

Commonwealth of Massachusetts – Holyoke Community College, in collaboration with other Massachusetts State Universities and Community Colleges

Request for Response – RFR

RFR 19-06

Financial and Business Intelligence Reporting and Budgeting SaaS Solution

February 22, 2019

THIS RFR IS A PUBLIC RECORD. ALL RESPONSES HERETO INCLUDING THE WINNING BID(S) SHALL BECOME PUBLIC RECORD AS OF THE DATE THE CONTRACT REFERENCED HEREIN IS AWARDED, AND CAN BE OBTAINED FROM HOLYOKE COMMUNITY COLLEGE, [HCC Public Records Request](#)

RESPONSES WILL BE CONSIDERED PUBLIC RECORDS, REGARDLESS IF THEY ARE MARKED AS “CONFIDENTIAL”, AND UNLESS EXEMPT UNDER APPLICABLE LAW.

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1. General Procurement Information

1.1. General Information

Lead Purchasing Agency: Holyoke Community College

Address: 303 Homestead Avenue, Holyoke, MA 01040

Procurement Contact: Brian Jackson

Telephone: 413-552-2203

Email address: bjackson@hcc.edu

Participating Agencies: Holyoke Community College, Northern Essex Community College and Westfield State University

RFR File Number and Title: RFR 19-06, Financial and Business Intelligence Reporting and Budgeting SaaS Solution

Attachments within this document:

- Attachment A – Business and Technical Requirements
- Attachment B – Detailed Cost Response
- Attachment C – Cloud Terms
- Attachment D – Accessibility Obligations for RFQ Bidders
- Attachment E – Template Statement of Work

Attachment not within this document:

- Attachment F – Required Forms

This Request for Response (“RFR”) does not commit the Commonwealth of Massachusetts (“Commonwealth”) or Holyoke Community College (“HCC”) or any of the participating Institutions of Higher Education (“Institutions”) to approve a Statement of Work, pay any costs incurred in the preparation of a Bidder’s response to this RFR or to procure or contract for products or services. HCC and all of the participating Institutions reserve the right to accept or reject any and all proposals received as a result of this RFR and to contract for some, all or none of the products and services as a result of this RFR. HCC and all of the participating Institutions further reserve the right to negotiate with any or all qualified Bidders and to cancel in part or in its entirety this RFR if it is in the best interest of any of the participating Institutions or the Commonwealth to do so. The participating Institutions reserve the right to amend this RFR at any time prior to

the date the responses are due. Any such amendment will be posted to the Commonwealth's procurement website, COMMBUYS (www.commbuys.com).

1.2 Eligible Bidders

Interested Bidders must email their bids to Holyoke Community College's Procurement Contact, Brian Jackson, bjackson@hcc.edu. Responses must be received no later than the response due date and time indicated in the Event Calendar below or they will not be evaluated. Bidders will also send to Brian Jackson one original paper response to facilitate our evaluation process as well as an electronic copy on one flash drive.

2. Agencies Participating

Multiple Massachusetts State Universities and Community Colleges are considering deploying Budget Planning Systems. The following institutions have joined to evaluate the responses and consider the viability of a collaborative procurement of a budgeting and strategic planning management system solution:

Holyoke Community College (Procuring)
Northern Essex Community College (Procuring)
Westfield State University (Procuring)
Bridgewater State University (Evaluating)

Respondents are invited to provide information regarding the capabilities of the budgeting and planning solutions available and the potential for multiple Massachusetts public institutions of higher education sharing a common budgeting and strategic planning platform. This procurement will be open to all Massachusetts Public Institutions of Higher Education.

3. Description of Procurement

HCC and the participating Institutions are issuing this RFR to solicit proposals from qualified Bidders to provide (1) cloud-based, software-as-a-service ("SaaS") software licenses ("Software"), (2) installation and configuration services, (3) maintenance and support, and (4) training and documentation for a Financial Planning, Analysis, Business Reporting and Budgeting SaaS Solution. It is anticipated that this RFR will result in a contract award to a single contractor. The Cloud Terms attached hereto as Attachment C will govern Bidder's provision of Software under the final contract.

The participating Massachusetts Public Institutions of Higher Education recognize the potential benefit derived from economies of scale in supporting a standard financial planning and budgeting solution.

The solution will deploy advanced business technologies to facilitate long range strategic planning across all functions, operations, and programs. Will provide a basis for tying resources to strategic initiatives and replace labor intensive spreadsheet budgeting that is incapable of sophisticated analytics.

- a) The system must be able to easily integrate directly with Ellucian's Banner Finance System keeping both budgeting environments in synchronization with each other on a scheduled basis.

- b) Import from Ellucian's Student Information System student statistical data to create Key Performance Indicators and Metrics.
- c) The solution must also be capable of importing data from the Commonwealth's Information Warehouses (incorporating data from the state's accounting system –MMARS, human resources and payroll system HR/CMS, and capital asset management system (CAMIS).

4. Term

Any Software license executed by any of the participating Institutions with the successful Bidder under this RFR will begin on the date that it is signed by each of the contracting Institutions and the Bidder ("Effective Date") and shall continue for a twelve (12) month period ("Initial Term"). Installation and configuration, and training and documentation will be provided by Bidder within the Initial Term unless otherwise agreed to by the parties in writing.

The Software will be renewable beyond the Initial Term for additional twelve (12) month periods (each, a "Renewal Term") and maintenance and support services purchased hereunder may be extended for as long as the Software licenses remain active.

5. Cost Response

The payment method will be **firm fixed price**. After the Initial Term, the Software, maintenance, and support will be renewable at the same rates provided in the Initial Term for three (3) Renewal Terms. Thereafter, Bidder will offer the Software, maintenance, and support services for additional Renewal Terms at a price increase of no more than three percent (3%) year over year.

The fixed price bid by each Bidder must be all-inclusive. Costs not specifically identified in a Bidder's response and accepted by the participating Institutions will not be compensated under any contract awarded pursuant to this RFR.

Bidders may propose multiple types of software, installation and configuration services, maintenance and support, and training and documentation, each with specific pricing. Bidders must clearly identify any interdependencies between any options proposed in this manner. The participating Institutions will evaluate each option to identify the best value purchase.

Detail the cost structure for licenses (refer to Table 1 below), indicate the licenses cost basis at each level of access. All pricing must be valid for a minimum of 120 days.

TABLE 1 - USER ROLES

Westfield State University

Role	Definition	Approximate No. of Users
Administrator	Defines security, menu structure, forms, and validates interfaces, including functions listed in the System Capabilities List	8
Full Edit	Enters data, prepares reports and dashboards	30
Data Entry and Import/Export	Enters and import/exports data	8
View and Drill	View and Drill only	55

Holyoke Community College

Role	Definition	Approximate No. of Users
Administrator	Defines security, menu structure, forms, and validates interfaces, including functions listed in the System Capabilities List	6
Full Edit	Enters data, prepares reports and dashboards	60
Data Entry and Import/Export	Enters and import/exports data	6
View and Drill	View and Drill only	75

6. Description of Requested Software and Services

6.1. Software

The proposed Software must include the functionality provided in Attachment A and must comply with the Cloud Terms provided in Attachment C. Bidders may only propose product versions that are fully released (e.g., not “alpha” or “beta” releases) by the RFR response deadline.

6.2. Implementation and Configuration

Implementation and Configuration services will be provided under a Statement of Work in the form of Attachment E hereto. During all phases of implementation and configuration, Bidder must work alongside the participating Institutions technology subject matter experts (SME’s) to configure and implement the requirements defined within this RFR for their respective areas. Bidders must specify any additional, necessary hardware and software required to implement the Software.

6.3. Maintenance and Support

The proposed maintenance and support must include the functionality provided in Attachment A. Bidder will provide maintenance packages for all, or a portion of the Software licenses purchased by any of the participating Institutions, including without limitation patches, upgrades, and fixes. The participating Institutions will be under no obligation to purchase maintenance for each Software license purchased or to purchase maintenance for the entirety of the Software license term.

7. Training Services and Documentation

7.1. Training courses and materials must be provided for all end-users. On-site training, must occur at campus facilities during normal business hours at times agreed upon by Bidder and the participating Institutions. Training may occur remotely online and include video, digital reference or training materials.

8. Warranty

The Bidder must provide warranties for the Software, including:

- a. Bidder must warrant that, for a minimum of twelve (12) months (the “**Warranty Period**”) after the participating Institutions finally accepts pursuant to Sections 1 and 2 of the Commonwealth’s Terms and Conditions, any Software delivered by Bidder under this RFR will substantially conform to the applicable Specifications. Bidder does not warrant, however, that the Software or any portion thereof is error-free. If the participating Institutions discover a non-conformity in the Software during the Warranty Period, then the Bidder’s entire liability and the participating Institutions’ exclusive remedy shall be as follows: Bidder shall use commercially reasonable efforts, at its option, to (1) correct the non-conformity, (2) provide a work around or software patch (a “**Fix**”), or (3) replace the Software. If Bidder is unable to remedy non-conformity within a reasonable period of time, then the participating

Institutions may terminate any agreement related to the Software effective immediately upon written notice to Bidder. On occurrence to this event Bidder shall promptly pay to each participating Institution an amount equivalent to all amounts paid by each Institution for (i) software license fees (or SaaS equivalent) and (ii) maintenance services for the current year and (iii) all amounts already paid and not yet rendered or goods not yet delivered and accepted by the participating Institutions. Any replacement or error correction will not extend the original Warranty Period. During the Warranty Period, Bidder will not charge for parts, labor or transportation.

- b. As used in this RFR, “**Specifications**” means (i) the requirements for the software set forth in this RFR; (ii) the software’s functional, performance, and interoperability requirements set forth in any agreement entered hereunder (e.g., a license agreement or SaaS agreement); (iii) the Bidder’s Response to this RFR, including all amendments thereto and responses to requests for clarification or requests for best and final offer, and including all associated response forms, attachments, and exhibits and (iv) to the extent not inconsistent with the foregoing, the software publisher’s published specifications and documentation for the Software.
- c. The Bidder must warrant that the Software does not infringe on any existing intellectual property rights of any third party and that the Bidder has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation into the Software. Bidder must also warrant that if a third party claims that the Software infringes upon a third party’s intellectual property right (including patent, copyright, trade secret or trademark), or if the Software is likely to become the subject of a claim of infringement, Bidder shall, at its sole option and expense, secure for the participating Institutions the right to continue using the Software; or replace or modify the Software so that it becomes non-infringing. Bidder must also warrant that Bidder shall (i) defend the Institutions against any third party claim that the Software infringes a patent, or a copyright enforceable in a country that is a signatory to the Berne Convention, and (ii) pay the resulting actual costs and damages actually awarded against the Institutions by a court of competent jurisdiction or the amounts stated in a written settlement signed by Bidder. The Bidder must agree that the foregoing obligations are subject to the following: The participating Institutions (a) notifying the Bidder promptly in writing of such claim, (b) granting Bidder sole control over the defense and settlement thereof and (c) reasonably cooperating in response to Bidder’s request for assistance. The Bidder must agree that nothing contained in any agreement entered under this RFR shall abrogate the right of the Commonwealth’s Office of the Attorney General to defend and control, at the participating Institutions’ expense, the defense of participating Institutions in connection with such claims.
- d. The Bidder must warrant that the licensed copy of the Software provided to the participating Institutions contains or will contain neither any Self-Help Code nor any Unauthorized Code. Bidder further warrants that Bidder will not introduce, via modem or otherwise, any code or mechanism that electronically notifies Bidder of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the participating Institutions’ use of or access to any program, data or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the software provided to the participating Institutions. The warranty is referred to in this RFR as the “**No Surreptitious Code Warranty**”. The Bidder will defend participating Institutions against any claim, and indemnify participating Institutions against any loss or

expense arising out of any breach of the No Surreptitious Code Warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

- e. As used in this RFR, “**Self-Help Code**” means any back door, time bomb, drop dead device, or other software routines designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support. As used in this RFR, “**Unauthorized Code**” means any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.
- f. The Bidder must covenant that Bidder shall not reference participating Institutions in any promotional materials, advertising or press releases including but not limited to use of any of the participating Institution’s name or logo without first obtaining each Institution’s prior written approval for such use.
- g. The Bidder must warrant that there is no pending litigation involving the Bidder or the Software that may impair or interfere with participating Institutions’ and the participating Institutions’ right to use the Software. Furthermore, the Bidder must warrant that there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

9. Order of Precedence

The contract resulting from this RFR shall consist of the following documents in the following order of precedence:

- (1) The Commonwealth’s Terms and Conditions;
- (2) The Commonwealth’s Standard Contract Form;
- (4) The Bidder’s response thereto;
- (5) This RFR (as it may be amended by participating Institutions);
- (6) Any Statement of Work or other agreement negotiated between and executed by the parties; and
- (7) The Bidder’s response hereto (including all amendments thereto and responses to requests for clarification or requests for best and final offer).

10. Event Calendar

All times in this RFR are in prevailing Eastern Standard Time.

Event Calendar

Procurement Step	Due Date	Time
RFR Posted on COMMBUYS	2/22/2019	3:00 PM EST
Bidder Questions Due	3/1/2019	4:30 PM EST
Responses to Questions posted to COMMBUYS (estimated date)	3/8/2019	4:30 PM EST
RFR Response Due	3/22/2019	4:30 PM EST
Presentations and Demonstrations	(3/25/2019 to 3/29/19)	TBD
Vendor Reference check complete	4/5/2019	
Award Notification Date (estimated)	4/26/2019	5:00 PM EST
Contract Executed (estimated)	5/24/2019	
Implementation and Training	(7/1/19 to 8/30/2019)	TBD

Dates may be revised due to unforeseen circumstances. Every effort will be made to inform respondents of changes to the timeline.

11. Submitting Questions

The “Bid Q&A” provides the opportunity for Bidders to ask written questions and receive written answers regarding this Bid. All Bidders’ questions must be emailed to Brian Jackson, bjackson@hcc.edu or submitted through the Bid Q&A found on COMMBUYS (see below for instructions). Questions may be asked only prior to the Deadline for Submission of Questions stated in the Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. It is the Bidder’s responsibility to verify receipt of questions.

Please note that any questions submitted using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder’s question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, or otherwise objectionable, including information about the Bidder’s company or other companies. The SST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Bid.

All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.

It is the responsibility of the prospective Bidder and awarded Bidder to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder’s contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no

responsibility if a prospective Bidder's/awarded Bidder's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Bidder's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded Bidder and the Purchasing Department to be lost or rejected by any means including email or spam filtering.

12. Presentations and Demonstrations

In its discretion, the participating Institutions may invite Bidders to participate in an oral presentation, including a demonstration of the proposed Software. The participating Institutions may use these demonstrations and oral presentations to clarify aspects of the Bidder's response or to inquire as to the Bidder's approach, recommendations, and experience and product maturation. The participating Institutions may adjust its scoring of a prospective Bidder based on the Bidder's performance during product demonstrations and/or oral presentations. All Bidder's products used in the course of the demonstration must be listed and priced on the cost response form.

The participating Institutions reserve the right to apply restrictions to the structure and content of Bidders' product demonstrations and oral presentations. Demonstrations and presentations shall not be open to the public nor to any competitors.

Oral presentations and/or demonstrations are to be given by the Bidder at a location(s) in Massachusetts as determined by participating Institutions. The schedule of the Software demonstrations and oral presentations will be arranged directly with the Bidders selected by the participating Institutions. Failure of a Bidder to agree to a date and time may result in rejection of the Bidder's response. Failure to appear at the scheduled time of the presentation may result in disqualification, reduction of points or other action that the participating Institutions deems appropriate.

Evaluators of Responses to this RFR may or may have participated in vendor demonstrations, presentations, and webinars of potential Bidders to this RFR.

13. Evaluation Criteria

The responses to this RFR will be evaluated based on the criteria listed below. The criteria are listed in descending order of importance. The procurement management team reserves the right to remove from further consideration non-responsive bids, bids that do not meet the RFR requirements, bids that do not meet the Commonwealth's threshold budgetary requirements, and bids that include attempts by the Bidder to alter the Commonwealth's standard legal terms. Extraneous marketing or promotional materials will not be evaluated.

Responses will be evaluated based upon:

- a. Quality of product functionality and fit to requirements as stated in this RFR. – 45%
- b. Ease of future administration and maintenance. – 10%
- c. Transparency/ease/effectiveness/level of software configuration and support. – 5%
- d. Experience of other customers identified in Bidder's references, including prior and recent experience in configuring software of similar scope and functionality. -5 %
- e. Time for delivery – 10%
- f. Price – 25%

14 Bidder Responses

Bidders' responses must include, at a minimum, the following:

14.1 A Cover Letter in which the Bidder states that it agrees to the terms of this RFR, including the attachments hereto, and that its Software, implementation and configuration services, maintenance and support, and training and documentation comply with the requirements of this RFR. Cover letter must include a contact name and contact information.

