



STATE OF VERMONT
STANDARD CONTRACT FOR PERSONAL SERVICES

Contract # 14016

1. **Parties.** This is a contract for personal services between the State of Vermont, (hereafter called "State") and Soltrix Technology with principal place of business at 14 Seaver Farm Lane, South Grafton, Mass. 05160, (hereafter called "Contractor"). Contractor's form of business organization is Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** As a result of the Pre-Qualification for Information Technology (IT) Services request for proposal (RFP) dated 4/01/2008 and the contractor's response, the contractor has been qualified by the State of Vermont to provide IT services in the category(s) of *Software Engineering*. Detailed services to be provided by the contractor will be described in subsequent Statements of Work (SOWs) from State Agencies. This process is outlined in Attachment A.
3. **Maximum Amount.** . In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, at a maximum amount not to exceed \$75,000.
4. **Contract Term.** The period of contractor's performance shall begin on Sept 29, 2008, and end on August 31, 2010. This contract may be renewed for a one year period at the discretion of the State.
5. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is required.
 - Approval by the CIO/Commissioner DII is required.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Cancellation.** Either party may cancel this contract by giving written notice at least 30 days in advance.
8. **Attachments.** This contract consists of 13 pages including the following attachments:

- Attachment A – Statement of Work and Proposal Process
- Attachment B – Payment Provisions
- Attachment C – "Standard State Contract Provisions," a preprinted form (revision date 5/23/08)
- Attachment D – Generic Statement of Work Agreement

9. Other documents. The RFP and Contractor response are hereby incorporated by reference. Each statement of work that is approved under this contract is also incorporated by reference.

We the undersigned parties agree to be bound by this contract.

STATE OF VERMONT

Date: 10/3/08
 Signature: [Signature]
 Name: Thomas Murray – CIO & Commissioner
 Agency: Department of Information & Innovation (DII)

Date: 10/07/08
 Signature: [Signature]
 Name: Raghu Nandan
 Title: President, Soltrix Technology Solutions, Inc.

ATTACHMENT A

General Requirements

The following is applicable to all work to be performed under this contract.

The Agencies or Departments within the State of Vermont will prepare project specific statements for work to be performed under this contract and submit them to qualified Contractor(s) for proposals. This is referred to as the SOW-RFP process and may include any or all of the following:

- a pre-proposal conference
- a question and answer period
- amending the SOW-RFP where necessary
- proposal evaluation
- award recommendation.

Contractor may submit a response to the statement of work and shall describe how the contractor is best situated to meet the requirements of the SOW following the format provided below. Proposed pricing for the work must be submitted as a fixed cost based on completion of deliverables as described in the SOW, inclusive of all expenses. Any cost of licenses, software or hardware must be specified separately. When the State decides which, if any, of the proposals reflect the State's best interest, a SOW agreement will be drafted and signed by both the Agency and the Contractor.

The Contractor will not be compensated for time spent developing proposals in response to a Statement of Work solicitation.

RESPONSIBILITY FOR SOW-RFP AND SOW AGREEMENT

The requesting agency has the primary responsibility for the management of the SOW-RFP process, for the resolution of SOW scope issues, and for authorizing any changes to the SOW Agreement. The requesting agency IT manager has the primary responsibility for the management of the work performed under the SOW Agreement including administration functions, issuing written directions; ensuring compliance with the terms and conditions of the contract; and, in conjunction with the selected contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

SOW PROPOSAL SUBMISSIONS

The requesting agency Procurement Officer will not accept proposals after the stated date and time. The SOW Proposal is to be submitted via e-mail as two attachments in Portable Document Format (pdf). The "subject" line in the e-mail submission shall state the SOW-RFP Project Name. The first file will be the technical response to this SOW-RFP and titled, "SOW-RFP Project Name Technical". The second file will be the financial response to this SOW-RFP and titled, "SOW-RFP Project Name Financial".

ORAL PRESENTATIONS/INTERVIEWS

Contractors and proposed staff may be required to make an oral presentation to State representatives. Significant representations made by a contractor during the oral presentation shall be submitted in writing. All such representations will become part of the contractor's proposal

and are binding, if the contractor is selected. The requesting agency will notify contractor of the time and place of oral presentations.

SOW AGREEMENT

Based upon an evaluation of SOW Proposal responses, a contractor will be selected to conduct the work. A specific Statement of Work Agreement will then be entered into between the State and the selected contractor, which will bind the selected contractor (SOW contractor) to the contents of its SOW Proposal, including the price proposal.

NON-DISCLOSURE AGREEMENT

In some cases, contractor may be required to sign a Non-Disclosure Agreement in order to protect confidential data within the control of the agency.

CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

The Department of Information and Innovation (DII) Enterprise Project Management Office (EPMO) will be performing contract management oversight on the contracts and statements of work (SOW) Agreements. As part of that oversight, DII EPMO reserves the right to monitor the progress of each and any statement of work in order to ascertain whether the contractor is completing its work in accordance with the SOW Agreement. If requested, the contractor agrees to provide relevant information on performance in a timely manner to DII. Contractors that refuse or otherwise fail to submit information as requested may be barred from further opportunities under this contract.

REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to insure adherence and to remain abreast of new or revised Laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- Health Insurance Portability and Accountability Act (HIPAA) [HIPAA \(Health Insurance Portability and Accountability Act of 1996\) — Agency of Human Services](#)
- The State's Enterprise Architecture Program at: [Policies and Procedures | Department of Information and Innovation](#)
- The State Information Technology Security Policy and Standards at: [Policies and Procedures | Department of Information and Innovation](#)
- The State Digital Imaging Guidelines at http://vermontarchives.org/records/standards/pdf/VSA_Imaging_Guidelines.pdf
- The State File Formats Policy at <http://vermont-archives.org/records/standards/pdf/FileFormatsPolicy2007.pdf>
- The State File Formats Guideline at <http://vermont-archives.org/records/standards/pdf/FileFormatsGuideline2007.pdf>

RETAINAGE

Agencies may withhold a percentage of the total amount due from each of the deliverables to be payable after final acceptance of the work.

INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in the SOW Agreement.

The SOW contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following written acceptance from the Agency that the deliverable is complete. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

Invoices should be sent to the Agency for which the work is being performed at the address provided in the SOW Agreement.

REPORTING

The SOW contractor and the Agency shall conduct progress meetings on a frequency to be determined as part of the SOW Agreement. A project progress report shall be submitted via email and shall contain, at a minimum, the following information:

- E-mail subject line: SOW Requesting Agency name, IT service category name, reporting period and "Progress Report".
- Work accomplished during the frequency period.
- Deliverable progress, as a percentage of completion.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

CHANGE ORDERS

If the contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the contractor and agency shall negotiate an acceptable price modification based on the contractor's proposed rates and scope of the work change. No scope of work modifications shall be performed until a change order is executed and approved by the State CIO.

ATTACHMENT B

PAYMENT PROVISIONS

Payment Schedule

Payment of services for each project under this contract shall be a fixed amount based on the Price Proposal submitted by the contractor and the resulting SOW agreement. For smaller projects, payment may be payable at completion of the work. For larger projects, contractor will submit a bill for services upon completion of specific deliverables in accordance with the SOW agreement.

When providing IT services in the category(s) listed, the maximum payable is \$75,000 and each category has a maximum amount under each service:

Software Engineering - \$75,000 Maximum

ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS
May 23, 2008

1. **Entire Agreement:** This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. **Applicable Law:** This contract will be governed by the laws of the State of Vermont.
3. **Appropriations:** If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority.
4. **No Employee Benefits For Contractor:** The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. **Independence, Liability:** The Contractor will act in an independent capacity and not as officers or employees of the State.

The Contractor shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent of the Contractor. The State shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Contractor shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Contractor.

The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Contractor.

6. **Insurance:** Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract. No warranty is made that the coverage's and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Contractor shall name the State of Vermont and its officers and employees as additional insurers for liability arising out of this contract.

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Contractor shall name the State of Vermont and its officers and employees as additional insurers for liability arising out of this contract.

7. **Reliance by the State on Representations:** All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.

8. **Records Available for Audit:** The contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and makes them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.
9. **Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor under this contract. Contractor further agrees to include this provision in all subcontracts.
10. **Set Off:** The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
11. **Taxes Due to the State:**
 - a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 - c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. **Child Support:** (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:
- a. is not under any obligation to pay child support; or
 - b. is under such an obligation and is in good standing with respect to that obligation; or
 - c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the contractor is a resident of Vermont, contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. **Subcontractors:** Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include all subcontract agreements and a tax certification in accordance with paragraph 11 above.
14. **No Gifts or Gratuities:** Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.
15. **Copies:** All written reports prepared under this contract will be printed using both sides of the paper.
16. **Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this contract is signed, neither contractor nor contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)

ATTACHMENT D

Example of Scope of Work, Proposal Format and Statement of Work Agreement

The following document is a generic representation of the Statement of Work (SOW) State requestors will write under this contract, the outline for Contractor response, and the resulting SOW agreement:

