Commonwealth of Virginia
Virginia Information Technologies Agency

IT RESEARCH & ADVISORY SERVICES

Optional Use Contract

Date:	July 31, 2003
Contract #:	**VA-020131-META**
Authorized User:	Commonwealth of Virginia agencies and institutions of higher education, Political Bodies
Contractor:	META GROUP 1950 Roland Clarke Pl. Suite 300 Reston, VA 20191
FIN:	060971675
Contact Person:	Michael Thorp 703-860-6248 michael.thorp@metagroup.com
Delivery:	Per Purchase Order
FOB:	Destination
Term:	February 22, 2002 – February 21, 2004
Payment:	Net 30 days

For Additional Information, Please Contact:

Contract Compliance Information:
Mrs. T. J. Hudson
Contracts Administrator
Phone: 804-371-5971
E-Mail: tj.hudson@vita.virginia.gov
Fax: 804-371-5969

Technical Information:

STAFF

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.oas.virginia.gov

CONTRACT #VA-020131-META

EXTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	To update VITA information	07/01/03

CONTRACT VA-020131-META
Between the
COMMONWEALTH OF VIRGINIA
and
META GROUP, INC.

This Basic Ordering Agreement (BOA) is entered into as of the date of award of the Commonwealth's RFP 2002-001 between META GROUP, INC., authorized to do business in the Commonwealth of Virginia with a primary place of business at 1950 Roland Clarke Place, Suite 300, Reston, VA 20191, hereinafter referred to as the "Vendor" or "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Customer", "State" or "Commonwealth" or "Authorized User".

This Agreement shall be construed as a continuing offer by the Vendor to perform specified Services which the Customer may accept from time to time by the placement of either Purchase Orders or Task Orders, hereinafter referred to as "Orders" as described herein. No obligation for Services or costs shall be incurred by either party hereto unless and until an Order or other written authorization has been executed by the Contracts Manager, DIT, or other as authorized.

As used throughout, the following terms shall have the meaning set forth below:

- The term "Agreement" means the Basic Ordering Agreement and includes the provisions identified below.
- The term "Purchase Order" and/or "Task Order" means each individual "Order" authorized under this Basic Ordering Agreement.
- The term "Work Order" means the additional terms and conditions attached to this Basic Ordering Agreement as Attachment "C" to The Basic Ordering Agreement to RFP 2002-001.
- The term "Customer" or "Authorized User" means the Commonwealth of Virginia's Agencies, Institutions, and other Public Bodies as defined in Section 11-37 of the Virginia Public Procurement Act.

ARTICLE I - WORK ORDERS

1. Work Orders issued hereunder shall be initiated and processed as set forth in Article II herein.

2. Said Work Orders shall contain, among other provisions:

   a. A reference to this Agreement;

   b. Statement of Work;

   c. Statement of Type of Work Order and costs or price; and,

   d. Delivery or Performance Schedule.

3. An individual Work Order may be written as follows:

   a. Time and Material Type: A Time and Material Work Order shall list the Services to be performed by labor category of personnel desired together with specific computer or tabulating Services and hourly costs associated with each. Time and Material Work Orders will contain a "Not to Exceed" limitation. When a "Not to Exceed" limitation is employed, it shall impose obligations upon the parties in accordance with the "Limitation of Cost" provision in ARTICLE V –MANDATORY TERMS AND CONDITIONS.

   b. Fixed Price Type: A Fixed Price Work Order shall be negotiated where technical requirements can be set forth in sufficient detail to enable the Vendor to contract on such a basis. A Fixed Price Work Order may be negotiated for personnel services while other costs associated with the Work Order such as computer services can be included in the same Work Order on a Time and Material basis.

4. Pricing for all Time and Material Work Orders shall be in accordance with the rate schedule provided by the Vendor and set forth in RFP 2002-001, the "Pricing Schedule".

5. All Work Orders shall be incorporated as an integral part of this Agreement. Additional terms and conditions or clauses concerning individual Work Orders may be included with and form part of the Work Order. In the event the additional terms and conditions and/or clauses included in a Work Order conflict with any terms and conditions or clauses of this Agreement, the terms of the Work Order shall govern as concerns that individual Work Order only.

ARTICLE II - ACTIVATION OF ORDERS

1. The following procedure will be used to initiate and activate an Order under this Agreement:

a. The Customer will prepare an Order in duplicate, together with all necessary technical attachments, and provide the Order to the Vendor.

b. The Vendor shall review the Order and, upon acceptance by the Vendor, cause the Order to be executed by a duly authorized Vendor representative, and return both Vendor executed documents to the Customer.

c. The Customer, upon acceptance of the Vendor's executed documents, shall execute the Order and return one fully executed Order to the Vendor. One fully executed Order shall be attached to and shall be made an integral part of this Basic Ordering Agreement (BOA).

ARTICLE III - PERIOD OF PERFORMANCE

1. This Agreement shall remain in full force and effect for a period of two (2) years from the date of award, unless sooner terminated or discontinued in accordance with other terms of this Agreement, or extended in accordance with the provisions of the attached Work Order.

2. As evidenced by written amendments hereto, this Agreement can be extended at the Commonwealth's sole discretion for two (2) additional one (1) year periods, provided however that no additional costs are incurred unless specifically approved by the Contracts Manager, DIT.