14.2 Business and Technical Requirements

You will submit two separate proposals, a Technical Proposal and a separate Pricing Proposal. These proposals must be clearly identified as such on the outside of the envelope containing each document. Failure to follow these instructions could result in a proposal deemed non-responsive.

Technical Proposal

Please provide one original paper response to facilitate our evaluation process as well as an electronic copy on one flash drive (separate from the Pricing Proposal)

1. Brief Transmittal Letter
2. Statement of Qualifications
3. Description of Services and Miscellaneous Information
 - a. Fully completed version of Attachment A hereto, "Business and Technical Requirements."
 - b. An unlocked, editable copy submitted in MS Word format of any relevant warranties; SaaS agreements; software maintenance agreements; maintenance and technical support descriptions for any available levels of maintenance and support (e.g., silver, gold, platinum, etc.), *including detailed service levels and response times for incidents of varying levels of severity*; and any other boilerplate forms related to the procurement of the Bidder's proposed Software. The Commonwealth will not be bound by any agreements that are not included in the response and that the Commonwealth has not signed or agreed to in a signed document.
 - c. A description of three successful implementations of the proposed Software at a similar scale to the scope proposed in this RFR. References and full contact information of at least one person at each of the three customer entities who can discuss in detail the work performed by the Bidder should be provided.
 - d. The timeframe for activation of the subscription once a purchase order is issued (which should not exceed thirty (30) days from receipt of the purchase order). Unless otherwise agreed upon by the participating Institution.
 - e. Copies of training course descriptions; explanation of the units and copy of syllabi.

14.3 Detailed Cost Response

Pricing Proposal

Please provide one original paper response to facilitate our evaluation process as well as an electronic copy on one flash drive (separate from the Technical Proposal)

1. Cost of Implementation, Maintenance, Licensing, Training, etc.
2. Statement of Ongoing Fees
3. Other Pricing Information
 - a. Fully completed copy of Attachment B hereto. All Bids and pricing must be valid for a minimum of one hundred twenty (120) days after submission.
 - b. A list of the Bidder's assumptions in connection with its bid (if any).
 - c. Additional documentation listed in Attachment B must be appended to Bidder's Cost Response.

14.4 Information Requested

- a. Company Name (please list parent company as well)
- b. Company Address
- c. Company Website
- d. Contact name and information (e-mail address required)
- e. Provide a description of your company and the basis of your expertise in offering a response to this RFR.

15 Public Records

All responses to this RFR will be public record under the Commonwealth's Public Records Law, Mass. Gen. L. Ch. 66 s. 10, regardless of confidentiality notices set forth on such writings to the contrary.

ATTACHMENT A
Business and Technical Requirements

The participating Institutions have identified the following requirements as either mandatory (“M”) or desirable (“D”), which is reflected in the “value” column. As part of the RFR response requirements, Bidders are asked to use the “comply” column to provide information about how the proposed solution meets the requirement.

A no (“N”) requires no further description.

A yes (“Y”) indicates that the product meets the requirement and is fully functional in the product proposed in the RFR response.

A limitations (“L”) indicates that the solution has some functionality; an explanation should be provided in the RFR response.

A significant modification required (“S”) indicates that the solution could meet the requirement only with significant configuration, customization, and/or use of third party software; an explanation should be provided in the RFR response.

Vendors are required to use the table format to respond to each item listed as part of their submission. Explanations to a response should be provided on a supplementary page, referring to the item number shown in the “#” column.

The solution must be web-based and meet the following requirements:

- a) Support for the system software, database, upgrades and maintenance must be the responsibility of the vendor or third party partner.
- b) The application must be accessible over the internet using commonly available browsers, to include the latest versions of Internet Explorer, Safari, Firefox, and Chrome.
- c) The vendor must establish that the application is both physically and logically secure by documenting system redundancy, daily back up of data, and same day data restore of lost files with provisions for business continuity and disaster recovery.
- d) The application must allow for multiple participants and minimally five (5) years of future budget assumptions and projections.

Information solicited. Answers are to be based on unmodified system functionality:

Does application have the capacity to support a multi-entity single instance environment that will permit each entity a separate and independent identity? In a multi-entity environment, could each participating Institution configure their organizational hierarchy and their chart of accounts independently of each other? Describe any limitations and requirements necessary to have a multi-entity environment.

If supported, what would be the cost savings of a multi-entity environment versus multiple single entity environments?

- e) Salary and Position Control Planning functionality that will automatically calculate wages, benefits, and associated labor costs, as well as model different employee classes and union contracts.

System Capabilities /Functional List

#	General Requirements	Value	COMPLY Y/N/L/S
A.1	Convert at least 5 years of adopted operating expenses (“OpEx”) and capital expenses (“CapEx”) budgets and actual expenses from access databases, Commonwealth Information Warehouse (“CIW”) database imports, and other sources of financial data into the proposed software	D	
A.2	Maintain access to historical OpEx and CapEx budgets from 5 previous years	M	
A.3	Support the organization of information by participating Institutions -defined hierarchical levels, including departments with a parent child-relationships and other project types	M	
A.4	Create and track an unlimited number of budget/forecast scenarios	M	
A.5	Ability to project future personnel and operational expenses for a minimum of 5 years	M	
A.6	Forecasting capabilities for revenues, expenditures, and capital projects	M	
A.7	Ability to extract and manipulate data from Banner and Commonwealth’s Data Warehouses containing data from MMARS (accounting), HR/CMS (HR/payroll), and CAMIS (capital assets) systems	M	
A.8	Two-way, real time data integration with participating Institutions Ellucian Banner Finance Oracle databases. Optionally, can feeds be scheduled during periods when system is unavailable?	M	
A.9	Integrate the payroll structure (bi-weekly payroll, multiple pay plans and collective bargaining units)	M	
A.10	Automatic calculation of fringe benefits based on position variables	M	
A.11	Position-based budgeting that permits allocation of personnel dollars to multiple projects or cost pools	M	

#	Workflow Requirements	Value	COMPLY Y/N/L/S
B.1	Easy-to-understand end user interface	M	
B.2	Easy-to-understand budget worksheet that specifies the due dates for submission of budget deliverables	M	

B.3	Ability to allow multiple users to work simultaneously on the same document	M	
B.4	Ability to establish a variety of roles within a workflow process	M	
B.5	Allow different levels of security based on the user's role in budget workflow process	M	
B.6	Provide email notification as part of the workflow	M	
B.7	Hierarchical budget review capability	M	
B.8	Real time viewing and access to budgets, irrespective of approval status	M	
B.9	Budget development work flow with multiple reviews as necessary	D	
B.10	Provide for a point in the budget development process where changes to budget are controlled by a formal budget change tool only	M	
B.11	Audit tracking/audit trail of budget changes by:	M	
	Who made change	M	
	When change made	M	
	Description of change	M	

#	Budget Compilation Requirements	Value	COMPLY Y/N/L/S
C.1	Ability to develop projections and base budgets for both OpEx and CapEx directly in the system, ability to copy and use prior year's budget or actuals as starting point	M	
C.2	Support "spreading" budgets for both OpEx and CapEx across months or years or the ability to enter budget line items by month	M	
C.3	Onscreen view of actual costs vs budget amounts on monthly, quarterly, or annual basis; also available as printed reports	M	
C.4	Ability to apply increases/decreases at multiple levels within the GL String Structure in Banner; changes made at one level automatically flow to other budget levels; changes highlighted to show impact	M	
C.5	Provide tools to reconcile and budget/forecast for salary and benefit costs, including:	M	
	Salary and benefit planning by position (including vacancies)	M	
	Cost of living and benefit rate calculations	M	
	Ability to add new/missing positions with default budget information	M	
	Ability to move positions from one budget department/grant/project to another	M	
	Ability to distribute positions to multiple departments/grants/projects	M	
C.6	Position based budgeting, allowing departments to view	M	

	unallocated salary dollars		
C.7	Ability to segregate requests for new money (appropriations) as separately identifiable amounts with accompanying justification narrative	M	
C.8	Support the addition of descriptions, comments, or notes to budget line items	M	
C.9	Permit the attachment of supporting documents at all budget levels	M	
C.10	Allow for formal budget changes to be created individually or bundled together and presented as “decision package”; once approved, changes to be loaded into the affected budgets; ability to reverse changes as necessary	M	
C.11	Support the automated roll up and consolidation of budget by accounting units, fund, categories, programs, and accounts	M	

#	Budget Process Management (BPM) Requirements	Value	COMPLY Y/N/L/S
D.1	Ability to use different budget methodologies – incremental, performance, and actuals-based.	M	
D.2	Must include "phases" used in the budgeting process - requested, proposed, and approved.	M	
D.3	Ability to roll data from one phase to the next.	M	
D.4	Consolidations By Funds (Appropriations and Trusts, Revenues, and Capital Funds).	M	
D.5	Consolidations by organizational structure and ability to add and use multiple dimensions to each budget item (i.e. programs, 3-yr plans) by unit code and EOTTS-wide.	M	
D.6	Ability to change organizational/account structure simply, (preferably with "drag and drop" methodology).	M	
D.7	Expenditures and Revenue Consolidations - Create object code budgets for any level in the hierarchy of the Commonwealth's chart of accounts (Fund, Executive Sponsor, Unit, Location, Project, Cost Pool).	M	
D.8	Ability to differentiate between "base budget" request and "business submission" requests that are displayed separately until approved by EOTSS senior management.	M	
D.9	Ability for Budget Team and CFO to identify phases for all budgets.	M	
D.10	Ability for CFO, Budget Team, and Chargeback Team to edit budgets or service proposals.	M	
D.11	Ability for budgets to be updated instantaneously and seamlessly as changes are made and/or service proposals are approved.	M	
D.12	Must allow for creation of a “current year forecasts” that are separately identified from the approved budget.	M	
D.13	Import data from Commonwealth's Data Warehouses on an establish schedule	D	

D.14	Ability to create an unspecified number of budgets for each fiscal year.	M	
D.15	Must allow for allocation of costs into revenue budgets of associated units based on variables defined by the Chargeback Team; preferably allow for allocation base on Excel or Access database link/import.	M	
D.16	Must allow for manual entry of budget details by Campus Budget Managers.	M	
D.17	Must interface with excel, existing access databases, and Commonwealth's personnel system	M	
D.18	Ability to schedule and manually run process to interface data between systems.	M	
D.19	Ability to interface Cloud Service enterprise system with future Personnel and ERP systems	M	
D.20	Ability to automate Budget Journal Entries including budget transfers and use an import function from MS/Excel	M	
D.21	Ability to effectuate changes to the budget using metrics, unit costs, revenue drivers, cost lever calculations impacting budget outcomes.	M	
D.22	Ability to build a multi-year capital plan including project tracking as well as Multi-year and Rollover Impact Reporting.	M	
D.23	Ability to develop the overall budget via approval process: for example: Departments>Divisions/Colleges>VP sign off>Finance Office Consolidation of Results using financial target management	M	
D.24	Produces (in total or in part) a final, publishable and editable budget book that will be used for senior management and public information in a format compatible with Microsoft Office Suite of products and Adobe Acrobat.	M	
D.25	Ability to support schedule maintenance for multi-year, incremental operating costs related to maintenance agreements and other contractual obligations.	M	
D.26	Ability to support financial modeling for Program Evaluation, Pro Forma Development, Cost Benefit Analysis, Risk Analysis, etc.	M	

#	Budget Analysis & Reporting (BAR) Requirements	Value	COMPLY Y/N/L/S
E.1	Ability to easily categorize revenue and expenditure accounts into editable categories in multiple hierarchical levels based on the Institution's chart of accounts.	M	
E.2	Users can create and maintain reports – no vendor support or Technology Services involvement needed.	M	
E.3	Internal dashboard and analytics.	M	
E.4	Must provide for creation of ad-hoc reports based on the user's needs.	M	

E.5	Reports should be able to display any piece of data (position, full time employee (“FTE”) count, expenditure or revenue Object code, etc.) sorted by any hierarchical level, fund, org, department, etc.), for at least a five-year period.	M	
E.6	Reports must be able to be generated by Budget and Auxiliary Teams, and unit Budget Managers in a user-friendly, easy-to-understand manner that does not require extensive coding, database management, etc.	M	
E.7	Reports must be able to be exported or copied into budget narrative documents.	M	
E.8	Ability to easily see appropriation and/or net fund status by hierarchical level (i.e. sum of expenditures minus revenues in an appropriation, fund, or program).	M	
E.9	In accordance with budget guidelines, the system must create reports that include prior year actuals, current-year approved, current-year forecasts, and next year’s requested/proposed/approved budgets.	M	
E.10	Ability to create trend reports using 5 years of prior years’ actuals with current-year approved, current-year forecasts, and next year’s requested/proposed/approved budgets.	M	
E.11	Installed reports should include all standard monthly, quarterly, year-to-date, actual to budget financial reports and comparisons with prior periods, such as prior month, prior quarter, and prior year to date.	M	
E.12	Ability to provide 24/7 toll-free support line for problem reporting and resolution.	D	

#	Projecting, Forecasting, & Reporting (PFR) Requirements	Value	COMPLY Y/N/L/S
F.1	Newly created scenarios available to all users and ability to support multiple types of "what-if-scenarios" for example, changes to revenue related to enrollment impacts on Residential Life and Dining.	D	
F.2	“What if” scenarios at department/grant/project/program level	M	
F.3	“What if” analysis/simulation based on changes of key inputs, with output reports that identify the resulting changes	M	
F.4	Record and report on changes made between budget versions	M	
F.5	Allow reviewers/approvers to add comments to budget request documents or object codes	M	
F.6	Allow for viewing of all comments related to a given report or template (Budget Comments Report)	M	
F.7	Track and report on variance analysis including: Calculate variances (between budget/actual or year over year)	M	
	Allow end users to input variance explanations for those accounts over a \$ or % variance threshold		
F.8	Ability to create report as template (create report once) and support delivery of same reports over multiple mediums including Word, Excel, web, pdf, print, etc	M	
F.9	Provide graphical analysis including: display financial data as tables,	M	

	graphs, and charts		
F.10	Ability for end users to create, customize, and maintain reports by users without need for IT or programming resources	M	
F.11	Provide multi-dimensional report based on category code structure with drop down menu:	M	
	By fiscal year	M	
	By fund	M	
	By accounting unit	M	
	By project, or program	M	
	By accounts	M	
	Executive Sponsor		
F.12	Provide reports with capability to provide multi-year comparisons of budget or actual amounts	M	
F.13	Ability for end user to create reports for different scenarios for multi-year operating and capital budgets	M	
F.14	Allow end user to copy prior actuals, forecasts and/or budgets into current version by (See F.11 above) dimensions, as needed, to reduce repetitious data entry	M	
F.15	Ability to track grant or project across multiple years, including life to date reporting for all costs charged to the grant or project	M	
F.16	Provide graphical analysis including: display financial data as tables, graphs, and charts	D	
F.18	Full field search capability	M	

#	Personnel Budgeting & Reporting (PBR) Requirements	Value	COMPLY Y/N/L/S
G.1	Must be able to import employee/position data from the Commonwealth's personnel system, with associated information (anniversary date, salary, position title number, etc.) and cost data (salary tables, social security, wage-based fringe benefits (such as life insurance), health insurance plan choice, dental insurance plan choice, etc.)	M	
G.2	Must maintain budgeted FTE counts for at least 5 years and for all phases (request, proposed, approved).	M	
G.3	Must allow for changes to positions such as FTE amount, allocation between units, salary, etc.	M	
G.4	Point In Time Census Reporting	M	
G.5	Personnel Change Management - tracking, integration, automation of HR Forms: Recruit & Hire, Vacancy, Permanent or Temporary Personnel Changes.	M	

G.6	Automation of Human Resource forms requiring approval of Personnel Changes based on an authority hierarchy	D
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#	H. Additional Requirements for Capital Budgets & Reporting (CBR) Requirements		
H.1	Must allow for creation of capital project budgets including phases and 5-year budgets.	M	
H.2	Must allow for easy updating of future year operating budget impacts within the operating budget module.	M	
H.3	Must allow for inputting of future Five Year Capital Program projects for forecasting and future-year budgeting.	M	
H.4	Ability to provide project tracking and status at all times.	M	
H.5	Create capital specific report packages for review process to include: project summaries, project detail reports, funding source summaries, and reserve fund projections	M	
H.6	Report by funding source, asset type or class	M	
H.7	Track operating impacts for each capital project and associate them with respective operating budget	M	
H.8	Allow user to select from a list of templates to create a new capital project (template to include object codes used in specific project types)	M	
H.9	Track actual costs against budgeted amount for each approved capital project	M	
H.10	Provide ability to rank or prioritize projects based on user defined criteria	M	
H.11	Attach documents and/or pictures to projects	M	
H.12	Ability to enter notes/commentary for internal purposes	M	
H.13	Access to current year actual costs, as well as project-to-date costs	M	
H.14	Ability to enter start and end dates for projects	M	
H.15	Unlimited scenario budgeting at the project level	M	
H.16	Reserve tracking with opening balances, funding requirements, contributions, and closing balances for each reserve with information available "real time"	M	
H.17	Associate each project with a status – open, on-hold, cancelled, closed	M	
H.18	Ability to show relationships between projects such as project phases	M	
H.19	Support cost driver based budgeting including formula driven values	M	
H.20	Support increases/decreases to specific line items or project level for forecasting purposes	M	
H.21	Ability to project debt service requirements over the length of the amortization period	M	
H.22	Import project funding and status from Commonwealth's Data Warehouse (MMARS & CAMIS)	D	
#	Budget Approval Process Requirements	Value	COMPLY Y/N/L/S

I.1	Exchange of information with departments on areas of concern prior to Budget Officer review meetings	M	
I.2	Flexible reporting capabilities to provide meaningful information on “as needed”	M	
I.3	Workflow tracking of budget requests with cumulative total of approved, denied, pending	M	
I.4	Ability to notify departments of requests for additional information needed to support enhancement requests	M	
I.5	Ability to notify departments by email of final status of budget requests	M	

#	Dashboard Requirements	Value	COMPLY Y/N/L/S
J.1	Ability for systems administrators and users to establish dashboards – graphical visualizations of important budget data	M	
J.2	Describe numbers of dashboards that can be created	M	
J.3	Ability to create chart types using the following elements:	M	
	Line	M	
	Scatter	M	
	Area	M	
	Bar	M	
	Horizontal grouped bar	M	
	Line and bar combination	M	
	Pie	M	
	Bullet	M	
J.4	Provide budget portal to transfer dashboard reports to webpage	M	
J.5	Ability to display report, either standard or custom, via dashboard	M	
J.6	Ability for user to customize dashboard elements and placement	M	
J.7	Ability to display any combination of data or information	M	
J.8	Ability to use dashboard feature to communicate with other users via simple text images and/or embedded video	D	
J.9	Ability to drill down to underlying detail from dashboard	M	
J.10	Include sample screenshot(s) of dashboards	M	

ATTACHMENT B
Detailed Cost Response

BIDDER NAME: [BIDDER COMPLETE]

Bidder must complete the following:

Bidder responses must support the number of users and user roles defined in Section 5 Cost Response Table 1. Bidder is encouraged to quote per user costs by user role based on the total number users collectively from the participating Institutions.