SCOPE OF WORK

PURPOSE AND BACKGROUND

PURPOSE

The {Agency} is issuing this SOW-RFP to obtain {describe services required.}

{AGENCY} BACKGROUND

{Provide a brief background of SOW Requesting Agency.}

PROJECT BACKGROUND

{Provide project background.}

PROJECT APPROACH

{Describe the approach required to meet the project's objectives.}

TECHNICAL REQUIREMENTS

{Describe all requirements to be performed by the contractor.}

DELIVERABLES

Deliverables are significant milestones within a project. Satisfactory completion of a deliverable justifies partial payment to the contractor of the total amount agreed to for a specific project. All deliverables must:

- Be presented in a format appropriate for the subject matter and depth of discussion.
- Be organized in a manner that presents a logical flow of the deliverable's content.
- Represent factual information reasonably expected to have been known at the time of submittal.
- Present information that is relevant to the deliverable being discussed.
- Be structured to fairly represent important milestones such that both the State's and the contractor's interests are protected.

DELIVERABLE/ DELIVERY SCHEDULE

Deliverables	Expected Completion:
Deliverable A	Date
Deliverable B	Date
Deliverable C	Date

SOW PROPOSAL FORMAT AND SUBMISSION

DUE DATE

Each contractor receiving this SOW-RFP must respond by the closing date/time as designated in the request for SOW Proposal.

FORMAT

A SOW Proposal shall provide the following:

- 1) Proposed Services – Work Plan
 - i) Proposed Solution: A description of the contractor's proposed solution to accomplish the specified work requirements, including dates of completion.
 - ii) Assumptions: A description of any assumptions formed by the contractor in developing the Technical Proposal.
 - iii) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
 - iv) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
 - v) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. Must include deliverables specified in SOW-RFP as well as other deliverables that may be proposed by contractor.
 - vi) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 2) Proposed Personnel
 - i) Identify all personnel by name and skill set who will be working on the project.
 - ii) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications to complete the work as required.
 - iii) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this SOW Agreement.
- 3) Subcontractors
 - i) Identify all proposed subcontractors and their full roles in completing the Scope of Work. Note: no work shall be subcontracted without knowledge of and approval by the State.
- 4) Proposed Facility
 - i) Identify contractor's facilities, including address, from which any work will be performed.
- 5) State Assistance
 - i) Provide an estimate of expectation concerning participation by State personnel.
- 6) Confidentiality
 - i) A contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the State's Public Record Law . Contractors are advised that, upon request for this information from a third party, the SOW Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.
- 7) Transmittal Letter
 - i) The contractor must submit a signed letter acknowledging the terms and conditions of the contract and any special requirements that may be included in a specific statement of work.

REQUIRED PRICE PROPOSAL RESPONSE

All pricing must be fixed cost, inclusive of all expenses and fees. Any licensing, software or hardware costs must be broken out separately from the deliverable costs. Contractors must follow the outline above for the delivery schedule but may include proposed deliverables not specifically identified by the agency, along with

an explanation for why the deliverable should be incorporated. The pricing proposal must be submitted as a separate document from the rest of the proposal.

EXAMPLE of
PRICE PROPOSAL FORM

PRICE PROPOSAL FOR SOW-RFP PROJECT NAME _____

Deliverables	Expected Completion:	Price
Deliverable A	Date	
Deliverable B	Date	
Deliverable C	Date	

The Price Proposal form must use the same deliverables as outlined in the Request from the Agency. It may include other deliverables as proposed by the contractor. The Price proposal must be submitted as a separate document from the rest of the proposal.

Sample Statement of Work (SOW) Agreement

SOW-RFP PROJECT TITLE _____ VISION PO

CONTRACT # _____

This Statement of Work Agreement ("SOW Agreement") is made this (date) by and between Statement of Work Contractor (SOW contractor) and the STATE OF VERMONT, SOW Requesting Agency.

1. Scope of Work

This SOW Agreement is bound by the terms and conditions of the Contract and shall not in any way amend conflict with or supersede the Contract. The SOW contractor shall, in full satisfaction of the specific requirements of this SOW Agreement, provide the services as described in the Scope of Work provided by the Agency.

The Scope of Work is described as: (insert description of work to be performed)

The Deliverables, expected date of completion and cost of each deliverable, inclusive of all expenses: (insert table of Deliverables including dates and cost)

2. Payment Provisions

The maximum amount payable under this agreement is (insert amount)). In no case shall the total amount payable, including any change orders or amendments that may arise, exceed (Insert maximum amount depending on type of contract) without written approval of the State of Vermont CIO.

Invoices must be submitted to: (Name and Address of person to receive invoices).

IN WITNESS THEREOF, the parties have executed this SOW Agreement as of the date hereinabove set forth.

SOW contractor Name: _____

By: insert name

Date

STATE OF VERMONT, SOW Requesting Agency

By: insert name

Date