3. The terms of this Agreement and its incorporated Work Orders and other related Orders shall survive the period of performance stated in Sections 1 and 2 above until such time as all Work Orders and Orders (executed prior to the expiration date of this BOA) have been completely performed.

ARTICLE IV - INVOICING AND PAYMENT

1. Where performance contemplated by the Work Order is longer than one (1) month, the Vendor shall invoice monthly in arrears.

   a. On Time and Material Work Orders, invoices will be at the billing rates set forth in the Pricing Schedule (RFP 2002-001) for all efforts performed during the invoice period. Invoices shall provide as a minimum the following information:

      (1) Name of assigned employee(s)
      (2) Date of assignment
      (3) Rate per hour
      (4) Hours worked
      (5) Order Number
      (6) Vendor's Federal Tax Identification Number (FIN)

   b. On Fixed Price Work Orders, a mutually acceptable billing schedule shall be defined in the Work Order.

2. Where the performance under an individual Work Order is to be completed in less than one (1) month, the Vendor shall invoice the Customer for the full amount of the Work Order at the completion thereof.

3. A maximum of fifteen percent (15%) of each invoice may be withheld pending completion and acceptance of the total project.

ARTICLE V – MANDATORY TERMS AND CONDITIONS

1. ENTIRE AGREEMENT

It is expressly agreed that this Agreement and all Orders issued hereunder constitute the entire agreement of the parties in relation to the subject matter hereof, and that no other agreements or understandings, verbal or otherwise, exist between the parties except as herein expressly set forth.

2. VENDOR'S MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps/).

3. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The **Contractor** shall comply with all applicable federal, state and local laws, rules and regulations.

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 11-35.1E).

In every Contract over $10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

10. CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11. PAYMENT

A. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor,

in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 11-69).

B. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

(c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

12. PRECEDENCE OF TERMS

Paragraphs 2-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the Services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the Services and/or furnish the goods contemplated therein.

14. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

15. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

16. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

17. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

<u>INSURANCE COVERAGES AND LIMITS REQUIRED</u>:

a. Worker's Compensation - Statutory requirements and benefits.

1. Employers Liability - $100,000.

2. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

18. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at http://asd.state.va.us/ for a minimum of ten (10) days. Offerors desiring to review the selection process must do so within 10 days after Notification of Intent to Award, or other notification as deemed applicable by DIT, is posted.

19. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor agrees that all software installed and utilized on Contractor's Assets, contains information proprietary to the Commonwealth of Virginia and other third party software vendors, and that disclosure of such information could cause irreparable damage to the Commonwealth of Virginia and its citizens. Therefore, Contractor agrees to hold all information and or software disclosed through operation of this Agreement in strict confidence, as required by this Section and use such information only in performance of this Agreement. Contractor hereby agrees that information or software utilized by the Commonwealth under this Agreement shall not be duplicated or furnished to others without the prior written consent of DIT.

Contractor acknowledges that in the course of performing Services hereunder its personnel and subcontractors (if any) will have access to confidential information about COV's business, operations, employees, and customers. Contractor agrees that, except as directed by COV, Contractor, its employees and its subcontractors shall not at any time during or after the term of this Agreement (a) disclose any Confidential Information to any third party, (b) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information (whether they are prepared by Contractor or come into Contractor's possession or under Contractor's control by reason of this Agreement) or (c) use any Confidential Information for any reason other than in the performance of Services hereunder. Upon termination of this Agreement, Contractor shall return to Commonwealth of Virginia or, at COV's request, destroy, all reports, documents, electronic data and other matter in Contractor's possession or control, or in the possession or control of Contractor's Personnel that contain or relate to the Confidential Information. Contractor may disclose Confidential Information to its Personnel as have a need therefore in the performance of their duties as prescribed herein, provided, however, that Contractor shall inform all such Personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith. Contractor shall not be required to treat as confidential any information which:

(a) Contractor can demonstrate was in its possession prior to execution of this Agreement
(b) has become generally available in the public domain without breach of this Agreement
(c) becomes lawfully available to Contractor from a source other than the Commonwealth.

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE CONTRACTOR SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

20. CONTRACTOR ACCESS TO CUSTOMER LOCATION/S

The Authorized User will grant to Contractor's Personnel such access to the Authorized User's location as may be necessary or appropriate for the Contractor to perform its obligations under this Agreement, subject to the Authorized User's applicable security measures. For any individual Customer location,

the Contractor may be required to undergo additional security procedures that may include, but not be limited to: records verification, provision of personal information, submission of photographs and/or fingerprints, etc. The Contractor may, at any time and for any Customer location, be required to provide for each individual, additional information or items that are reasonable for security measures, within the sole discretion of the Authorized User. These items may include the Contractor's written agreement with the individual provided under a Task Order, so as to verify agreement by Contractor's Personnel that all Customer information available while at the Customer's site remains confidential and proprietary. Any unauthorized release of proprietary information by Contractor's personnel shall constitute a breach of this Agreement, said cause of action to accrue upon actual discovery of such breach by the Customer.

21. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

22. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

23. NON-APPROPRIATION

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

24. INTERPRETATION OF AGREEMENT

As used in this Agreement, "software" and "software product" shall include all related materials and documentation, whether in machine-readable or printed form.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict will be as follows:

1.) The agreed upon Work Order (For sample, see Attachment "D");
2.) Contract VA-020131-META dated February 22, 2002;
3.) Related Orders issued hereunder;
4.) Contractor's Offer in response to RFP 2002-001;
5.) The Original RFP 2002-001, including all amendments.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

25. CONTRACT DOCUMENTS

Nothing contained in this Contract is considered Proprietary or Confidential or containing trade secrets as determined by the Contractor. All Contractor provided quotes and other information, in response to an Authorized User's request in the performance of this Contract, shall not contain any proprietary or Confidential information. The Contractor hereby irrevocably withdraws any claim that any future document provided to an Authorized User in response to actions under this Contract, should be treated as proprietary, confidential or contain trade secret information.

All Contractor documents and information provided in response to an Authorized User's request under the performance of this Contact, as well as all documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Contractor agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted herein.

26. SEVERABILITY

Each paragraph and provision of this Agreement is severable from the entire Contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

27. CONTRACTUAL RECORDS

The Contractor shall make all contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

28. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

29. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide non-infringing substitutes that are

satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

30. CREATION OF INTELLECTUAL PROPERTY

All copyrightable material created pursuant to this Agreement shall be considered work made for hire and shall belong exclusively to the Commonwealth. If the whole or any part of such copyrightable material cannot be deemed work made for hire, the Contractor agrees to assign, and does hereby irrevocably assign, the copyright thereto to the Commonwealth, and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purposes of acknowledging or implementing such assignment.

The Contractor warrants that no individual, other than Contractor's Personnel or employees of the Commonwealth working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Agreement, unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to the Commonwealth.

The Commonwealth shall have all rights, title and interest in or to any invention reduced to practice through the performance of this Agreement.

The Contractor hereby agrees that, notwithstanding anything else in this Agreement, in the event of any breach of this Agreement by the Commonwealth, the Contractor's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of the Agreement by the Commonwealth shall have the effect of rescinding the provisions of this Section.

31. EXCUSABLE DELAY

The Vendor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the Vendor or its subcontractor(s). Such causes may include, but are not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Vendor or its subcontractors.

32. LIMITATION OF COST

It is hereby stipulated and agreed that the total cost to the Customer for the performance of each Order will be within the "Not to Exceed" funding limitation set forth in the Order, and the Vendor agrees to perform the work specified and all obligations under the Order within such funding limitation. The

Vendor agrees to notify the Customer in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation and will include= in such notification an estimate to complete the requirements of the Order.

The Customer shall not be obligated to reimburse the Vendor for billing in excess of appropriated funding up to the funding limitation set forth in the Order, and the Vendor shall not be obligated to continue performance of the Order or to incur costs in excess of the funding limitations if such increased costs are due to additional project requirements identified by the Customer after the initiation of the project effort, unless and until a written Change Order or written amendment to the Order increasing the funding limitation is approved by the Customer.

33. TERMINATION OF BASIC ORDERING AGREEMENT FOR CONVENIENCE BY THE COMMONWEALTH

This Agreement may be terminated upon thirty (30) days written notice by the Commonwealth of Virginia. Consistent with the terms and conditions of this Agreement, its incorporated Work Order and related Orders shall survive the effective date of termination until such time as all Orders (executed prior to the termination of this BOA) have been completely performed.

34. TERMINATION OF WORK ORDERS FOR CONVENIENCE BY THE AUTHORIZED USER

Any individual Order under this Agreement may be terminated, in whole or in part, by the Authorized User for its convenience.

a. Termination of Order:

(1) Upon receipt of such written notice of termination as specified above, the Vendor shall, within thirty (30) days after receipt of written notice of termination, file a claim with the Authorized User, which shall include an invoice for all costs incurred prior to termination.

(2) Upon receipt of payment for the Vendor's final invoice and the termination claim, the Vendor shall turn over to the Customer all completed programs, reports, data diagrams, and other materials generated during the performance of the terminated Order.

(3) There shall be no payment for partially completed deliverables except when progress payments are specified in the Order and the Vendor can provide evidence of progress prior to termination and which, in the sole opinion of the Authorized User, warrants payment for a partially completed and acceptable deliverable.

(4) Except as expressly provided in the Work Order, there shall be no payment for deliverables contracted for but not delivered by the Vendor.

(5) When the Authorized User determines that the Vendor is in breach of this Basic Ordering Agreement and/or any Order incorporated hereunder, in no event shall any monies be due the Vendor for products or services which have not been delivered or for services that have been performed which are deemed unacceptable by the Authorized User.

35. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

36. BREACH

In the event of breach by the Vendor of any authorized Order, the Authorized User shall have the right to immediately, or thereafter, terminate the Order or the entire Basic Ordering Agreement (without affecting the Basic Ordering Agreement with respect to existing Orders). In the alternative, the Authorized User may give written notice to the Vendor specifying the breach and providing a period of time in which such breach must be corrected. If the breach is not corrected within the period of time specified, the Order may be terminated.

The Commonwealth's failure to exercise its right to terminate for a breach under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke a Contract in the event of any subsequent breach of any provisions of this Agreement.

37. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

38. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
	Totals for Business Class	_____	_____	_____

39. TAXES

Sales to the Commonwealth of Virginia are normally exempt from state sales tax. State sales and use certificates of exemption Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

40. NON-APPROPRIATION

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

41. COMPLIANCE WITH FEDERAL LOBBYING ACT

A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

B. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

C. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

42. PERIODIC PROGRESS REPORTS/INVOICES

For contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

43. CONTRACTOR'S REPORT OF SALES

The Contractor must report quarterly the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in the paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition throughout the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

44. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment ("IFA"). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the paragraph above, entitled "Contractor's Report of Sales." The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein and made payable to "Controller, DIT."

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

45. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modification to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the individual identified as the authorized signatory or his duly designated alternate, and for the Contractor the person identified in the solicitation.

Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or $50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

META GROUP, INC.

Michael Thorp
1950 Roland Clarke PL.
Ste 300
Reston, VA 20191-1414

COMMONWEALTH OF VIRGINIA
Contracts Manager
Dept. of Information Technology
Richmond Plaza Bldg., Lobby Level
110 South 7th Street
Richmond, VA 23219

46. TERM

This Agreement shall take effect upon the date of its final execution by both parties. Services ordered under the Basic Ordering Agreement by Authorized Users are to be provided from this date for two years with two (2) one year renewal options to be executed at the discretion of the Commonwealth. This will be an optional use Contract.

47. *e*VA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

As a vendor desiring to provide goods and/or services to the Commonwealth the contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

The contractor's failure to comply with the above requirements shall entitle the Commonwealth to terminate this contract at anytime without penalty.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

META GROUP, INC.	**COMMONWEALTH OF VIRGINIA**
BY: Michael L Thorp	**BY:**
NAME: Michael L. THORP	**NAME:** Jeff Davis
TITLE: Sr. Sales Director	**TITLE:** Contracts Manager
DATE: 2/5/02	**DATE:** February 22, 2002

ATTACHMENT "B"
TO
AGREEMENT VA-020131-META
FOR THE
VIRGINIA DEPARTMENT OF _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Printed Name: _____

Organization: _____

Date: _____

ATTACHMENT "C"

to Contract VA-020131-META

COMMONWEALTH OF VIRGINIA

WORK ORDER

REFERENCE: Basic Ordering Agreement (BOA) between META GROUP, INC., hereinafter referred to as "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", dated _____ and Contract VA-020131-META, dated Feb. 22, 2002, are incorporated herein by reference as integral parts of this Work Order.

DATE OF ISSUANCE: _____

OBJECTIVE: To provide agencies and institutions of the Commonwealth with qualified data processing consulting Services including_____ Services to augment the Commonwealth's development staffs on an AS REQUIRED BASIS.

STATEMENT OF WORK: The Contractor shall provide qualified personnel, as identified by the above referenced Contract VA-020131-META to fill the positions of:

SEE Attachment "A"

Expertise of Contractor's personnel shall be required in the disciplines listed in Attachment "A".

TYPE OF AGREEMENT: This Work Order is issued under the Time and Materials provisions of the Basic Ordering Agreement referenced above.

ORDER OF PRECEDENCE: Any conflict between the documents comprising this Agreement will be resolved in the following order of precedence:

1st: The agreed upon Work Order (For sample, see Attachment "D");

2nd: Contract VA-020131-META dated February 22, 2002;

3rd: Related Orders issued hereunder.

4th: Contractor's Offer in response to RFP 2002-001.

5th: The Original RFP 2002-001, including all amendments;

CUSTOMER POINTS OF CONTACT

The individuals listed below are the Customer Points of Contact for requesting vendor consulting Services and coordinating vendor work assignments:

_____

PROCEDURE FOR ORDERS:

The Customer shall be provided a written or telephonic request setting forth the tasks and/or required skills of the position(s). The Contractor, upon receipt of the request, shall Provide Customer with the resumes of Contractor's qualified and available personnel within seventy-two (72) hours from the date of the request. Customer shall review the qualifications of the individuals presented. Customer shall have the option to conduct personal interviews with the candidates presented by the Contractor. If Customer, in its sole discretion, determines that the individual(s)reviewed is/are acceptable, Customer shall either issue a Purchase Order or request the DIT Contracts Manager to issue a Task Order, hereinafter referred to as "Orders", for the specific individuals requested. Customer reserves the right to refuse any or all individuals presented by the Contractor.
Upon receipt of an Order, the Contractor shall have five (5) working days to countersign the Order and return it to Customer or the DIT Contracts Manager and cause the named individual to report to work on the date specified in the Order.
CONTRACTOR'S PERSONNEL ARE NOT AUTHORIZED TO COMMENCE WORK ON ANY ORDER ISSUED UNDER THIS CONTRACT, UNTIL THE CONTRACTOR HAS COUNTERSIGNED THE ORDER AND RETURNED IT TO THE ISSUING OFFICE. ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO THE DATE SPECIFIED IN THE ORDER MAY NOT BE BILLED

AND/OR ACCEPTED BY CUSTOMER'S FISCAL OFFICER.

In the event the specified individual fails to report at the time/date specified in the Order, the Contractor shall be considered to have breached the Work Order and the State may take such actions as are set forth in the item entitled "BREACH" of Article V, Mandatory Terms and Conditions, of the Contract.

The use of subcontractor personnel is authorized as identified herein, under Attachment "A", entitled "Rate Schedule".