Bidders must include the total projected costs in Table 2 below.

TABLE 2
IMPLEMENTATION AND CONFIGURATION, TRAINING AND DOCUMENTATION

Service	Cost
Implementation and Configuration: include proposed timeline, itemized costs (e.g. testing, tune-up, etc.).	
Training of the Institution’s technical personnel and administrators. Training costs must include provision of applicable documentation for each trainee.	

Software (SaaS) Subscriptions

Bidder must provide the costs per user of the Software for a twelve (12) month period or Bidder must specify if it provides a perpetual license model. Bidder should specify all relevant attributes in Bidder’s subscription model (e.g., volume thresholds, server-based, per seat (machine/device-based), processor-based, capacity-based (e.g., some functional/measurable unit, such as # of mailboxes), etc.

TABLE 3
SOFTWARE (SAAS) SUBSCRIPTION

Description of Subscription	Cost per User

Maintenance and Support

Bidder will supply support via online helpdesk and toll-free phone number, at a minimum during Business Hours (Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time), and 24x7x365. Bidder must provide documentation describing maintenance and support packages, applicable SLAs, and all costs for such maintenance and support packages. Maintenance and support fees must remain fixed for the first four (4) years of any resulting contract and must not increase more than three percent (3%) year over year thereafter.

Per-End User Cost

Bidders provide the following information:

**TABLE 5
ENTERPRISE COSTS ON AN END-USER BASIS**

Number of Users	Cost per end-user per year (software license only)	Cost per end-user per year (maintenance and support only)	Cost per end-user per year (software license and maintenance and support)
50			
51-100			
101-200			
201 or more			

APPENDIX C

Cloud Procurement Terms

The following legal terms apply to subscriptions to cloud offerings (each referred to as the “Service”) by an eligible entity (“Customer”) within the Commonwealth of Massachusetts (“Commonwealth”). These terms shall supplement any terms provided by the service provider (“Service Provider”). Changes to the terms below that adversely affect the Commonwealth must be approved by legal counsel at the Massachusetts Office of Information Technology; however, terms may be removed without approval if Service Provider’s terms contain similar provisions that are no less protective of the Commonwealth than the provisions contained herein. These terms must be attached to and made part of the executed contract.

DEFINITIONS

Cloud offerings include the following:

“Infrastructure-as-a-Service” (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).

“Platform-as-a-Service” (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

“Software-as-a-Service” (SaaS) means the capability provided to the consumer to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

SUBSCRIPTION TERMS

1. Service Provider grants to Customer a license or right to (i) access and use the Service, (ii) for SaaS, use underlying software as embodied or used in the service, and (iii) view, copy, download (if applicable), and use documentation.
2. No terms, including a standard click-through license or website terms of use or privacy policy, shall apply to Customer unless Customer has expressly agreed to such terms by including them in a signed agreement.

SUPPORT AND TRAINING

1. Service Provider must provide technical support via online helpdesk and toll-free phone number, at minimum during Business Hours (Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern Time), and 24x7x365 if required by Customer and requested prior to contract execution.
2. Service Provider must make training available online to users. Training must be accessible, per the Commonwealth Web Accessibility Standards.
3. All support and training shall be provided at no additional cost to Customer, except for customized support and training expressly requested by Customer.

SERVICE LEVELS

Service Provider must provide a Service Level Agreement (SLA) that contains, at minimum, the following terms:

Uptime; scheduled maintenance

1. SLA must include (1) specified guaranteed annual or monthly uptime percentage, at minimum 99.99%; and (2) definition of uptime and how it is calculated.
2. For purposes of calculating uptime percentage, scheduled maintenance may be excluded up to ten (10) hours per month, but unscheduled maintenance and any scheduled maintenance in excess of ten (10) hours must be included as downtime
3. Scheduled maintenance must occur: with at least two (2) business days' advance notice; at agreed-upon times when a minimum number of users will be using the system; and in no event during Business Hours.

Defects; other SLA metrics

4. SLA must include: (1) response and resolution times for defects; (2) at least three levels of defect classifications (severe, medium, low); and (3) any other applicable performance metrics (e.g., latency, transaction time) based on industry standards.

5. While the Service Provider may initially classify defects, Customer determines final classification of defects.

Remedies

6. SLA must include remedies for failure to meet guaranteed uptime percentage, response and resolution times, and other metrics, which may include fee reductions, credits, and extensions in service period at no cost. Such remedies shall be issued by Service Provider with no action required from Customer.

7. Repeated or consistent failures to meet SLA metrics result in (1) a refund of all fees paid by Customer for the period in which the failure occurred; (2) participation by Service Provider in a root cause analysis and corrective action plan at Customer's request; and (3) a right for Customer to terminate without penalty and without waiver of any rights upon written notice to Service Provider.

Reports

8. Service Provider will provide Customer with a written report (which may be electronic) of performance metrics, including uptime percentage and record of service support requests, classifications, and response and resolution times, at least quarterly or as requested by Customer. Customer may independently audit the report at Customer's expense.

9. Representatives of Service Provider and Customer shall meet as often as may be reasonably requested by either party to review the performance of the Service and to discuss technical plans, financial matters, system performance, service levels, and any other matters related to this Agreement.

10. Service Provider will provide to Customer regular status reports during unscheduled downtime, at least twice per day or upon request.

11. Service Provider will provide Customer with root cause analysis within thirty (30) days of unscheduled downtime at no additional cost.

Changes to SLA

12. Service Provider may not change the SLA in any manner that adversely affects Customer or degrades the service levels applicable to Customer, without Customer's written approval.

UPDATES AND UPGRADES

1. Service Provider will make updates and upgrades available to Customer at no additional cost when Service Provider makes such updates and upgrades generally available to its users.

2. No update, upgrade or other change to the Service may decrease the Service's functionality, adversely affect Customer's use of or access to the Service, or increase the cost of the Service to Customer.

3. Service Provider will notify Customer at least sixty (60) days in advance prior to any major update or upgrade.

4. Service Provider will notify Customer at least five (5) business days in advance prior to any minor update or upgrade, including hotfixes and installation of service packs, except in the case of an emergency such as a security breach.

CUSTOMER DATA

1. Customer retains full right and title to data provided by Customer and any data derived therefrom, including metadata (collectively, the "Customer Data").

2. Service Provider shall not collect, access, or use user-specific Customer Data except as strictly necessary to provide Service to Customer. No information regarding Customer's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Agreement in perpetuity.

3. Service Provider shall not use any information collected in connection with the Agreement, including the Customer Data, for any purpose other than fulfilling its obligations under the Agreement.

4. At no time may any data or processes which either belong to Customer, or are intended for Customer's exclusive use, be copied, disclosed, or retained by Service Provider for subsequent use in any transaction that does not include Customer.

5. Customer Data must remain at all times within the continental United States. Service Provider must disclose to Customer the identity of any third-party host of Customer Data prior to the signing of this Agreement.

6. Customer may export the Customer Data at any time during the term of the Agreement or for up to three (3) months after the term (so long as the Customer Data remains in the Service Provider's possession) in an agreed-upon file format and medium.

7. Three (3) months after the termination or expiration of the Agreement or upon Customer's earlier written request, and in any event after Customer has had an opportunity to export and recover the Customer Data, Service Provider shall at its own expense destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the Customer Data and Customer's Confidential Information, in whole or in part, and all copies thereof except such records as are required by law. To the extent that any applicable law prevents Service Provider from destroying or erasing Customer Data as described in the preceding sentence, Service Provider shall retain, in its then current state, all such Customer Data then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Agreement, and perform its obligations under this section as soon as such law no longer prevents it from doing so. Service Provider shall, upon request, send a written certification to Customer certifying that it has destroyed the Customer Data and Confidential Information in compliance with this section.

DATA PRIVACY AND SECURITY

1. Service Provider must comply with all applicable laws related to data privacy and security.
 2. Service Provider shall not access Customer user accounts, or Customer Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Agreement, or at Customer's written request.
 3. Service Provider may not share Customer Data with its parent company, other affiliate, or any other third party without Customer's express written consent.
 4. Prior to contract execution, Service Provider and Customer must cooperate and hold a meeting to determine whether:
 - a. "Personal data," as defined in Mass. Gen. Laws c. 66A, will be stored or used in the Service. If so, then Service Provider is a "holder" of "personal data", as such terms are defined in M.G.L. c. 66A, solely to the extent that the obligations of a holder are applicable to Service Provider's delivery of services under the Agreement. The Customer remains responsible for all other obligations of a holder set forth in M.G.L. c. 66A.
 - b. Any sensitive or personal information will be stored or used in the Service that is subject to any law, rule or regulation providing for specific compliance obligations (e.g., M.G.L. c. 93H and 201 CMR 17.00, HIPAA, FERPA, IRS Pub. 1075). If so, then Service Provider must document in the Agreement how the Service complies with such law.
- If either of the above is true, then Service Provider and Customer must review the Service specifications to determine whether the Service is appropriate for the level of sensitivity of the data to be stored or used in the Service, and how Customer and Service Provider will comply with applicable laws. Service Provider and Customer must document the results of this discussion and attach the document to the Agreement.
5. Service Provider shall provide a secure environment for Customer Data, and any hardware and software, including servers, network and data components provided by Service Provider as part of its performance under this Agreement, in order to protect, and prevent unauthorized access to and use or modification of, the Service and Customer Data.
 6. Service Provider will encrypt personal and non-public Customer Data in transit and at rest.
 7. Customer Data must be partitioned from other data in such a manner that access to it will not be impacted or forfeited due to e-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain Service Provider's records, information or data for reasons or activities that are not directly related to Customer's business.
 8. In the event of any breach of the Service's security that adversely affects Customer Data or Service Provider's obligations with respect thereto, or any evidence that leads Service Provider to reasonably believe that such a breach is imminent, Service Provider shall immediately (and in no event more than twenty-four hours after discovering such breach) notify Customer. Service Provider shall identify the affected Customer

Data and inform Customer of the actions it is taking or will take to reduce the risk of further loss to Customer. Service Provider shall provide Customer the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

9. In the event that personally identifiable information is compromised, Service Provider shall be responsible for providing breach notification to data owners in coordination with Customer and the Commonwealth as required by M.G.L. ch. 93H or other applicable law or Commonwealth policy.

10. Service Provider shall indemnify, defend, and hold Customer harmless from and against any and all fines, criminal or civil penalties, judgments, damages and assessments, including reasonable expenses suffered by, accrued against, charged to or recoverable from the Commonwealth, on account of the failure of Service Provider to perform its obligations pursuant to this Section.

WARRANTY

At minimum, Service Provider must warrant that:

1. Service Provider has acquired any and all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary for Service Provider to provide the Service to Customer;
2. The Service will perform materially as described in the Agreement;
3. Service Provider will provide to Customer commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with Customer's access to and use of the Service during the term of the Agreement;
4. The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by Service Provider in its documentation;
5. The Service will be performed in accordance with industry standards, provided however that if a conflicting specific standard is provided in this Agreement or the documentation provided by Service Provider, such specific standard will prevail;
6. Service Provider will maintain adequate and qualified staff and subcontractors to perform its obligations under this Agreement; and
7. Service Provider and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that all software provided under this Agreement shall be free of Trojan horses, back doors, known security vulnerabilities, malicious code, degradation, or breach of privacy or security.

ACCESSIBILITY

For SaaS and PaaS, Service Provider must comply with the Commonwealth's established standards for accessibility as described in a separate attachment. If such attachment is not provided, the Service Provider must request the accessibility terms from Customer. The accessibility terms provide, among other things, that Service Provider must (1) give Customer a VPAT or other results of accessibility testing prior to contract execution; (2) provide Customer with access to the Service so that Customer can conduct accessibility testing, and cooperate with Customer or third party accessibility testing of the Service; and (3) make available, both prior to and during the course of the engagement, Service Provider personnel to discuss accessibility and compliance with the Commonwealth's accessibility standards.

SUBCONTRACTORS

1. Before and during the term of this Agreement, Service Provider must notify Customer prior to any subcontractor providing any services, directly or indirectly, to Customer under this Agreement that materially affect the Service being provided to Customer, including: hosting; data storage; security and data integrity; payment; and disaster recovery. Customer must approve all such subcontractors identified after the effective date of the Agreement.
2. Service Provider is responsible for its subcontractors' compliance with the Agreement, and shall be fully liable for the actions and omissions of subcontractors as if such actions or omissions were performed by Service Provider.

DISASTER RECOVERY

1. Service Provider agrees to maintain and follow a disaster recovery plan designed to maintain Customer access to the Service, and to prevent the unintended destruction or loss of Customer Data. The disaster recovery plan shall provide for and be followed by Service Provider such that in no event shall the Service be unavailable to Customer for a period in excess of twenty-four (24) hours.
2. If Customer designates the Service as mission-critical, as determined by Customer in its sole discretion: (1) Service Provider shall review and test the disaster recovery plan regularly, at minimum twice annually; (2) Service Provider shall back up Customer Data no less than twice daily in an off-site "hardened" facility located within the continental United States; and (3) in the event of Service failure, Service Provider shall be able to restore the Service, including Customer Data, with loss of no more than twelve (12) hours of Customer Data and transactions prior to failure.

RECORDS AND AUDIT

1. Records. Service Provider shall maintain accurate, reasonably detailed records pertaining to:
 - (i) The substantiation of claims for payment under this Agreement, and
 - (ii) Service Levels, including service availability and downtime.

2. Records Retention. Service Provider shall keep such records for a minimum retention period of seven (7) years from the date of creation, and will preserve all such records for five (5) years after termination of this Agreement. No applicable records may be discarded or destroyed during the course of any litigation, claim, negotiation, audit or other inquiry involving this Agreement.

3. Audit of Records. Customer or its designated agent shall have the right, upon reasonable notice to Service Provider, to audit, review and copy, or contract with a third party to audit, any and all records collected by Service Provider pursuant to item (1) above, as well as any other Service Provider records that may reasonably relate to Customer's use of the Service, no more than twice per calendar year. Such records will be made available to Customer at no cost in a format that can be downloaded or otherwise duplicated.

TRANSITION ASSISTANCE

1. Service Provider shall reasonably cooperate with other parties in connection with all services to be delivered under this Agreement, including without limitation any successor provider to whom Customer Data is to be transferred in connection with termination. Service Provider shall assist Customer in exporting and extracting the Customer Data, in a format usable without the use of the Service and as agreed to by Customer, at no additional cost. Any transition services requested by Customer involving additional knowledge transfer and support may be subject to a separate transition SOW on a time and materials basis either for a fixed fee or at rates to be mutually agreed upon by the parties.

2. If Customer determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Service Provider and Customer shall jointly create a written Transition Plan Document identifying transition services to be provided and including an SOW if applicable. Both parties shall comply with the Transition Plan Document both prior to and after termination as needed.

