



**Commonwealth of Virginia  
Virginia Information Technologies Agency**

**ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE CONTRACT**

**Optional Use Contract**

Date: June 10, 2011

Contract #: VA-070601-IBM

Authorized User: All public bodies, including VITA, as defined by §2.2-4301  
And referenced by §2.2-4304 of the Code of Virginia

Contractor: IBM Corporation  
9201 Arboretum Parkway  
Richmond, VA 23236

Contact: Rich Delaney  
Phone: 703-653-7637  
Email: [delaneyr@us.ibm.com](mailto:delaneyr@us.ibm.com)

FIN: 13-0871985

Term: June 8, 2011 – June 7, 2012

Payment: Net 30 days

For Additional Information, Please Contact:

Supply Chain Management  
Virginia Information Technologies Agency

Mike Novak  
Phone: 804-416-6168  
E-Mail: [mike.novak@vita.virginia.gov](mailto:mike.novak@vita.virginia.gov)  
Fax: 804-416-6361

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.vita.virginia.gov/procurement/contracts.cfm>





COMMONWEALTH *of* VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

11751 Meadowville Lane

Chester, VA 23836

(804) 416-6100

TDD VOICE -TEL. NO.

711

Samuel A. Nixon  
CIO  
Email: CIO@vita.virginia.gov

May 4, 2011

VIA EMAIL

**TO: IBM Corporation**  
**Roger S Holtmann [rsholtma@us.ibm.com]**

**RE: VA-070601-IBM**

In accordance with Section 3.A of the above referenced contract, entitled "Contract Term," please consider this correspondence your notification of the Commonwealth's extension of the above referenced contract.

The expiration of the agreement is now extended to June 8, 2012.

Regards,

A handwritten signature in cursive script, appearing to read "Susan Woolley".

Susan Woolley

VITA

c: contract file



COMMONWEALTH *of* VIRGINIA

Samuel A. Nixon  
CIO  
Email: CIO@vita.virginia.gov

VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
11751 Meadowville Lane  
Chester, VA 23836  
(804) 416-6100

TDD VOICE -TEL. NO.  
711

April 28, 2010

VIA EMAIL

**TO: IBM Corporation**  
**Roger S Holtmann [rsholtma@us.ibm.com]**

**RE: VA-070601-IBM**

In accordance with Section 3.A of the above referenced contract, entitled "Contract Term," please consider this correspondence your notification of the Commonwealth's extension of the above referenced contract.

The expiration of the agreement is now extended to June 7, 2011.

Regards,

A handwritten signature in black ink, appearing to read "Phil Pippert".

Phil Pippert

VITA

c: contract file

**MODIFICATION #1  
TO  
CONTRACT NUMBER VA-070601-IBM  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA, through the  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
AND  
IBM CORPORATION**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", and IBM Corporation, hereinafter referred to as "Contractor" or "IBM", relating to Contract VA-070601-IBM as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #1 is to document the parties' agreement to the following three (3) items:

(1) Add the following to Exhibit B, Schedule A under the "Enterprise Content Management" heading:

[The rest of this page is intentionally left blank.]

X-NS

Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Premium Maintenance	
								Unit Price	Ext. Price
D60RILL	IBM FILENET P8 BASE - WORKGROUP SVR PKG LIC+SW MAINT 12 MO	1	\$25,000.00	\$25,000.00	70%	\$7,500.00	\$7,500.00	\$1,350.00	\$1,350.00
D60RJLL	IBM FILENET P8 BASE - WORKGROUP SVR PKG LIC	1	\$25,000.00	\$25,000.00	70%	\$7,500.00	\$7,500.00	See renewal part # below	See renewal part # below
E03P5LL	IBM FILENET P8 BASE - WORKGROUP SVR PKG ANNUAL SW MAINT RNWL	1	n/a	n/a		n/a	n/a	\$1,350.00	\$1,350.00
D60RMLL	IBM FILENET P8 BASE - UPGRADE FROM WORKGROUP SVR PKG to PROFESSIONAL SVR PKG LIC+SW MAINT 12 MO *	1	\$75,000.00	\$75,000.00	77%	\$17,250.00	\$17,250.00	\$3,105.00	\$3,105.00
	* requires a signed "Trade-up Consent for Expiring Maintenance" document in the format outlined in Modification 1 to VA-070601-IBM								

(2) Add the following to Exhibit B, Schedule A under the "Capture" heading:

Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Premium Maintenance	
								Unit Price	Ext. Price
D608TLL	IBM FILENET CAPTURE PROF-LOW VOL DEVICE LIC+SW MAINT 12 MO	1	\$7,000.00	\$7,000.00	60%	\$2,800.00	\$2,800.00	\$504.00	\$504.00

D608ULL	IBM FILENET CAPTURE PROF-LOW VOL DEVICE LIC	1	\$7,000.00	\$7,000.00	60%	\$2,800.00	\$2,800.00	See renewal part # below	See renewal part # below
E03DKLL	IBM FILENET CAPTURE PROF-LOW VOL DEVICE ANNUAL SW MAINT RNWL	1	n/a	n/a		n/a	n/a	\$504.00	\$504.00
D609HLL	IBM FILENET CAPTURE OCR- TO-PDF DEVICE LIC+SW MAINT 12 MO	1	\$3,500.00	\$3,500.00	60%	\$1,400.00	\$1,400.00	\$252.00	\$252.00
D609ILL	IBM FILENET CAPTURE OCR- TO-PDF DEVICE LIC	1	\$3,500.00	\$3,500.00	60%	\$1,400.00	\$1,400.00	See renewal part # below	See renewal part # below
E03E0LL	IBM FILENET CAPTURE OCR- TO-PDF DEVICE ANNUAL SW MAINT RNWL	1	n/a	n/a		n/a	n/a	\$252.00	\$252.00

(3) Add the following "Trade-up Consent for Expiring Maintenance" format for use when purchasing part number D60RMML from IBM. This format will be printed and signed as a separate document by any Authorized User after purchasing D60RMML:

Solely with respect to the fully executed Exhibit D-█ to contract VA-070601-IBM, attached, Customer acknowledges by signing below that they have consented to the expiration of active maintenance of IBM's Software Support and agree to the retirement of those license quantities shown on this form. In doing so, Customer will no longer be entitled access to telephone support, access to IBM's Retain System Web site, right to new versions of IBM's Software or continued use of the products/licenses listed in the table below as of the date shown.

No.	IBM Part Number	IBM Part Description	Quantity	Maintenance Expiration Date
1				
2				
3				
4				

IBM Software licenses and Support have been established for the products and periods on the fully executed Exhibit D-█ to contract VA-070601-IBM. This consent for expiring maintenance and retirement of licenses will be effective upon Acceptance of the corresponding Software licenses and maintenance upgraded by Authorized User.

Acknowledged:

CUSTOMER: \_\_\_\_\_  
(Authorized User Agency)

By \_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

Date \_\_\_\_\_

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-070601-IBM. Contract VA-070601-IBM cannot be modified, except by a writing signed by a duly authorized representative of both parties.

**ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-070601-IBM REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT MODIFICATION 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.**

IBM Corporation

BY: [Signature]  
NAME: KEVIN J. TAYLOR  
TITLE: MGR, SALES OPERATIONS  
DATE: AUG 27, 2008

Commonwealth of Virginia

BY: [Signature]  
NAME: DOUG CRENSHAW  
TITLE: SOURCE MGR  
DATE: 9/2/08

KJS



# **Software License Contract**

between

**The Virginia Information Technologies Agency**

on behalf of

**The Commonwealth of Virginia**

and

**IBM Corporation**

**SOFTWARE LICENSE CONTRACT  
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## SOFTWARE LICENSE CONTRACT

THIS SOFTWARE LICENSE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and International Business Machines Corporation (IBM) ("Supplier") to be effective as of June 8, 2007 ("Effective Date").

### 1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier agrees to grant a license to use certain enterprise content management (ECM) Software, and to provide various Services to the Authorized Users.

### 2. DEFINITIONS

#### A. Acceptance

Acceptance shall take the form of completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable order.

#### B. Agent

Any third party independent agent of any Authorized User.

#### C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

#### D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

#### E. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

#### F. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to install, implement, and make productive use of the Software.

#### G. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if available pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order issued hereunder.

#### H. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit C hereto. The actual Maintenance Level for a unit of Software shall be set forth in the executed order for Maintenance of that Software referencing this Contract.

#### I. Maintenance Period

The term during which Maintenance is to be provided for a unit of Software.

**J. Maintenance Services (or Maintenance)**

Those Services, preventive and remedial, provided by Supplier at Authorized User's request in order to ensure continued operation of the Software.

**K. Party**

Supplier, VITA, or any Authorized User.