In the event none of the personnel submitted by Contractor are deemed, at Customer's sole discretion, to be fully qualified by Customer, then Customer may obtain the required Services from other sources in compliance with the Virginia Public Procurement Act.

PAYMENT OF INVOICES:

All invoices shall be submitted in accordance with Article IV of the Contract. The Contractor will provide Customer with an itemized invoice setting forth the specific tasks on which work was accomplished, the number of fully burdened hours expended, and the individual's name and rate against which the invoice is submitted. Fractions of fully burdened hours worked shall be pro-rated at that individual's hourly rate. Upon execution by both parties of a mutually agreed to Order, invoices may be submitted on a monthly basis, in arrears, for work expended and shall be approved by Customer's Project Officer and Customer's Fiscal Officer prior to payment.

CUSTOMER RESERVES THE RIGHT TO REFUSE PAYMENT FOR HOURS EXPENDED WHICH WERE NOT FULLY BURDENED AND FOR HOURS EXPENDED ON WORK WHICH IS SUBSEQUENTLY DETERMINED BY CUSTOMER TO BE UNACCEPTABLE.

In the event Contractor's personnel are required by Customer to travel away from Customer's central facility to perform related tasks, Customer shall reimburse Contractor for actual out-of-pocket expenses which are reasonable and judicious in accordance with the latest published version of Department of Accounts' Lodging

guidelines. Such reimbursement shall not exceed the rates set forth below:

Contractor Furnished Transportation.$.27 per mile

Meals and Lodging.....$136.00 per day
Customer shall not incur additional costs under any circumstances whatsoever.

STATE'S RIGHTS TO COMPUTER SOFTWARE AND DOCUMENTATION: The Commonwealth of Virginia shall have unlimited rights (TITLE) to specific software, including source code, and all documentation developed or generated under this Contract. Unlimited rights shall mean the right to use in whole or part, in any manner or for any purpose whatsoever, and to have or permit others to do so.

REPORTING: Contractor shall provide a monthly report to the Customer's Project Officer setting forth the total number of hours invoiced each month and the total dollar value of Services provided. This report shall be provided as of the end of each calendar month and shall be cumulative. Additionally, a copy of this report shall be provided at the same time to the DIT Contracts Manager, 110 S. 7th Street, Richmond Plaza Building (Lobby Floor), Richmond, VA, 23219. The State shall not incur any cost for the preparation of or the providing of such reports.

HOURS OF OPERATION: Normal hours of operation will be from 8 a.m. to 5 p.m., Monday through Friday (State holidays excluded); however, Contractor's personnel may be required to work additional hours and weekends when required to meet Customer project related requirements and/or suspense dates. When additional hours are required Customer's Project Officer will provide sufficient advance notice for proper planning. In no event shall the billing rate for hours expended outside the normal hours of operation exceed the hourly rate set forth in this Work Order.

RESOURCE COMMITMENT: Contractor shall specifically commit, and shall make available at the date(s) specified, the NAMED individual(s) identified in each Order.

TERMINATION: The Contractor agrees not to remove any personnel assigned under an Order without the approval of the Customer Project Officer.

In the event the individual(s) assigned to a task become unavailable, either through reemployment or sickness, or unable to perform at an acceptable level, the Contractor agrees to provide a qualified replacement. If the replacement offered is unacceptable to Customer, the Order may be terminated, or at the sole option of Customer, allotted to other individuals under a new or existing Order. Replacement personnel may also be acquired from a third party Contractor.

Should any Contractor's personnel be removed due to sickness, reemployment, or for nonperformance of assigned tasks, the replacement will perform his/her duties for a period of ten (10) working days at no cost to Customer. This period of time is provided for the individual to become familiar with Customer's program(s) and his/her relationship to the Overall system.

BILLING

The billing rates listed in Attachment "A", entitled Rate Schedule are approved for the positions listed below:

Labor Category:

See Attachment "A"

PRICE INCREASES

Contractor will provide the required consultant Services as defined in this Contract for a period not to exceed two years. Such Services shall be provided in accordance with the Contractor's price, set forth in Attachment "A", for a period of two years.

Contractor may request increases for additional annual periods, which shall, at the sole discretion of the Commonwealth, if accepted, be effective on each anniversary date for each succeeding year. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If prices for the Services remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the Services at the lowest price available to any other customer.

TERM: This Work Order will automatically terminate two years from the date of execution. However, the Commonwealth at its sole option, reserves the right to extend this Work Order for two additional one year periods. The Contractor will be given thirty days advance written notice of the Commonwealth's requirement to extend this Work Order.

THE CONTRACTOR AND THE COMMONWEALTH BY THEIR EXECUTION OF THIS AGREEMENT ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE MANDATORY TERMS AND CONDITIONS OF THIS AGREEMENT, AND ANY ORDERS ISSUED HEREUNDER.

ATTACHMENT "D"
TO
CONTRACT VA-020131-META
COMMONWEALTH OF VIRGINIA

Department of Information Technology
- - - SAMPLE TASK ORDER - - -
TASK ORDER #02-___

APR # _____ DATE _____, 200___

Contractor: _____ USING AGENCY: _____

_____ _____

_____ _____

_____ _____

NAME	FIXED OR T&M RATE	PERSONNEL CATEGORY	HOURLY RATE	REPORTING DATE	APPROXIMATE COMPLETION DATE

PROGRAM IDENTIFICATION	PROJECT OFFICER	TOTAL NOT TO EXCEED COST TASK ORDER #___

Name:
Phone:

By signing and returning this order the Contractor agrees that the terms and conditions of the Contract VA-020131-META between Contractor and the Commonwealth of Virginia dated February 22, 2002 apply to this tasking.

