

City of Fayetteville Item Review Form

2014-0228

Legistar File Number

6/3/2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Dale Vanderford

Submitted By

IT

Department

Action Required:

A resolution to approve a master service agreement with the Department of Information Systems with the State of Arkansas to provide database administration services and approval of a budget adjustment.

Does this item have a cost? Yes

\$60,000.00

Cost of this request

\$46,650.00

Category or Project Budget

Program or Project Name

1010.1710.5315.00

Account Number

\$7,650.00

Funds Used to Date

Program or Project Category

-\$21,000.00

Remaining Balance

General

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached? Yes

V20130812

Previous Ordinance or Resolution # _____

ENTERED 5/16/14 [Signature]

Original Contract Number: _____

Comments:

ENTERED 5/16/14 [Signature]

~~5/16/14~~

Paul a. Baker 5-16-2014

Don Man 5-19-14

[Signature]

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Lioneld Jordan and Fayetteville City Council

Thru: Don Marr, Chief of Staff

FROM: Dale Vanderford, IT Project Manager

DATE: May 15, 2014

SUBJECT: Resolution to contract with the State of Arkansas for contract Database Administration staffing

Background:

A position for Database Administration was approved as part of this year's budget, but due to the lack of qualified candidates with the specialized skills that are required, we have been unable to fill it with a qualified candidate. During the first 5 months of this year, the urgency of some of the projects that were to be assigned to this position have grown to be critical in nature. We are looking to complete some of the projects that this position was slated to complete this year by partnering with the State of Arkansas to provide us use of their competitively bid contract for temporary technical staffing. The chosen contractor will then be utilized for six months to complete the database projects that were approved for this year, as well as to create a new database environment comprised of best practice methodologies to prepare for the hiring of a permanent staff member without the pressure of incomplete critical projects factoring into the decision.

Recommendation:

It is recommended that the attached budget amendment be approved so that planned work can commence in the fiscal year 2014.

Budget Impact:

The contract amount of \$52,000 project and \$8,000 contingency is budgeted in the IT division and will be funded through salary savings in the budgeted Database Administrator position.

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MASTER SERVICE AGREEMENT WITH THE STATE OF ARKANSAS DEPARTMENT OF INFORMATION SYSTEMS IN THE AMOUNT OF \$52,000.00 FOR DATABASE ADMINISTRATION SERVICES FOR THE REMAINDER OF 2014, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$8,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to sign a master service agreement with the State of Arkansas Department of Information Systems in the amount of \$52,000.00 for database administration services for the remainder of 2014 and further approves a project contingency in the amount of \$8,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2014	Division: Information Technology Dept.: Finance & Internal Services Requestor: Dale Vanderford	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$60,000 in the Contract Services account for the outsourcing of Database services. \$60,000 in Personnel Services due to the vacancy of the Database Administrator position.

RESOLUTION/ORDINANCE	COUNCIL DATE: <u>6/3/2014</u>
	LEGISTAR FILE ID#: <u>2014-0228</u>
	<i>Kevin Springer</i> <u>5/15/2014 1:52 PM</u>
	Budget Director _____ Date _____
	TYPE: _____
	DESCRIPTION: _____
	GLDATE: _____
	POSTED: _____ / _____

TOTAL		-					v.20140428
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.1710.5315.00	60,000	-			EX	Contract Services	
1010.1710.5100.00	(55,952)	-			EX	Salaries & Wages	
1010.1710.5105.00	(4,048)	-			EX	FICA Taxes	
	-	-					
	-	-					
	-	-					
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City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)
 All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)
 All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Vendor #: **6105** Vendor Name: **Dept of Information Services - State of Arkansas**
 Address: **One Capitol Mall, PO Box 3155**
 City: **Little Rock** State: **AR**
 Requisition No.: _____ Date: **5/15/2014**
 P.O Number: _____ Expected Delivery Date: _____
 Mail Yes: ___ No: ___ Quotes Attached Yes: ___ No: ___
 Taxable Yes: ___ No: ___
 Division Head Approval: _____
 Extension: _____

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Inventory #	Fixed Asset #
1	Database Administration	1			\$60,000.00	1010-1710-5315-00		
2					\$0.00			
3					\$0.00			
4					\$0.00			
5					\$0.00			
6					\$0.00			
7					\$0.00			
8					\$0.00			
9					\$0.00			
10					\$0.00			
*	Shipping/Handling		Lot		\$0.00			

Special Instructions: _____
 Subtotal: **\$60,000.00**
 Tax: _____
 Total: **\$60,000.00**