**L. Requirements**

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the product described in the applicable documentation, applicable standards including the U.S. Department of Defense 5015.2-STD (DoD 5015.2-STD) and additional standards promulgated by the National Archives and Records Administration (NARA), and such other parameters, characteristics, or performance standards for the product that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder.

**M. Services**

Any services, including installation, Software configuration, maintenance, support and training provided by Supplier under this Contract.

**N. Software**

The programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit A or as described on Supplier's U.S. and International price lists in effect at time of order placement.

**O. Software Manufacturer**

The licensor of the Software provided by Supplier under this Contract.

**P. Statement of Work (SOW)**

Any document in substantially the form of Exhibit D to this Contract which, upon signing by both Parties to the agreement, shall be deemed a part of this Contract, and which describes the deliverables, due dates, duration, and payment obligations for a specific project or engagement in which Supplier shall provide Software and/or Services to an Authorized User. Any Statement of Work shall constitute an order.

**Q. Supplier**

Includes any individual who is an employee, agent, sub-contractor, or independent contractor of Supplier to provide Software and/or Services under this Contract.

**R. VITA**

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

**S. Warranty Period**

The ninety (90) day period following Acceptance of the Software.

**3. TERM AND TERMINATION**

**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA may, in its sole discretion, extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Expiration of the term of the Contract shall not affect any perpetual license granted hereunder.

**B. Termination for Convenience**

VITA may terminate for convenience this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate for convenience an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual dispute to VITA or the terminating Authorized User for resolution according to the terms of the Dispute Resolution Section of this Contract. Upon termination, the Commonwealth shall have no future liability except for Software accepted or Services rendered by Supplier prior to the termination date. Termination of this Contract or any order shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has paid all fees for such license.

#### **C. Termination for Breach or Default**

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA or an Authorized User deems the Supplier to be in breach and/or default, VITA or the Authorized User shall issue a "Show Cause Notice" identifying the failure/nonperformance and providing Supplier thirty (30) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part, or the Authorized User may immediately terminate its order, in whole or in part. Such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services rendered by Supplier and accepted by the Authorized User or Software delivered by Supplier and accepted by the Authorized User prior to the termination date. Supplier shall accept return of any Software that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Product. All costs of de-installation and return of Software shall be borne by Supplier.

The failure of VITA or an Authorized User to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default of any provisions of such agreements.

Supplier shall submit any contractual dispute to VITA or the terminating Authorized User for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

#### **4. SOFTWARE LICENSE**

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

##### **A. License Grant**

- i). Supplier grants to all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable (in accordance with item (ii)), irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent

revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The Software is the property of Supplier and/or its licensors, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to any Authorized User.

- ii). All licenses held by the Commonwealth shall be fully transferable within the Commonwealth, and all licenses held by an Authorized User other than the Commonwealth shall be fully transferable within that Authorized User's organization, provided, however, that the Commonwealth or the Authorized User shall give notice to Supplier if the licenses are under maintenance.
- iii). All Authorized Users shall have the right to use, copy, modify in accordance with Supplier's Documentation, transmit and distribute the Software for their benefit and for the use by their Agents, in accordance with the terms of the license, including internal and third-party information processing.
- iv). VITA and Authorized Users may allow access to and use of the Software by third party vendors who are under contract with VITA or the Authorized User to provide services to or on behalf of VITA or such Authorized User, provided (a) such access and use is solely for the benefit of VITA or the Authorized User and for no other purpose and for no other third party, and (b) such access is subject to the terms and conditions of the license. Access includes loading or executing the Software on behalf of such Authorized User or its Agents. The license does not permit use of the Software for a service bureau application or sublicensing of the Software.
- v). An Authorized User may allow access to External Customers, provided such Authorized User has purchased the appropriate licenses and quantities. For purposes of this Contract, "External Customers" are those businesses or members of the general public or other entities, as defined in the applicable SOW, who have enrolled in Authorized User's service for access to information as specified in such SOW. This license type may not be used by any other third party notwithstanding the access mode for any other purpose without the prior written consent of Supplier.
- vi). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- vii). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development and may run the Software concurrently at a back-up site for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.
- viii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.
- ix). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

VITA or an Authorized User may terminate a license at any time for any reason. In the event of termination of a license by VITA or an Authorized User, or if VITA or an Authorized User permanently discontinues use of any license, VITA or such Authorized User shall provide notice to Supplier. In addition, upon expiration or termination of a license in accordance with the terms and

conditions of this Contract or pursuant to a court order, any affected Authorized User shall immediately return or destroy the affected Software and all portions or copies of it as directed by Supplier, except that, unless otherwise prohibited by law or court order, Authorized User may maintain one (1) copy purely for archival purposes, however such archival copy may not be installed on any systems and subject to all confidentiality and non-disclosure provisions of this Contract. If requested by Supplier, Authorized User shall certify in writing within ten (10) days of the request that it has fully complied with this obligation. In the event of a conflict with the records retention policies of the Commonwealth of Virginia, the records retention policies of the Commonwealth shall prevail except when such policies are superseded by law or court order.

## **B. License Type**

All licenses granted, regardless of the type, include all uses set forth above.

### **1. Definitions**

For purposes of this section, the following terms shall have the following definitions:

- a). "Assign" shall mean to designate a CPU Software license to one server and keep records of that designation.
- b). "Client" shall mean any personal computer, minicomputer, mainframe, workstation or other computer device that interacts with Server Software.
- c). "Server Software" shall mean a single copy of Software residing on a computer server within a System.
- d). "System" shall mean a discrete group of an Authorized User's internal computer systems as designated by a unique Supplier system identification number. An Authorized User may have multiple Systems.
- e). "User" shall mean an individual authorized by Authorized User to use Software regardless of whether the individual is actively using the Software at any given time. If a Client is programmed to access the Software in an automatic manner, then each discrete Client of this type is counted as an individual User.
- f). "Concurrent User License Guidelines" shall mean a document in the form of Exhibit E hereto which describes typical user profiles and recommended numbers of concurrent licenses. The Concurrent User License Guidelines shall be for the purposes described herein only and shall in no way modify the Contract or any order issued hereunder.
- g). "Server" means a computer system that executes requested procedures, commands or applications to one or more user and/or client devices over a network. Where "blade" or "virtual server" technology is employed, each "blade" or "virtual server" counts as a discrete Server.
- h). "Server Program" means a single copy (or partial copy) of a program residing on a single physical computer server within a System. For clarity, a virtual computer server environment within a physical server is considered a separate computer server, and is counted as a second server for license purposes.

### **2. Server Software License**

Each license entitles Server Software to be installed and to run on a single computer server.

### **3. User License Types**

Named User License - a single designated User having the ability to access Server Software with no maximum limit on the duration of access or on the number of discrete accesses.

Concurrent User License - a designated group of Users where the maximum number of Users in the group does not exceed 10 Users for every 1 concurrent user license; and the maximum number of Users within that group accessing Server Software at any one time cannot exceed 1 User for every 1 concurrent user license.

eBusiness User License – a designated group of Users where the maximum number of Users in the group does not exceed 100 Users for every 1 eBusiness user license; and the maximum number of Users in that group accessing Server Software at any one time cannot exceed the 1 User for every 1 eBusiness user license.

#### **4. Multiplexing**

If Authorized User elects to use a concentrator or multiplexer, technology to provide Users with access to the Software (whether hardware or software; e.g., web/IP server, gateway, etc.), then all Users with the ability and intent to access the Software via that technology may be counted individually for licensing purposes. Supplier's most current version of its Concurrent User License Guidelines will be used to determine the type of license necessary for these Users.

#### **5. Authorized User Monitoring of Concurrent User License Usage**

Authorized User is responsible for monitoring its Concurrent User license usage. If an Authorized User determines that, over a sixty (60) day period, its Concurrent User license usage averages above the number of Concurrent User licenses purchased by such Authorized User, the Authorized User shall promptly notify Supplier to purchase the additional licenses required. In the event that Authorized User's usage exceeds the number of Concurrent User licenses or contracted ratio of Clients to Concurrent User licenses by a permitted allowance of 10% or less, then no further licenses are required to be purchased. If, however, the Authorized User's usage as defined in this paragraph exceeds 10%, Authorized User can remedy such overage by promptly decommissioning or adjusting the number of Authorized Users so that said overage no longer exists. If, however, during subsequent monitoring, the Authorized User's usage exceeds the 10% allowance, the Authorized User shall promptly notify Supplier to purchase additional licenses required to remedy its unauthorized usage.

#### **6. CPU Licenses**

**CPU - Production Environment.** For Server Software running on a server in Authorized User's normal production System (e.g., live system), Authorized User is required to purchase:

- i). 1 CPU Software license for each CPU; and
- j). for multi-core CPUs, 1 CPU core Software license for each processing core that is in addition to the first core of that CPU.
- k). All CPUs (including processing cores) in a server running the Server Software must be licensed. For example, for a single multi-core CPU with five cores, Authorized User must purchase 1 CPU Software license and 4 CPU Core Software licenses. An unlimited number of Users may use the Server Software licensed on a CPU basis.

