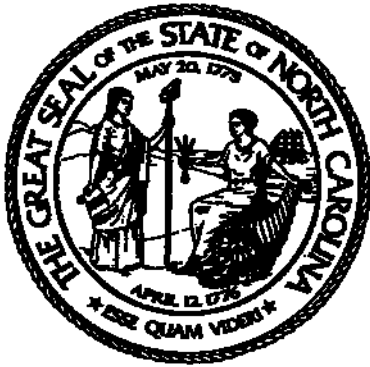


Authorized Award to Comsys
7-31-2007

North Carolina Office of State Budget and Management



Web Site Redesign Project

Scope Statement

Tracking No. TECH-003505

David McCoy
State Budget Officer

Prepared by:
Office of State Budget
and Management
<http://www.osbm.state.nc.us>

May 30, 2007

SCOPE STATEMENT

Issuing Agency:	Office of State Budget and Management
Project Name:	OSBM Web Site Redesign
Tracking Number:	TECH-003505
Agency Contact:	Joel Sigmon
Contact E-mail:	Joel.Sigmon@ncmail.net
Technical Services Contract:	Attachment 5 - Web Based Development
Issue Date:	May 30, 2007
Due Date for Questions:	June 6, 2007, 10:00 am
Due Date for Proposals:	June 22, 2007, 9:00 am
Delivery Instructions:	Address Scope Statement responses to: Office of State Budget and Management Attention: Joel Sigmon Administration Building, Rm. 5200 116 West Jones St. Raleigh, NC 27603-8005

Questions must be sent to Joel.Sigmon@ncmail.net by the specified deadline above. Please put "**OSBM Web Site Redesign Questions**" in the subject line of your e-mail. Responses to the questions will be e-mailed to all eligible vendors on Attachment 5 of the Technical Services Contract. Oral answers are not binding on the State. Vendor contact regarding this Scope Statement with anyone other than Joel Sigmon will be grounds for rejection of said vendor's offer.

IMPORTANT: The Vendor must provide two (2) originals and six (6) copies of the proposal package as well as a CD with the proposal in Microsoft Word format. The proposals must be delivered to the address listed above.

All responses are due at the Office of State Budget and Management by the date and time specified above. Responses should be placed in a sealed package and clearly labeled with the name of your company and "TECH-003505 OSBM Web Site Redesign" on the outside of the package.

The proposal shall contain an Execution Page signed by an authorized officer of the company, which can be found on page 21 of this Scope Statement. Do not mark your

entire response as "Confidential and/or Proprietary." Only vendor information referenced in the NC Information Technology General Terms and Conditions for Goods and related Services, Section 17, "Confidentiality" may be confidential. Acceptance of proposals for evaluation when marked confidential or proprietary, or as exempt from disclosure under N.C. Public Records laws, shall not be constituted a determination by the State that any materials or information contained therein are exempt from disclosure.

The Vendor must notify the Office of State Budget and Management in advance of any proprietary or confidential materials contained in the proposal and provide justification for not making such material public. The Office of State Budget and Management shall have sole discretion to disclose or not disclose such material, consistent with state law.

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A. Scope Statement Purpose

The purpose of this scope statement is to solicit proposals from eligible vendors for the redesign of the Office of State Budget and Management Web sites. The target date for putting the redesign into production is November 30, 2007.

B. Agency Background

The Office of State Budget and Management (OSBM) promotes the use of statewide standards for budgeting procedures and the sharing of common budgeting and planning data across the state. OSBM delivers these services in a manner consistent with the objectives of the administration and in accordance with the General Statutes and the Constitution of the State of North Carolina.