Approvals: _____
 Mayor: _____ Department Director: _____
 Finance & Internal Services Director: _____ Budget Manager: _____
 Dispatch Manager: _____ Utilities Manager: _____
 Purchasing Manager: _____
 IT Manager: _____
 Other: _____



MASTER SERVICE AGREEMENT

Master Service Agreement #: 0517	AASIS Business Area #:	Term End Date: Automatic renewal per Biennium
Customer: City of Fayetteville		
Address: 113 West Mountain Street Fayetteville, Arkansas, 72701		
PLEASE DESIGNATE CUSTOMER AGENCY CONTACT INFORMATION BELOW:		
Customer Contact Person: Title: IT Project Manager Email Address: dvanderford@fayetteville-ar.gov Phone Number: : 479-973-4834		
For questions concerning this Master Service Agreement, please contact:		
DIS Contact Person: Mary McCoy, DIS Contracts Administrator Email: DIS.Contracts@arkansas.gov or mary.mccoy@arkansas.gov Fax Number: 501-682-4310		



I. Prelude

The goal of this Master Service Agreement (MSA) is to establish a master set of Terms and Conditions to govern all services rendered to Customer by the Department of Information Systems (DIS) within the term of the referenced biennium.

II. DIS Responsibilities

DIS shall be responsible for providing services in compliance with the Terms and Conditions of the MSA and with any additional Terms and Conditions contained in DIS Service Requests, as signed by all parties and incorporated herein by reference.

III. Customer Responsibilities

Customer shall be responsible for complying with the Terms and Conditions of the MSA. Customer shall provide and make available appropriate staff members to act as primary contacts pursuant to the notice provisions contained in the MSA Terms and Conditions.

IV. Term

The contract period will become effective upon execution of the MSA or on July 1, 2009, whichever date later occurs, and terminates upon the discontinuation of service pursuant to item 9 of the DIS MSA Terms and Conditions.

V. Amendments

Any amendments to the MSA shall be made in writing and signed by both parties prior to becoming effective.



VI. Estimates Only

All costs for services performed in accordance with Service Requests represent estimates only and are subject to change. DIS agrees to regularly invoice the Customer for services provided in order that the Customer may monitor the status of the Project Cost for which the Customer has sole responsibility for payment. In addition, DIS agrees to make a good faith effort to inform Customer of an increase in the Cost Estimate at the time it is determined actual costs will exceed the Cost Estimate by 25%. At that time or before, DIS and Customer shall discuss and agree, in writing, to any additional costs exceeding the applicable Cost Estimate. In any event, Customer agrees to pay DIS for all services performed by DIS in accordance with the DIS Rate Schedule including any costs for services performed that exceed the amount of the initial Cost Estimate.

VII. Termination

The termination provisions set forth in the DIS Master Service Agreement Terms and Conditions attached hereto and incorporated herein shall govern the MSA.

VIII. Availability of Funds

As a party to the MSA, Customer verifies that funds are legally available to pay DIS for services performed pursuant to the MSA and DIS Service Requests.

IX. Taxes and Fees

Taxes and fees are not covered under the terms of the MSA and may result in additional charges to Customer.

X. Public Disclosure

Upon execution of the MSA by all parties, terms of the MSA shall become available to the public pursuant to the provisions of Ark. Code Ann. § 25-19-101 et seq.

XI. Authority

The MSA shall be governed by the laws of the State of Arkansas.

MSA # «MSA_Prefix»
DIS-25B



In signing the MSA, Customer hereby agrees to all Terms and Conditions set forth herein including without limitation, DIS Master Service Agreement Terms and Conditions.

XII. Signatures

Customer _____

Department of Information Systems
One Capitol Mall
PO Box 3155
Little Rock, AR 72203-3155

Signature: _____

Signature: _____

Printed Name: _____

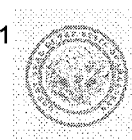
Printed Name: Claire Bailey

Title: _____

Title: Director

Date: _____

Date:



DIS Master Service Agreement Terms and Conditions

1. INTRODUCTION: As used in this document, the Department of Information Systems hereinafter will be referred to as "DIS". Any State of Arkansas agency, institution, board, commission, or governmental entity to which services are provided will hereinafter be referred to as "Customer". DIS Master Service Agreement and DIS Service Request(s), hereinafter referred to collectively as "MSA", when signed by the Customer and DIS, will incorporate DIS Terms and Conditions and become part of the Agreement, consistent with Arkansas Code Annotated, Section 25, Chapter 4. This Master Service Agreement shall govern all services rendered to Customer within the term of the referenced biennium. These Terms and Conditions shall supersede any and all existing agreements between DIS and Customer.