ATTACHMENT D

Accessibility Required Terms for IT Solutions

Overview

The Commonwealth is legally obligated under multiple federal laws, its own Constitution, state statute and Governor-issued Executive Orders to ensure non-discrimination and equal access to state services on the part of persons with a disability and reasonable accommodations to state employees with a disability. To effectively meet its responsibilities, the Commonwealth must achieve accessibility in the acquisition, deployment and utilization of information technology. The Commonwealth defines accessibility to include compliance with its Enterprise Accessibility Standards and Web Accessibility Standards. These standards encompass the principles of Section 508 of the Federal Rehabilitation Act, the World Wide Web Consortium's Web Content Authoring Guidelines, version 2, level AA (WCAG2 Standards), and the concept of usability for individuals with disabilities.

The participating Institutions are committed to achieving meaningful accessibility for all users, including users with disabilities. We follow specific Commonwealth enterprise standards <https://www.mass.gov/guides/web-accessibility-standards#introduction-and-scope> designed to meet the needs of our citizens with disabilities. For more information about the Federal standards, please visit the Section 508 web site (<http://www.section508.gov>) or the Federal Access Board web site (<http://www.access-board.gov>). For more information about the W3C guidelines, please visit their web site (<http://www.w3.org/TR/WAI-WEBCONTENT>).

Terms for SaaS Vendors

- A. For SaaS offerings, the Commonwealth reserves the right to test for accessibility or to engage a third party Accessibility Testing Vendor to conduct Accessibility Audit Testing at the Commonwealth's expense prior to scoring and selecting a vendor. Bidders must cooperate with the Commonwealth and the Accessibility Testing Vendor, including providing appropriate access to the applicable cloud products for such testing. The results of any such accessibility testing, the VPAT or other accessibility documentation provided by the Vendor, and the cooperation of the Bidder, will be taken into account in scoring and selecting a Vendor.
- B. Upon request, Vendor must provide the Commonwealth with accessibility-related content in the technical reference manual or program documentation for the applicable cloud product.
- C. In connection with its accessibility testing as permitted above, the Commonwealth shall have the right to configure the applicable cloud product in accordance with the technical reference manual or program documentation for the Commonwealth's accessibility needs.
- D. If Vendor is a SaaS provider with over 500,000 users for the SaaS offering bid in response to this Solicitation, the Commonwealth will negotiate with Vendor a commercially reasonable time for compliance with the Enterprise Accessibility Standards and interoperability with the environments on the AT/IT List.

ATTACHMENT E
TEMPLATE STATEMENT OF WORK

STATEMENT OF WORK
BETWEEN
THE [NAME AGENCY]
AND
[NAME VENDOR]
FOR THE
[NAME PROJECT]

1. INTRODUCTION

THE FOLLOWING DOCUMENT WILL SERVE AS A STATEMENT OF WORK (“SOW”) BETWEEN THE [AGENCY NAME] (“[AGENCY ABBREVIATION]”) [OF THE [NAME PARENT AGENCY] AND [VENDOR NAME] (“[VENDOR ABBREVIATION]”) TO APPLY TO WORK ON THE [NAME OF SYSTEM OR PROJECT TO BE COMPLETED] ([ABBREVIATED PROJECT NAME]). THE ENTIRE AGREEMENT (THE “AGREEMENT”) BETWEEN THE PARTIES (THE “AGREEMENT”) CONSISTS OF THE FOLLOWING DOCUMENTS IN THE FOLLOWING ORDER OF PRECEDENCE: (1) THE COMMONWEALTH STANDARD TERMS AND CONDITIONS; (2) THE COMMONWEALTH’S STANDARD FORM CONTRACT; (3) REQUEST FOR RESPONSE (“RFR”) ITS43; (4) [VENDOR ABBREVIATION]’S RESPONSE THERETO; (5) THE REQUEST FOR QUOTES (“RFQ”) [NAME AND DATE OF AGENCY’S RFQ]; AND (6) [VENDOR ABBREVIATION]’S RESPONSE THERETO AS AMENDED BY THIS SOW.

2. DEFINITIONS

THE TERMS USED IN THIS SOW, UNLESS DEFINED IN THIS SOW OR IN AN AMENDMENT MADE HERETO, SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE OTHER DOCUMENTS THAT CONSTITUTE THE AGREEMENT BETWEEN THE PARTIES.

“**DELIVERABLE**” MEANS ANY WORK PRODUCT THAT [VENDOR ABBREVIATION] DELIVERS FOR THE PURPOSES OF FULFILLING ITS OBLIGATIONS TO [AGENCY ABBREVIATION] UNDER THE TERMS OF THE AGREEMENT, INCLUDING WORK PRODUCT THAT [VENDOR ABBREVIATION] MUST SUBMIT TO [AGENCY ABBREVIATION] FOR [AGENCY ABBREVIATION]’S APPROVAL IN ACCORDANCE WITH THE FORMAL ACCEPTANCE PROCEDURES SET FORTH WITHIN THE SOW OR THE TASK ORDER(S) ENTERED INTO HEREUNDER.

“**MILESTONE PAYMENT**” MEANS A DEFINED PAYMENT AMOUNT ASSOCIATED WITH THE COMPLETION OF A PARTICULAR DELIVERABLE OR SET OF DELIVERABLES.

“**TASK**” MEANS A MATERIAL ACTIVITY ENGAGED IN BY [VENDOR ABBREVIATION] FOR THE PURPOSE OF FULFILLING ITS OBLIGATIONS TO [AGENCY ABBREVIATION] UNDER THE TERMS OF THE AGREEMENT, WHICH MAY OR MAY NOT RESULT IN THE CREATION OF A DELIVERABLE.

“**TASK ORDER**” MEANS AN AMENDMENT TO THIS SOW THAT SPECIFIES TASKS, DELIVERABLES, OR HOURLY RATE SERVICES TO BE COMPLETED BY [VENDOR ABBREVIATION] UNDER THE TERMS OF THIS AGREEMENT.

3. OVERVIEW, EFFECTIVE DATE AND TERM

[PROVIDE A HIGH LEVEL DESCRIPTION OF THE PROJECT.]

THIS AGREEMENT’S TERM (THE “TERM”) BEGINS ON THE DATE ON THAT IT IS EXECUTED BY BOTH PARTIES (THE “EFFECTIVE DATE”) AND SHALL TERMINATE AT 5:00 P.M. ON [INSERT END DATE] (“TERMINATION DATE”). NOTWITHSTANDING THE FOREGOING, SECTIONS 5.1 AND 5.2 OF SYSTEM SECURITY, SECTION 11.2 WARRANTY, AND SECTION 11.3, TITLE AND INTELLECTUAL PROPERTY RIGHTS [AGENCY CHOOSE OTHER SECTIONS THAT WILL SURVIVE TERMINATION] SHALL SURVIVE THE TERMINATION OF THE REMAINDER OF THIS SOW.

4. POINTS OF CONTACT

4.1 SINGLE POINT OF CONTACT

[VENDOR ABBREVIATION] AND [AGENCY ABBREVIATION] WILL EACH ASSIGN A SINGLE POINT OF CONTACT WITH RESPECT TO THIS SOW. IT IS ANTICIPATED THAT THE CONTACT PERSON WILL NOT CHANGE DURING THE TERM OF THIS AGREEMENT. IN THE EVENT THAT A CHANGE IS NECESSARY, THE PARTY REQUESTING THE CHANGE WILL PROVIDE PROMPT WRITTEN NOTICE TO THE OTHER. IN THE EVENT A CHANGE OCCURS BECAUSE OF A NON-EMERGENCY, TWO-WEEK WRITTEN NOTICE IS REQUIRED. FOR A CHANGE RESULTING FROM AN EMERGENCY, PROMPT NOTICE IS REQUIRED.

[VENDOR ABBREVIATION]'S CONTACT PERSON IS [VENDOR CONTACT NAME AND TITLE], WHO CAN BE REACHED AT [VENDOR CONTACT ADDRESS, PHONE NUMBER(S), EMAIL].

[AGENCY ABBREVIATION]'S CONTACT IS [AGENCY CONTRACT NAME AND TITLE] WHO CAN BE REACHED AT [AGENCY CONTACT ADDRESS, PHONE NUMBER(S), EMAIL].

4.2. SUBCONTRACTORS [DELETE PROVISION 4.2, THE FOLLOWING PROVISION, IF THE VENDOR IS NOT USING SUBCONTRACTORS]

[VENDOR ABBREVIATION] SHALL TAKE FULL RESPONSIBILITY FOR PROJECT MANAGEMENT. [VENDOR ABBREVIATION] SHALL SUBMIT ALL SUBCONTRACTS RELATED TO WORK TO BE PERFORMED HEREUNDER FOR APPROVAL BY [AGENCY ABBREVIATION] WITHIN TWO WEEKS OF THE EXECUTION DATE OF THIS SOW AND WITHIN TWO WEEKS FOR ANY TASK ORDER ISSUED HEREUNDER WHICH ENTAILS WORK BY [VENDOR ABBREVIATION] SUBCONTRACTORS. [VENDOR ABBREVIATION] SHALL ENSURE THAT ITS SUBCONTRACTOR(S) THAT PERFORM WORK EFFORTS UNDER THIS SOW SHALL COMPLY WITH ALL TERMS OF THE AGREEMENT.

[VENDOR ABBREVIATION] WILL ACT AS PRIME CONTRACTOR FOR THE [VENDOR ABBREVIATIONS]'S SUBCONTRACTOR (S) AND BE RESPONSIBLE FOR THE PERFORMANCE OF SUBCONTRACTOR. [VENDOR ABBREVIATION] MUST SUBMIT FOR APPROVAL, BE RESPONSIBLE FOR, AND PASS ON ALL COVENANTS, AND WARRANTIES, ETC. TO SUBCONTRACTOR.

5. SYSTEM SECURITY

AS PART OF ITS WORK EFFORTS UNDER THIS SOW, [VENDOR ABBREVIATION] WILL BE REQUIRED TO USE COMMONWEALTH DATA AND IT RESOURCES. FOR PURPOSES OF THIS WORK EFFORT, "COMMONWEALTH DATA" SHALL MEAN DATA PROVIDED BY THE [AGENCY ABBREVIATION] TO [VENDOR ABBREVIATION], WHICH MAY PHYSICALLY RESIDE AT A COMMONWEALTH OR [AGENCY ABBREVIATION] OR [VENDOR ABBREVIATION] LOCATION.

5.1 COMMONWEALTH DATA

IN CONNECTION WITH COMMONWEALTH DATA, [VENDOR ABBREVIATION] WILL IMPLEMENT COMMERCIALY REASONABLE SAFEGUARDS NECESSARY TO:

- 5.1.1 PREVENT UNAUTHORIZED ACCESS TO COMMONWEALTH DATA FROM ANY PUBLIC OR PRIVATE NETWORK;
- 5.1.2 PREVENT UNAUTHORIZED PHYSICAL ACCESS TO ANY INFORMATION TECHNOLOGY RESOURCES INVOLVED IN THE DEVELOPMENT EFFORT; AND
- 5.1.3 PREVENT INTERCEPTION AND MANIPULATION OF COMMONWEALTH DATA DURING TRANSMISSION TO AND FROM ANY SERVERS.

5.2 COMMONWEALTH PERSONAL DATA

IN ADDITION TO THE ABOVE REQUIREMENTS FOR COMMONWEALTH DATA, [VENDOR ABBREVIATION] MAY BE REQUIRED TO USE THE FOLLOWING COMMONWEALTH PERSONAL DATA UNDER MGL CH. 66A AND/OR PERSONAL INFORMATION

UNDER MGL CH. 93H, OR TO WORK ON OR WITH INFORMATION TECHNOLOGY SYSTEMS THAT CONTAIN SUCH DATA AS [HERE AGENCY SHOULD LIST THE CATEGORIES OF SUCH DATA THAT THE VENDOR WILL BE REQUIRED TO USE] IN ORDER TO FULFILL PART OF ITS SPECIFIED TASKS. FOR PURPOSES OF THIS WORK EFFORT, ELECTRONIC PERSONAL DATA AND PERSONAL INFORMATION INCLUDES DATA PROVIDED BY THE [AGENCY ABBREVIATION] TO [VENDOR ABBREVIATION] WHICH MAY PHYSICALLY RESIDE AT A LOCATION OWNED AND/OR CONTROLLED BY THE COMMONWEALTH OR [AGENCY ABBREVIATION] OR [VENDOR ABBREVIATION]. IN CONNECTION WITH ELECTRONIC PERSONAL DATA AND PERSONAL INFORMATION, [VENDOR ABBREVIATION] SHALL IMPLEMENT THE MAXIMUM FEASIBLE SAFEGUARDS REASONABLY NEEDED TO:

- 5.2.1 ENSURE THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF ELECTRONIC PERSONAL DATA AND PERSONAL INFORMATION;
- 5.2.2 PREVENT UNAUTHORIZED ACCESS TO ELECTRONIC PERSONAL DATA OR PERSONAL INFORMATION OR ANY OTHER COMMONWEALTH DATA FROM ANY PUBLIC OR PRIVATE NETWORK;
- 5.2.3 NOTIFY [AGENCY ABBREVIATION] IMMEDIATELY IF ANY BREACH OF SUCH SYSTEM OR OF THE SECURITY, CONFIDENTIALITY, OR INTEGRITY OF ELECTRONIC PERSONAL DATA OR PERSONAL INFORMATION OCCURS.
- 5.2.4 [VENDOR ABBREVIATION] REPRESENTS THAT IT HAS EXECUTED THE EO504 CONTRACTOR CERTIFICATION FORM, WHICH IS ATTACHED HERETO AS EXHIBIT B.
- 5.2.5
- 5.3 **SOFTWARE INTEGRITY CONTROLS** [ADDRESS THE FOLLOWING CONTROLS IF APPLICABLE, USUALLY IN THE CASE WHEREIN THE VENDOR WILL BE DEVELOPING CODE AND MIGRATING THAT CODE TO A PRODUCTION ENVIRONMENT] [VENDOR ABBREVIATION] AND [AGENCY ABBREVIATION] RECOGNIZE THE SERIOUS THREAT OF FRAUD, MISUSE, AND DESTRUCTION OR THEFT OF DATA OR FUNDING. THESE THREATS COULD BE INTRODUCED WHEN UNAUTHORIZED OR INAPPROPRIATE MODIFICATIONS ARE MADE TO A PRODUCTION SYSTEM. [VENDOR ABBREVIATION] SHALL IMPLEMENT THE FOLLOWING CONTROLS FOR THE PURPOSE OF MAINTAINING SOFTWARE INTEGRITY AND TRACEABILITY THROUGHOUT THE SOFTWARE CREATION LIFE CYCLE, INCLUDING DURING DEVELOPMENT, TESTING, AND PRODUCTION:
 - 5.3.1 [VENDOR ABBREVIATION] SHALL CONFIGURE AT LEAST TWO SOFTWARE ENVIRONMENTS INCLUDING A DEVELOPMENT/QUALITY ASSURANCE (QA) ENVIRONMENT AND A PRODUCTION ENVIRONMENT.
 - 5.3.2 [VENDOR ABBREVIATION] SHALL IMPLEMENT A CHANGE MANAGEMENT PROCEDURE TO ENSURE THAT ACTIVITIES IN THE DEVELOPMENT/QA ENVIRONMENT REMAIN SEPARATE AND DISTINCT FROM THE PRODUCTION ENVIRONMENT. IN PARTICULAR THE CHANGE MANAGEMENT PROCEDURE SHALL INCORPORATE AT LEAST THE FOLLOWING:
 - 5.3.2.1 SEGREGATES DUTIES BETWEEN DEVELOPMENT AND TESTING OF SOFTWARE CHANGES AND MIGRATION OF CHANGES TO THE PRODUCTION ENVIRONMENT;
 - 5.3.2.2 IMPLEMENTS SECURITY CONTROLS TO RESTRICT INDIVIDUALS WHO HAVE DEVELOPMENT OR TESTING RESPONSIBILITIES FROM MIGRATING CHANGES TO THE PRODUCTION ENVIRONMENT.
 - 5.3.2.3 INCLUDES A PROCESS TO LOG AND REVIEW ALL SOURCE CONTROL ACTIVITIES.
 - 5.3.3 [VENDOR ABBREVIATION] SHALL IMPLEMENT A SOURCE CONTROL TOOL TO ENSURE THAT ALL CHANGES MADE TO THE PRODUCTION SYSTEM ARE AUTHORIZED, TESTED, AND APPROVED BEFORE MIGRATION TO THE PRODUCTION ENVIRONMENT.
 - 5.3.4 [VENDOR ABBREVIATION] SHALL NOT MAKE ANY DEVELOPMENT OR CODE CHANGES IN A PRODUCTION ENVIRONMENT.
 - 5.3.5 [VENDOR ABBREVIATION] SHALL IMPLEMENT ADDITIONAL INTERNAL CONTROLS AS SPECIFIED IN [AGENCY AND VENDOR INCORPORATE ATTACHMENT IF RELEVANT].