META GROUP, INC.	COMMONWEALTH OF VIRGINIA
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ATTACHMENT "A"
to
Contract VA-020131-META

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA-020131-META between Meta Group, Inc., and the Commonwealth of Virginia.

A. Level I, II, and III Services (as delineated in the chart below):

Knowledge Base Content Pricing & Package Options Levels I, II, and III	To be consistent in Level 1, 2, 3
PACKAGE OPTIONS: Level I, II, and III	Core Technology Services include: Application Delivery Strategies (ADS), Electronic Business Strategies (EBS), Enterprise Data Center Strategies (EDCS), Sever Infrastructure Strategies (SIS), Web & Collaboration Strategies WCS), Global Networking Strategies (GNS), Service Management Strategies (SMS).
Super Seat Core Technology -single seats	Unlimited Analyst Inquiry & Research (ADS, EBS, EDCS, SIS, WCS, GNS,, SMS)
Super Seat Electronic Government Strategies (EGS) only -single seats	Unlimited Analyst Inquiry & Research (EGS) Electronic Government Strategies
Super Seat Enterprise Planning & Architecture (EPAS) only-single seats	Unlimited Analyst Inquiry & Research (EPAS) Enterprise Planning & Architecture Strategies
Super Seat Core Technology plus EPAS & EGS -single seat	Unlimited Analyst Inquiry & Research (EGS, EGS, ADS, EBS, EDCS, SIS, WCS, GNS,, SMS)
Super Seat Core Technology Package -5 seats	Unlimited Analyst Inquiry & Research (ADS, EBS, EDCS, SIS, WCS, GNS,, SMS)
Super Seat Core Technology plus EPAS & EGS Package-5 seats	Unlimited Analyst Inquiry & Research (EGS, EGS, ADS, EBS, EDCS, SIS, WCS, GNS,, SMS)
Technology Research Membership (TRM) -	Research only Core Technology Services (ADS, EBS, EDCS, SIS, WCS, GNS,, SMS)
Retainer Research & Advisory Services- Core Technology	ll Agency Access: Unlimited Analyst Inquiry, Web access to search, (1) analyst on-site half day briefing per service area, (2) nference tickets, Agency Access Trend Teleconferences, Strategic ocument Review, On site account management, Access to Regional d Executive Sessions.
Retainer Research & Advisory Services- Executive Services	Agency Access for Electronic Government Strategies, Enterprise Planning & Architecture Strategies & Executive Directions services
Mid Tier Small Agency Pricing:	
Core Technology Services	Requires selections of lead core technology service w/ full access, (1) half-day briefing, (2) conference tickets with 10 hours of inquiry available to other core technology services, full web access to research of core technology. Access for (5) named users, additional user profiles may be purchased.
Core Technology Services plus Electronic Government	Electronic Government Strategies as lead service w/ full access, Unlimited research & inquiry, (1) half-day briefing, (2) conference tickets with 10 hours of inquiry available to all core technology services, full web access to research of core technology. Access for (5) named users, additional user profiles

Core Technology Services plus Enterprise Planning & Architecture	Enterprise Planning & Architecture Strategies as lead service w/ full access, Unlimited research & inquiry, (1) half-day briefing, (2) conference tickets with 10 hours of inquiry available to all core technology services, full web access to research of core technology. Access for (5) named users, additional user profiles may be purchased.
Core Technology Services plus Executive Directions	Executive Directions & Measurement as lead service w/ full access, Unlimited research & inquiry, (1) half-day briefing, (1)CIO Boot Camp Tickets, (1) Executive Forum Ticket, with 10 hours of inquiry available to all core technology services, full web access to research of core technology. Access for CIO and (5) named users, additional user profiles may be purchased.
Additional Options Mid Tier Small Agency Pricing:	options to be added to small agency package only
Additional Service Options	Additional options available to add to services

PRICING:	
Super Seat Core Technology	
1-5 Seats	$15,000 Each
6-14 Seats	$12,000 Each
15+ Seats	$10,000 Each
Super Seat Electronic Government Strategies (EGS) only -	$ 8,700 each
Super Seat Enterprise Planning & Architecture (EPAS)only	$ 8,700 each
Super Seat Core Technology, EGS, EPAS	$ 26,500 each
Super Seat Core Technology Package – (5) Seats	$ 70, 000 - Package Includes 5 Unlimited Inquiry & Research Seats
Super Seat Core Technology plus EPAS & EGS- (5) Seats	$ 80,000 - Package Includes 5 Unlimited Inquiry & Research Seats
Technology Research Membership (TRM) -	Research Only access to Core Technology Services
1-5 Seats	$ 2,500 each
6-14 Seats	$ 2,200 each
15-49 Seats	$ 2,000 each
50+ Seats	$ 1,800 each
Retainer Research & Advisory Services- Core Technology	Full Agency Access
1 Service	$ 18,303 each - Includes Half Day Briefing
2-4 Services	$ 17,129 each - Includes Half Day Briefing
5+ Services	$ 16,415 each - Includes Half Day Briefing
1 Service	$ 15,915 each - no half-Day Briefing
2-4 Services	$ 14,895 each - no half-Day Briefing
5+ Services	$ 14,283 each - no half-Day Briefing
Retainer Research & Advisory Executive Services:	
Electronic Government Strategies(EGS)	$ 22,000 - Electronic Government Strategies with Unlimited Agency /Dept.access research & inquiry with EGS , (1) half-day briefing, (2) conference tickets, (10) profiles, strategy & document review, Executive Analyst Touch base, IT Vendor Relationship reviews. Access to trend and event TC's.
Enterprise Planning & Architecture Strategies(EPAS)	$ 22,000 - Enterprise Planning & Architecture Strategies with Unlimited Agency /Dept.access research & inquiry with EGS , (1) half-day briefing, (2) conference tickets, (10) profiles, strategy & document review, Executive Analyst Touch base, IT Vendor Relationship reviews. Access to trend and event TC's.