2. DIS SERVICE: The Customer and DIS shall sign an MSA before new DIS Service is initiated. The MSA must be signed by a person authorized to commit Customer funds. Customer shall be billed upon provision of DIS Services and Customer shall pay DIS based on DIS Service Rates.

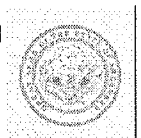
3. CUSTOMER CERTIFICATION: By entering into the MSA, the Customer certifies that appropriations and funds are available to make payment for the DIS services to be provided.

4. AGREEMENT: Contracts for the provision of DIS services are inter-agency service agreements and are exempt from the provisions of State Purchasing Law and Regulation. Further, they are not considered to be Professional Services or Consultant Services Contracts subject to review by the Department of Finance and Administration (Office of State Procurement) nor are they required to be submitted to the Arkansas Legislative Council for advice. Agreements shall be effective when signed by the Customer and accepted by DIS.

5. RATES: DIS Service Rates are developed using generally accepted accounting principles based on costs of operations and apply to all Customers. Customer will be responsible for all costs incurred including, but not limited to materials, contract services, labor, and travel time. DIS hourly rates will be

MSA # «MSA_Prefix»
DIS-25B

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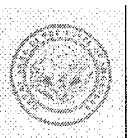
charged for all hours worked and all preparation and travel time associated with a DIS Service. DIS hourly labor rates will also be charged for all services provided to Customer during hours which may fall outside of State normal working business hours (nights, weekends and holidays). DIS periodically reviews and adjusts the rate structure. The MSA may require an adjustment to reflect any rate change including Federal Communications Commission or Public Service Commission approved tariffs.

A rate change is subject to the written approval of the Chief Fiscal Officer of the State upon the written application of the department and review by the Legislative Council in order to effect compliance with state and federal statutory and regulatory provisions. If rates charged to Customer are increased to ensure compliance with state and federal statutory and regulatory provisions, DIS will notify Customer before any changes shall be effected. DIS Rate Schedule will be periodically updated and will be located at DIS Website http://www.dis.arkansas.gov/list_rate.html.

6. AGREEMENT COMPLETION: DIS will notify Customer when the service criteria outlined in the Agreement has been met (if applicable). Customer shall notify DIS, in writing, if the services rendered are not compliant with the service criteria outlined in the Agreement. If DIS does not receive written notification of dissatisfaction from the Customer within thirty (30) working days, DIS obligations regarding the services rendered, items delivered, or tasks completed will be deemed satisfied.

7. SERVICE DELIVERY: DIS will provide services to meet the service criteria and will adjust the service if it does not meet the criteria. Customer is responsible for verifying and approving requirements, test results, and quality acceptance review prior to production status and for notifying DIS in writing within thirty (30) days if the rendered services are not compliant with the service criteria.

8. CUSTOMER ACCOUNT CODES: DIS will assign unique Customer account codes compatible with DIS Billing Systems to each Agreement for services requested by the Customer.



9. AGREEMENT CANCELLATION: Agreement(s) may be cancelled by the Customer or DIS upon provision of thirty (30) days prior written notice, to that effect, which notice is signed by an authorized representative. Upon receipt of cancellation notice, DIS shall discontinue all work currently in progress related to the Agreement(s). In the event Customer cancels an Agreement which specifies a duration or commitment term, amounts due to DIS for the unexpired portion of the term are due and payable upon cancellation to the extent that DIS has incurred costs on behalf of Customer. However, in the event of early termination of the Agreement(s), DIS will make best efforts to mitigate damages. Customer will be liable for actual fees or costs incurred by DIS as a direct result of early termination by Customer of the Agreement(s).

10. CANCELLATION CONDITION: Customer agrees to pay all charges and costs incurred by DIS including, but not limited to, equipment, software, license fees, other material and time acquired on behalf of Customer. DIS is obligated to recoup all unrecovered cost incurred on behalf of Customer. Customer may be liable for termination charges imposed upon DIS by vendors from service cancellation. If requested by the Customer within such written cancellation notice, DIS will provide, at the Customer's expense, a report of the status of the entire Customer's work in progress before discontinuing services.

11. DIS EQUIPMENT: Equipment provided by DIS remains the property of DIS. Customer will provide a limited access location with dedicated power for the equipment necessary for DIS to provide requested services. Customer will exercise due care to provide an environmentally controlled facility according to manufacturer's equipment specifications. Customer assumes responsibility for all DIS equipment while in the Customer's possession. Customer shall allow DIS reasonable access to equipment. Customer agrees to obtain DIS authorization in advance of any relocation or movement of such equipment.

12. CUSTOMER PROVIDED EQUIPMENT: Customer shall be responsible for upgrades and related cost to equipment or software necessary to maintain compatibility with supporting DIS systems.