**CPU - Development & Test Environment.** For Server Software running in Authorized User's system designated for development or testing activities, Authorized User is required to purchase licenses on the same basis as in the CPU Production Environment. The development or test systems may only be used in non-production environments, may only process data for testing or development purposes, and may not be used for backup or disaster recovery purposes.

**CPU - Backup/Disaster Recovery Environment.** For Server Software running in Authorized User's system designed to operate as a hot site backup or disaster recovery system for the production System, Authorized User is required to purchase licenses on the same basis as in the CPU Production Environment. The backup system may only be actively used on a temporary basis while the production System is experiencing a major failure; however it may be run as a hot site backup so that it can automatically take over if the production System incurs a major failure.

#### **7. Use Restrictions for CPU Licenses**

Use of Server Software licensed on a CPU basis must comply with the following conditions:

- l). It can only be run as a complete and single instance on one server and must not be run in separated portions on multiple servers.
- m). It cannot be run on a server that is also running Software licensed on a User License Type.
- n). Each CPU that is attached or otherwise available to run the program will require one (1) CPU license (each a "CPU License"). The total number of CPUs that are attached or otherwise available to run the program may not exceed the number authorized by the applicable License proof of entitlement.
- o). Processing functions normally performed by the Server Software may not be off-loaded to any computer not running the Server Software.
- p). Each CPU Software license must be Assigned to a CPU in a server and the same CPU Software License may not be Assigned to more than one server.
- q). A hardware partition or blade type server is considered a separate physical server.

**C. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")**

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

**5. FEES, ORDERING AND PAYMENT PROCEDURE**

**A. Fees and Charges**

As consideration for the Software license(s) and Services provided herein, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. If Supplier makes a general announcement of a price decrease to its list prices for the product and maintenance services that are the subject of this Contract, Supplier will make such a decrease available to all Authorized Users for all orders placed as of the effective date of the general announcement.

**B. Evaluation Copy of Software**

Supplier shall make available to any Authorized User Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously licensed the Software.

**C. License Verification**

For licenses granted pursuant to this Contract, the following provisions shall govern license verification:

At Supplier's written request, not more frequently than annually, Authorized User shall furnish Supplier with a signed certification (a) verifying that the Software is being used pursuant to the provisions of this Contract, including any user and other limitations; and (b) listing the locations, types and serial numbers on the systems on which the Software is run.

In no event shall Supplier have the right to conduct a license verification, or that a license verification be conducted, with respect to VITA or any Authorized User, without reasonable cause.

In the event that Supplier has reasonable cause to believe that Authorized User has underreported the amount of fees owed Supplier, Supplier may request and Authorized User shall perform a self-review and provide the results of such self-review to Supplier. If Supplier has reasonable cause to challenge the validity of the self-review results, Authorized User shall permit Supplier to conduct a license verification of Authorized User's records related to the number of copies made, provided however that such license verification: (a) is conducted following thirty (30) days written notice; (b) is begun and concluded with reasonable diligence not to exceed thirty (30) days; (c) is conducted during Authorized User's normal business hours and shall not unreasonably interfere with Authorized User's business activities; (d) is conducted at Supplier's expense; (e) may be conducted no more than once per twelve (12) month period; and (f) shall be limited to an examination of records relating to activity in the most recent twelve (12) month period. Supplier may select an independent firm ("Reviewer") to conduct the license verification, subject to the same provisions delineated above, and provided Reviewer is bound by all necessary confidentiality provisions to protect any and all data which may be encountered by Reviewer in the conduct of the license verification.

Under no circumstances shall Supplier or Reviewer access data or information of the Authorized User other than that which is subject to the license verification. Deliberate or negligent access by Supplier or Reviewer to any other such Authorized User data or information shall constitute a breach by Supplier of this Contract. If Supplier or Reviewer inadvertently and without negligence accesses such data or information, the terms and conditions of the Confidentiality section of the Contract shall apply with respect to Supplier and the terms of the confidentiality provisions to which Reviewer is bound shall apply with respect to Reviewer.

Not more than ten (10) days after completion of a license verification, Supplier shall provide Authorized User with a copy of the findings of such license verification in the form of a written report. Authorized User shall have sixty (60) days to review such report and, if it does not agree with Supplier's findings, to submit a response. Supplier shall have thirty (30) days to review its records and either agree or disagree, in writing, with Authorized User's response. Should Supplier disagree, such dispute shall be settled in accordance with the Disputes Resolution section of this Contract. If Supplier and the Authorized User agree that Authorized User has underpaid fees to Supplier, Authorized User shall be invoiced for such underpaid fees based on the price list in effect at the time the license verification is completed, net of all applicable discounts. Underpaid fees shall refer to Software license fees only, not technical support Service fees.

#### **D. Statement of Work (SOW)**

An SOW shall be required for the first instance of any Software deployment ordered by an Authorized User pursuant to this Contract. All related Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, an SOW shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses.

Any change to an SOW must be described in a written modification to the SOW, signed by both Parties before it becomes part of this Contract. An SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

#### **E. Ordering**

Notwithstanding all Authorized User's rights to purchase or license Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive

benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS VITA IS THE AUTHORIZED USER.

#### **F. Invoice Procedures**

Supplier shall remit each invoice to the "bill to" address provided with the order promptly after all Software or Services have been accepted. Payment for Software support Services shall be annually in advance unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Software or Service type and description
- ii). Quantity, charge and extended pricing for each Software and/or Service item
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

#### **G. Purchase Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has already paid all fees for such license.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Software has been accepted. Charges for Software or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

In the event Software is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance.

#### **H. Supplier's Report of Sales and Industrial Funding Adjustment**

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted is available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm>. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information provided below), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact information for the VITA Controller and the VITA IFA Coordinator submission of the Supplier Monthly Report of Sales and the IFA payment, as applicable, is available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm> under "Supplier Reporting".

#### **I. Small, Woman, and Minority-Owned Business (SWaM) Participation**

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small, Woman, and Minority Owned Businesses (SWaMs) as subcontractors and second-tier suppliers under this Contract. Supplier and VITA will review Supplier's SWaM subcontracting plan, which was submitted with Supplier's proposal, and SWaM subcontract reporting, and will discuss ways of encouraging SWaM participation and increasing subcontracting spend with SWaM suppliers.

Supplier and VITA agree to meet annually thereafter to review SWaM subcontracting reports and discuss further action with respect to SWaM subcontracting and spend.

Discussions regarding SWaM subcontracting may be held in conjunction with meetings of the Steering Committee, as described in the Steering Committee section of this Contract.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm>). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to SWaM

vendors, by SWaM category, regardless of such SWaM vendors' certification status. Supplier shall submit the report to [SWaM@vita.virginia.gov](mailto:SWaM@vita.virginia.gov).

## 6. TRAINING AND DOCUMENTATION

Available optional training, and applicable pricing and discounts, are described in [Exhibit B](#).

Supplier shall deliver to the Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in an Authorized User document or platform. Authorized User shall continue to include Supplier's copyright notice. IBM shall not be liable for any errors or omissions of an Authorized User in any copying, editing, redacting or otherwise.

## 7. DELIVERY AND INSTALLATION

### A. Scheduling

Supplier shall deliver Software and perform the Services according to the delivery dates as mutually agreed and set forth on the appropriate order. Supplier agrees to provide only the Software that has been ordered by the Authorized User.

### B. Installation of Software

#### 1. Supplier Installation of Software

The Software license fee does not include initial installation. Should Authorized User require Supplier installation of Software, installation fees shall be in accordance with [Exhibit B](#). Supplier is required to install the Software in accordance with the installation schedule set forth on the order. Supplier shall provide standardized installation services within the scope of its installation packages. Supplier's installation packages are limited to loading the Software onto a System (a discrete group of an Authorized User's internal computer systems as designated by a unique Supplier system identification number) and testing the Software using Supplier's standard testing tools at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use. Installation will be deemed successful upon Acceptance, and shall supply such Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation. Any services outside of an installation package's scope must be purchased separately under an SOW or equivalent.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract. Authorized User shall provide written notice to Supplier if Authorized User believes Supplier has failed to meet such schedule. Should Supplier fail to install the Software in accordance with the schedule in the applicable order, such failure shall result in a one (1) day extension of the Acceptance period for each one (1) day delay in the installation schedule caused by Supplier. Supplier shall not be liable for any delays in the schedule caused by a failure of the Authorized User to provide Supplier with any necessary access or support. If the delay lasts longer than thirty (30) days, the Authorized User may immediately cancel the order without penalty.

