
		Other Factors: Manager, Project, Cost Center, Location, Facility, Job Category, Job Title
	Spend	Time Periods: Weekly, Monthly, Quarterly, Annually, User Defined
		Business Unit: Department, Sub Agency, Seasonal, Category (IT, Medical, Admin, Accounting)
		Other Factors: Manager, Project, Cost Center, Location, Facility, Job Category, Job Title
Savings	Time Periods: Weekly, Monthly, Quarterly, Annually, User Defined	
	Business Unit: Department, Sub Agency, Seasonal, Category (IT, Medical, Admin, Accounting)	
	Other Factors: Manager, Project, Cost Center, Location, Facility, Job Category, Job Title	
Program Compliance	Contract Compliance	Audits are performed on a quarterly basis to ensure contract compliance and integrity of State's information relating to recordkeeping. Audits include compliance issues such as background checks, NDA, drug testing, insurance, etc.
	Supplier Compliance	To ensure account team/operations team is verifying that all supplier documents are in compliance with the contract. Such audits include verification of employee documentation, pre-employment paperwork, insurance, background check, etc.
	On/Off Boarding Compliance	To track and measure compliance with on-boarding process such as State-specific orientations, safety, badging, security, passwords etc. Off-boarding compliance to include collection of badges, shutting down security access etc.
	Satisfaction Surveys	Provides information from hiring managers regarding satisfaction with a multitude of areas
	Employee Management & Issue Resolution	To ensure account team is actively managing and counseling their employees to avoid co- and dual-employment exposure to the State. Track and monitor corrective action plans and notification of problems to ensure swift and smooth resolution.
Vendor Performance Reports	Submission Rates	Provides information relating Vendor Performance to rates being submitted
	Current Placements	Provides information for vendors with current placements and the placement information
	Average Bill Rates	Averages bill rates as submitted by the vendor over time
	Job Titles Filled	Reports on the Vendors placements by Job Title
	Compliance with Rates	Provides information relating to vendors complying or exceeding rates in the requisition
	Compliance w/ Program Requirements	Provides information relating to vendors complying with program requirements as defined by the client in the SLA
Quality	Reports on the quality of the vendors placements as defined by MSP and client	
Program Compliance Reports	Rate Compliance	Provides information relating to vendors complying or exceeding rates in the requisition throughout the program
	Program Compliance / SLA Scorecard	Provides information relating to vendors complying with program requirements as defined by the client in the SLA throughout the program
	Pre-Employment Compliance	Reports on vendors activities for completing Pre-Employment screening
	Quality	Reports on the quality of the vendors placements throughout the program
	Satisfaction Surveys	Provides information from hiring managers regarding satisfaction with a multitude of areas
Program Service & Quality	Response Time	Validate supplier is monitoring system activity and response times
	Resume to Placement Ratio	Monitor and track whether candidate rejections are due to quality, skill, culture or pay rate. Also validates if suppliers are 'resume flooding'
	Replacement Ratio	Monitor total number of replacements, turnover and fall-off including reason codes. Allows for corrective action plans and tracking of cost savings by reducing total replacement and turnover
	Retention & Conversion Ratios	Track number of candidates converted and report on total reduction on a cost per hire basis. Retention levels are tracked to report on total assignment completions ensuring that mission-critical projects are fulfilled with consistent workforce reducing costly training and ramp-up time
Headcount Reports	By Supplier	Number of active placements by supplier
	By Date	Number of active placements over time
	Tenure Report 1,000 hrs.	Resources that have worked over 1,000 hours by specified time period
	Tenure Report 2,000 hrs.	Resources that have worked over 2,000 hours by specified time period
	By Project Name	Number of active placements associated with specific projects
	By Manager	Number of active placements associated with each Manager