13. **DAMAGE TO OR LOSS OF DIS EQUIPMENT:** Except for normal wear and tear, Customer shall be liable for repair charges or replacement costs of DIS equipment or cable damaged due to Customer negligence, intentional acts, unauthorized installation or maintenance, loss due to theft, or other causes while in Customer's possession.

14. **MAINTENANCE OF EQUIPMENT:** DIS will provide maintenance coverage for all equipment and cable provided in accordance with the MSA through DIS employed technicians or maintenance contracts between DIS and appropriate vendor(s). Customer is responsible for the maintenance and operation of Customer equipment or software acquired from sources other than DIS.

15. **INVOICES:** DIS will provide Customer with monthly invoice(s) for actual services rendered. Customer agrees to remit payment to DIS within forty-five (45) calendar days following the date of the invoice(s). DIS may assess interest charges on any past due invoice(s), in accordance with state law.

16. **INVOICE DISPUTE:** Customer shall notify DIS in writing concerning the details of any disputed items(s) within forty-five (45) calendar days following the date of the invoice(s). Customer remains obligated to pay all undisputed portions of the invoice(s) within the same time period.

17. **INVOICE NON-PAYMENT:** DIS is authorized to discontinue services to a Customer that does not make a timely remittance of payment for services rendered, and DIS is specifically prohibited from providing services to a Customer lacking funds or sufficient appropriations to pay for the services. Furthermore, in accordance with Act 1722 of 2001, DIS may request that the State Chief Fiscal Officer transfer overdue amounts from user accounts to the DIS revolving fund.

18. **DATA:** Any data supplied by Customer must adhere to DIS standards and procedures for equipment and data format. Customer shall provide instructions for disposition of all data and is responsible for transportation of all data inputs and outputs.



19. **SYSTEM STANDARDS:** Applications or equipment supported by DIS system(s) and network(s) shall be compatible with acceptable DIS standards and procedures. Customer shall notify DIS of any special service requirements associated with audit, security, and control prior to initiation of service.

20. **SERVICE SECURITY:** Customer is responsible for all access to DIS services and equipment at the Customer's location. Consequences of unauthorized access and activity shall be the Customer's responsibility.

Customer agrees to adhere to DIS security policies while at DIS locations. DIS access badges shall be relinquished when the accessing requirement ends.

DIS Security Policy states: "Official Business Use Only – Unauthorized Use or Access is Prohibited". This system contains governmental information. Only authorized users may access this system, and any authorized use of the system, network or information contained herein must be related to the performance of official governmental functions or business. By accessing and using this system you are consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject you to state and federal criminal prosecution and penalties as well as civil penalties or both."

21. **TOLL FRAUD:** Toll Fraud is defined as unauthorized calls made neither by, nor in collusion with, persons employed or previously employed by the Customer or agents of the Customer, and made by means of remotely accessing the Basic Customer Telephone System from another location and breaching the security of that Basic Customer Telephone System. DIS will investigate instances of Toll Fraud in collaboration with outside sources to the extent possible. Customer will not be liable for Toll Fraud charges but will be responsible for pursuing legal action attributed to, or resulting from, such Toll Fraud.



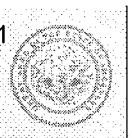
22. **INTERNAL ABUSE:** Other types of unauthorized calls including, but not limited to, direct dialed calling card and third party calls related to the Basic Customer Telephone System are classified as "internal abuse". Internal abuse includes the use of the Customer's public or private long distance network or personal call forwarding feature during non-business hours to receive personal calls at home. Any illegitimate authorization code calls will also be deemed internal abuse. These activities are not regarded as fraud. DIS will assist in the identification of the unauthorized individual committing internal abuse; however, Customer is liable for all charges incurred and is responsible for initiating any needed disciplinary or legal actions resulting from such abuse.

23. **INFORMATION DISCLOSURE:** All programs, files, documentation and other information provided by the Customer or developed by DIS for the Customer is considered owned by the Customer and will not be disclosed by DIS except pursuant to court ordered process. Any inquiries regarding Customer-owned information shall be referred to the Customer. Information relating to the use of DIS provided services by Customer is the property of DIS and is subject to disclosure in accordance with the Freedom of Information Act.

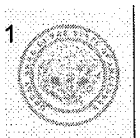
24. **SERVICE INTERRUPTION:** Under disaster conditions, DIS will make every occasioned effort to restore services as rapidly as possible but will not be responsible for damage or delays in service occasioned by disaster conditions. For purposes of a Customer's contingency plan in the event of a disaster, Customer should prepare its plan on the basis that DIS services are completely unavailable.