Executive Directions & Measurement (ED)	$ 22,000 - Executive Directions & Measurement w/ full access, Unlimited research & inquiry, (1) half-day briefing, (1) one-on-one CIO session, (1)CIO Boot Camp Ticket, (1) CIO Executive Forum Ticket, Access for CIO and (5) named users. CIO also receives research access to core technology services and inquiry for CIO related issues.
Mid Tier Small Agency Pricing:	
Core Technology Services	$ 25,200
Core Technology Services plus Electronic Government	$ 35.000
Core Technology Services plus Enterprise Planning & Architecture	$ 40,000
Core Technology Services plus Executive Directions	$ 40,000
Additional Options Mid Tier Small Agency Pricing:	
Additional half day briefing -	$ 5,000 each
Additional 10 hour block of analyst Inquiry-	$ 5,000 each
Additional User Profile -	$ 1,500 each
Additional Service Options	
Half Day Briefing	$ 4,362 Each
Full Day Briefing	$ 7,300 Each
Conference Tickets	$ 1,095 Each
Infusion Client Workshop Ticket	$ 1,995 Each
Infusion Prospect Workshop Ticket	$ 2,995 Each
Executive Directions Value Day	$ 10,000
One Day Workshop Two Analysts	$ 20,000
One Day Workshop One Analyst	$ 10,000
ED Forum Coupon (CIO ONLY)	$ 1,995
CIO Boot Camp Ticket	$ 2,995
On-Site Infusion Workshop	$ 38,000
CONSULTING: Level I: Optional, Plus T&E	
Infusion Programs:	
Operations Excellence Infusion	
Standard -	$ 60,000
Tailored -	$ 140,000
Custom -	**Statement of Work**
Adaptive Infrastructure Infusion	
Standard - $ 60,000	$ 60,000
Tailored - $ 140,000	$ 140,000
Custom -	**Statement of Work**
Customer Relationship Management Infusion	
Standard - $ 60,000	$ 60,000
Tailored - $ 140,000	$ 140,000
Custom -	**Statement of Work**
Security Infusion	
Standard -option not available	Not available
Tailored - $ 140,000	$ 140,000
Custom -	**Statement of Work**
Enterprise Architecture Infusion	
Standard - $ 45,000	
Tailored - $ 140,000	
Custom -	
Strategic Consulting: Hourly & Daily Rates	Operations, Infrastructure Development, Constituent Relationship Management, Security, Value Management, Sourcing, Architecture, Benchmarking

Hourly Consulting (Consultant)	$ 162
Hourly Consulting (Sr. Consultant)	$ 208
Hourly Consulting (Manager)	$ 276
Hourly Consulting (Director)	$ 316
Hourly Consulting (VP)	$ 414
Hourly Consulting (Sr. VP)	$ 546
Daily Consulting (Consultant)	$ 1,293
Daily Consulting (Sr. Consultant)	$ 1,657
Daily Consulting (Manager)	$ 2,206
Daily Consulting (Director)	$ 2,529
Daily Consulting (VP)	$ 3,313
Daily Consulting (SR. VP)	$ 4,363
Benchmark Measurement Services: Level I	
METRIC NET	
****OPTIONAL****	
Worldwide Benchmark Basic	$ 4,500
Worldwide Benchmark Premium	$ 13,000
****OPTIONAL**** ****PLUS T&E****	
Network Benchmark	**Statement of Work**
Call Center Benchmark	**Statement of Work**
Data Center Benchmark	**Statement of Work**
Disaster Recovery Benchmark	**Statement of Work**
Help Desk Benchmark	**Statement of Work**
Application Benchmark	**Statement of Work**
EVENTS: Levels I, II, and III	
Access to Regional Executive Events	
E-Mail Alerts	
Analyst on-site stop by opportunities	
Trend Teleconferences	
"How To" Teleconferences	
Daily News Alerts	
META Views	
*****OPTIONAL*****	
Conference Ticket	$ 1,995
Conference Ticket (Retainer Client)	$ 1,195
Half Day Briefing	$ 4,362
Full Day Briefing	$ 7,300
Infusion Workshop Ticket (Infusion Client)	$ 1,995
Infusion Workshop Ticket (Infusion Prospect Only)	$ 2,995
Executive Directions Value Day	$ 10,000
Workshop Two Analyst One Day	$ 20,000
Workshop One Analyst One Day	$ 10,000
Executive Directions Forum Coupon	$ 1,995 (Available to CIO's only)
CIO Boot camp Ticket	$ 2,995
On-Site Infusion Workshop	$ 38,400
Publications: Level I and II	
Package Options:	