It is the purpose of the Office of State Budget and Management to:

- Provide fiscal advice to the Governor to carry out his constitutional and statutory duties as Director of the Budget
- Prepare the Governor's recommended operating and capital budget through budget and policy research and analysis to ensure the efficient use of taxpayer dollars
- Administer the legislatively certified budget by monitoring state agencies' expenditures to ensure adherence to state laws and executive and/or legislative intent
- Forecast and monitor state revenues through research and modeling of tax and economic information to ensure the proper basis for budgeting
- Conduct productivity studies and provide management analysis service to state and local agencies to help them work more effectively and efficiently
- Design, build, and maintain statewide budgeting, statistical, and managerial applications
- Oversee, review, and evaluate state agency information technology system requests to ensure that the state derives value from these IT investments
- Assist government agencies and the public in using socioeconomic data and provide census and state agency statistics about North Carolina
- Develop and test mathematical models to produce official population estimates and projections for the state, counties, and municipalities
- Provide for the uniform administration of state grants to non-state entities
- Review administrative rules and the cost of administrative rules

Additional information about the Office of State Budget and Management can be found at: <http://www.osbm.state.nc.us>

C. Project Overview

The purpose of this project is to provide a contemporary, professional design for OSBM Web sites. Design requirements include well-organized content, consistent graphics, logical navigation, and improved search capability.

Most of the work for the awarded Vendor will involve redesigning OSBM's main Web site¹ using existing content and new content supplied by OSBM staff during the course of the project. Design features and navigation developed for this site must be "portable" to allow OSBM developers to embed banners, menus, graphics, and other design elements into its Web-based applications or other Web sites.

OSBM Web sites are of two types:

1. Sites containing mostly static content that consist primarily of HTML pages, PDF files, Word documents, and Excel spreadsheets. Dynamic content on these sites is limited. OSBM's Main Web site is this type.
2. Web-based applications linked to databases. Two different technical solutions deployed on two different platforms are used to develop these Web-based applications: (a) Oracle applications (deployed on Sun Solaris servers) comprised of PL/SQL stored procedures; and (b) Web access to IMS transactions (deployed on the State's mainframe) provided by Data Direct Technologies Shadow Web Server software. These Web-based applications and their associated databases are developed and maintained by OSBM staff.

Except for implementing a solution to generate graphs dynamically (see Goals of Web Site Redesign Project below), direct programming of the Web-based applications linked to databases or work with the underlying databases is out of scope for this project. Instead, the awarded vendor will work with the OSBM application developers to ensure that the solution developed for the main OSBM Web site is compatible with the technologies currently used to develop the Web-based applications.

Goals of Web Site Redesign Project

- Well-organized content
- Simple, clean graphical layouts
- Consistent design and logical navigation on the main and underlying pages
- User-friendly features, such as expandable-collapsible menus
- Quick and easy access to the most important information through navigation and searching capabilities

¹ The main OSBM Web site is defined as all static pages with the base URL "http://www.osbm.state.nc.us" plus two groups of dynamically generated pages: the staff directory and the indexes to memos and other document types. These dynamic pages are produced with Oracle PL/SQL. Other OSBM Web-based applications, Oracle and mainframe, that are linked from the home page (e.g., the Certified Budget, LINC, and CRIS) fall within the scope of this project only to the extent that design elements developed for the main OSBM Web site should be useable in such applications as described above and in Section E of the Scope Statement.

- Capability of applying the design developed for the main OSBM Web site to existing and new OSBM Web-based applications and related OSBM Web sites.
- Capability of generating graphs (bar charts, pie charts, etc. showing statistical data) dynamically from OSBM 's existing Oracle databases.

Target Audiences

Typical audiences for the OSBM Web sites include: state and local agencies (especially state agency budget offices), citizens, state and local government employees, state legislators and staff, businesses, researchers, and the media. Some of OSBM's Web sites are decision-support type systems that allow only for information discovery and retrieval; other sites collect data from state agencies to be used in various OSBM products.

D. Systems Architecture

All OSBM Web sites are hosted by the Office of Information Technology Services (ITS). The basic infrastructure listed below will NOT change as a result of this project. However, additional software may be added to servers if needed to accomplish this project as long as the software is consistent with the technical solutions and standards that are currently in place.

Hardware and Operating System:

Main Web Site: SunFire V210 server, Solaris 10

Oracle Applications and Databases: Sun SPARC 64-bit servers, various models, Solaris 9 or later

IMS Applications: ITS mainframe, IBM z/OS

Web Software:

Main Web Site: Apache 2.0

Oracle Applications: Oracle HTTP Server

(based on Apache 2.0 with mod_plsql for deploying PL/SQL applications).