#### 2. Authorized User Installation of Software

If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of

Acceptance upon completion of installation and successful Acceptance testing. Software, labeled "FileNet Certified Professional Installation Required", must be installed and upgraded by FileNet Certified Professional ("FCP") Technicians according to published specifications as a condition of supportability, unless otherwise agreed to by Supplier.

To enable Authorized User or its third party contractor to perform the installation, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required up to the maximum number of licenses purchased by such Authorized User. If the Authorized User or its contractor inadvertently installs more than the number of licenses purchased, such Authorized User shall promptly notify Supplier and report the net number of additional copies of the Software deployed. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed, in accordance with Exhibit B and the applicable order and without penalty to the Authorized User.

**C. Documentation of Software Configuration or Customization**

If the Services include configuration or customization of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration or customization. Such documentation shall be sufficiently detailed such that any appropriately trained and certified employee or Agent of any Authorized User may reconstruct the configuration or customization of the Software.

**8. ACCEPTANCE AND CURE PERIOD**

**A. Acceptance**

Software shall be deemed accepted when the Authorized User determines that such Software successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within fourteen (14) days after receipt of the Software. Acceptance testing will be no longer than fifteen (15) business days for the first instance of each product type set forth in Exhibit B. Once a Software product has passed Acceptance, Acceptance no longer applies for subsequent license purchases of the same Software product within the applicable Authorized User's organization. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than travel expenses pre-approved by the Authorized User which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing.

**B. Cure Period**

Supplier shall correct any material non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Software for re-testing within seven (7) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier. In the event that Supplier fails to deliver Software which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. In addition, should Supplier not be able to remedy the reported non-conformance within the cure period, VITA or the Authorized User may immediately procure the products or services from another source. Once VITA or the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§2.2-4300 et seq. of the Code of Virginia), VITA or the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse VITA or the Authorized User for any difference in cost between the original license price and the cost borne by VITA or the Authorized User to cover from the alternate source, up to a maximum of one hundred twenty-five percent (125%) of the license price. In no event shall VITA or the Authorized User be held to pay Supplier any costs incurred by Supplier, including but

not limited to ordering, marketing, manufacturing, or delivering the Product(s) or Service(s) which are subject of the notice by VITA or the Authorized User of breach. This remedy is in addition to and not in lieu of any other remedy VITA or the Authorized User may have under this Contract or at law or in equity.

## 9. IMPORT/EXPORT

Any product generated from any data collected, developed, analyzed, or otherwise used or obtained by Supplier pursuant to Supplier's performance of this Contract shall be considered Data Product.

Supplier shall not export or re-export any data collected, developed, analyzed, or otherwise used or obtained by Supplier pursuant to Supplier's performance of this Contract, or any Data Product, to any country, person, entity or end user subject to U.S. export restrictions. Supplier specifically agrees not to export, re-export, or download such data or Data Product: (a) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, Federal Republic of Yugoslavia, or to any national of any such country; (b) to any end-user who Supplier knows or has reason to know will utilize the data or Data Product or portion thereof in the design, development or production of nuclear, chemical, or biological weapons, or for any purpose which may, directly or indirectly, pose a security threat to the United States or its territories; or (c) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Supplier is responsible for complying with local laws in Supplier's jurisdiction, as well as all federal and state laws and regulations regarding import and export, which might impact its right to import, export, or use the data or Data Product.

In addition, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

## 10. GENERAL WARRANTY

Supplier warrants and represents to VITA the Software described in Exhibit A as follows:

### A. Ownership

Supplier is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

### B. Software and Documentation

Supplier warrants the following with respect to the Software:

- i). The Software is pursuant to a particular Request for Proposal ("RFP"), and Supplier is possessed of superior knowledge with respect to the Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Software;
- ii). If the RFP specified or Exhibit A specifies the hardware equipment an Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of three (3) years of the Effective Date. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by an Authorized User.
- iii). If an order issued by an Authorized User pursuant to this Contract specified the hardware equipment such Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of three (3) years of the date of such order. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by such Authorized User. This is pursuant to both Parties signing a Statement of Work.

- iv). The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order, in which case item (iii) shall not apply and the older version of the Software, and any subsequent release, is compatible with and shall perform as stated with any hardware specified in the applicable order for a period of three (3) years of the date of such order; This is pursuant to both Parties signing a Statement of Work.
- v). Provided that all Software licensed is at and is kept at its most current version, then, if the Software is modular in nature, each module, currently available and which may become available in the future, shall be compatible and shall integrate with each module provided by Supplier to an Authorized User pursuant to an order placed under this Contract.
- vi). No corrections, work arounds or future Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software
- vii). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a trained and certified employee or contractor of an Authorized User to utilize the Software without reference to any other materials or information.

**C. Limited Warranty**

During the Warranty Period, Supplier warrants that the Software shall not contain any material errors and shall function properly and in conformity with the Requirements. Supplier shall correct all material errors that result in a failure of the Software to materially function as specified in Exhibit A that are identified during the Warranty Period at no additional cost to any Authorized User. Customer is responsible for the results obtained from the use of the Software.

**D. Malicious Code**

Supplier has used its best efforts through quality assurance procedures to ensure that there are no known Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User; and the Software does not contain any known embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

**E. Open Source**

Supplier acknowledges that its Software may contain Open Source code, which may be subject to an Open Source license. Supplier accepts liability for such Open Source code and its indemnification obligation with respect to such Open Source code as set forth in the Liability and Indemnification section of the this Contract.

**F. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**G. Supplier's Past Experience**

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

**THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED**

**WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO THE AGREEMENT, SUPPORT OR THE SOFTWARE.**

**11. MAINTENANCE SERVICES**

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit B without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit B are inclusive of all necessary labor. Should travel not be included in the prices identified in Exhibit B, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates established by the Virginia Department of Accounts ([http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Alpha\\_Listing.cfm](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm)), or a successor URL(s).

In addition to the minimum Maintenance Services described in this section, Exhibit C provides detailed descriptions of Supplier's additional maintenance offerings, if any, and Supplier's associated responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its maintenance obligations. Any monetary remedies shall be paid to the Authorized User on a quarterly basis. Exhibit C defines coverage periods, response times, and restore times.

**A. Ordering**

An Authorized User may order Maintenance Services for any Software at any time during the term of the Contract, irrespective of whether such Software is covered under maintenance at the time the order is issued to Supplier and subject to Supplier's reinstatement policy, if applicable, as set forth in Exhibit C. Each order shall identify:

- i). Software product for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). Maintenance Period for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Maintenance periods for Software shall be co-terminous for each Authorized User in accordance with Supplier's Maintenance policy as set forth in Exhibit C.

**B. Renewal**

Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

**C. Services**

Supplier's Maintenance and Support Services are as described in Exhibit C hereto.

**D. Software Evolution**

Authorized User shall be entitled to "Successor Products" for the Software, if and when generally available to Supplier's other customers and as long as maintenance is paid current. (If not under a paid maintenance contract or order, a customer does not receive rights to new versions (RTNV).) Successor Products refers to the functional equivalent(s) of the Software offered by Supplier or its successor(s)-in-interest and includes any Support (under contract) related thereto. For purposes of clarity, a "functional equivalent" may include an entirely new or re-packaged software product with the same or substantially similar functionality as the Software, including new or re-packaged products which are merely logical extensions of the design concept represented by the Software. If the successor company ends-of-life or fails to Support the product in a manner a new product offering is supported, and replaces it with a similar product or a product that

embodies that functionality, Authorized User will have the right to this replacement product under RTNV. Authorized User will be entitled to use any features or functionality previously present in the previously licensed Software that is also contained in the Successor Products. In the event that a Successor Product is packaged with features and/or functionality that are not "functional equivalents" of the previous Software and Authorized User desires to use such additional features or functionality, VITA and Supplier agree to negotiate the terms of such use in good faith and in accordance with the Contract, or Authorized User may issue an order for additional licenses, subject to any discounts associated with the original previously licensed Software. The old product is to be retired when the replacement product is installed.

**E. Escalation Procedures**

Supplier's escalation procedures are incorporated as Exhibit C hereto.

**F. Remedies**

In addition to any remedies described in Exhibit C, if Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept cancellation of the license to such non-conforming software; and shall return the prorated maintenance charge for the remainder of the maintenance term. The prorated amount due an Authorized User shall be calculated from the date on which the Software ceased operating in accordance with the Requirements.

**12. SYSTEMS INTEGRATION AND CONTENT MANAGEMENT**

VITA or an Authorized User may, at its sole discretion and in accordance with applicable laws, regulations, and policies, contract with one or more third party vendors for technical support and advice, systems integration, and content management services, which may include, but not be limited to, integration of legacy systems with Supplier's Software, conversion of content currently stored on or maintained by legacy systems, and transition of such content to Supplier's Software ("Content Management Vendor(s)"). Supplier shall coordinate with Content Management Vendor(s) as may be requested by VITA or such Authorized User in order to ensure a timely and orderly conversion of content and capture of content in Supplier's Software, to provide suitable, non-conflicting technical interfaces, and to avoid duplication of effort. Such coordination may include advising as to whether any configuration activities constitute alterations, additions, adjustments or repairs to the Software that may void Supplier's warranties, liabilities, or indemnities. If any such coordination is deemed outside of the scope of Supplier's Warranty and Maintenance Service offerings, Supplier shall be compensated for its assistance by such Authorized User at the hourly rates established in Exhibit B hereto.