6. ACCEPTANCE OR REJECTION PROCESS

[VENDOR ABBREVIATION] WILL SUBMIT THE REQUIRED DELIVERABLES SPECIFIED IN THIS SOW, OR ANY TASK ORDER ENTERED INTO HEREUNDER, TO THE [AGENCY ABBREVIATION] PROJECT MANAGER FOR APPROVAL AND ACCEPTANCE. [AGENCY ABBREVIATION] WILL REVIEW WORK PRODUCT FOR EACH OF THE DELIVERABLES AND EVALUATE WHETHER

EACH DELIVERABLE HAS CLEARLY MET IN ALL MATERIAL RESPECTS THE CRITERIA ESTABLISHED IN THIS AGREEMENT AND THE RELEVANT TASK ORDER SPECIFICATIONS. ONCE REVIEWED AND FAVORABLY EVALUATED, THE DELIVERABLES WILL BE DEEMED ACCEPTABLE.

WITHIN TEN (10) WORKING DAYS OF RECEIPT OF EACH DELIVERABLE, THE [AGENCY ABBREVIATION] PROJECT MANAGER WILL NOTIFY [VENDOR ABBREVIATION], IN WRITING, OF THE ACCEPTANCE OR REJECTION OF SAID DELIVERABLE USING THE ACCEPTANCE CRITERIA SPECIFIED IN THIS SECTION AND ASSOCIATED WITH THE TASK OR DELIVERABLE SPECIFICATIONS IN THIS AGREEMENT. A FORM SIGNED BY [AGENCY ABBREVIATION] SHALL INDICATE ACCEPTANCE. [VENDOR ABBREVIATION] SHALL ACKNOWLEDGE RECEIPT OF ACCEPTANCE FORMS IN WRITING. ANY REJECTION WILL INCLUDE A WRITTEN DESCRIPTION OF THE DEFECTS OF THE DELIVERABLE. IF [AGENCY ABBREVIATION] DOES NOT RESPOND TO THE SUBMISSION OF THE DELIVERABLE, WITHIN FIVE (5) WORKING DAYS OF [AGENCY ABBREVIATION'S] RECEIPT OF EACH DELIVERABLE, [VENDOR ABBREVIATION] SHALL PROVIDE A REMINDER NOTICE TO THE [AGENCY ABBREVIATION] PROJECT MANAGER. IF [AGENCY ABBREVIATION] FAILS TO REJECT A DELIVERABLE WITHIN FIVE (5) BUSINESS DAYS AFTER [AGENCY ABBREVIATION]'S RECEIPT OF THE REMINDER NOTICE, THE TASK OR DELIVERABLE IS DEEMED ACCEPTED.

IF [AGENCY ABBREVIATION] REJECTS A DELIVERABLE, [VENDOR ABBREVIATION] WILL, UPON RECEIPT OF SUCH REJECTION, ACT DILIGENTLY TO CORRECT THE SPECIFIED DEFECTS AND DELIVER AN UPDATED VERSION OF THE DELIVERABLE TO THE COMMONWEALTH. [AGENCY ABBREVIATION] WILL THEN HAVE AN ADDITIONAL 5 (FIVE) BUSINESS DAYS FROM RECEIPT OF THE UPDATED DELIVERABLE TO NOTIFY [VENDOR ABBREVIATION], IN WRITING, OF THE ACCEPTANCE OR REJECTION OF THE UPDATED DELIVERABLE. ANY SUCH REJECTIONS WILL INCLUDE A DESCRIPTION OF THE WAY IN WHICH THE UPDATED DELIVERABLE FAILS TO CORRECT THE PREVIOUSLY REPORTED DEFICIENCY.

FOLLOWING ANY ACCEPTANCE OF A DELIVERABLE WHICH REQUIRES ADDITIONAL WORK TO BE ENTIRELY COMPLIANT WITH THE PERTINENT SPECIFICATIONS, AND UNTIL THE NEXT DELIVERY, [VENDOR ABBREVIATION] WILL USE REASONABLE EFFORTS TO PROVIDE A PROMPT CORRECTION OR WORKAROUND.

7. PROJECT MANAGEMENT - PROJECT MANAGERS

[VENDOR ABBREVIATION] AND [AGENCY ABBREVIATION] MUST NOTIFY THE OTHER PARTY'S PROJECT MANAGERS OF ANY CHANGE IN THE NAME, ADDRESS, PHONE NUMBER, FAX NUMBER, OR EMAIL ADDRESS OF THEIR RESPECTIVE PROJECT MANAGER.

7.1 [AGENCY ABBREVIATION] PROJECT MANAGER

[INSERT NAME OF AGENCY ABBREVIATION DESIGNED PROJECT MANAGER, AGENCY PROJECT MANAGER TITLE] ("[AGENCY ABBREVIATION]'S PROJECT MANAGER") SHALL PERFORM PROJECT MANAGEMENT ON BEHALF OF [AGENCY ABBREVIATION] FOR THIS ENGAGEMENT. [AGENCY ABBREVIATION]'S PROJECT MANAGER WILL:

- 7.1.1 WORK CLOSELY WITH [VENDOR ABBREVIATION] PROJECT MANAGER TO ENSURE SUCCESSFUL COMPLETION OF THE PROJECT.
- 7.1.2 CONSULT WITH [VENDOR ABBREVIATION] PROJECT MANAGER TO DEVELOP THE PROJECT MANAGEMENT PLAN.
- 7.1.3 REVIEW WEEKLY STATUS REPORTS AND SCHEDULE WEEKLY MEETINGS WITH [VENDOR ABBREVIATION], AS NECESSARY.
- 7.1.4 COORDINATE PARTICIPATION FROM [NAME OTHER AGENCIES AND/OR VENDORS] AS REQUIRED DURING THE ENGAGEMENT.
- 7.1.5 ACQUIRE [AGENCY ABBREVIATION] PROJECT TEAM MEMBERS AS NEEDED.
- 7.1.6 COORDINATE [AGENCY ABBREVIATION]'S REVIEW OF THE DELIVERABLES AND SIGN AN ACCEPTANCE FORM TO SIGNIFY ACCEPTANCE FOR EACH ACCEPTED DELIVERABLE.

[AGENCY ABBREVIATION]'S PROJECT MANAGER REPORTS TO [NAME AND TITLE], WHO REPORTS TO [NAME AND TITLE][REPEAT THIS PHRASE UNTIL LAST NAMED INDIVIDUAL IS AGENCY HEAD]. [NAME INDIVIDUAL, WITH TITLE] WILL SIGN THIS SOW AND ALL AMENDMENTS HERETO ON BEHALF OF [AGENCY ABBREVIATION].

7.2 VENDOR PROJECT MANAGER

[THE PARTIES MAY INSERT ADDITIONAL LANGUAGE IN THIS SECTION TO INCORPORATE THE VENDOR'S ADDITIONAL PROJECT MANAGEMENT PRACTICES FOR PROJECT PLANNING, TRACKING, REPORTING AND MANAGEMENT, INCLUDING THE TYPES, FREQUENCY AND CONTENTS OF REPORTS THAT WILL BE PROVIDED BY THE DEVELOPER TO THE AGENCY.]

[INSERT NAME OF VENDOR ABBREVIATION DESIGNED PROJECT MANAGER, VENDOR PROJECT MANAGER TITLE] ("[VENDOR ABBREVIATION]'S PROJECT MANAGER") SHALL PERFORM PROJECT MANAGEMENT ON BEHALF OF [VENDOR ABBREVIATION] FOR THIS ENGAGEMENT. [VENDOR ABBREVIATION]'S PROJECT MANAGER WILL:

- 7.2.1 BE RESPONSIBLE FOR ADMINISTERING THIS AGREEMENT AND THE MANAGING OF THE DAY-TO-DAY OPERATIONS UNDER THIS AGREEMENT.
- 7.2.2 SERVE AS AN INTERFACE BETWEEN THE [AGENCY ABBREVIATION] PROJECT MANAGER AND ALL [VENDOR ABBREVIATION] PERSONNEL PARTICIPATING IN THIS ENGAGEMENT.
- 7.2.3 DEVELOP AND MAINTAIN THE PROJECT MANAGEMENT PLAN, IN CONSULTATION WITH THE [AGENCY ABBREVIATION] PROJECT MANAGER.
- 7.2.4 FACILITATE REGULAR COMMUNICATION WITH THE [AGENCY ABBREVIATION] PROJECT MANAGER, INCLUDING WEEKLY STATUS REPORTS/UPDATES, AND REVIEW THE PROJECT PERFORMANCE AGAINST THE PROJECT PLAN. FACILITATE WEEKLY PROJECT STATUS MEETINGS FOR THE DURATION OF THE ENGAGEMENT.
- 7.2.5 UPDATE THE PROJECT PLAN ON A WEEKLY BASIS AND DISTRIBUTE AT WEEKLY MEETINGS FOR THE DURATION OF THE ENGAGEMENT.
- 7.2.6 SIGN ACCEPTANCE FORMS TO ACKNOWLEDGE THEIR RECEIPT FROM [AGENCY ABBREVIATION].
- 7.2.7 BE RESPONSIBLE FOR THE MANAGEMENT AND DEPLOYMENT OF [VENDOR ABBREVIATION] PERSONNEL.

[VENDOR ABBREVIATION]'S PROJECT MANAGER REPORTS TO _____, WHO REPORTS TO _____ [REPEAT UNTIL REACHING ENGAGEMENT PARTNER OR EQUIVALENT]. [NAME AND TITLE], BEING AN AUTHORIZED SIGNATORY NAMED IN [VENDOR ABBREVIATION]'S RESPONSE TO ITS43, WILL SIGN THIS SOW AND ALL AMENDMENTS THERETO ON BEHALF OF [VENDOR ABBREVIATION].

7.3 ISSUE RESOLUTION

THE PROJECT MANAGERS FROM EACH ORGANIZATION BEAR THE PRIMARY RESPONSIBILITY FOR ENSURING ISSUE RESOLUTION. IF THEY MUTUALLY AGREE THAT THEY ARE UNABLE TO RESOLVE AN ISSUE, THEY ARE RESPONSIBLE FOR ESCALATING THE ISSUE TO [INSERT NAME AND TITLE OF RESPECTIVE PERSONS AT AGENCY AND VENDOR].

8. AMENDMENTS TO THE SCOPE OF WORK

THIS AGREEMENT MAY BE AMENDED PRIOR TO THE END OF THE TERM. THE PROJECT MANAGER WHO WOULD LIKE TO REQUEST A CHANGE IN SCOPE FOR THIS ENGAGEMENT OR ANY OTHER TERMS CONTAINED WITHIN THE AGREEMENT, WILL PROVIDE THE SUGGESTED AMENDMENT IN WRITING TO THE OTHER PARTY'S PROJECT MANAGER. THE PROJECT MANAGERS WILL JOINTLY DETERMINE WHETHER THE CHANGE IMPACTS ANY TERMS CONTAINED WITHIN THE AGREEMENT. THE PARTIES MAY MUTUALLY AGREE TO THE CHANGE THROUGH A WRITTEN AMENDMENT TO THIS SOW. FOR ANY AMENDMENT ENTERED INTO UNDER THIS AGREEMENT WHERE [VENDOR ABBREVIATION] WILL BE PROVIDING SERVICES ON A TIME AND MATERIALS BASIS, THE PARTIES SHALL APPLY THE TIME AND MATERIALS TERMS AS DESCRIBED IN SECTION 12 OF THIS SOW TO THE RELEVANT TASK ORDER.

9. PERSONNEL

9.1 KEY PERSONNEL

[VENDOR ABBREVIATION] AGREES TO PROVIDE THE FOLLOWING PERSONNEL FOR THE FOLLOWING AMOUNTS OF TIME FOR THE DURATION OF THIS PROJECT:

**TABLE 1
KEY PERSONNEL**

STAFF MEMBERS	ROLE	TIME COMMITMENT EXPRESSED AS PERCENTAGE OF FULL TIME

[VENDOR ABBREVIATION] SHALL ASSIGN ALL OF THE FOREGOING PERSONNEL TO THIS ENGAGEMENT ON THE TIME BASIS SET FORTH IN TABLE 1. IN THE EVENT THAT A CHANGE IS NECESSARY, [VENDOR ABBREVIATION] PROJECT MANAGER WILL PROVIDE PROMPT WRITTEN NOTICE TO [AGENCY ABBREVIATION] PROJECT MANAGER OF THE PROPOSED CHANGE. IF THE PERSONNEL CHANGE IS A RESULT OF A NON-EMERGENCY, THE [VENDOR ABBREVIATION] PROJECT MANAGER SHALL PROVIDE THE [AGENCY ABBREVIATION] PROJECT MANAGER TWO-WEEK WRITTEN NOTICE. FOR PERSONNEL CHANGES THAT RESULT FROM AN EMERGENCY, [VENDOR ABBREVIATION] PROJECT MANAGER SHALL PROVIDE PROMPT WRITTEN NOTICE TO [AGENCY ABBREVIATION] PROJECT MANAGER. [AGENCY ABBREVIATION] PROJECT MANAGER HAS THE RIGHT TO ACCEPT OR REJECT ALL PERSONNEL. [VENDOR ABBREVIATION]’S PERSONNEL MUST COMPLY WITH THE INFORMATION TECHNOLOGY DIVISION’S RELEVANT POLICIES, STANDARDS AND GUIDANCE, WHICH MAY BE LOCATED AT WWW.MASS.GOV/ITD AND [AGENCY ABBREVIATION]’S WORKPLACE POLICIES, WHICH MAY BE LOCATED AT [AGENCY – PUT IN URL FOR LOCATION OF RELEVANT WORKPLACE POLICIES OR ATTACH POLICIES TO SOW].

9.2 EQUIPMENT, WORK SPACE, OFFICE SUPPLIES

[AGENCY ABBREVIATION] WILL PROVIDE [WORKSPACE, CUBICLES, STANDARD OFFICE EQUIPMENT, AND STANDARD NETWORK CONNECTIVITY PROVIDED TO STATE EMPLOYEES] FOR [VENDOR ABBREVIATION] TEAM MEMBERS WORKING ON-SITE FOR ACTIVITIES DEFINED BY THIS SOW OR IN THE RELEVANT TASK ORDER. [VENDOR ABBREVIATION] WILL SUBMIT A LIST OF EMPLOYEES WHO WILL NEED ACCESS TO THE BUILDING AND TO STATE SYSTEMS BEFORE EXECUTION OF THIS SOW. ANY [VENDOR ABBREVIATION] EMPLOYEES WHO HAVE ACCESS TO IT RESOURCES MUST COMPLY WITH THE “ACCEPTABLE USE POLICY” (SEE WWW.MASS.GOV/ITD) OR ANY ALTERNATIVE ACCEPTABLE USE POLICY ADOPTED BY THE [AGENCY ABBREVIATION].

9.3 RELATED PROJECT KNOWLEDGE

IN ADDITION TO THE “STATEWIDE CONTRACT IT SPECIFICATIONS” AND ALL OTHER TERMS OF ITS43, [VENDOR ABBREVIATION] SHALL, PRIOR TO COMMENCING ANY OTHER WORK UNDER THIS SOW, BECOME FAMILIAR WITH THE FOLLOWING DOCUMENTS: [HERE LIST ANY OTHER MATERIAL THAT THE VENDOR MUST MASTER IN ORDER TO PERFORM UNDER THE CONTRACT, SUCH AS PRIOR STUDIES, AGREEMENTS, REPORTS, ETC.].

9.4 INTELLECTUAL PROPERTY AND WORK EFFORT AGREEMENT FOR [VENDOR ABBREVIATION]’S EMPLOYEES, CONTRACTORS AND CONSULTANTS AND AGENTS

[VENDOR ABBREVIATION] SHALL ENSURE THAT EACH OF [VENDOR ABBREVIATION] PERSONNEL PROVIDING SERVICES UNDER THIS SOW, REGARDLESS OF WHETHER THE INDIVIDUAL IS AN EMPLOYEE, CONTRACTOR, OR AGENT OF [VENDOR ABBREVIATION], SHALL, PRIOR TO RENDERING ANY SERVICES UNDER THIS SOW, SIGN THE “INTELLECTUAL PROPERTY AND WORK EFFORT AGREEMENT FOR VENDOR’S EMPLOYEES, CONTRACTORS, CONSULTANTS, AND AGENTS” (THE “IPAWE AGREEMENT”) WHICH IS ATTACHED HERETO AS EXHIBIT A. IF [VENDOR ABBREVIATION]’S PERSONNEL WHO WILL BE RENDERING SERVICES UNDER THIS SOW HAVE ALREADY EXECUTED AN AGREEMENT THAT, IN THE OPINION OF [AGENCY ABBREVIATION]’S COUNSEL, PROVIDES LEGAL PROTECTION TO THE COMMONWEALTH AS STRONG AS THAT PROVIDED BY THE IPAWE AGREEMENT, [VENDOR ABBREVIATION] MAY SUBSTITUTE SUCH AGREEMENT IN PLACE OF THE IPAWE AGREEMENT FOR SUCH PERSONNEL. [VENDOR ABBREVIATION] SHALL RETURN THE SIGNED COPIES OF THE IPAWE AGREEMENT, OR THE [AGENCY ABBREVIATION] PROJECT MANAGER’S PRE-APPROVED SUBSTITUTE AGREEMENT, TO [AGENCY ABBREVIATION]’S PROJECT MANAGER PRIOR TO THE RENDERING OF ANY SERVICES UNDER THIS SOW.