Figure 17- Standard Report List, Part II Scope of Services, C, Q8

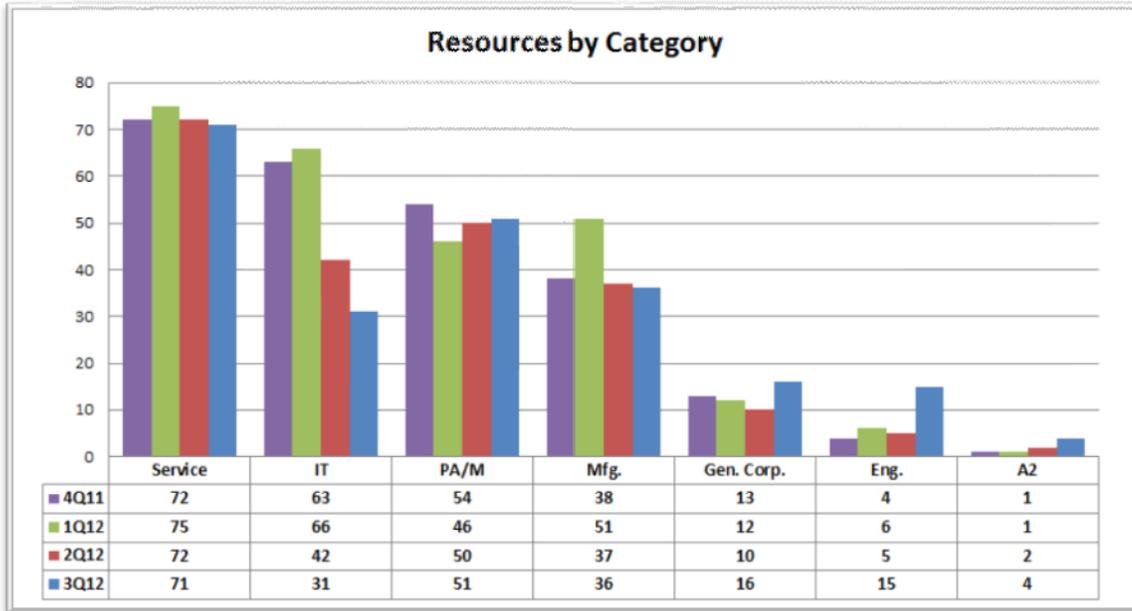
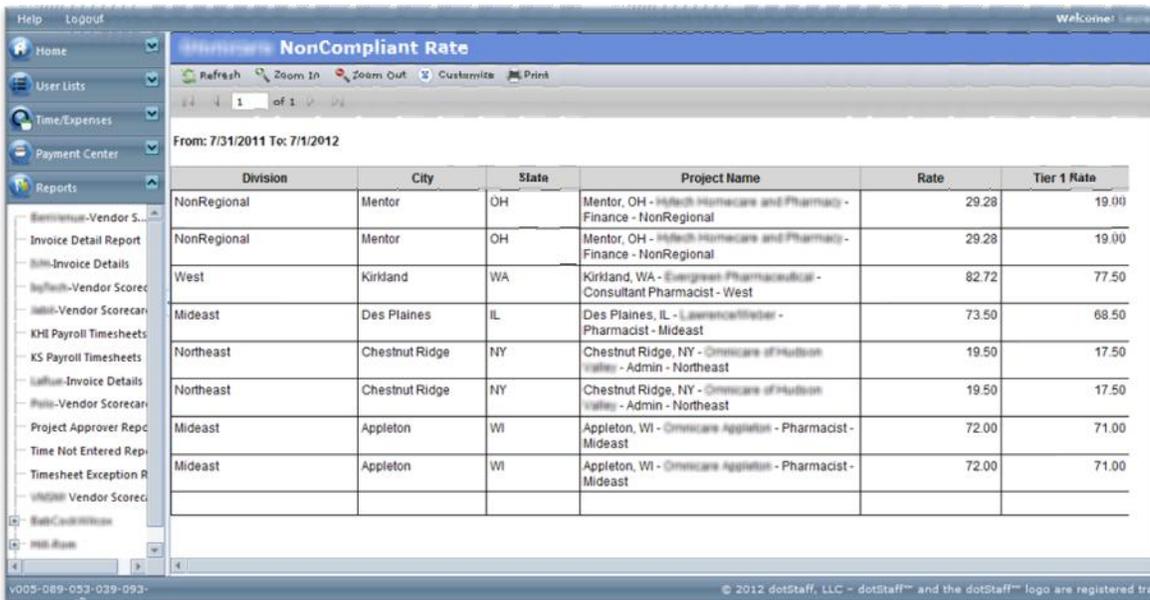


Figure 18 - Sample Report – Resources by Category, Part II Scope of Services, C, Q8