**13. CONFIDENTIALITY**

**A. Treatment and Protection**

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

**B. Exclusions**

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**C. Return or Destruction**

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

**14. LIABILITY AND INDEMNIFICATION**

Supplier agrees to indemnify, defend and hold harmless VITA, any Authorized User, their officers, directors, lawfully authorized agents (which for avoidance of doubt excludes contractors performing services or providing items for VITA or Authorized User) and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result under or in connection with this Contract from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) material and uncured breach of any warranty of Supplier contained herein during the Warranty Period that fundamentally and substantially impairs the operation of the Software or Services through the sole fault of the Supplier, (iv) any material and uncured defect in the Software or the Services that fail to comply with its description in Documentation during the Warranty Period and that fundamentally and substantially impairs the operation of the Software or Services through the sole fault of the Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights, including but not limited to those based on Open Source software, by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Software or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Software or Services, or any component thereof; or (b) replace or modify such infringing Software or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Software or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

**EXCEPT WITH REGARD TO CLAIMS FOR TANGIBLE PERSONAL PROPERTY DAMAGE AND REAL PROPERTY DAMAGE AND BODILY INJURY (INCLUDING DEATH) TO THE EXTENT OF SUPPLIER'S LEGAL LIABILITY, SUPPLIER'S INDEMNIFICATION OBLIGATIONS UNDER THIS LIABILITY AND INDEMNIFICATION SECTION, AND MISAPPROPRIATION OF A PARTY'S CONFIDENTIAL INFORMATION IN VIOLATION OF ITS OBLIGATIONS UNDER THE SECTION OF THIS CONTRACT ENTITLED CONFIDENTIALITY, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT: 1) SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, LOSS OF, OR DAMAGE TO DATA, OR LOSS OF INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND 2) EXCEPT AS EXPRESSLY EXCEPTED IN THIS PARAGRAPH, SHALL SUPPLIER'S ENTIRE AND COLLECTIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT EXCEED THE GREATER OF TWO (2) TIMES THE AMOUNTS PAYABLE TO SUPPLIER UNDER THE APPLICABLE ORDER(S) OR STATEMENT(S) OF WORK ISSUED HEREUNDER OR US \$500,000.00.**

#### **15. INSURANCE**

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence.

#### **16. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/docs/psg.cfm>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations, including but not limited to the Sarbanes-Oxley Act of 2002 (SOX), and the Health Insurance Portability and Accountability Act (HIPAA). For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

## **17. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, or an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

## **18. STEERING COMMITTEE**

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), which will consist of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee will include but not be limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

The Steering Committee will meet within thirty (30) days of the Effective Date of this Contract and will meet annually thereafter during the term of the Contract, including any extension thereto. One or more additional meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific order issued pursuant to this Contract.

## **19. GENERAL PROVISIONS**

### **A. Relationship between VITA, Authorized User, and Supplier**

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding

or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

**B. Incorporated Contractual Provisions**

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference:

<http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf>

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf> are also incorporated by reference.

The terms and conditions in documents posted to the URLs above are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

**C. Compliance with the Federal Lobbying Act**

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 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 Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

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

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit F hereto.

**D. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**E. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body 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 relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier'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 Supplier's remedies include the right to terminate any license or support services hereunder.

**F. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or such Authorized User.

**G. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

**H. No Waiver**

Any failure to enforce any terms of this Contract shall not constitute a waiver.

**I. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. Notwithstanding the foregoing, Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the Contract and provided the assignee is a U.S. corporation, or to a U.S. affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;

VITA may assign this Contract to any Commonwealth public body, so long as the assignee agrees in writing to be bound by all the terms and conditions of this Contract. VITA may assign this Contract to any other entity with the written consent of Supplier and provided the assignee agrees in writing to be bound by all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**J. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**K. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**L. Survival**

The provisions of this Contract regarding Software License, Warranty, Escrow, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. Termination or expiration of the Contract shall not limit any Party from pursuing any remedies available to it, including injunctive relief.

**M. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

**N. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Authorized Users reserve any and all other remedies that may be available at law or in equity.

**O. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Software purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Software delivery or Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

**P. Entire Contract**

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- r). Exhibit A Software Functional Requirements
- s). Exhibit B Software Product List, Software License Fee, Service Charges and Payment Schedule
- t). Exhibit C Software Maintenance Services description
- u). Exhibit D Statement of Work Template
- v). Exhibit E Concurrent User License Guidelines (for reference only)
- w). Exhibit F Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, any signed SOW, Exhibit A, Exhibit C, Exhibit B, Exhibit E.

Appendix C is included for informational purposes only, and has no substantive meaning or value for the purposes of interpreting or enforcing this Contract.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By:   
(Signature)

Name: RICHARD DELANEY  
(Print)

Title: CSSR

Date: 6/4/07

VITA

By:   
(Signature)

Name: JAMES T. ROBERTS  
(Print)

Title: Director of Administration & Finance

Date: 06/08/07

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Contract Administrator

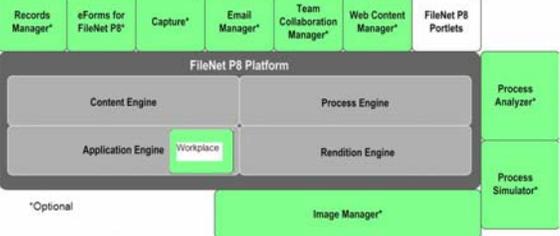
**EXHIBIT A  
 CONTRACT NUMBER VA-070601-IBM  
 BETWEEN  
 VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
 AND  
 IBM CORPORATION**

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-070601-IBM ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and IBM Corporation. ("IBM" or "Supplier").

In the event of any discrepancy between this Exhibit A and Contract No. VA-070601-IBM, the provisions of Contract No. VA-070601-IBM shall control.

**A. General Requirements**

No.	Requirements	A	B
1.	<p><i>VITA Policies, Standards and Guidelines to include but not limited to ITRM Standard GOV 106-00 for website standards, ITRM Standard GOV 103-00, Information Technology Security Policy (90-1) which may be found at <a href="http://www.vita.virginia.gov/docs/psg.cfm">http://www.vita.virginia.gov/docs/psg.cfm</a> and Enterprise Technical Architecture Standard, ITRM Standard ETA 225-00 which can be viewed at <a href="http://www.vita.virginia.gov/docs/psg/ETASstandard225-00.pdf">http://www.vita.virginia.gov/docs/psg/ETASstandard225-00.pdf</a>. Does your solution meet this requirement?</i></p>	N	<p><i>FileNet, an IBM Company would like to describe our architecture and corresponding Enterprise Content Management (ECM) product suites since this question corresponds to enterprise architecture. Also, this description will clearly define the products outlined in our proposed solution and identify the product branding.</i></p> <p><i>IBM FileNet P8 is a reliable, scalable and highly available enterprise platform that enables you to capture, store, manage, secure and process information to increase operational efficiency and lower total cost of ownership.</i></p> <p><i>As shown in the center of the diagram below, the FileNet P8 platform provides the baseline components for enterprise content management solutions, including the Content Engine, Process Engine, Application Engine, and Rendition Engine. The Content Engine provides software services for managing enterprise content and customer-defined business objects. The Process Engine provides software services for managing all aspects of business processes (also called workflows), such as process execution, process routing, rules management, process simulation and modeling, and workflow analysis. The Application Engine is the FileNet P8 platform component that hosts the Workplace web application, Workplace java applets, the Process Router, and application development tools. It is the presentation layer for both process and content. The Application Engine provides protection for user credentials that are passed between Workplace and the Content Engine and, if configured, provides SSL security. The Rendition Engine converts documents from a variety of formats, such as those produced by Microsoft® Office programs (Word, Excel, PowerPoint) to PDF and HTML formats.</i></p>