25. **BILLING ERRORS:** Adjustments for billing errors(s) will be made only for the errant charges identified and submitted in writing to the other party prior to the expiration of the biennial period in which charges accrued.

26. **CHANGE MANAGEMENT:** Revisions to Service Requests shall be documented in writing and approved by Customer. Revisions to MSA shall be documented in writing and approved by Customer.



27. E-RATE ELIGIBILITY: E-Rate eligibility includes Customer meeting certification requirements including but not limited to adequate budgetary resources for the undiscounted portion of any service sought. DIS shall not be held liable for failure to meet E-Rate certification. DIS shall not be responsible for any funds related to failure to meet E-Rate certification. If an audit regarding E-Rate funds on behalf of the Customer identifies ineligible funds and requires DIS to repay the ineligible funds, DIS shall bill the customer for this repayment to recoup these funds.



MASTER SERVICE AGREEMENT

Master Service Agreement #: 0517	AASIS Business Area #: 	Term End Date: Automatic renewal per Biennium
Customer: City of Fayetteville		
Address: 113 West Mountain Street Fayetteville, Arkansas, 72701		
PLEASE DESIGNATE CUSTOMER AGENCY CONTACT INFORMATION BELOW: Customer Contact Person: Title: IT Project Manager Email Address: dvanderford@fayetteville-ar.gov Phone Number: 479-973-4834		
For questions concerning this Master Service Agreement, please contact: DIS Contact Person: Mary McCoy, DIS Contracts Administrator Email: DIS.Contracts@arkansas.gov or mary.mccoy@arkansas.gov Fax Number: 501-682-4310		

I. Prelude

The goal of this Master Service Agreement (MSA) is to establish a master set of Terms and Conditions to govern all services rendered to Customer by the Department of Information Systems (DIS) within the term of the referenced biennium.

II. DIS Responsibilities

DIS shall be responsible for providing services in compliance with the Terms and Conditions of the MSA and with any additional Terms and Conditions contained in DIS Service Requests, as signed by all parties and incorporated herein by reference.

III. Customer Responsibilities

Customer shall be responsible for complying with the Terms and Conditions of the MSA. Customer shall provide and make available appropriate staff members to act as primary contacts pursuant to the notice provisions contained in the MSA Terms and Conditions.

IV. Term

The contract period will become effective upon execution of the MSA or on July 1, 2009, whichever date later occurs, and terminates upon the discontinuation of service pursuant to item 9 of the DIS MSA Terms and Conditions.

V. Amendments

Any amendments to the MSA shall be made in writing and signed by both parties prior to becoming effective.

VI. Estimates Only

All costs for services performed in accordance with Service Requests represent estimates only and are subject to change. DIS agrees to regularly invoice the Customer for services provided in order that the Customer may monitor the status of the Project Cost for which the Customer has sole responsibility for payment. In addition, DIS agrees to make a good faith effort to inform Customer of an increase in the Cost Estimate at the time it is determined actual costs will exceed the Cost Estimate by 25%. At that time or before, DIS and Customer shall discuss and agree, in writing, to any additional costs exceeding the applicable Cost Estimate. In any event, Customer agrees to pay DIS for all services performed by DIS in accordance with the DIS Rate Schedule including any costs for services performed that exceed the amount of the initial Cost Estimate.

VII. Termination

The termination provisions set forth in the DIS Master Service Agreement Terms and Conditions attached hereto and incorporated herein shall govern the MSA.

VIII. Availability of Funds

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Taxes and fees are not covered under the terms of the MSA and may result in additional charges to Customer.

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Upon execution of the MSA by all parties, terms of the MSA shall become available to the public pursuant to the provisions of Ark. Code Ann. § 25-19-101 et seq.

XI. Authority

The MSA shall be governed by the laws of the State of Arkansas.

MSA # «MSA_Prefix»
DIS-25B

In signing the MSA, Customer hereby agrees to all Terms and Conditions set forth herein including without limitation, DIS Master Service Agreement Terms and Conditions.

XII. Signatures

Customer _____

Department of Information Systems
One Capitol Mall
PO Box 3155
Little Rock, AR 72203-3155

Signature: _____

Signature: Claire Bailey

Printed Name: _____

Printed Name: Claire Bailey

Title: _____

Title: Director

Date: _____

Date: 5/17/14

DIS Master Service Agreement Terms and Conditions

1. **INTRODUCTION:** As used in this document, the Department of Information Systems hereinafter will be referred to as "DIS". Any State of Arkansas agency, institution, board, commission, or governmental entity to which services are provided will hereinafter be referred to as "Customer". DIS Master Service Agreement and DIS Service Request(s), hereinafter referred to collectively as "MSA", when signed by the Customer and DIS, will incorporate DIS Terms and Conditions and become part of the Agreement, consistent with Arkansas Code Annotated, Section 25, Chapter 4. This Master Service Agreement shall govern all services rendered to Customer within the term of the referenced biennium. These Terms and Conditions shall supersede any and all existing agreements between DIS and Customer.