10. MASSGIS WEB MAPPING SERVICES [PARTIES MAY DELETE THIS SECTION IF NOT RELEVANT FOR WORK EFFORTS UNDER THIS SOW]

MASSGIS IS THE COMMONWEALTH’S OFFICE OF GEOGRAPHIC AND ENVIRONMENTAL INFORMATION. ITS LEGISLATIVE MANDATE INCLUDES COORDINATING GIS ACTIVITIES IN THE COMMONWEALTH’S PUBLIC AGENCIES AND DISTRIBUTING GIS DATA. MASSGIS HAS ALSO DEVELOPED AND IS THE HOST FOR THE COMMONWEALTH’S E-GOVERNMENT GEOSPATIAL WEB MAPPING INITIATIVE.

IF [VENDOR ABBREVIATION] WILL DEVELOP A CAPABILITY FOR VIEWING MAPS AND RELATED INFORMATION ON AN INTERNET WEB SITE FOR [AGENCY ABBREVIATION], AND IF THAT WEB SITE WILL DISPLAY MAP INFORMATION AVAILABLE THROUGH MASSGIS WEB MAPPING SERVICES (E.G., PARCELS, ORTHOPHOTOS, STREETS, WETLANDS), THEN [VENDOR ABBREVIATION] SHALL USE MASSGIS GEOSPATIAL WEB MAPPING SERVICES. MASSGIS MAY GRANT A WAIVERS OF THIS REQUIREMENT IF [VENDOR ABBREVIATION] DEMONSTRATES TO MASSGIS’ SATISFACTION THAT USING THE MASSGIS WEB MAPPING SERVICES FOR THE PROPOSED APPLICATION IS NOT REASONABLY PRACTICAL DUE TO ONE OR MORE OF THE FOLLOWING CONCERNS:

- 10.1 PERFORMANCE OF THE APPLICATION WOULD BE DEGRADED DUE TO USING THE MASSGIS SERVICES;
- 10.2 THE PROPOSED APPLICATION REQUIRES RELIABILITY THAT EXCEEDS THOSE THAT MASSGIS CAN REASONABLY BE EXPECTED TO PROVIDE;
- 10.3 THE SECURITY REQUIREMENTS OF THE APPLICATION PRECLUDE USING THE MASSGIS SERVICES;
- 10.4 COST.

WAIVERS ARE NOT VALID UNDER THIS AGREEMENT UNLESS THEY ARE PROVIDED IN WRITING BY THE DIRECTOR OR ASSISTANT DIRECTOR OF MASSGIS AND THE MASSGIS DIRECTOR OR ASSISTANT DIRECTOR HAS INDICATED APPROVAL IN WRITING.

11. ADDITIONAL TERMS

11.1 CODE REVIEW

ALL DELIVERABLES THAT INCLUDE SOFTWARE CODE OR APPLICATIONS SHALL FOLLOW CURRENT INDUSTRY DESIGN AND BEST PRACTICES, INCLUDING, BUT NOT LIMITED TO THOSE PUBLISHED BY THE NATIONAL INSTITUTE OF STANDARDS & TECHNOLOGY (NIST), THE SANS (SYSADMIN, AUDIT, NETWORK, SECURITY (SANS) INSTITUTE), AND OTHER RECOGNIZED BODIES.

[VENDOR ABBREVIATION] SHALL COOPERATE WITH [AGENCY’S ABBREVIATION’S] CODE REVIEW OF THE RELEVANT SOFTWARE OR APPLICATION DELIVERABLES. PRIOR TO IMPLEMENTATION OR ACCEPTANCE OF A DELIVERABLE, [VENDOR ABBREVIATION] SHALL SUBJECT DELIVERABLES THAT INCLUDE SOFTWARE CODE OR SCRIPT TO INDEPENDENT APPLICATION REVIEW BY [AGENCY ABBREVIATION] OR ITS DELEGATED REVIEWER TO VALIDATE THAT ALL APPLICABLE

ENTERPRISE IT STANDARDS AND SECURITY POLICIES HAVE BEEN MET, AS WELL AS OTHER SPECIFICATIONS AS IDENTIFIED IN THIS AGREEMENT OR THE RELEVANT TASK ORDER. THE REVIEW SHALL BE PERFORMED BY INDIVIDUALS OTHER THAN [VENDOR ABBREVIATION] OR [AGENCY ABBREVIATION]'S STAFF WHO DEVELOPED THE DELIVERABLES. FOR PURPOSES OF THIS REQUIREMENT, "INDEPENDENT" MAY INCLUDE OTHER STAFF OF THE [AGENCY ABBREVIATION] PROVIDED NO DIRECT REPORTING RELATIONSHIPS EXIST BETWEEN THE DEVELOPMENT AND REVIEW ORGANIZATIONS.

11.2 WARRANTY

CONSISTENT WITH ITS43 RFR SECTION 3.12.5, [VENDOR ABBREVIATION] REPRESENTS AND WARRANTS TO [AGENCY ABBREVIATION] THAT:

- 11.2.1 [VENDOR ABBREVIATION] AND ITS SUBCONTRACTORS ARE SUFFICIENTLY STAFFED AND EQUIPPED TO FULFILL [VENDOR ABBREVIATION]'S OBLIGATIONS UNDER THIS AGREEMENT;
- 11.2.2 [VENDOR ABBREVIATION]'S SERVICES WILL BE PERFORMED:
 - 11.2.2.1 BY APPROPRIATELY QUALIFIED AND TRAINED PERSONNEL;
 - 11.2.2.2. WITH DUE CARE AND DILIGENCE AND TO A HIGH STANDARD OF QUALITY AS IS CUSTOMARY IN THE INDUSTRY;
 - 11.2.2.3 IN COMPLIANCE WITH THE MILESTONE SCHEDULE AND THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND
 - 11.2.2.4 IN ACCORDANCE WITH ALL APPLICABLE PROFESSIONAL STANDARDS FOR THE FIELD OF EXPERTISE;
- 11.2.3 DELIVERABLES DELIVERED UNDER THIS AGREEMENT WILL SUBSTANTIALLY CONFORM WITH THE TASKS AND DELIVERABLE DESCRIPTIONS SET FORTH IN THIS AGREEMENT;
- 11.2.4 ALL MEDIA ON WHICH [VENDOR ABBREVIATION] PROVIDES ANY SOFTWARE UNDER THIS AGREEMENT SHALL BE FREE FROM DEFECTS;
- 11.2.5 ALL SOFTWARE DELIVERED BY [VENDOR ABBREVIATION] UNDER THIS AGREEMENT SHALL BE FREE OF TROJAN HORSES, BACK DOORS, AND OTHER MALICIOUS CODE;
- 11.2.6 [VENDOR ABBREVIATION] HAS OBTAINED ALL RIGHTS, GRANTS, ASSIGNMENTS, CONVEYANCES, LICENSES, PERMISSIONS AND AUTHORIZATIONS NECESSARY OR INCIDENTAL TO ANY MATERIALS OWNED BY THIRD PARTIES SUPPLIED OR SPECIFIED BY [VENDOR ABBREVIATION] FOR INCORPORATION IN THE DELIVERABLES TO BE DEVELOPED;
- 11.2.7 DOCUMENTATION PROVIDED BY [VENDOR ABBREVIATION] UNDER THIS AGREEMENT SHALL BE IN SUFFICIENT DETAIL SO AS TO ALLOW SUITABLY SKILLED, TRAINED, AND EDUCATED [AGENCY ABBREVIATION] PERSONNEL TO UNDERSTAND THE OPERATION OF THE DELIVERABLES. [VENDOR ABBREVIATION] SHALL PROMPTLY, AT NO ADDITIONAL COST TO [AGENCY ABBREVIATION] MAKE CORRECTIONS TO ANY DOCUMENTATION THAT DOES NOT CONFORM TO THIS WARRANTY; AND
- 11.2.7 ANY SYSTEMS CREATED OR MODIFIED BY [VENDOR ABBREVIATION] UNDER THIS SOW SHALL OPERATE IN SUBSTANTIAL CONFORMANCE WITH THE SPECIFICATIONS FOR THE SYSTEM OR MODIFICATIONS FOR A MINIMUM OF THREE MONTHS (THE "WARRANTY PERIOD") AFTER AGENCY ACCEPTS SUCH SYSTEM OR MODIFICATIONS PURSUANT TO SECTION 6 OF THIS SOW. DURING THE WARRANTY PERIOD, [VENDOR ABBREVIATION] SHALL CORRECT ANY SEVERITY LEVEL I, II OR III DEFECTS, AS DEFINED IN THE RFR FOR ITS43, AT NO CHARGE TO [AGENCY ABBREVIATION].

11.3 TITLE AND INTELLECTUAL PROPERTY RIGHTS

[THESE TERMS WILL APPLY IF [VENDOR ABBREVIATION] WILL BE DEVELOPING OR MODIFYING SOFTWARE OR WILL BE DEVELOPING DELIVERABLES THAT CONTAIN OTHER INTELLECTUAL PROPERTY. THEY ARE SUBJECT TO NEGOTIATION. HOWEVER, THE APPROVAL OF THE GENERAL COUNSEL FOR ITD IS REQUIRED FOR ANY CHANGES TO THESE TERMS.]

11.3.1 DEFINITION OF PROPERTY

THE TERM PROPERTY AS USED HEREIN INCLUDES THE FOLLOWING FORMS OF PROPERTY: (1) CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION; (2) TRADEMARKS, TRADE NAMES, DISCOVERIES, INVENTIONS PROCESSES, METHODS AND IMPROVEMENTS, WHETHER OR NOT PATENTABLE OR SUBJECT TO COPYRIGHT PROTECTION AND WHETHER OR NOT REDUCED TO TANGIBLE FORM OR REDUCED TO PRACTICE; AND (3) WORKS OF AUTHORSHIP, WHEREIN SUCH FORMS OF PROPERTY ARE REQUIRED BY [VENDOR ABBREVIATION] TO DEVELOP, TEST, AND INSTALL THE [NAME PRODUCT TO BE DEVELOPED] THAT MAY CONSIST OF COMPUTER PROGRAMS (IN OBJECT AND SOURCE CODE FORM), SCRIPTS, DATA, DOCUMENTATION, THE AUDIO, VISUAL AND AUDIOVISUAL CONTENT RELATED TO THE LAYOUT AND GRAPHIC PRESENTATION OF THE [NAME PRODUCT TO BE DEVELOPED], TEXT, PHOTOGRAPHS, VIDEO, PICTURES, ANIMATION, SOUND RECORDINGS, TRAINING MATERIALS, IMAGES, TECHNIQUES, METHODS, ALGORITHMS, PROGRAM IMAGES, TEXT VISIBLE ON THE INTERNET, HTML CODE AND IMAGES, ILLUSTRATIONS, GRAPHICS, PAGES, STORYBOARDS, WRITINGS, DRAWINGS, SKETCHES, MODELS, SAMPLES, DATA, OTHER TECHNICAL OR BUSINESS INFORMATION, REPORTS, AND OTHER WORKS OF AUTHORSHIP FIXED IN ANY TANGIBLE MEDIUM.

11.3.2 SOURCE OF PROPERTY

THE DEVELOPMENT OF THE [NAME PRODUCT TO BE DEVELOPED] WILL INVOLVE INTELLECTUAL PROPERTY DERIVED FROM FOUR DIFFERENT SOURCES: (1) A THIRD PARTY SUCH AS ...[THIS PROVISION MAY NOT APPLY TO ALL CONTRACTS, BUT IT COULD APPLY IF [VENDOR ABBREVIATION] IS USING THIRD PARTY INTELLECTUAL PROPERTY TO PERFORM TASKS OR DELIVER DELIVERABLES, E.G. CONFIGURING ANOTHER ENTITY'S COTS]; (2) THAT DEVELOPED BY [VENDOR ABBREVIATION] FOR THE OPEN MARKET (E.G. [VENDOR ABBREVIATION]'S COMMERCIAL OFF THE SHELF SOFTWARE); (3) THAT DEVELOPED BY [VENDOR ABBREVIATION] FOR OTHER INDIVIDUAL CLIENTS, OR FOR INTERNAL PURPOSES PRIOR TO THE EFFECTIVE DATE OF THIS STATEMENT OF WORK AND NOT DELIVERED TO ANY OTHER CLIENT OF [VENDOR ABBREVIATION]'S; AND (4) DEVELOPED BY [VENDOR ABBREVIATION] SPECIFICALLY FOR THE PURPOSES OF FULFILLING ITS OBLIGATIONS TO [AGENCY ABBREVIATION] UNDER THE TERMS OF THIS AGREEMENT. OWNERSHIP OF THE FIRST AND SECOND CATEGORIES OF INTELLECTUAL PROPERTY IS ADDRESSED IN SEPARATE AGREEMENTS BETWEEN [AGENCY ABBREVIATION] AND THE CONTRACTORS AND RESELLERS OF WORK PRODUCT. THIS SECTION OF 11 THE STATEMENT OF WORK ADDRESSES EXCLUSIVELY OWNERSHIP RIGHTS IN THE THIRD AND FOURTH CATEGORIES OF INTELLECTUAL PROPERTY.

11.3.3 [VENDOR ABBREVIATION] PROPERTY AND LICENSE

[VENDOR ABBREVIATION] WILL RETAIN ALL RIGHT, TITLE AND INTEREST IN AND TO ALL PROPERTY DEVELOPED BY IT, I) FOR CLIENTS OTHER THAN THE COMMONWEALTH, AND II) FOR INTERNAL PURPOSES AND NOT YET DELIVERED TO ANY CLIENT, INCLUDING ALL COPYRIGHT, PATENT, TRADE SECRET, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS CREATED BY [VENDOR ABBREVIATION] IN CONNECTION WITH SUCH WORK (HEREINAFTER THE "[VENDOR ABBREVIATION] PROPERTY"). [AGENCY ABBREVIATION] ACKNOWLEDGES THAT ITS POSSESSION, INSTALLATION OR USE OF [VENDOR ABBREVIATION] PROPERTY WILL NOT TRANSFER TO IT ANY TITLE TO SUCH PROPERTY.

[AGENCY ABBREVIATION] ACKNOWLEDGES THAT [VENDOR ABBREVIATION] PROPERTY CONTAINS OR CONSTITUTES COMMERCIALY VALUABLE AND PROPRIETARY TRADE SECRETS OF [VENDOR ABBREVIATION], THE DEVELOPMENT OF WHICH INVOLVED THE EXPENDITURE OF SUBSTANTIAL TIME AND MONEY AND THE USE OF SKILLED DEVELOPMENT EXPERTS. [AGENCY ABBREVIATION] ACKNOWLEDGES THAT [VENDOR ABBREVIATION] PROPERTY IS BEING DISCLOSED TO [AGENCY ABBREVIATION] TO BE USED ONLY AS EXPRESSLY PERMITTED UNDER THE TERMS HEREIN. [AGENCY ABBREVIATION] WILL TAKE NO AFFIRMATIVE STEPS TO DISCLOSE SUCH INFORMATION TO THIRD PARTIES, AND, IF REQUIRED TO DO SO UNDER THE COMMONWEALTH'S PUBLIC RECORDS LAW, M.G.L. C. 66 § 10, OR BY LEGAL PROCESS, WILL PROMPTLY NOTIFY [VENDOR ABBREVIATION] OF THE IMMINENT DISCLOSURE SO THAT [VENDOR ABBREVIATION] CAN TAKE STEPS TO DEFEND ITSELF AGAINST SUCH DISCLOSURE.

EXCEPT AS EXPRESSLY AUTHORIZED HEREIN, [AGENCY ABBREVIATION] WILL NOT COPY, MODIFY, DISTRIBUTE OR TRANSFER BY ANY MEANS, DISPLAY, SUBLICENSE, RENT, REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE [VENDOR ABBREVIATION] PROPERTY.