IMS Applications: Data Direct Technologies Shadow Web Server

Application Architecture:

HTML

JavaScript

CSS

PERL

XML/XSL

Oracle Database 10g

Oracle PL/SQL

Oracle Application Server 10g

Statewide Technical Architecture

The North Carolina Statewide Technical Architecture is located at the following website: (<http://www.ncsta.gov/>). This provides a series of domain documents describing objectives, principles and best practices for the development, implementation, and integration of business systems. Agencies and Vendors should refer to these Architecture documents when implementing enterprise applications and/or infrastructure.

E. Scope of Work

1. The primary focus of OSBM's Web redesign project is to provide the following improvements to the main OSBM Web site (<http://www.osbm.state.nc.us/>):
 - Better organization of content
 - Contemporary graphical design
 - Common theme through the underlying pages
 - Pleasing color schemes and fonts
 - Easy to use navigation
 - Search engine
 - Solution for archiving documents
 - Dynamically generated graphs and charts from existing Oracle databases; for example, bar charts of various types showing statistical trends.
2. Additionally, the project seeks to provide "portable" design and navigation elements that can be applied to OSBM's Web-based Oracle PL/SQL applications or related Web sites. In the Oracle PL/SQL applications, the basic page layout is usually created by calling an Oracle stored procedure from the main program to supply the code necessary to render the framework of the page. The code included in the stored procedure typically consists of encapsulated HTML, cascading style sheets, and JavaScript statements. While Data Direct Technologies Shadow Web server works somewhat differently, the strategy of mixing HTML and JavaScript with data retrieved from the databases is analogous. In a few cases, other technologies have been employed, including some PERL scripting and XML/XSLT.

OSBM's Web Redesign Committee has reviewed the Web sites of other state budget offices in the US. The following list of Web addresses includes those sites that the Committee deemed to be possible models for its redesign project. Some of the Committee's favorable comments about each site are included.

Office of Financial Management. State of Washington.

<http://www.ofm.wa.gov/budget/default.asp>

Committee Comments:

- Good use of expandable/collapsible menus
- Cohesive design theme throughout the site
- Navigation best of all the state budget office sites
- Tabs and contextual cues well-executed

Rich in content
Indexing concepts good
Pleasing subdued color scheme
Basic organizational arrangement similar to OSBM

Office of Budget and Management. State of Ohio.

<http://www.obm.ohio.gov>

Committee Comments:

Easy to use
Each page has brief explanation of content for each link
Expandable menu on left well-executed
Nice clean, clear layout
Menuing/navigation consistent across pages
Links to archives grouped with subject mater

Governor's Office of State Planning and Budgeting. State of Colorado.

http://www.state.co.us/gov_dir/govnr_dir/ospb/index.html

Committee Comments:

Nice looking page with tab navigation along top
Limited amount of information on home page to minimize scrolling
Recurring banner preserves links to help, contacts, and indexing
Liked the way they handled staff areas of responsibility

Department of Finance. State of Minnesota.

<http://www.budget.state.mn.us/budget/index.shtml>

Committee Comments:

Simple and clear layout
Pages look similar; good cohesive theme
Each new page begins with a brief explanation of what the area does and has a left-side menu of content in each section
Appealing layout and color schemes
State agency profiles very good

Requirements and deliverables are as follows:

Organization of Content

In consultation with OSBM staff, the Vendor shall analyze the content of OSBM's main Web site (<http://www.osbm.state.nc.us>) and propose a plan for improvement.

Deliverables:

- Discussion(s) with Web Site Redesign Committee regarding vision and concept of project. A written summary of discussions.
- Written report of findings regarding the content, taking into account OSBM's target audiences and major functions as outlined in section B of this document. The organizational structure of OSBM must also be considered in this analysis.
- Written plan presenting specific recommendations for re-organizing the content.

Design and Layout

The Vendor shall develop a proposal for a new design of the main OSBM Web site (<http://www.osbm.state.nc.us>). **The proposal must include a minimum of two design choices for the OSBM home page and underlying main pages.**

Deliverables:

For each of the two designs:

- Visual guide describing the layout and placement of design elements (including graphics), navigational aids, and search engine. The visual guide will consist of (1) a wireframe² representation of the core page design; (2) flow diagrams; and (3) any other relevant visual aids chosen by the Vendor.
- Oral presentation to OSBM Web Redesign Committee and other OSBM staff to demonstrate the proposed design and to obtain approval for implementation.