Division	City	State	Project Name	Rate	Tier 1 Rate
NonRegional	Mentor	OH	Mentor, OH - Hubcity Homecare and Pharmacy - Finance - NonRegional	29.28	19.00
NonRegional	Mentor	OH	Mentor, OH - Hubcity Homecare and Pharmacy - Finance - NonRegional	29.28	19.00
West	Kirkland	WA	Kirkland, WA - Emergent Pharmaceutical - Consultant Pharmacist - West	82.72	77.50
Mideast	Des Plaines	IL	Des Plaines, IL - LawrenceHeller - Pharmacist - Mideast	73.50	68.50
Northeast	Chestnut Ridge	NY	Chestnut Ridge, NY - Omnicare of Hudson Valley - Admin - Northeast	19.50	17.50
Northeast	Chestnut Ridge	NY	Chestnut Ridge, NY - Omnicare of Hudson Valley - Admin - Northeast	19.50	17.50
Mideast	Appleton	WI	Appleton, WI - Omnicare Appleton - Pharmacist - Mideast	72.00	71.00
Mideast	Appleton	WI	Appleton, WI - Omnicare Appleton - Pharmacist - Mideast	72.00	71.00

Figure 19 - Sample Report – Non-Compliant Rates, Part II Scope of Services, C, Q8