2. **DIS SERVICE:** The Customer and DIS shall sign an MSA before new DIS Service is initiated. The MSA must be signed by a person authorized to commit Customer funds. Customer shall be billed upon provision of DIS Services and Customer shall pay DIS based on DIS Service Rates.

3. **CUSTOMER CERTIFICATION:** By entering into the MSA, the Customer certifies that appropriations and funds are available to make payment for the DIS services to be provided.

4. **AGREEMENT:** Contracts for the provision of DIS services are inter-agency service agreements and are exempt from the provisions of State Purchasing Law and Regulation. Further, they are not considered to be Professional Services or Consultant Services Contracts subject to review by the Department of Finance and Administration (Office of State Procurement) nor are they required to be submitted to the Arkansas Legislative Council for advice. Agreements shall be effective when signed by the Customer and accepted by DIS.

5. **RATES:** DIS Service Rates are developed using generally accepted accounting principles based on costs of operations and apply to all Customers. Customer will be responsible for all costs incurred including, but not limited to materials, contract services, labor, and travel time. DIS hourly rates will be

charged for all hours worked and all preparation and travel time associated with a DIS Service. hourly labor rates will also be charged for all services provided to Customer during hours which may fall outside of State normal working business hours (nights, weekends and holidays). DIS periodically reviews and adjusts the rate structure. The MSA may require an adjustment to reflect any rate change including Federal Communications Commission or Public Service Commission approved tariffs.

A rate change is subject to the written approval of the Chief Fiscal Officer of the State upon the written application of the department and review by the Legislative Council in order to effect compliance with state and federal statutory and regulatory provisions. If rates charged to Customer are increased to ensure compliance with state and federal statutory and regulatory provisions, DIS will notify Customer before any changes shall be effected. DIS Rate Schedule will be periodically updated and will be located at DIS Website http://www.dis.arkansas.gov/list_rate.html.

6. AGREEMENT COMPLETION: DIS will notify Customer when the service criteria outlined in the Agreement has been met (if applicable). Customer shall notify DIS, in writing, if the services rendered are not compliant with the service criteria outlined in the Agreement. If DIS does not receive written notification of dissatisfaction from the Customer within thirty (30) working days, DIS obligations regarding the services rendered, items delivered, or tasks completed will be deemed satisfied.

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8. CUSTOMER ACCOUNT CODES: DIS will assign unique Customer account codes compatible with DIS Billing Systems to each Agreement for services requested by the Customer.

9. **AGREEMENT CANCELLATION:** Agreement(s) may be cancelled by the Customer or DIS upon provision of thirty (30) days prior written notice, to that effect, which notice is signed by an authorized representative. Upon receipt of cancellation notice, DIS shall discontinue all work currently in progress related to the Agreement(s). In the event Customer cancels an Agreement which specifies a duration or commitment term, amounts due to DIS for the unexpired portion of the term are due and payable upon cancellation to the extent that DIS has incurred costs on behalf of Customer. However, in the event of early termination of the Agreement(s), DIS will make best efforts to mitigate damages. Customer will be liable for actual fees or costs incurred by DIS as a direct result of early termination by Customer of the Agreement(s).

10. **CANCELLATION CONDITION:** Customer agrees to pay all charges and costs incurred by DIS including, but not limited to, equipment, software, license fees, other material and time acquired on behalf of Customer. DIS is obligated to recoup all unrecovered cost incurred on behalf of Customer. Customer may be liable for termination charges imposed upon DIS by vendors from service cancellation. If requested by the Customer within such written cancellation notice, DIS will provide, at the Customer's expense, a report of the status of the entire Customer's work in progress before discontinuing services.

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14. **MAINTENANCE OF EQUIPMENT:** DIS will provide maintenance coverage for all equipment and cable provided in accordance with the MSA through DIS employed technicians or maintenance contracts between DIS and appropriate vendor(s). Customer is responsible for the maintenance and operation of Customer equipment or software acquired from sources other than DIS.

15. **INVOICES:** DIS will provide Customer with monthly invoice(s) for actual services rendered. Customer agrees to remit payment to DIS within forty-five (45) calendar days following the date of the invoice(s). DIS may assess interest charges on any past due invoice(s), in accordance with state law.