[VENDOR ABBREVIATION] GRANTS TO [AGENCY ABBREVIATION], A FULLY-PAID, ROYALTY-FREE, NON-EXCLUSIVE, NON-TRANSFERABLE, WORLDWIDE, IRREVOCABLE, PERPETUAL, ASSIGNABLE LICENSE TO MAKE, HAVE MADE, USE, REPRODUCE, DISTRIBUTE, MODIFY, PUBLICLY DISPLAY, PUBLICLY PERFORM, DIGITALLY PERFORM, TRANSMIT, COPY, SUBLICENSE TO ANY [AGENCY ABBREVIATION] SUBCONTRACTOR FOR PURPOSES OF CREATING, IMPLEMENTING, MAINTAINING OR ENHANCING A DELIVERABLE, AND CREATE DERIVATIVE WORKS BASED UPON [VENDOR ABBREVIATION] PROPERTY, IN ANY MEDIA NOW KNOWN OR HEREAFTER KNOWN, TO THE EXTENT THE SAME ARE EMBODIED IN THE DELIVERABLES, OR OTHERWISE REQUIRED TO EXPLOIT THE DELIVERABLES. DURING THE TERM OF THIS AGREEMENT AND IMMEDIATELY UPON ANY EXPIRATION OR TERMINATION THEREOF FOR ANY REASON, [VENDOR ABBREVIATION] WILL PROVIDE TO [AGENCY ABBREVIATION] THE MOST CURRENT COPIES OF ANY [VENDOR ABBREVIATION] PROPERTY TO WHICH [AGENCY ABBREVIATION] HAS RIGHTS PURSUANT TO THE FOREGOING, INCLUDING ANY RELATED DOCUMENTATION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, AND NOTWITHSTANDING [AGENCY ABBREVIATION]'S USE OF [VENDOR ABBREVIATION] PROPERTY UNDER THE LICENSE CREATED HEREIN, [VENDOR ABBREVIATION] SHALL HAVE ALL THE RIGHTS AND INCIDENTS OF OWNERSHIP WITH RESPECT TO [VENDOR ABBREVIATION] PROPERTY, INCLUDING THE RIGHT TO USE SUCH PROPERTY FOR ANY PURPOSE WHATSOEVER AND TO GRANT LICENSES IN THE SAME TO THIRD PARTIES. VENDER SHALL NOT ENCUMBER OR OTHERWISE TRANSFER ANY RIGHTS THAT WOULD PRECLUDE A FREE AND CLEAR LICENSE GRANT TO THE COMMONWEALTH.

11.3.4 COMMONWEALTH PROPERTY

IN CONFORMANCE WITH THE COMMONWEALTH'S STANDARD TERMS AND CONDITIONS, ALL DELIVERABLES CREATED UNDER THIS AGREEMENT WHETHER MADE BY [VENDOR ABBREVIATION], SUBCONTRACTOR OR BOTH ARE THE PROPERTY OF [AGENCY ABBREVIATION], EXCEPT FOR THE [VENDOR ABBREVIATION] PROPERTY EMBODIED IN THE DELIVERABLE. [VENDOR ABBREVIATION] IRREVOCABLY AND UNCONDITIONALLY SELLS, TRANSFERS AND ASSIGNS TO [AGENCY ABBREVIATION] OR ITS DESIGNEE(S), THE ENTIRE RIGHT, TITLE, AND INTEREST IN AND TO ALL INTELLECTUAL PROPERTY RIGHTS THAT IT MAY NOW OR HEREAFTER POSSESS IN SAID DELIVERABLES, EXCEPT FOR THE [VENDOR ABBREVIATION] PROPERTY EMBODIED IN THE DELIVERABLES, AND ALL DERIVATIVE WORKS THEREOF. THIS SALE, TRANSFER AND ASSIGNMENT SHALL BE EFFECTIVE IMMEDIATELY UPON CREATION OF EACH DELIVERABLE AND SHALL INCLUDE ALL COPYRIGHT, PATENT, TRADE SECRET, TRADEMARK AND OTHER INTELLECTUAL PROPERTY RIGHTS CREATED BY [VENDOR ABBREVIATION] OR [VENDOR ABBREVIATION]'S SUBCONTRACTOR IN CONNECTION WITH SUCH WORK (HEREINAFTER THE "COMMONWEALTH PROPERTY").

ALL COPYRIGHTABLE MATERIAL CONTAINED WITHIN A DELIVERABLE AND CREATED UNDER THIS AGREEMENT ARE WORKS MADE FOR HIRE. [VENDOR ABBREVIATION] BEARS THE BURDEN TO PROVE THAT A WORK WITHIN A DELIVERABLE WAS NOT CREATED UNDER THIS AGREEMENT. IF WORK IS DETERMINED TO NOT BE MADE FOR HIRE OR THAT DESIGNATION IS NOT SUFFICIENT TO SECURE RIGHTS, TO THE FULLEST EXTENT ALLOWABLE AND FOR THE FULL TERM OF PROTECTION OTHERWISE ACCORDED TO [VENDOR ABBREVIATION] UNDER SUCH LAW, [VENDOR ABBREVIATION] SHALL AND HEREBY IRREVOCABLY DOES, ASSIGN AND TRANSFER TO [AGENCY ABBREVIATION] FREE FROM ALL LIENS AND OTHER ENCUMBRANCES OR RESTRICTIONS, ALL RIGHT, TITLE AND INTEREST [VENDOR ABBREVIATION] MAY HAVE OR COME TO HAVE IN AND TO SUCH DELIVERABLE. [VENDOR ABBREVIATION] HEREBY WAIVES IN FAVOR OF [AGENCY ABBREVIATION] (AND SHALL CAUSE ITS PERSONNEL TO WAIVE IN FAVOR OF CLIENT IN WRITING SIGNED BY SUCH PERSONNEL) ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.

[VENDOR ABBREVIATION] AGREES TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS THAT MAY BE REASONABLY REQUESTED BY [AGENCY ABBREVIATION] TO EVIDENCE THE TRANSFER OF OWNERSHIP OF OR LICENSE TO INTELLECTUAL PROPERTY RIGHTS DESCRIBED IN THIS SECTION 11, INCLUDING PROVIDING ANY CODE USED EXCLUSIVELY TO DEVELOP SUCH DELIVERABLES FOR [AGENCY ABBREVIATION] AND THE DOCUMENTATION FOR SUCH CODE. [VENDOR ABBREVIATION] ACKNOWLEDGES THAT THERE ARE CURRENTLY AND THAT THERE MAY BE FUTURE RIGHTS THAT THE COMMONWEALTH MAY OTHERWISE BECOME ENTITLED TO WITH RESPECT TO COMMONWEALTH PROPERTY THAT DOES NOT YET EXIST, AS WELL AS NEW USES, MEDIA, MEANS AND FORMS OF EXPLOITATION, CURRENT OR FUTURE TECHNOLOGY YET TO BE DEVELOPED, AND THAT [VENDOR ABBREVIATION] SPECIFICALLY INTENDS THE FOREGOING OWNERSHIP OR RIGHTS BY THE COMMONWEALTH TO INCLUDE ALL SUCH NOW KNOWN OR UNKNOWN USES, MEDIA AND FORMS OF EXPLOITATION.

THE COMMONWEALTH RETAINS ALL RIGHT, TITLE AND INTEREST IN AND TO ALL DERIVATIVE WORKS OF COMMONWEALTH PROPERTY.

[AGENCY ABBREVIATION] HEREBY GRANTS TO [VENDOR ABBREVIATION] A NONEXCLUSIVE, REVOCABLE LICENSE TO USE, COPY, MODIFY AND PREPARE DERIVATIVE WORKS OF COMMONWEALTH PROPERTY ONLY DURING THE TERM AND ONLY FOR THE PURPOSE OF PERFORMING SERVICES AND DEVELOPING DELIVERABLES FOR THE [AGENCY ABBREVIATION] UNDER THIS AGREEMENT.

WITH RESPECT TO WEB SITE DEVELOPMENT CONTRACTS, [AGENCY ABBREVIATION] WILL BEAR SOLE RESPONSIBILITY FOR REGISTERING THE SOFTWARE OR SYSTEM DOMAIN NAME OR URL, APPLYING FOR ANY TRADEMARK REGISTRATION RELATING TO THE SOFTWARE OR SYSTEM DOMAIN NAME OR URL AND APPLYING FOR ANY COPYRIGHT REGISTRATION RELATED TO ITS COPYRIGHT OWNERSHIP WITH RESPECT TO ANY COMMONWEALTH PROPERTY.

11.3.5 THIRD-PARTY INTELLECTUAL PROPERTY

IF THE DELIVERABLES CONTAIN OR WILL CONTAIN ANY THIRD-PARTY INTELLECTUAL PROPERTY TO WHICH [VENDOR ABBREVIATION] INTENDS TO PROVIDE A SUBLICENSE, [VENDOR ABBREVIATION] MUST PROVIDE COPIES OF ALL SUCH SUBLICENSE AGREEMENTS AS EARLY IN THE PROCESS AS POSSIBLE. THE SUBLICENSE AGREEMENTS MUST BE INCLUDED IN [VENDOR ABBREVIATION]'S INITIAL QUOTATION TO THE [AGENCY ABBREVIATION], OR, IF THE REQUIREMENT TO UTILIZE SUBLICENSED INTELLECTUAL PROPERTY IS NOT KNOWN AT THE OUTSET OF THE PROJECT, AS SOON AS THE REQUIREMENT BECOMES KNOWN. SUBLICENSES TO THIRD-PARTY INTELLECTUAL PROPERTY CAN ONLY BE PROVIDED UNDER ITS43 IF THEY ARE PROVIDED AT NO CHARGE TO THE COMMONWEALTH.

11.4 [AGENCY ABBREVIATION]'S RESPONSIBILITIES

IN ADDITION TO THE TASKS SET FORTH IN "[EQUIPMENT, WORK SPACE, OFFICE SUPPLIES](#)," [AGENCY ABBREVIATION] SHALL BE RESPONSIBLE FOR THE FOLLOWING [INSERT ANY ADDITIONAL OBLIGATIONS THAT AGENCY MUST FULFILL; USE THIS SECTION SPARINGLY; INCLUDE RESPONSIBILITY FOR PROCURING HARDWARE AND COMMERCIAL OFF THE SHELF SOFTWARE LICENSES OR PROVIDING TRAVEL REIMBURSEMENT.].

11.5 SOFTWARE ESCROW

[ADDRESS SOFTWARE ESCROW IF APPLICABLE, USUALLY IN THE CASE WHEREIN AGENCY IS PURCHASING A SYSTEM BASED ON CODE THAT WILL NOT BE OWNED BY THE COMMONWEALTH. IF THE COMMONWEALTH WILL OWN THE CODE, SOFTWARE ESCROW IS NOT NEEDED UNLESS THE CODE WILL BE SHARED BY MULTIPLE AGENCIES.]

12. [VENDOR ABBREVIATION] TASKS AND DELIVERABLES

THIS SECTION DESCRIBES THE DELIVERABLES THAT [VENDOR ABBREVIATION] WILL PROVIDE TO [AGENCY ABBREVIATION] AND THE TASKS THAT [VENDOR ABBREVIATION] WILL COMPLETE BY THE END OF THE ENGAGEMENT DESCRIBED IN THIS SOW. A TASK OR DELIVERABLE WILL BE CONSIDERED "COMPLETE" WHEN ALL THE ACCEPTANCE

CRITERIA SET FORTH IN THIS SOW HAVE BEEN MET OR THE PRESCRIBED REVIEW PERIOD FOR EACH DELIVERABLE OR TASK HAS EXPIRED WITHOUT WRITTEN RESPONSE FROM [AGENCY ABBREVIATION]. THE TASK/DELIVERABLE NUMBERS ARE REFERRED TO IN SUBSEQUENT SECTIONS THROUGHOUT THIS SOW.

ALL WRITTEN DOCUMENTS SHALL BE DELIVERED IN MACHINE-READABLE FORMAT, CAPABLE OF BEING COMPLETELY AND ACCURATELY REPRODUCED BY COMPUTER SOFTWARE ON A LASER PRINTER. ALL ITEMIZED AND/OR ANNOTATED LISTS SHALL BE DELIVERED IN COMPUTER SPREADSHEETS, CAPABLE OF BEING IMPORTED TO MICROSOFT EXCEL 2000 [OR NAME ALTERNATIVE DESKTOP SOFTWARE USED BY AGENCY]. ALL MEETINGS SHALL BE HELD IN [INSERT LOCATION FOR MEETINGS, SUCH AS ADDRESS OF RELEVANT AGENCY OFFICE] UNLESS AGREED TO OTHERWISE BY THE PROJECT MANAGERS. MEETINGS MUST BE SCHEDULED AT LEAST THREE FULL BUSINESS DAYS IN ADVANCE, WITH REASONABLE ACCOMMODATION OF ATTENDEES’ SCHEDULES. ALL MEETING RESULTS WILL BE DESCRIBED IN A FOLLOW-UP REPORT GENERATED BY [VENDOR ABBREVIATION] PROJECT MANAGER AND APPROVED BY THE [AGENCY ABBREVIATION] PROJECT MANAGER.

12.1 FIXED PRICE TASKS AND DELIVERABLES:

[AGENCY AND VENDOR INSERT: DRAFT THE SPECIFIC DESCRIPTION FOR EACH FIXED PRICE TASK OR AND DELIVERABLE THAT IS MATERIAL FOR COMPLETION OF SERVICES AND DELIVERABLES FOR WORK EFFORTS UNDER THE RFQ.]

FOR THE FIXED PRICE TASKS AND DELIVERABLES OF THIS AGREEMENT, [VENDOR ABBREVIATION] SHALL PERFORM TASKS OR DELIVER DELIVERABLES IN CONFORMANCE WITH THE DESCRIPTION AND METRICS OF ACCEPTANCE ON OR BEFORE MILESTONE SCHEDULE DATE SET FORTH IN TABLE 2.

**TABLE 2
DELIVERABLES AND TASKS**

DELIVERABLE OR TASK NUMBER	DELIVERABLE OR TASK NAME	DESCRIPTION AND METRICS OF ACCEPTANCE	MILESTONE SCHEDULE (DUE DATE)
1.1		[FOR EACH DELIVERABLE OR TASK, DESCRIBE DELIVERABLE AND LIST METRICS FOR ACCEPTANCE]	
1.2			

12.2 TIME AND MATERIALS PERSONNEL

[VENDOR ABBREVIATION] AGREES TO PROVIDE THE FOLLOWING NAMED RESOURCES, WHOSE RESUME IS ATTACHED HERETO AS EXHIBIT [INSERT NUMBER], ON A TIME AND MATERIALS BASIS AND AS DESCRIBED IN ANY RELEVANT TASK ORDER ENTERED INTO HEREUNDER:

**TABLE 3
TIME AND MATERIALS RESOURCES**

NAMED RESOURCE	TITLE	HOURLY RATE

12.3 PAYMENT TERMS

ALL PAYMENTS UNDER THIS AGREEMENT SHALL BE MADE IN ACCORDANCE WITH THE COMMONWEALTH'S BILL PAYING POLICY.

12.1.1 FIXED PRICE PAYMENTS FOR TASKS AND DELIVERABLES

A DELIVERABLE OR TASK WILL BE CONSIDERED "COMPLETED" WHEN [AGENCY ABBREVIATION] HAS DETERMINED THAT THE ACCEPTANCE CRITERIA FOR THAT SPECIFIC DELIVERABLE OR TASK HAS BEEN MET AS SPECIFIED IN TABLE 4 OF THIS SOW OR THE RELEVANT TASK ORDER, AND ELSEWHERE IN THIS AGREEMENT. [VENDOR ABBREVIATION] AGREES TO INVOICE THE COMMONWEALTH FOR THE DELIVERABLES OR WORK COMPLETED PER THE REQUIREMENTS SET FORTH IN THIS SOW AND THE RELEVANT TASK ORDER. [AGENCY ABBREVIATION] WILL MAKE PAYMENTS TO [VENDOR ABBREVIATION] ONLY AFTER RECEIVING AN ACCURATE INVOICE FOR TASKS AND DELIVERABLES COMPLETED AND ACCEPTED PURSUANT TO SECTION 6 OF THIS SOW. PAYMENTS FOR SPECIFIC TASKS AND DELIVERABLES SHALL BE MADE IN ACCORDANCE WITH TABLE 4 BELOW.

**TABLE 4
FIXED PRICE DELIVERABLES AND TASKS**

<u>DELIVERABLE OR TASK NUMBER</u>	<u>DELIVERABLE OR TASK NAME</u>	<u>MILESTONE PAYMENT</u>
1.1		
1.2		

12.1.2 TIME AND MATERIALS PAYMENTS

FOR THE TIME AND MATERIALS SERVICES PROVIDED IN ANY TASK ORDER ENTERED HEREUNDER, [VENDOR ABBREVIATION] SHALL COMPLETE THE WORK DESCRIBED IN THE RELEVANT TASK ORDER AND AS SCHEDULED THROUGH WEEKLY PLANNING MEETINGS. [VENDOR ABBREVIATION] WILL SUBMIT WEEKLY REPORTS TO THE [AGENCY ABBREVIATION] PROJECT MANAGER DETAILING THE HOURS ACTUALLY WORKED BY THE NAMED RESOURCE PERFORMING TIME AND MATERIALS WORK AND DESCRIBED HEREIN OR IN THE RELEVANT TASK ORDER. THE WEEKLY

REPORTING MUST SHOW ACTUAL RESOURCE HOURS WORKED AGAINST ASSIGNED TASKS. [VENDOR ABBREVIATION] WILL ALSO REPORT WEEKLY TO THE [AGENCY ABBREVIATION] PROJECT MANAGER ITS EXPECTED WORK EFFORT THE FORTHCOMING WEEK, SHOWING THE NAMED RESOURCE’S EXPECTED LEVEL OF EFFORT. THE NAMED RESOURCE WILL BE AUTHORIZED FOR WORK WITHOUT THE PRIOR REVIEW AND AUTHORIZATION BY THE [AGENCY ABBREVIATION] PROJECT MANAGER.