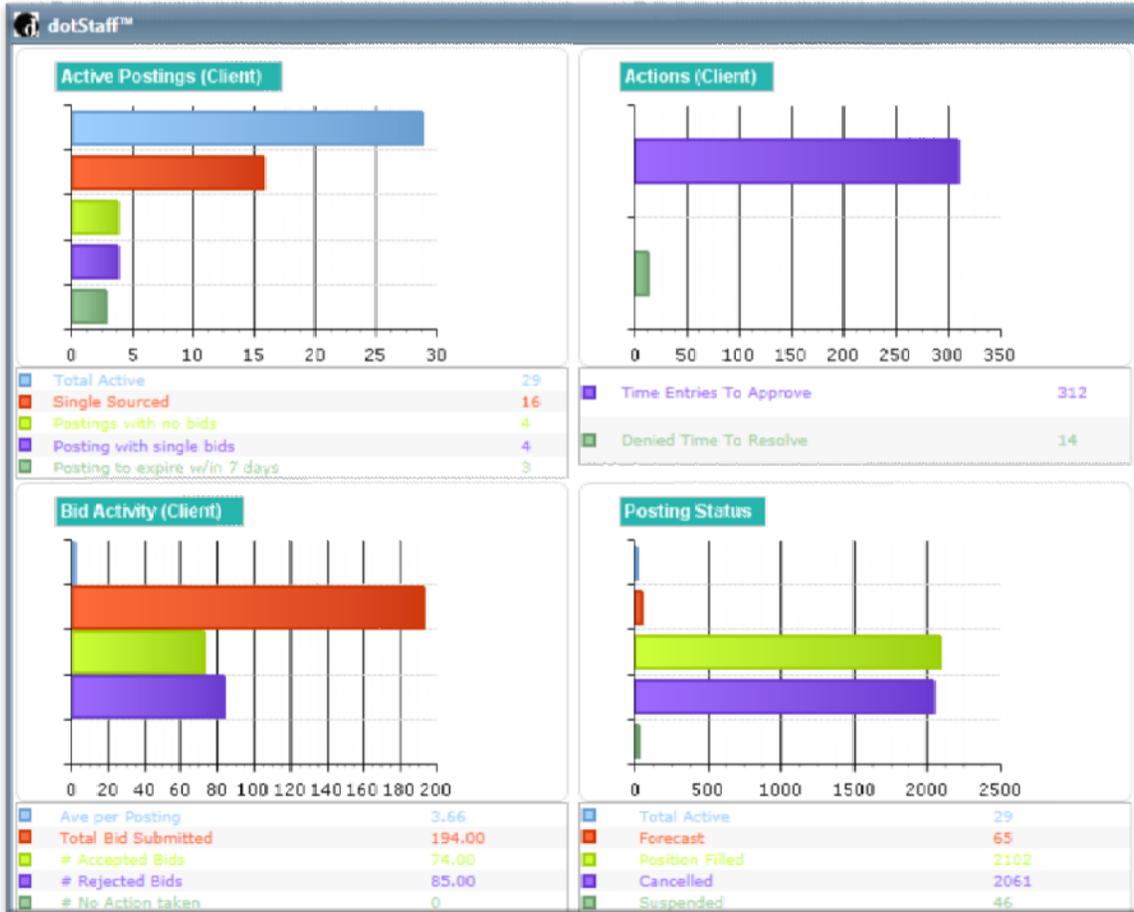


Figure 20 - Sample – Executive Dashboard Part II Scope of Services, C, Q8

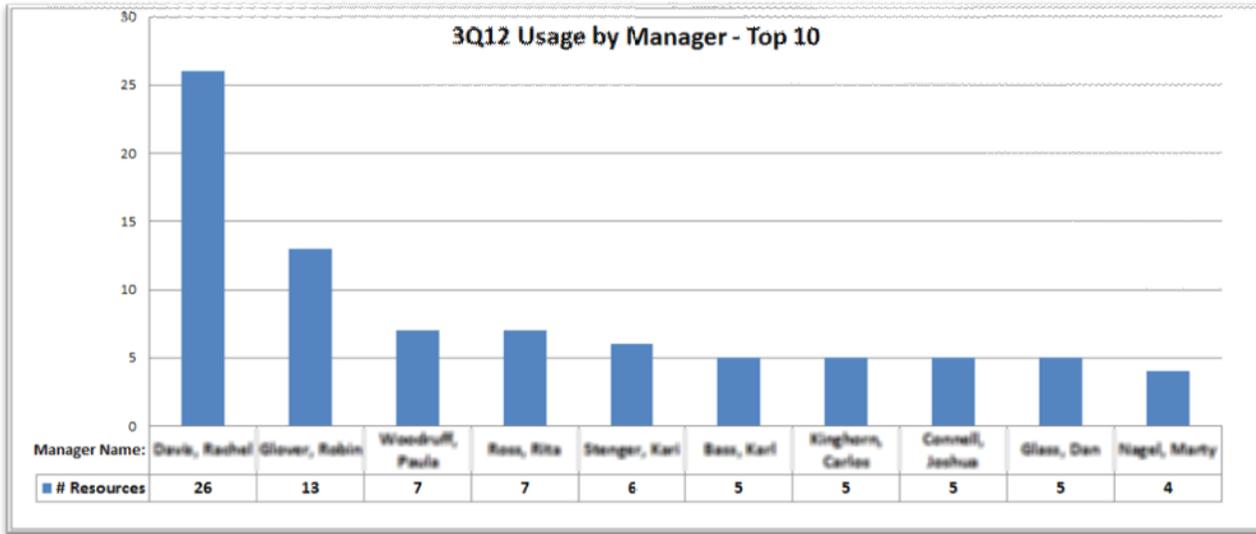
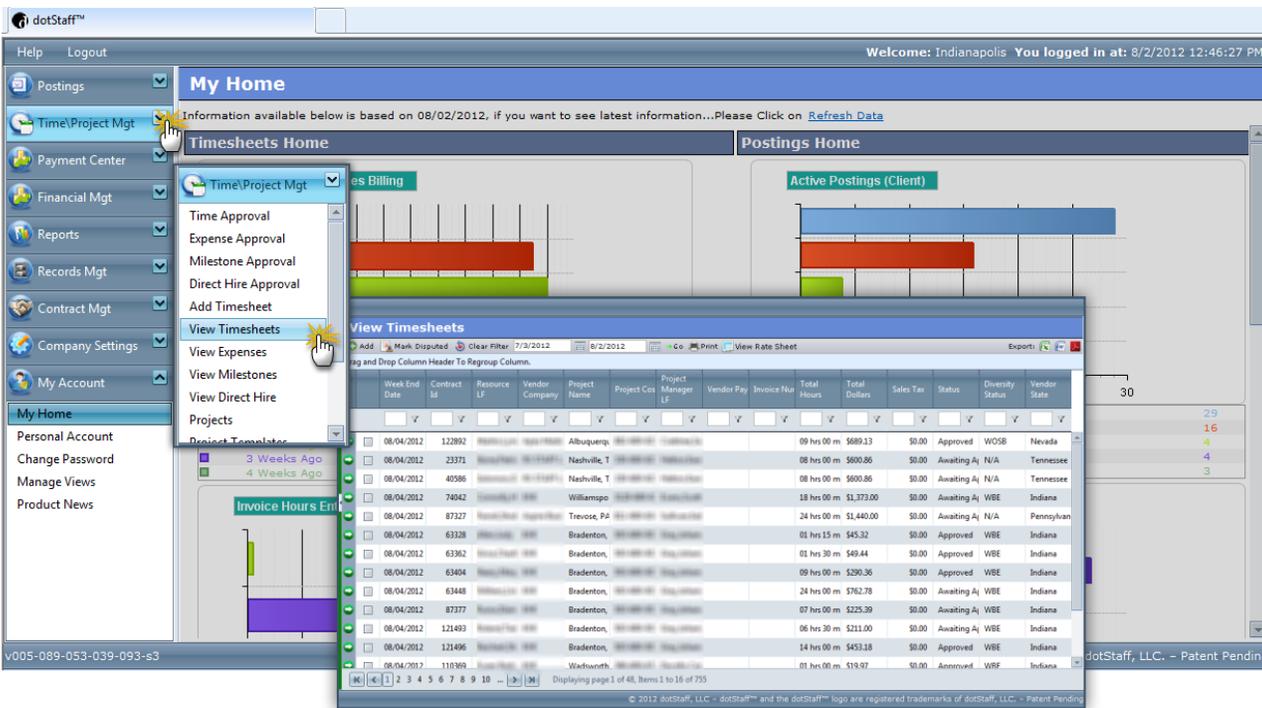