16. **INVOICE DISPUTE:** Customer shall notify DIS in writing concerning the details of any disputed items(s) within forty-five (45) calendar days following the date of the invoice(s). Customer remains obligated to pay all undisputed portions of the invoice(s) within the same time period.

17. **INVOICE NON-PAYMENT:** DIS is authorized to discontinue services to a Customer that does not make a timely remittance of payment for services rendered, and DIS is specifically prohibited from providing services to a Customer lacking funds or sufficient appropriations to pay for the services. Furthermore, in accordance with Act 1722 of 2001, DIS may request that the State Chief Fiscal Officer transfer overdue amounts from user accounts to the DIS revolving fund.

18. **DATA:** Any data supplied by Customer must adhere to DIS standards and procedures for equipment and data format. Customer shall provide instructions for disposition of all data and is responsible for transportation of all data inputs and outputs.

19. **SYSTEM STANDARDS:** Applications or equipment supported by DIS system(s) and network(s) shall be compatible with acceptable DIS standards and procedures. Customer shall notify DIS of any special service requirements associated with audit, security, and control prior to initiation of service.

20. **SERVICE SECURITY:** Customer is responsible for all access to DIS services and equipment at the Customer's location. Consequences of unauthorized access and activity shall be the Customer's responsibility.

Customer agrees to adhere to DIS security policies while at DIS locations. DIS access badges shall be relinquished when the accessing requirement ends.

DIS Security Policy states: "Official Business Use Only – Unauthorized Use or Access is Prohibited". This system contains governmental information. Only authorized users may access this system, and any authorized use of the system, network or information contained herein must be related to the performance of official governmental functions or business. By accessing and using this system you are consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject you to state and federal criminal prosecution and penalties as well as civil penalties or both."

21. **TOLL FRAUD:** Toll Fraud is defined as unauthorized calls made neither by, nor in collusion with, persons employed or previously employed by the Customer or agents of the Customer, and made by means of remotely accessing the Basic Customer Telephone System from another location and breaching the security of that Basic Customer Telephone System. DIS will investigate instances of Toll Fraud in collaboration with outside sources to the extent possible. Customer will not be liable for Toll Fraud charges but will be responsible for pursuing legal action attributed to, or resulting from, such Toll Fraud.

22. **INTERNAL ABUSE:** Other types of unauthorized calls including, but not limited to, direct dialed, calling card and third party calls related to the Basic Customer Telephone System are classified as "internal abuse". Internal abuse includes the use of the Customer's public or private long distance network or personal call forwarding feature during non-business hours to receive personal calls at home. Any illegitimate authorization code calls will also be deemed internal abuse. These activities are not regarded as fraud. DIS will assist in the identification of the unauthorized individual committing internal abuse; however, Customer is liable for all charges incurred and is responsible for initiating any needed disciplinary or legal actions resulting from such abuse.

23. **INFORMATION DISCLOSURE:** All programs, files, documentation and other information provided by the Customer or developed by DIS for the Customer is considered owned by the Customer and will not be disclosed by DIS except pursuant to court ordered process. Any inquiries regarding Customer-owned information shall be referred to the Customer. Information relating to the use of DIS provided services by Customer is the property of DIS and is subject to disclosure in accordance with the Freedom of Information Act.

24. **SERVICE INTERRUPTION:** Under disaster conditions, DIS will make every occasioned effort to restore services as rapidly as possible but will not be responsible for damage or delays in service occasioned by disaster conditions. For purposes of a Customer's contingency plan in the event of a disaster, Customer should prepare its plan on the basis that DIS services are completely unavailable.

25. **BILLING ERRORS:** Adjustments for billing errors(s) will be made only for the errant charges identified and submitted in writing to the other party prior to the expiration of the biennial period in which charges accrued.

26. **CHANGE MANAGEMENT:** Revisions to Service Requests shall be documented in writing and approved by Customer. Revisions to MSA shall be documented in writing and approved by Customer.

27. E-RATE ELIGIBILITY: E-Rate eligibility includes Customer meeting certification requirements including but not limited to adequate budgetary resources for the undiscounted portion of any service sought. DIS shall not be held liable for failure to meet E-Rate certification. DIS shall not be responsible for any funds related to failure to meet E-Rate certification. If an audit regarding E-Rate funds on behalf of the Customer identifies ineligible funds and requires DIS to repay the ineligible funds, DIS shall bill the customer for this repayment to recoup these funds.