No.	Requirements	A	B
			 <p>The IBM FileNet P8 platform provides an infrastructure, J2EE™ Application Components and System Components that operate in J2EE™ Platform Products (application servers) such as BEA WebLogic®, IBM WebSphere®, JBoss, and Apache Tomcat for customers to leverage FileNet, an IBM Company's Enterprise Content Management (ECM) capabilities for a wide range of enterprise scalable solutions. These solutions are provided by the following product suites:</p> <ul style="list-style-type: none"> <li>IBM FileNet Content Manager,</li> <li>IBM FileNet Business Process Manager,</li> <li>IBM FileNet Business Process Framework</li> <li>IBM FileNet Email Manager,</li> <li>IBM FileNet Forms Manager,</li> <li>IBM FileNet Records Manager,</li> <li>IBM FileNet Team Collaboration Manager and</li> <li>IBM FileNet Image Manager Active Edition</li> <li>IBM FileNet Business Activity Monitor (BAM)</li> <li>IBM FileNet Records Crawler</li> <li>IBM FileNet Compliance Framework (CF)</li> <li>IBM FileNet Application Connector for SAP</li> <li>IBM FileNet Portal Integration for mySAP</li> <li>IBM FileNet Rendition Engine</li> <li>IBM FileNet System Designer ( The FN P8 Toolkit)</li> <li>IBM FileNet Content Federation Services</li> <li>IBM FileNet Capture Professional File Import</li> <li>IBM FileNet DocProcessing</li> <li>IBM FileNet Capture Toolkit</li> <li>IBM FileNet Fax</li> <li>IBM FileNet Process Analyzer</li> <li>IBM FileNet Process Simulator</li> </ul> <p><i>Workplace is the out-of-the-box end-user web application that provides access to the document management capabilities and is tightly integrated with the business process management capabilities and extended FileNet P8 capabilities such as forms management, records management, and portals. The Application Engine is the FileNet P8 platform component that hosts the Workplace web application.</i></p> <p><i>Please see a high level view of the IBM FileNet P8 architecture supporting our Enterprise Content Management (ECM) solutions.</i></p>

No.	Requirements	A	B
			<div data-bbox="706 226 1268 655" data-label="Diagram"> <p>The diagram illustrates the FileNet P8 Architecture in a high-level view, organized into four main layers:</p> <ul style="list-style-type: none"> <li><b>Web Clients:</b> Includes Browser, Portal, WebDAV Client, and Application Integration Toolkit (eForms Designer, Office, Outlook Integration).</li> <li><b>Presentation Layer:</b> Includes Content Manager, Business Process Manager, Records Manager, FileNet P8 Portals, Image Manager, Workplace, and eForms. A Business Logic layer is positioned below the Presentation Layer.</li> <li><b>Services Layer:</b> Includes Content Engine, Process Engine, Image Services, and Rendition Engine. A Connectivity layer is positioned below the Services Layer.</li> <li><b>Data Layer:</b> Includes File System, Business Applications, EMC Content/ Snapshots, Database, Magnetic, Tape, and Optical.</li> </ul> </div> <p>For a more detailed product description and architecture, please refer to <a href="#">Appendix C – Product Descriptions and Architecture</a>.</p> <p>The ITRM Standard GOV 103-00 is the accessibility standard. FileNet, an IBM Company is dedicated to addressing accessibility requirements in compliance with Section 508 of the Rehabilitation Act of 1973, as amended. As evidence of this commitment, FileNet, an IBM Company initiated a corporate-wide accessibility program to ensure that all points of interaction with FileNet, an IBM Company and our products are addressed. Also, please see FileNet, an IBM Company's answer to question number 4. With regard to ITRM Standard GOV 106-00, web site standards, this also includes some accessibility concerns; IBM FileNet P8 Workplace, complies with some of those, such as bread crumbs, but not with some of the more specific requirements, such as the layout of the banner.</p> <p>The <b>Information Technology Security Policy (90-1)</b> is very brief and high level; it appears that FileNet, an IBM Company has no issues with it. The Enterprise Technical Architecture Standard, ITRM 225-00, is broad and high level. It appears that FileNet, an IBM Company's architecture is harmonious with much of the content of this standard. A Brief Summary of IBM FileNet P8 Standards Support/Compliance.</p> <p>In Place Today:</p> <ul style="list-style-type: none"> <li>- J2EE 1.3</li> <li>- TCP/IP, HTTP, HTTPS</li> <li>- IETF WebDAV</li> <li>- LDAP Directory Support</li> <li>- OASIS WS-BPEL (interaction with WS-BPEL engines)</li> <li>- XML, XSL, XSLT, HTML</li> <li>- XML Web Services</li> </ul>

No.	Requirements	A	B
			<ul style="list-style-type: none"> <li>- WS-I Basic Profile Certification</li> <li>- U.S. DoD 5015.2 Records Management Certifications</li> <li>- DOMEA</li> <li>- JSR 168</li> <li>- TIFF, JPEG, PDF, GIF, etc.</li> <li>- TWAIN, ISIS</li> <li>- Section 508</li> </ul> <p>In Progress / Future Support:</p> <ul style="list-style-type: none"> <li>- Business Process Modeling Notation (BPMN) (available in P8 version 4.0)</li> <li>- JSR 170/283 – Java Content Repository 1.0/2.0</li> <li>- PDF-Archive (AIIM)</li> <li>- .NET (available in P8 version 4.0)</li> </ul>
2.	<p>Responses should also adhere to the Library of Virginia's standards for public records which may be found at <a href="http://www.lva.lib.va.us/wha/twedo/records/manuals/00m-appa.htm">http://www.lva.lib.va.us/wha/twedo/records/manuals/00m-appa.htm</a>. The VPRA authorizes the Library of Virginia to issue Retention and Disposition Schedules; state agencies must follow the guidelines set forth in them. General schedules for state agencies can be accessed at <a href="http://www.lva.lib.va.us/wha/twedo/records/sched_state/index.htm">http://www.lva.lib.va.us/wha/twedo/records/sched_state/index.htm</a>. Does your solution meet this requirement?</p>	Y	FileNet, an IBM Company adheres to these standards.
3.	<p>It would be advantageous for your solution to be W3C compliant (<a href="http://www.w3.org/">http://www.w3.org/</a>). Does your solution meet this requirement?</p>	Y	W3C includes many standards, specifications, and technologies of which FileNet, an IBM Company follows and uses many.
4.	<p>Applications should meet the VITA IT Accessibility Standard, Web Site Standard, and Web Site Guideline (<a href="http://www.vita.virginia.gov/docs/websiteStandards.cfm">http://www.vita.virginia.gov/docs/websiteStandards.cfm</a>). Does your solution meet this requirement?</p>	N	FileNet, an IBM Company is dedicated to addressing accessibility requirements in compliance with Section 508 of the Rehabilitation Act of 1973, as amended. As evidence of this commitment, FileNet, an IBM Company initiated a corporate-wide accessibility program to ensure that all points of interaction with FileNet, an IBM Company and our products are addressed. This program was launched during the first quarter of 2001, immediately following the publication of the U.S. Access Board's Electronic and Information Technology Accessibility Standards on December 21, 2000. With strong executive

No.	Requirements	A	B
			<p>sponsorship across the organization, this initiative is designed to address electronic and information technology accessibility for people with disabilities.</p> <p><b>Accessibility Expertise</b></p> <p>FileNet, an IBM Company has selected Ciber's Accessibility Center of Excellence (ACE) as our accessibility partner. We believe that this partnership will ensure a comprehensive and accurate evaluation of our products and services.</p> <p>Ciber's Accessibility Center of Excellence (ACE) was selected based on both their extensive knowledge of Section 508 and their vast global experience in delivering accessibility education and professional consulting services. The ACE team offers more than a decade of experience combining law, policy, and technology to serve people with disabilities and has provided accessibility services to federal/state agencies, universities, and the private sector. This comprehensive approach to addressing accessibility for persons with disabilities includes Section 508, the Americans with Disabilities Act, the international work of the World Wide Web Consortium Web Accessibility Initiative, as well as human factor usability design and testing methodology. Members of the ACE team currently serve on multiple national and international task forces and committees on disabilities and technology. We are confident that this partnership between FileNet, an IBM Company and ACE will yield the best overall results for our customers.</p> <p><b>Product Evaluation and Design Standards</b></p> <p>FileNet, an IBM Company is addressing accessibility requirements through comprehensive product evaluation and design changes. We are currently in the process of evaluating our products for compliance with Section 508 standards. Product evaluations and subsequent development efforts are phased in consideration of the size of the user community as well as the release cycle of a particular product. Initial product reviews have confirmed that the majority of products in FileNet, an IBM Company's product lines already offer certain accessibility features and functionality.</p>
5.	<p>eForms solutions should be CROMERR compliant. The following link provides further information regarding CROMERR compliance <a href="http://www.epa.gov/cdx/cromerr/index.html">http://www.epa.gov/cdx/cromerr/index.html</a>. Does your solution meet this requirement?</p>	N	<p>There are several aspects to CROMERR compliance that FileNet, an IBM Company adheres to. They points listed below:</p> <ol style="list-style-type: none"> <li>1. Timeliness of data generation - This refers to access to requested data - one of the main benefits of IBM FileNet's Enterprise Content Management (ECM) product suites.</li> <li>2. Copy of record - Yes – IBM FileNet eForms can regenerate a printable version of the form if the form is designed to do so</li> <li>3. Integrity of the electronic document - With digital signatures on the form protecting the data and versioning in the content engine, document integrity can be maintained</li> </ol>