Figure 21 - Sample Report, Part II Scope of Services, C, Q8



The screenshot shows the dotStaff™ user interface. On the left is a navigation sidebar with options like 'Postings', 'Time/Project Mgt', 'Payment Center', 'Financial Mgt', 'Reports', 'Records Mgt', 'Contract Mgt', 'Company Settings', and 'My Account'. The main area displays 'My Home' with a 'Timesheets Home' section containing a bar chart and a 'View Timesheets' pop-up window. The pop-up window shows a table with columns for Week End Date, Contract Id, Resource Id, Vendor Company, Project Name, Project Manager, Vendor Pay, Invoice Num, Total Hours, Total Dollars, Sales Tax, Status, Diversity Status, and Vendor State. The table lists various timesheet entries with their respective details.

Figure 22 - Navigation Screen Shot for Supplier Management System, Part II Scope of Services, C, VII, Q 5

APPENDIX D – COMPLETED COST PROPOSAL WORKBOOK

Cost Proposal - NTE Bill Rate

Page 1

Appendix F - Cost Proposal - Section I		
Instructions: Please use this table to enter an hourly not to exceed (NTE) rate in the yellow shaded column.		
Job Title	Level	NTE Bill Rate
Architect - Junior	JAR1	\$102.98
Architect - Senior	SAR1	\$115.74
Business Analyst	BA1	\$46.69
Business Analyst	BA2	\$52.44
Business Analyst	BA3	\$58.89
Client Technologies Specialist	CTS1	\$35.57
Client Technologies Specialist	CTS2	\$40.07
Configuration Management Specialist	CMS1	\$52.90
Data Architect	DA1	\$79.63
Data Entry Operator	DE1	\$15.93
Data Entry Operator	DE2	\$18.03
Database Administrator	DBA1	\$53.11
Database Administrator	DBA2	\$64.89
Database Administrator	DBA3	\$77.76
Database Administrator	DBA4	\$81.84
Functional Architect	FA1	\$47.47
Functional Architect	FA2	\$56.92
Functional Architect	FA3	\$67.50
Functional Architect	FA4	\$81.82
Graphic Designer	GD1	\$33.14
Help Desk Analyst	HDA1	\$32.35
Help Desk Analyst	HDA2	\$35.55
Help Desk Analyst	HDA3	\$44.30
Help Desk Technician	HDT1	\$27.43
Help Desk Technician	HDT2	\$30.00
Help Desk Technician	HDT3	\$36.64
Product Specialist	PS1	\$50.42
Product Specialist	PS2	\$58.47
Product Specialist	PS3	\$76.55
Project Manager	PM1	\$58.02
Project Manager	PM2	\$70.99
Project Manager	PM3	\$83.57
Programmer	PR1	\$43.30
Programmer	PR2	\$51.31
Programmer	PR3	\$64.09
Programmer	PR4	\$75.92
Programmer	PR5	\$89.74
Quality Assurance Specialist	QAS1	\$45.97
Quality Assurance Specialist	QAS2	\$51.22
Quality Assurance Specialist	QAS3	\$67.57
Senior Business SME	SME1	\$107.24

Cost Proposal - NTE Bill Rate

Job Title	Level	NTE Bill Rate
Senior Database Architect	SDA1	\$95.85
Senior Project Manager	SPM1	\$120.49
Service Desk	SD2	\$28.76
Service Desk	SD3	\$31.13
Software Process Engineer	SPS1	\$41.90
Software Process Engineer	SPS2	\$46.68
Software Process Engineer	SPS3	\$62.92
System Administrator	SA1	\$47.12
System Administrator	SA2	\$53.62
System Administrator	SA3	\$66.76
System Specialist	SS1	\$42.32
System Specialist	SS2	\$49.72
System Specialist	SS3	\$61.03
Team Lead	TL1	\$69.32
Team Lead	TL2	\$74.05
Technical Architecture Specialist	TAS1	\$56.29
Technical Architecture Specialist	TAS2	\$63.83
Technical Architecture Specialist	TAS3	\$67.84
Technical Architecture Specialist	TAS4	\$75.16
Technical Writer	TW1	\$35.18
Technical Writer	TW2	\$42.74
Technical Writer	TW3	\$47.51
Telecom Engineer	TE1	\$41.10
Telecom Engineer	TE2	\$47.12
Telecom Engineer	TE3	\$55.77
Tester	Test1	\$41.61
Tester	Test2	\$48.46
Tester	Test3	\$57.06
Tester	Test4	\$63.46
Voice/Data Engineer	VDE1	\$37.69
Voice/Data Engineer	VDE2	\$45.89
Voice/Data Engineer	VDE3	\$52.94