	CAI Bill Rate		
	Skill Cat 1 NEW	Skill Cat 2 NEW	Skill Cat 3 NEW
Little Rock			
Administrator			
ADM1	\$22.52	\$22.98	\$24.59
ADM2	\$27.24	\$27.80	\$29.75
ADM3	\$32.55	\$33.21	\$35.54
CAD/GIS Administrator			
CADD/GIS Administrator 1	\$39.19	\$39.99	\$42.78
CADD/GIS Administrator 2	\$45.36	\$46.28	\$49.52
CADD/GIS Administrator 3	\$67.61	\$68.98	\$73.80
Data Entry Operator			
DE1	\$14.43	\$14.73	\$15.76
DE2	\$15.72	\$16.04	\$17.18
Database Administrator			
DBA 1	\$43.55	\$44.44	\$47.55
DBA 2	\$48.09	\$49.06	\$52.50
DBA 3	\$64.07	\$65.38	\$69.96
Functional Architect			
FA 1	\$32.16	\$32.82	\$35.13
FA 2	\$38.94	\$39.73	\$42.51
FA 3	\$46.66	\$47.61	\$50.93
FA 4	\$55.55	\$56.68	\$60.65
Help Desk Analyst			
HDA 1	\$26.71	\$27.26	\$29.17
HDA 2	\$29.45	\$30.06	\$32.15
HDA 3	\$36.93	\$37.68	\$40.32
Help Desk Support			
HDS 1	\$25.44	\$25.96	\$27.77
HDS 2	\$27.84	\$28.41	\$30.41
Product Specialist			
PS 1	\$41.95	\$42.81	\$45.80
PS 2	\$48.35	\$49.33	\$52.78
PS 3	\$63.23	\$64.51	\$69.03
Program Manager			
PM 1	\$46.98	\$47.94	\$51.31
PM 2	\$53.85	\$54.95	\$58.81
PM 3	\$69.57	\$70.99	\$75.96
Programmer			
PR 1	\$35.80	\$36.53	\$39.08
PR 2	\$41.71	\$42.56	\$45.53
PR 3	\$53.92	\$55.02	\$58.87
PRG4	\$63.38	\$64.68	\$69.21
Quality Assurance Specialist			
QAS 1	\$43.05	\$43.93	\$47.00
QAS 2	\$46.90	\$47.86	\$51.21

QAS 3	\$58.70	\$59.88	\$64.08
Sr Architect			
SRA1	\$93.42	\$95.33	\$102.00
Sr. Business SME			
BSME1	\$86.21	\$87.97	\$94.12
Sr. DB Architect			
DBA1	\$76.35	\$77.91	\$83.36
Sr. Program Manager			
SPM1	\$97.28	\$99.27	\$106.21
Senior Consultant			
SC1	\$76.39	\$82.35	\$90.64
SC2	\$88.05	\$95.30	\$104.88
SC3	\$102.29	\$110.19	\$121.71
Service Desk			
SD2	\$23.43	\$23.91	\$25.59
SD3	\$25.49	\$26.00	\$27.83
Software Process Engineer			
SPE 1	\$39.20	\$40.00	\$42.79
SPE 2	\$43.63	\$44.53	\$47.64
SPS 3	\$59.10	\$60.32	\$64.53
System Administrator			
SA 1	\$36.09	\$36.83	\$39.41
SA 2	\$39.90	\$40.71	\$43.56
SA 3	\$55.97	\$57.10	\$61.10
System Specialist			
SS 1	\$34.81	\$35.51	\$37.99
SS 2	\$36.96	\$37.71	\$40.35
SS 3	\$47.97	\$48.94	\$52.37
Team Lead 1			
TL 1	\$57.59	\$58.76	\$62.88
TL 2	\$61.99	\$63.24	\$67.67
Technical Architecture Specialist			
TAS 1	\$39.72	\$40.53	\$43.37
TAS 2	\$47.02	\$47.97	\$51.33
TAS 3	\$53.45	\$54.54	\$58.36
TAS 4 (Lead)	\$56.80	\$57.94	\$62.00
Technical Writer1			
TW 1	\$27.00	\$27.55	\$29.48
TW 2	\$31.77	\$32.41	\$34.68
TW 3	\$36.04	\$36.76	\$39.34
Telecom Engineer			
TE1	\$33.57	\$34.25	\$36.64
TE2	\$38.51	\$39.29	\$42.05
TE3	\$45.53	\$46.46	\$49.71
Tester			
Test 1	\$34.77	\$35.48	\$37.96
Test 2	\$40.26	\$41.08	\$43.95

Test 3	\$46.97	\$47.93	\$51.30
Test 4	\$56.26	\$57.41	\$61.43
Voice Data Engineer			
VDE1	\$31.27	\$31.91	\$34.14
VDE2	\$36.42	\$37.16	\$39.77
VDE3	\$43.98	\$44.86	\$48.00