Development, Testing, and Implementation of Design for Main OSBM Web Site (<http://www.osbm.state.nc.us>)

In consultation with OSBM application developers, the Vendor must build and test the redesigned site based on the proposal accepted by OSBM.

Deliverables:

- Fully functioning and completed redesign of main OSBM Web Site, including all graphics, menus, search engine, content, and other components loaded on test server designated and provided by OSBM.

² A definition of "wireframe" can be found at <http://www.webopedia.com/TERM/W/wireframe.html>.

- Testing to ensure that all design elements, links, and other components function as expected and that performance (for example, screen redraw time) is acceptable. Written report of test results.
- Fully functioning redesigned main OSBM Web site in production on designated server hosted at ITS.

Portability of Design to Existing OSBM Web-based Applications and Other Related OSBM Web Sites

The Vendor shall create templates and/or other portability solutions and assist OSBM application developers in applying and testing those solutions as specified below.

Deliverables:

- Templates or other portability solutions
- Successful proof-of-concept test for at least two Oracle Web-based applications
- Successful proof-of-concept test for one other related OSBM Web site (for example, <http://sdc.state.nc.us>).
- Successful proof-of-concept test for at least one IMS/Shadow Web Server application

Documentation

The Vendor shall provide sufficient documentation to enable OSBM application developers to maintain and update the site without ongoing vendor support.

Deliverables:

- Documentation of file layout and design components of the main OSBM Web site
- Technical style guide for templates, including cascading style sheets, scripting documentation, attributes of page layout, and any other style or functional components
- Documentation of portability solutions
- Documentation of any specialized tools used to develop and maintain the Web site

Training and Knowledge Transfer

The Vendor shall transfer the knowledge needed to maintain and update the site. (Note: OSBM application developers are very familiar with HTML and PL/SQL, have a good working knowledge of JavaScript, and basic knowledge of CSS, PERL, and XML/XSL.)

Deliverables:

- Transfer of technical expertise to OSBM application developers during the course of the project
- Training on any specialized tools used to build and maintain the site. Training may be provided by the Vendor or by a third party arranged by the Vendor.

Costs of training (for at least 4, but no more than 6 OSBM staff) and software must be itemized in the list of deliverables in the manner specified in section F.9.C of this Scope Statement.

Project Management

The Vendor shall engage in appropriate project management activities to ensure that OSBM is informed and that the project meets milestones and timetables.

Deliverables:

- Project management plan to be delivered at a time specified by the vendor in the timetable that is part of the project proposal (see Section F.7, bullet number 3).
- Weekly status reports to agency's Chief Information Officer, his designee, or other individual designated by the State Budget Officer or the Deputy State Budget Officer

Technical Requirements

- Low load graphics with rapid screen draw
- Support for all current generation browsers in the Windows, Macintosh, Unix, and Linux environments
- Adherence to North Carolina state government security policies, standards, and procedures (<http://www.iso.scio.nc.gov/SecurityFramework.htm>)
- Any software added to the server infrastructure must be supported by ITS
- Use of animations, Flash, or other like tools should be limited and included only when they enhance the presentation of essential information.
- Current hosting services provided by ITS will be used for the project. **No Web hosting by the Vendor is required.**

F. Vendor Proposals

The proposal should be organized and indexed in the following format and should contain, at a minimum, all listed items in the sequence indicated.

1. Letter of Transmittal - Each proposal must be accompanied by a letter of transmittal that provides the following information:
 - Identify the submitting organization
 - Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to contractually obligate the organization
 - Identify the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization
 - Identify the name, title, telephone and fax number, along with an e-mail address of the person to be contacted for clarification
 - Acknowledge receipt of any and all amendments to this Scope Statement.