Cost Proposal - MSP Fee

Appendix F - Cost Proposal - Section II	
Instructions: Please use this table to enter the MSP's percentage of the NTE bill rate in the yellow shaded cell.	
Managed Service Provider (MSP) Fee %:	1.87%

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: ME & IN

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

RIDER H
Debarment Form

Vendor Name: GuideSoft/Knowledge Services **PO #:** _____ **Date:** _____

Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary covered Transactions

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH
ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title, Authorized Representative

Signature

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the Department of Administrative and Financial Services, OIT determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the Department of Administrative and Financial Services, OIT determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the Department of Administrative and Financial Services, OIT may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Department of Administrative and Financial Services, OIT if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department of Administrative and Financial Services, OIT for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Administrative and Financial Services, OIT.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by the Department of Administrative and Financial Services, OIT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department of Administrative and Financial Services, OIT may terminate this transaction for cause or default.

IRS Publication 1075 – Tax Information Security Guidelines for Technology Services (from Exhibit 7)

EXHIBIT 7 - CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful

inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

The IRS and State Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Rider J – State of Maine Information Technology Nondisclosure Agreement
STATE OF MAINE
INFORMATION TECHNOLOGY
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

It is essential and critical that all Information Technology (IT) contractors/agents working with the State of Maine Office of Information Technology (and other State of Maine agencies which have access to systems, files, data, or documents) realize that many of these elements contain information relating to either Federal or State data, much of which is confidential in nature. For example, Maine Revenues Services, the Department of Human Services, Motor Vehicle, the Bureau of Employee Relations, to name only a few State of Maine agencies, are regulated by Federal and/or State laws pertaining to disclosure of information.

Therefore, it is essential that all information technology contractors/agents working with the State of Maine agree to recognize and conform to the following policies:

1. No contractor/agent shall disclose information relating to any data or information file accessed, viewed, provided by the State of Maine or otherwise entrusted to his/her keeping.
2. No form of data – source documents, input, hard copy, magnetic tape or disk, or other media – shall be removed from the State of Maine’s immediate possession, by anyone, without written authorization by the Chief Information Officer, Chief Technology Officer, or Director of the Agency Information Technology Applications area.
3. All data developed, accessed, viewed, or provided by the Office of Information Technology, or Agency Information Technology group, is the property of the State of Maine. Requests for copies, extracted data, etc., can only be authorized by the department that originally supplied it. All authorizations granting copy, extracting, or other permission must be in writing prior to release of the information.
4. Contractors/agents will make every reasonable effort to protect the integrity and the confidentiality of data accessed by, residing with, or entrusted to them.
5. Each contractor/agent realizes and fully understands that unauthorized disclosure or removal of information in any form may result in disciplinary action, personal fines, imprisonment, or other action, resulting from due process of the law.
6. Any contractor/agent who suspects that the integrity or confidentiality of any information entrusted to them or the Office of Information Technology/Agency IT unit has been compromised is responsible for immediately notifying the State of Maine Enterprise Information Technology Security Director, Chief Information Officer, or Agency Security Officer.

ALL INFORMATION TECHNOLOGY CONTRACTORS/AGENTS HAVING ACCESS TO INFORMATION SUPPLIED BY STATE OF MAINE INFORMATION TECHNOLOGY UNITS ARE REQUIRED TO READ AND SIGN A COPY OF THIS AGREEMENT, INDICATING ACKNOWLEDGMENT AND UNDERSTANDING OF THE ABOVE.

Signature

Date

If the signatory of this Agreement is advised they will come in contact with Federal Tax Information (FTI) or State Tax information, go to <http://inet.state.me.us/oit/employeeinformation/MRS/index.html> and complete the form. This document is not required unless your job requirements are such that you would have reason to access to or contact with that information.