Full Library Subscription	$ 80,000 - All Executive Insights, Market Research, Benchmarking Reports, Best Practice Reports, Full SPEX Library, E-Briefings.
Platinum Research Report Subscription	$ 45,000 - Choice of any 25 research reports (Executive Insights, Market Research, Benchmarking & best Practice)
Gold Research Report Subscription	$ 25,000 - Choice of any 10 research reports (Executive Insights, Market Research, Benchmarking & best Practice)
Value Management Subscription	$ 37,000 - CIO Desk Reference, IT Measurement Desk Reference, IT Staffing & Compensation Guide, IT Human Capital Management Online Staffing Tool, WorldWide Benchmark Report on CD-ROM, 5 User licenses to Metricnet (Viewing privilages and data updates, no posting rights), SPEX 4 Pack.
Executive Insights:	
CIO Desk Reference -	$ 4,000
E-Government: Creating Digital Democracy -	$ 796
The IT Measurement Desk Reference -	$ 3,500
IT Staffing & Compensation Guide -	$ 5,000 - Report Guide, Online Benchmarking Tool, 10 hours of expert advice
Research Snapshots -	$ 150 each
e-briefings -	$ 350 per title
Market Research	
Worldwide IT Trends $ Benchmark Report (Basic)	$ 4,500 - Reports only (five volumes)
Worldwide IT Trends $ Benchmark Report (Premium) -	$ 13,000 - Reports (five volumes), Access to Metricnet, Support Services
World Economy Report -	$ 3,200
Security Adoption and Deployment Strategies -	$ 2,200
The State of Supply Chain Collaboration -	$ 2,700
E-Procurement Adoption, Challenges, and Strategies -	$ 2,100
Campus Convergence -	$ 2,100
E-Business Impact on Infrastructure -	$ 2,700
Wireless Adoption, Trends, and Issues -	$ 2,700
Enterprise Analystics	$ 4,500
Enterprise Portals -	$ 2,100
Leadership Strategies in CRM -	$ 2,700
E-Business Technology Evaluations	Modules available: Net Markets, E-Commerce, E-Procurement, Enterprise Portals, Content Management and Web Publishing, Enterprise Application Intergration, Sales Automatio, Customer Service, Enterprise Marketing Automation, Supply Chain Planning, Supply Chain Execution, Financail Accounting, Financial Reporting -Consolidation & Analysis, Balanced Scorecards, HR and Payroll, Professional Services Automation, Maintenance Management, E-Business Application Servers, Wireless Application Servers, Project Management, Business Intellegence, Data Warahousing and OLAP Services, ETL Tools, Network Intrusion Detection, Enterprise Service Desks.
Software Product Evaluations (SPEX) kits -Full Library	$ 47,500 - Full Subscriptions, all modules, currently 24

Software Product Evaluations (SPEX) kits-12 Pack	$ 31,500 - Any 12
Software Product Evaluations (SPEX) kits -6 Pack	$ 21,000 - Any 6
Software Product Evaluations (SPEX) kits- 4 Pack $17,000	$ 17,000 - Any 4
Software Product Evaluations (SPEX) kits- Single module	$ 5,300 - Each
Hardware Evaluations (IDEAS)	
CPSystems	Server and workstation products
CPStorate	External storage subsystem products
CPClient	Desktop, notebook, and handheld products
CPService	Hardware maintenance and software support offerings (Including server cost of power analysis
CPNetwork	Networking Hardware equipment such as switches, routers, and hubs
Pricing:	
Individual Modules -	$ 3,100 each
All Five Modules -	$ 12,000 each

B. COMPLIMENTARY EXECUTIVE PROGRAM SEATS

For each annual period of this Agreement, Contractor agrees to provide two (2) Complimentary Executive Program Seats ("Executive Seats") defined as Research access to core technology services, Electronic Government Strategies, & Enterprise Planning & Architecture Strategies. Executive Analyst Touch Base Call required for service set up & Bi-Monthly Touch Base. The touch base calls will be conducted by Sr. Executive Services META Group Analyst and attended individually by Secretary of Technology and Director of Technology, for each of the below named Executive Positions within Virginia State Government:

1. State of Virginia, Secretary of Technology, or
2. Director, Department of Information Technology ("DIT")

COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219
(804) 371-5000

Bruce G. Gordon
Agency Director

TDD VOICE-- TEL NO
804/371-8076

February 22, 2002

META Group, Inc.
Michael Thorp
1950 Roland Clarke Place
Reston, VA 20191-1414

RE: Contract VA-020131-META

Dear Michael,

It has been a pleasure working with you to reach the final agreement under RFP-2002-001 (Information Technology Research and Advisory Services). Enclosed you will find the fully executed original contract for your records, one original of which we will maintain on file in this office. Within a day or so, formal notice of this Contract award will be posted on our website at http://asd.state.va.us.

Please let me know if there is anything I can do to assist you when meeting the terms and conditions of the Agreement. I look forward to working with you.

Sincerely,

Melissa D. Norris, V.C.O.
Contracts Engineer

Enc. (1)