2. Table of Contents
3. Executive Summary - A proposal summary must be included by Vendors to provide OSBM with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process unless specifically referenced from other portions of the Vendor's proposal.
4. Statement of No Conflict of Interest - Vendors must certify that neither they, nor any of their personnel who may provide services under any awarded contract, have a conflict of interest.
 - By executing this Scope Statement the Vendor agrees that no assistance in preparing the response was received from any current or former employee of the State of North Carolina whose duties relate(d) to this Scope Statement, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this Scope Statement.
 - State if the Vendor or any employee of the Vendor is related by blood or marriage to an Agency employee or resides with an Agency employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the Vendor's organization of such Vendor employees.
 - State the employing State Agency, individual's title at that State Agency, and termination date.
 - Vendors must also sign a statement of no collusion as part of the Execution Page on page 21 of this Scope Statement.
5. Corporate Background - This section shall include information on the Vendor's corporate organization (history, size, etc.), experience and skills regarding the Vendor's track record, reputation and past performance that indicate the capabilities for the successful completion of this work. The Vendor's understanding of the State of North Carolina processes, policies, and background must also be explained.
6. Experience and References - The Vendor must provide a minimum of **three URLs** of projects similar in scope or other projects indicating the Vendor's past performance, experiences, and capabilities to do this work along with project descriptions. The following information must be provided for each project reference:
 - Name of company or government entity
 - Contact names, with titles/responsibilities, telephone numbers, and e-mail addresses
 - Purposes and/or business processes for which the reference services were performed and how the services provided benefit
 - Scope and approximate dollar value of engagement
 - Dates of engagement

7. Project Proposal - This section must describe the following:
 - Description of proposed methodology/process for performing the work, including defined tasks
 - The list of deliverables, with a description of the expected result for each deliverable
 - Project timeline with milestones and completion dates
8. Project Organization and Staffing - This section must include the proposed staffing, responsibilities, and organizational structure for accomplishing this project. Names and qualifications (including resumes) of proposed staff to be assigned to the project must be provided.
9. Total Cost - The cost schedule must include three items:
 - a) **Total not to exceed bid amount.** This amount will be used in the evaluation criteria in selecting the awarded Vendor (see Section G).
 - b) **Single hourly rate.** [to be used to calculate estimated work hours only] This rate will apply to all work efforts, regardless of type or complexity. Also, it will apply to all Vendor personnel, regardless of required skill or experience levels. The single hourly rate will cover all costs, including direct and overhead expenses. Travel, per diem and other miscellaneous costs will be absorbed in the single rate. Only one (1) single hourly rate will be accepted, and that rate must apply to all persons and all work times (i.e., person-hours). No limitations on or variations of the single hourly rate will be accepted (such as tiered rates or maximum/minimum number of hours for a rate).
 - c) **Deliverables** - The cost of each deliverable must be itemized in the Vendor's proposal in the following format:

Deliverable	Cost of Deliverable	Proposed Date Delivered	Estimated Work Hours

10. Other Information - Any additional information that the Vendor deems to be pertinent for OSBM to select a vendor for this project.

G. Evaluation Criteria

The evaluation and vendor selection process will be based on "best value." In this particular procurement, a trade-off method of source selection will be utilized. Evaluation methodology shall be in accordance with Title 9 of the NCAC Subchapter 06B, Section .0302, or corresponding section of any future NC Administrative Code. The State may elect to conduct negotiations with one or more vendors and make requests of vendors as may be necessary or proper for best and final offers. Proposals will be evaluated on the criteria below.

Proposal: 50%

- Evidence of Vendor's ability to provide the deliverables as requested in the Scope Statement
- Quality of project proposal as related to business needs of OSBM described in the Scope Statement
- Qualifications of staff assigned to the project

Vendor strengths, capabilities, and experience: 30%

- Past and current work as evidenced in Web sites referenced in the Vendor's proposal
- Performance history
- References

Cost: 20%

- Total cost incurred to complete project and provide deliverables

H. Timetable

The project is scheduled to begin July 1, 2007 and end no later than November 30, 2007.

I. Additional Terms and Conditions

1) Supplement: The additional terms and conditions set forth herein shall supplement the General Terms and Conditions for Goods and Related Services in ITS-000748. In the event of a conflict between this Supplement and the General Terms and Conditions, or any other document, the order of precedence shall be determined by the State's solicitation document(s).