No.	Requirements	A	B
			<ol style="list-style-type: none"> <li>4. <i>Submission knowingly - Out of the box, IBM FileNet eForms displays a confirmation message to the user when a document has been successfully added / updated. The ECM system can also be configured to notify the user of various actions via email</i></li> <li>5. <i>Opportunity to review and repudiate copy of record - All form data documents are stored and versioned in the content engine for easy recovery and display</i></li> <li>6. <i>Validity of the electronic signature – IBM FileNet eForms supports certificate based digital signature based on the Microsoft CryptoAPI service available in window.</i></li> <li>7. <i>Binding the signature to the document - Digital signatures are stored in the form data and as such, are part of the document</i></li> <li>8. <i>Opportunity to review - An IBM FileNet eForm can be designed such that the user can see a rendered, static version of the document prior to signing.</i></li> <li>9. <i>Understanding the act of signing - The form can be designed such that statements of understanding are visible to the user prior to signing</i></li> <li>10. <i>The electronic signature or subscriber agreement - This is not specifically an IBM FileNet eForms feature, but the customer can ensure that such information is available to the user via links, etc.</i></li> <li>11. <i>Acknowledgment of receipt - This is possible through the BPM process that the IBM FileNet eForm is part of.</i></li> <li>12. <i>Determining the identity of the individual uniquely entitled to use a signature device – IBM FileNet eForms relies on the Microsoft CryptoAPI service to sign and verify forms using its certificate based capabilities. As part of the signing process, MS CryptoAPI validates the user's certificate and attempts to follow the certificate chain in order to validate the root certificate. This process ensures the certificate is valid and the user's identity can be trusted.</i></li> </ol>
6.	<p><i>(M) The records management functions must be compliant with DoD 5015.2 except for provisions dealing with sensitive (i.e., Secret) information (<a href="http://jtc.fhu.disa.mil/recmg/p50152s2.pdf">http://jtc.fhu.disa.mil/recmg/p50152s2.pdf</a>). Does your solution meet this requirement?</i></p>	Y	<p><i>IBM FileNet Records Manager can support any electronic file type and is DoD 5015.2 compliant. In addition, physical entities (paper records, folders, boxes) are also supported according to requirements specified by US DoD5015.2 and The National Archives – UK.</i></p>
7.	<p><i>Provide support for JSR 168/170, SharePoint portal services, or both. Does your solution meet this requirement?</i></p>	Y	<p><i>FileNet, an IBM Company is a leading member of various organizations defining standards and policies for the interoperability of content and process management systems.</i></p> <p><i>FileNet, an IBM Company participates in the Java</i></p>

No.	Requirements	A	B
			<p>Community Process (JCP) industry standards organizations.</p> <p>FileNet, an IBM Company participated in the development of JSR 170, the Java Content Repository API, and is now participating in the follow-on effort in JSR 283. IBM FileNet's P8 portlet products are compliant with JSR 168, the Java Portlet API. FileNet, an IBM Company is providing input to the current follow-on effort to JSR 168 in JSR 286.</p>

## B. Functional Requirements Overview

ECM software will play a critical role in serving as a master repository for documents and other objects created and used by users within the various agencies. ECM will be used as an infrastructure for a wide variety of applications across the Commonwealth.

No.	Requirements	A	B
8.	<i>(M) The software proposed for the ECM statewide procurement must include basic capture, indexing, search, retrieval, and document management capabilities for objects. Does your solution meet this requirement?</i>	Y	<p>IBM FileNet Capture provides the capability to add documents to IBM FileNet Content Manager. IBM FileNet Capture supports a variety of document capture methods including scanning, faxing, and importing files. An IBM FileNet Capture function includes auto-indexing capabilities through barcode recognition and Zonal OCR or through an indexing interface to capture the object properties. One can enable full-text indexing for one or more document classes and annotation classes, allowing full text searches and retrievals to be performed against their contents, as well as their properties.</p> <p>IBM FileNet Content Manager provides document management capabilities plus the ability to manage other types of data. This refers to any object that is stored and managed in the system, and includes both structured and unstructured data. With IBM FileNet Content Manager you can perform a full range of document management tasks, such as adding, browsing, searching, retrieving, updating, versioning (creating different versions of a document--check-in/check-out), and deleting documents.</p>
9.	<i>(M) The responses must include software to support workflow for routing (both ad hoc and automated) objects. Does your solution meet this requirement?</i>	Y	<p>IBM FileNet Content Manager allows for both manual and automatic innovation of workflow, known as IBM FileNet Business Process Management (BPM). IBM FileNet Content Manager allows your business to implement, through our unique Active Content technology, a wide range of methods for interacting with and managing workflow and process.</p> <p>IBM FileNet's Team Collaboration Management (TCM) provides seamless integration with IBM FileNet Business Process Management (BPM) allowing predefined workflows to launch Team Collaboration Manager (TCM) sessions automatically and create ad-hoc tasks with linked items. Once the ad-hoc task is completed, information from the collaboration session will be forwarded to the initiating workflow for it to continue processing. The integration also allows team members to launch workflows from within IBM FileNet Team Collaboration Manager (TCM).</p>

No.	Requirements	A	B
10.	<i>The only professional services required as part of this contract are associated with the installation and administrative user training of the software on a test or development server. Please provide information that reflects what you propose to deliver.</i>	Y	<i>For installation, IBM Lab Services provides fixed fee package services or rapid installation and learning services that provide a solid system foundation for the deployment of your specific business solutions. The Installation Package is the foundational element to any production-level solution. Each IBM FileNet ECM suite has an associated Installation Package, which includes travel expenses in the package price.  Please see Section O. Training and Documentation, question 98. Also, please refer to Appendix E entitled "Training and Documentation Appendix".</i>
11.	<i>The proposed system should be able to manage a number of different objects that are generated both internally and externally. It should be able to capture, search, retrieve, and distribute documents and other objects including electronic reports from legacy systems that may be downloaded to ECM using COLD/ERM capabilities. Solutions should address the capture of documents received from external sources such as faxes and third party capture systems. Does your solution meet this requirement?</i>	Y	<i>IBM FileNet Content Manager can store any business object; "business object" refers to any object that is stored and managed in the system – and includes both structured and unstructured data. This includes all internally or externally generated documents by scanning, electronic, faxing, or from a third-party repository. Additionally, other objects such as CAD drawing, audio, and others can be stored and retrieved. For electronic reports from legacy systems, , a product called OutputArchiver provided by a third party, ASE Technologies, will manage the COLD/ERM requirement. ASE's OutputArchiver enables IBM FileNet Content Manager to receive and store COLD/ERM content with all of the functionality of IBM FileNet Content Manager internal objects. This lends all IBM FileNet P8 functionality such as search, retrieve, distribute etc. to any COLD/ERM content. When used in conjunction with other FileNet, an IBM Company input methods including its IBM FileNet Fax connector, it becomes a complete single platform solution for all content within and Enterprise. Please see question and answer number 19 below. IBM FileNet Content Manager provides object level metadata indexing and full-text indexing and can provide content management capabilities to any type of digital content, such as check-in, check-out, versioning, lifecycle, and security management.</i>
12.	<i>(M) It must also include internally generated documents created on an ad hoc basis using products such as Microsoft Office, Adobe, Visio and instant messages. (Virtually any object must be able to be stored into the ECM repository including audio and video.) Indexing functionality for all of these objects is an important component. These files, along with a file containing the index information for the document, will be imported and stored in the repository. Does your</i>	Y	<i>FileNet, an IBM Company provides built-in capabilities from within Word, Excel, PowerPoint and Outlook to store and access documents in the FileNet, an IBM Company document repository. Included with these capabilities is the ability to check out a document, open from the FileNet, an IBM Company document store, edit by the user, and then check back into the system when done. This is a component of Workplace called Application Integration.  The Add Document wizard adds a new document to the repository which allows appropriate selection of location, document class, properties, and security for the document. This also includes documents generated by Adobe. Acrobat format content is provided with full content support including metadata, text, versioning and security property management. Any associated document index information captured outside the FileNet, an IBM Company environment can be imported into the FileNet, an IBM Company repository via an IBM FileNet Capture component called File Import..</i>