[VENDOR ABBREVIATION] SHALL PROVIDE A BI-WEEKLY INVOICE TO [AGENCY ABBREVIATION] PROJECT MANAGER FOR THE ACTUAL HOURS WORKED PER WEEK OF THE NAMED RESOURCE IDENTIFIED IN TABLE 3. NO INVOICE WILL EXCEED 37.5 HOURS PER WEEK PER RESOURCE, AND THE TOTAL PAYMENTS UNDER THIS SOW OR THE RELEVANT TASK ORDER WILL NOT EXCEED THE AUTHORIZED HOURS OR THE TOTAL AUTHORIZED AMOUNT AS IDENTIFIED IN THE RELEVANT TASK ORDER. THE [AGENCY ABBREVIATION] PROJECT MANAGER WILL REVIEW AND APPROVE THESE INVOICES BASED ON SATISFACTORY WORK PERFORMANCE BY THE NAMED RESOURCE. THE [AGENCY ABBREVIATION] PROJECT MANAGER MAY TERMINATE USE OF THE NAMED RESOURCE BY PROVIDING TEN (10) DAYS WRITTEN NOTICE TO [VENDOR ABBREVIATION] PROJECT MANAGER. IF TERMINATION IS “FOR CAUSE”, OR FOR A VIOLATION OF A TERM OF THIS AGREEMENT, [AGENCY ABBREVIATION] MAY TERMINATE USE OF THE NAMED RESOURCE EFFECTIVE IMMEDIATELY BY PROVIDING WRITTEN NOTICE TO [VENDOR ABBREVIATION] PROJECT MANAGER.

13. TRANSFER OF ENGAGEMENT PRODUCTS AT CONTRACT TERMINATION

[ADDRESS ANY SPECIAL REQUIREMENTS FOR TRANSFER OF THE APPLICATION AND/OR OTHER ENGAGEMENT PRODUCTS TO THE COMMONWEALTH OR TO ANOTHER VENDOR AT CONTRACT TERMINATION.]

13. MAINTENANCE

[AGENCY AND VENDOR: ADDRESS MAINTENANCE TO BE PROVIDED BY VENDOR, IF ANY, AND COST THEREOF]

THE UNDERSIGNED HEREBY REPRESENT THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS SOW ON BEHALF OF THEIR RESPECTIVE ORGANIZATIONS.

[AGENCY NAME]

[VENDOR NAME]

[AGENCY SIGNATORY AND TITLE]

[VENDOR SIGNATORY AND TITLE]

DATE

DATE

EXHIBIT A

INTELLECTUAL PROPERTY AND WORK EFFORT AGREEMENT FOR VENDOR'S EMPLOYEES, CONSULTANTS, AND AGENTS

CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS AND REPRESENTATION OF NON-INFRINGEMENT AGREEMENT; OTHER REPRESENTATIONS

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT HE OR SHE IS AN EMPLOYEE OR CONSULTANT TO OF THE FOLLOWING VENDOR OF THE COMMONWEALTH OF MASSACHUSETTS:

NAME OF VENDOR: _____ (“VENDOR”)

AND DESIRES TO BE ASSIGNED BY THE VENDOR TO PERFORM SERVICES FOR THE COMMONWEALTH, AND THAT THE VENDOR DESIRES TO ASSIGN YOU TO PERFORM SERVICES ON ONE OR MORE PROJECTS FOR THE COMMONWEALTH, BUT ONLY UNDER THE CONDITION THAT YOU SIGN THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

NOW THEREFORE, IN CONSIDERATION OF YOUR ASSIGNMENT TO WORK FOR THE COMMONWEALTH, THE ACCESS YOU HAVE TO THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. CONFIDENTIALITY OF THE COMMONWEALTH'S MATERIALS. YOU AGREE THAT BOTH DURING YOUR ASSIGNMENT AT THE COMMONWEALTH AND THEREAFTER YOU WILL NOT USE FOR YOUR OWN BENEFIT, OR DIVULGE OR DISCLOSE TO ANYONE EXCEPT TO PERSONS WITHIN THE COMMONWEALTH WHOSE POSITIONS REQUIRE THEM TO KNOW IT, ANY INFORMATION NOT ALREADY LAWFULLY AVAILABLE TO THE PUBLIC CONCERNING THE COMMONWEALTH (“CONFIDENTIAL INFORMATION”), INCLUDING BUT NOT LIMITED TO INFORMATION REGARDING ANY WEBSITE OF THE COMMONWEALTH, ANY E-COMMERCE PRODUCTS OR SERVICES, ANY WEB DEVELOPMENT STRATEGY, ANY FINANCIAL INFORMATION OR ANY INFORMATION REGARDING USERS OF OR VENDORS TO THE COMMONWEALTH'S WEBSITES. CONFIDENTIAL INFORMATION ALSO INCLUDES, WITHOUT LIMITATION, ANY TECHNICAL DATA, DESIGN, PATTERN, FORMULA, COMPUTER PROGRAM, SOURCE CODE, OBJECT CODE, ALGORITHM, SUBROUTINE, MANUAL, PRODUCT SPECIFICATION, OR PLAN FOR A NEW, REVISED OR EXISTING PRODUCT OR WEB SITE; ANY BUSINESS, MARKETING, FINANCIAL OR SALES INFORMATION; AND THE PRESENT OR FUTURE PLANS OF THE COMMONWEALTH WITH RESPECT TO THE DEVELOPMENT OF ITS WEB SITES AND WEB SERVICES.
2. ALL DEVELOPMENTS THE PROPERTY OF THE COMMONWEALTH. ALL CONFIDENTIAL, PROPRIETARY OR OTHER TRADE SECRET INFORMATION AND ALL OTHER WORKS OF AUTHORSHIP, TRADEMARKS, TRADE NAMES, DISCOVERIES, INVENTIONS, PROCESSES, METHODS AND IMPROVEMENTS, CONCEIVED, DEVELOPED, OR OTHERWISE MADE BY YOU, ALONE OR WITH OTHERS, AND IN ANY WAY RELATING TO THE COMMONWEALTH OR ANY OF ITS WEB DEVELOPMENT PROJECTS, WHETHER OR NOT PATENTABLE OR SUBJECT TO COPYRIGHT PROTECTION AND WHETHER OR NOT REDUCED TO TANGIBLE FORM OR REDUCED TO PRACTICE DURING THE PERIOD OF YOUR ASSIGNMENT WITH THE COMMONWEALTH (“DEVELOPMENTS”) SHALL BE THE SOLE PROPERTY OF THE VENDOR'S CUSTOMER, THE COMMONWEALTH. ALL COPYRIGHTABLE MATERIAL CONTAINED WITHIN A DEVELOPMENT DURING THE PERIOD OF YOUR ASSIGNMENT WITH THE COMMONWEALTH ARE WORKS MADE FOR HIRE. YOU BEAR THE BURDEN TO PROVE THAT A WORK WAS NOT MADE DURING THE PERIOD OF YOUR ASSIGNMENT WITH THE COMMONWEALTH. IF A WORK IS DETERMINED TO NOT BE MADE FOR HIRE OR THAT DESIGNATION IS NOT SUFFICIENT TO SECURE RIGHTS, TO THE FULLEST EXTENT ALLOWABLE AND FOR THE FULL TERM OF PROTECTION OTHERWISE ACCORDED TO YOU UNDER SUCH LAW, YOU SHALL AND HEREBY IRREVOCABLY DO, ASSIGN AND TRANSFER TO THE COMMONWEALTH FREE FROM ALL LIENS AND OTHER ENCUMBRANCES OR RESTRICTIONS, ALL RIGHT, TITLE AND INTEREST YOU MAY HAVE OR COME TO HAVE IN AND TO SUCH DEVELOPMENT. YOU HEREBY

WAIVE IN FAVOR OF THE COMMONWEALTH ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) YOU MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS. YOU AGREE TO DISCLOSE ALL DEVELOPMENTS PROMPTLY, FULLY AND IN WRITING TO THE COMMONWEALTH PROMPTLY AFTER DEVELOPMENT OF THE SAME, AND AT ANY TIME UPON REQUEST. YOU AGREE TO, AND HEREBY DO ASSIGN TO THE COMMONWEALTH ALL YOUR RIGHT, TITLE AND INTEREST THROUGHOUT THE WORLD IN AND TO ALL DEVELOPMENTS WITHOUT ANY OBLIGATION ON THE PART OF THE COMMONWEALTH TO PAY ROYALTIES OR ANY OTHER CONSIDERATION TO YOU IN RESPECT OF SUCH DEVELOPMENTS. YOU AGREE TO ASSIST THE VENDOR'S CUSTOMER THE COMMONWEALTH, (WITHOUT CHARGE, BUT AT NO COST TO YOU) TO OBTAIN AND MAINTAIN FOR ITSELF SUCH RIGHTS.

3. RETURN OF THE COMMONWEALTH'S MATERIALS. AT THE TIME OF THE TERMINATION OF YOUR ASSIGNMENT WITH THE COMMONWEALTH, YOU AGREE TO RETURN TO THE COMMONWEALTH ALL COMMONWEALTH MATERIALS, DOCUMENTS AND PROPERTY, IN YOUR POSSESSION OR CONTROL, INCLUDING WITHOUT LIMITATION, ALL MATERIALS RELATING TO WORK DONE WHILE ASSIGNED BY THE VENDOR TO PROJECTS FOR COMMONWEALTH OR RELATING TO THE PROCESSES AND MATERIALS OF THE COMMONWEALTH. YOU ALSO AGREE TO RETURN TO THE COMMONWEALTH ALL MATERIALS CONCERNING PAST, PRESENT AND FUTURE OR POTENTIAL PRODUCTS AND/OR SERVICES OF THE COMMONWEALTH. YOU ALSO AGREE TO RETURN TO THE COMMONWEALTH ALL MATERIALS PROVIDED BY PERSONS DOING BUSINESS WITH THE COMMONWEALTH AND ALL TEACHING MATERIALS PROVIDED BY THE COMMONWEALTH.
4. REPRESENTATION OF NON-INFRINGEMENT. YOU HEREBY REPRESENT AND WARRANT THAT, TO YOUR BEST KNOWLEDGE, NO SOFTWARE, NO WEB CONTENT AND NO OTHER INTELLECTUAL PROPERTY THAT YOU DEVELOP DURING YOUR ASSIGNMENT TO AND DELIVER TO THE COMMONWEALTH, AND NO DEVELOPMENTS MADE BY YOU AND ASSIGNED TO THE COMMONWEALTH PURSUANT TO SECTION 2 ABOVE, SHALL INFRINGE A PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.
5. NO CONFLICTING AGREEMENTS. YOU REPRESENT AND WARRANT THAT YOU ARE NOT A PARTY TO ANY AGREEMENT OR ARRANGEMENT WHICH WOULD CONSTITUTE A CONFLICT OF INTEREST WITH THE OBLIGATIONS UNDERTAKEN HEREUNDER OR WOULD PREVENT YOU FROM CARRYING OUT YOUR OBLIGATIONS HEREUNDER.
6. TAX PAYMENTS. YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE PAID ALL DUE STATE AND FEDERAL TAXES, OR, IF YOUR TAX STATUS IS IN DISPUTE OR IN THE PROCESS OF SETTLEMENT, THAT YOU HAVE RESPONDED AS DIRECTED AND WITHIN THE REQUIRED TIMEFRAMES TO ALL COMMUNICATIONS RECEIVED FROM THE STATE OR FEDERAL GOVERNMENT.
7. YOU ACKNOWLEDGE THAT YOU ARE NOT AN EMPLOYEE OF ANY MASSACHUSETTS STATE OR MUNICIPAL GOVERNMENT AGENCY, AND ARE NOT ENTITLED TO ANY BENEFITS, GUARANTEES OR OTHER RIGHTS GRANTED TO STATE OR MUNICIPAL GOVERNMENT AGENCIES, INCLUDING BUT NOT LIMITED TO GROUP INSURANCE, DISABILITY INSURANCE, PAID VACATIONS, SICK LEAVE OR OTHER LEAVE, RETIREMENTS PLANS, HEALTH PLANS, OR PREMIUM OVERTIME PAY. SHOULD YOU BE DEEMED TO BE ENTITLED TO RECEIVE ANY SUCH BENEFITS BY OPERATION OF LAW OR OTHERWISE, YOU EXPRESSLY WAIVE ANY CLAIM OR ENTITLEMENT TO RECEIVING SUCH BENEFITS FROM MASSACHUSETTS STATE OR MUNICIPAL GOVERNMENT AGENCIES.
8. MISCELLANEOUS:
 - a. THE COMMONWEALTH IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT WITH FULL RIGHTS TO ENFORCE ITS TERMS DIRECTLY
 - b. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, SUPERSEDING ANY PREVIOUS ORAL OR WRITTEN AGREEMENTS.
 - c. YOUR OBLIGATIONS UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF YOUR ASSIGNMENT WITH THE COMMONWEALTH REGARDLESS OF THE MANNER OF OR REASONS FOR SUCH TERMINATION. YOUR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFITS OF THE HEIRS, ASSIGNS, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES OF THE PARTIES.

- d. YOU AGREE THAT THE TERMS OF THIS AGREEMENT ARE REASONABLE AND PROPERLY REQUIRED FOR THE ADEQUATE PROTECTION OF OUR CUSTOMER THE COMMONWEALTH'S LEGITIMATE BUSINESS INTERESTS. YOU AGREE THAT IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE CONTRARY TO ANY APPLICABLE STATUTE, LAW, RULE, OR POLICY OR FOR ANY REASON UNENFORCEABLE AS WRITTEN, THEN SUCH COURT MAY MODIFY ANY OF SUCH PROVISIONS SO AS TO PERMIT ENFORCEMENT THEREOF TO THE MAXIMUM EXTENT PERMISSIBLE AS THUS MODIFIED. FURTHER, YOU AGREE THAT ANY FINDING BY A COURT OF COMPETENT JURISDICTION THAT ANY PROVISION OF THIS AGREEMENT IS CONTRARY TO ANY APPLICABLE STATUTE, LAW, OR POLICY OR FOR ANY REASON UNENFORCEABLE AS WRITTEN SHALL HAVE NO EFFECT UPON ANY OTHER PROVISIONS AND ALL OTHER PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.
- e. YOU AGREE THAT ANY BREACH OF THIS AGREEMENT WILL CAUSE IMMEDIATE AND IRREPARABLE HARM TO THE VENDOR'S CUSTOMER THE COMMONWEALTH NOT COMPENSABLE BY MONETARY DAMAGES AND THAT THE COMMONWEALTH WILL BE ENTITLED TO OBTAIN INJUNCTIVE RELIEF, IN ADDITION TO ALL OTHER RELIEF, IN ANY COURT OF COMPETENT JURISDICTION, TO ENFORCE THE TERMS OF THIS AGREEMENT, WITHOUT HAVING TO PROVE OR SHOW ANY ACTUAL DAMAGE TO THE COMMONWEALTH.
- f. NO FAILURE TO INSIST UPON STRICT COMPLIANCE WITH ANY OF THE TERMS, COVENANTS, OR CONDITIONS HEREOF, AND NO DELAY OR OMISSION IN EXERCISING ANY RIGHT UNDER THIS AGREEMENT, WILL OPERATE AS A WAIVER OF SUCH TERMS, COVENANTS, CONDITIONS OR RIGHTS. A WAIVER OR CONSENT GIVEN ON ANY ONE OCCASION IS EFFECTIVE ONLY IN THAT INSTANCE AND WILL NOT BE CONSTRUED AS A BAR TO OR WAIVER OF ANY RIGHT ON ANY OTHER OCCASION.
- g. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO THE DOCTRINE OF CONFLICTS OF LAW. THIS AGREEMENT IS EXECUTED UNDER SEAL.

THE UNDERSIGNED BELIEVES THAT THIS AGREEMENT IMPOSES REASONABLE STANDARDS OF CONDUCT FOR ALL OF THE EMPLOYEES, CONSULTANTS, AND AGENTS OF THE VENDOR ON ASSIGNMENT AT THE COMMONWEALTH, AND THAT THIS AGREEMENT WILL SERVE TO BEST PROTECT THE INTERESTS OF ALL INVOLVED PARTIES. IF YOU AGREE WITH THE TERMS SET FORTH HEREIN, PLEASE SIGN AND RETURN THIS AGREEMENT.

AGREED AND ACCEPTED:

NAME OF EMPLOYEE, CONSULTANT,
OR AGENT

SIGNATURE

DATE

NAME OF VENDOR

VENDOR SIGNATURE

VENDOR SIGNATORY NAME

VENDOR SIGNATORY TITLE

VENDOR SIGNATURE DATE