2) Invoices, Payment: Upon execution of the Agreement, the Vendor shall submit to the Office of State Budget and Management (OSBM) invoices for completed deliverables on a monthly basis and, upon approval by OSBM and acceptance by the State of invoiced deliverables, Vendor will receive payment within thirty (30) days. If this contract is terminated, the Vendor is required to complete a final accounting report and to return any unearned funds to the Office of State Budget and Management within sixty (60) days of the

Contract termination date. All payments are contingent upon satisfactory performance of the invoiced items and fund availability. In addition to the Payment Terms of the General Terms and conditions, the following terms shall apply:

- a) Invoices for partial delivery of any Deliverables or for the number of work hours expended without acceptance of the associated Deliverables may be submitted no more frequently than monthly, shall reflect all work performed, and shall be subject to a Retainage of twenty-five (25%) percent of the unit costs therefore.
- b) Invoicing for work performed of a continuing nature and for an identified Deliverable shall reflect the pro-rata completion of the work associated with the Deliverable reduced by any amount previously invoiced and paid and further reduced by a Retainage of ten (10%) percent of the unit costs therefore.
- c) Invoicing for unanticipated work, as described herein, shall not exceed ten (10%) percent of the total costs identified by the Contract, and shall be submitted in conformance with (b) above.
- d) Upon completion of a work authorization, task, or Deliverable, and acceptance by the State, Vendor shall submit an invoice for the full charges applicable reduced by the amount previously invoiced and paid.
- e) Notwithstanding any other term herein, progress payments shall not exceed ninety (90%) percent of the Contract amount prior to the satisfactory completion of the Contract and acceptance of the Deliverables by the State.

3) Confidentiality of Data and Information:

- a) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
- b) All project materials, deliverables, including software, data, and documentation created during the performance or provision of services hereunder is the property of the State of North Carolina and must be kept confidential or returned to OSBM, or destroyed with an acceptable certification of destruction provided to OSBM, or its designee. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of service hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

4) Personnel, Facilities, and Records: Unless otherwise provided by the agency, the Vendor shall furnish all necessary personnel, services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in this Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions of social security and other withholding taxes required by State or Federal law. The Vendor shall be solely responsible for any equipment, furniture, and office space necessary for the Vendor to comply with this Agreement. The Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by OSBM's Chief Information Officer, or other Agency designee. The individuals designated as key personnel for purposes of this contract are those specified in the Vendor's proposal.

5) Reports: The Vendor shall provide weekly status reports to OSBM. Status reports shall include at a minimum a discussion of project progress, problems encountered and recommended solutions, identification of policy or management questions, and requested project plan adjustments.

6) Project Management: All reports, project management and coordination on behalf of OSBM shall be through the agency's Chief Information Officer, his designee, or other individual designated by the State Budget Officer or the Deputy State Budget Officer. Vendor shall designate a single point of contact that will provide the single point of contact for management and coordination of Vendor's work. All work performed pursuant to this Contract shall be coordinated between the Vendor's single point of contact and OSBM's designee (described above).

7) Meetings: The Vendor must meet with OSBM personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract. Meetings will occur as problems arise and will be coordinated by OSBM. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Consistent failure to participate in problem resolution meetings as demonstrated by two (2) consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the Contract.

8) Unanticipated Tasks: In the event that additional work must be performed that was wholly unanticipated, and that is not specified in this Contract, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

a) It is understood and agreed by both parties that all of the terms and conditions of this Contract shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from this Contract, nor in any manner amend or supersede any of the other terms or provisions of this Contract or any amendment hereto.

b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by Vendor, the job classification or approximate skill level or skill sets of the personnel required, an identification of all significant material then known to be developed by Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to Vendor's personnel, an estimated time schedule for the provision of the services by Vendor, completion criteria for the work to be performed, the name of identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objectives or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.

c) All work authorizations must be submitted for review and approval by the procurement office that approved the original contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance there under. All work authorizations must be written and signed by Vendor and the State prior to beginning work.

d) The State has the right to require Vendor to stop or suspend performance under the "Stop work" provision herein.

e) Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless the procedure below is followed:

i) If, during performance of the work, the Vendor determines that a work authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:

(1) Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or

(2) Terminate the work authorization, or

(3) Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.

f) The State will notify Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or services.

9) Stop Work Order: The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under this Contract for a period up to 90 days after the Stop Work Order is delivered to the Vendor. The 90-day period may be extended for any further period for which the parties may agree.

a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of 90 days after a Stop Work Order is

delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:

- i) Cancel the Stop Work Order,
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of this Contract, and
 - ii) The Vendor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not cancelled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work order issued under this term.

10) Vendor Termination: The Office of State Budget and Management shall have the right to terminate the contract with the Vendor without penalty pursuant to thirty (30) days written notice of termination to the Vendor under the following circumstances:

Default of Vendor: It shall be considered a default whenever the Vendor shall:

- Disregard or violate material provisions of the contract documents or Agency instructions, or fail to execute the work according to the agreed schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed-upon performance results.
- Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.
- Lack of funds of the Agency: Lack of funds shall be construed to mean when the Agency in the judgment of the Office of State Budget and Management or his designated representative determines that it cannot continue the funding of its contract services without undue hardship to the Agency.
- Termination of contract services will be rendered if it is construed by the Agency to be in its best interest for serving citizens and employees.

11) Vendor Utilization of Workers outside the United States: In accordance with Executive Order #60, the Vendor must detail in the bid response, the manner in which it intends to utilize resources or workers located outside of the United States. The State of

North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's proposal. The Vendor shall provide the following for any proposal or actual utilization or contract performance outside of the United States:

- The location of work performed under a state contract by the Vendor, any subcontractors, employees, or other persons performing the contract.
- The corporate structure and location of corporate employees and activities of the Vendors, its affiliates, or any other subcontractors.
- Notice of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a state contract outside of the United States.
- Any Vendor or subcontractor providing call or contact center service to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

12) Conflict Between terms in Technical Services Contract: In the event of any conflict between the terms set forth herein and the terms set forth in Exhibit 3 of the Technical Services Contract ITS-0000748, the terms set forth herein shall prevail.

13) Acceptance Criteria:

The deliverables must contribute to the accomplishment of the project goals as outlined in section C of the Scope Statement under "Goals of Web Site Redesign Project."

The deliverables must be consistent with the requirements and deliverables as specified in section E of the Scope Statement.

The deliverables must be provided in a timely and complete fashion with clear and understandable documentation.

The deliverables must meet the technical requirements as specified in section E of the Scope Statement under "Technical Requirements."

If the State determines that a deliverable is not acceptable, the Vendor will have three (3) days from receipt of notice of the deficiency to correct or provide an acceptable alternative to correct the deficiency. If such deficiency is not corrected or an acceptable alternative provided, the State may terminate this project as provided in the terms and conditions of the Technical Services Contract, ITS-000748.

J. Execution of Scope Statement

By signing below, the Offeror certifies that:

- This Scope Statement Response was signed by an authorized representative of the Offeror;
- This Scope Statement Response was not derived through any acts of collusion as stated in NCGS 147-33.100;
- The Offeror agrees to all the mandatory terms and conditions and agrees to pay the 2% administrative fee to ITS per Section I, Paragraph B of the ITS Technical Services Contract (ITS-000748);
- The Offeror agrees to abide by all ITS and OSBM Policies, Standards, and Procedures and in addition, to adhere to the Statewide Technical Architecture.

Therefore in compliance with the foregoing Scope Statement and subject to all terms and conditions of the ITS Technical Services contract, including all exhibits, the undersigned offers and agrees to furnish the services set forth in the Scope Statement if the Scope Statement Response is accepted by the State.

Failure to execute/sign Scope statement Response prior to submittal shall render it invalid. Late bids are not acceptable.

VENDOR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Acceptance by Agency is contingent upon Statewide IT Procurement Office's approval of the Agency's recommendation of award. This contract award was approved by ITS on _____, 2007, as indicated by the attached certification letter from ITS.

ACCEPTANCE OF SCOPE STATEMENT RESPONSE

If any or all parts of this scope are accepted, an authorized representative of the Office of State Budget and Management shall affix their signature hereto and this document along with the provisions of the Master Contract shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Offeror(s).

<p><u>FOR OSBM USE ONLY</u></p> <p>Offer accepted and contract awarded this ____ day of _____, 2007, as indicated on attached certification, by _____ (Authorized representative of Office of State Budget and Management).</p>
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