No.	Requirements solution meet this requirement?	A	B
13.	<p><i>Whether documents are scanned or are electronic and reside in native format, they will be saved to a document format that meets the following criteria: preserves the exact appearance of the original document, precludes alteration of the document after storage (unless stored as a new version), and is compatible with the document viewer. The system will be able to distribute these documents/objects using workflow. Suppliers also need to propose methods that permit agencies of the Commonwealth to store emails into the document management system. Email integration and management is an important requirement of this RFP. Does your solution meet this requirement?</i></p>	Y	<p><i>Instant messages can also be stored in the repository. IBM FileNet Email Manager supports FaceTime IMAuditor for the capture of instant messages into the repository. Once in the repository, instant messages can be located, reviewed, and retained in the same manner as any other document. Other third-party products have been used to capture instant messages into FileNet, an IBM Company.</i></p> <p><i>IBM FileNet Content Manager stores all documents the repository in their native format and, as such, when it is retrieved from IBM FileNet Content Manager it requires the native application to open or work with the content. You will be able to view only those documents for which an associated viewer exists and which has been registered on the user's machine. Viewer selection is based on the filename extension.</i></p> <p><i>For versioned documents, the most current versioned document will be viewed unless the system can be configured to apply security policies that in turn automatically apply different access rights for major and minor versions, making it easy to enforce a different viewing audience for in-progress documents.</i></p> <p><i>The IBM FileNet Image Viewer is a program provided with IBM FileNet Workplace for users to view image documents. You can view, zoom, magnify, scroll, pan, and rotate all supported image types and print TIFF documents. Image Viewer supports the following file types:</i></p> <ul style="list-style-type: none"> <li><i>TIFF 6.0 (mono FAX Group III, FAX Group IV, Packbits, uncompressed; color—4-, 8-, and 24-bit—Packbits, uncompressed)</i></li> <li><i>BMP (Windows and OS/2, RLE4, RLE8, and RGB/uncompressed)</i></li> <li><i>JPEG and JPG</i></li> <li><i>IBM FileNet COLD</i></li> <li><i>Gif (Non- Animated)</i></li> </ul> <p><i>By default, each of these file types will open automatically in Image Viewer; however, this can be configured to open in other programs.</i></p> <p><i>Objects stored in the FileNet, an IBM Company repository can participate in business processes as workflow attachments. Additionally, utilizing FileNet, an IBM Company's concept of active content, business processes can be executed based on changes in the metadata of documents, changes in the state of document's lifecycle, or whenever a document is added to IBM FileNet's Content Manager, also referred to as the repository.</i></p> <p><i>Email messages can be captured by IBM FileNet Email Manager and stored in the central repository, where metadata and security are added and the messages and their attachments are full text indexed. Once in the FileNet, an IBM Company repository, e-mails can be located, reviewed, and retained in the same manner as any other document.</i></p>
14.	<p><i>System users, including state employees, business partners and the public at</i></p>	Y	<p><i>Documents can be searched and retrieved from a browser-based client or through a COTS portlet for Search. See answer to question 56. FileNet, an IBM</i></p>

No.	Requirements	A	B
15.	<p><i>large, will be able to retrieve documents at their workstations. Search and retrieval should include full text capabilities. In addition, remote users should have access to allowable information. Remote access is required to provide information to various types of field staff, business partners or mobile staff. They will need to capture documents and upload them to the ECM system. This is especially true for electronic documents. Does your solution meet this requirement?</i></p> <p><i>Web access to documents is also important. Portals should provide a front-end user interface for employees, business partners and the public at large with appropriate security as a feature of the proposed ECM solution. It is anticipated that many agencies of the Commonwealth are currently using or will utilize JSR-168/170-compliant Portal technology. Does your solution meet this requirement?</i></p>	Y	<p><i>Company's solution provides property- and content-based search capabilities through IBM FileNet Content Manager. This Search capability enables users to simultaneously search multiple repositories.</i></p> <p><i>As the need of various types of field staff, business partners or mobile staff to capture documents and store them in the FileNet, an IBM Company repository, , this can be accomplished through the IBM FileNet Capture file import component, Through IBM FileNet Workplace, the out-of-the-box user interface, they can be added to the repository via a SaveAs wizard, checked in, indexed and stored in the repository. The answers to questions 11-13 above describe these capabilities in detail.</i></p> <p><i>Please see answer to question number 7 above and question 56 below. FileNet, an IBM Company participated in the development of JSR 170, the Java Content Repository API, and is now participating in the follow-on effort in JSR 283. IBM FileNet's P8 portlet products are compliant with JSR 168, the Java Portlet API. FileNet, an IBM Company is providing input to the current follow-on effort to JSR 168 in JSR 286. The portlets available today are:</i></p> <p><i>An InBox, Public Work Items Queues, internal and external web sites, folder hierarchy, Quick Search, Active Workflows.</i></p>
16.	<p><i>(M) An eForms package must be included as part of supplier's proposal. Does your solution meet this requirement?</i></p>	Y	<p><i>IBM FileNet eForms allows customers to create and manage online forms in a web browser that can appear the same as hard copy paper forms, yet are more advanced, easier to use, and less costly to implement.</i></p> <p><i>IBM FileNet eForms provides the ability to process electronic forms as stand-alone documents or to use an electronic form as the user interface for business process workflow. IBM FileNet eForms allows creation of high-fidelity, highly intelligent electronic forms that tightly integrate with IBM FileNet Content Manager and IBM FileNet Business Process Manager (BPM) without custom programming. IBM FileNet eForms provide the tools necessary to easily design, deploy, and manage electronic forms. Organizations can use IBM FileNet eForms to create a common infrastructure and design platform. This enables migration from paper-based forms to a more efficient paperless solution across the enterprise that accelerates the business process.</i></p>
17.	<p><i>Features of this package</i></p>	N	<p><i>FileNet, an IBM Company meets all the requirements for</i></p>

No.	Requirements should support e-signatures, provide secured access, CROMERR compliance, and integration with minimal customization to the proposed ECM application. Does your solution meet this requirement?	A	B
18.	The proposed ECM solution should be scaleable in	Y	<p><i>this question with the exception of CROMERR compliance. IBM FileNet's eForms supports multiple types of electronic signatures. IBM FileNet's I-Sign utility, which is an integral part of the IBM FileNet eForms out-of-the-box product, utilizes internal authentication sources, such as a mail server or Active Directory Services to authenticate the signer. IBM FileNet eForms also supports certificate-based signature services, which conform to the Microsoft CSP API. These certificate-based services typically comply with most states' electronic signature laws and the federal E-SIGN statute. In addition, IBM FileNet eForms supports Microsoft Crypto API for Digital Security and Authentication based on Public Key Infrastructure (PKI) and cryptography. IBM FileNet eForms also includes I-Sign™, eForms' own digital signature to enable organizations to utilize existing users IBM FileNet P8 platform authentication for signing purposes. Once the form is signed alteration to the form is not possible.</i></p> <p><i>In conjunction with IBM FileNet Business Process Management (BPM), form data that is submitted (launched) by a user can have specific security applied to it which can prevent subsequent workflow participants from altering the data.</i></p> <p><i>In addition to the rich security functionality in IBM FileNet's Content Manager, FileNet, an IBM Company provides forms template policies that supply the security to a particular form based upon your company's LDAP security model. This allows you to create granular security where there are those that can create and edit the forms and others that can only read the forms or save them to a local drive if needed. The locally stored object cannot be altered; they are read only and maintain all the original formatting. Users cannot modify form templates unless they have the appropriate access rights and the designer application.</i></p> <p><i>IBM FileNet eForms supports a number of third-party digital signature technologies for Public Key Infrastructure (PKI) products on the Windows platform, IBM FileNet eForms can interact with the widest possible range of digital signature and PKI products. For companies that do not have the resources to purchase third-party signature services, IBM FileNet eForms also comes with its own built-in I-Sign electronic signature technology that provides light-weight signature capabilities that does not required complex PKI infrastructures.</i></p> <p><i>IBM FileNet eForms is a fully integrated electronic forms package into the FileNet, an IBM Company suite of products. IBM FileNet eForms is installed on the IBM FileNet P8 Application Engine and form solutions are configured using the IBM FileNet P8 Workplace application's administrative wizards. IBM FileNet eForms allows customers to create and manage online forms in a web browser.</i></p> <p><i>The core components of the IBM FileNet P8 platform support enterprise-level scalability with a multi-tier,</i></p>

**No.** **Requirements**  
 terms of number of users and number of transactions. The Supplier should state capacity limitations and scalability options for the proposed solution to include growth. Although VITA will not purchase storage until needed, the Supplier should demonstrate that the proposed solution can accommodate a range of volumes and transactions. Does your solution meet this requirement?

**A**

**B**

distributed architecture. Web and application servers can be farmed to support large numbers of users (horizontal scaling). Multiple instances of the application server can be run on a single machine (vertical scaling, sometimes referred to as application server clusters). Database software can be remotely configured to run on a separate machine so that CPU cycles can be dedicated to database transactions. Services that access a content repository can be distributed across any number of machines to handle heavy user access. Multiple content repositories can be distributed across databases and machines, allowing the same system to service multiple applications. Web sites can be easily deployed to multiple targets for handling large numbers of users. Multiple IBM FileNet Rendition Engines can be configured to support large numbers of format translations.

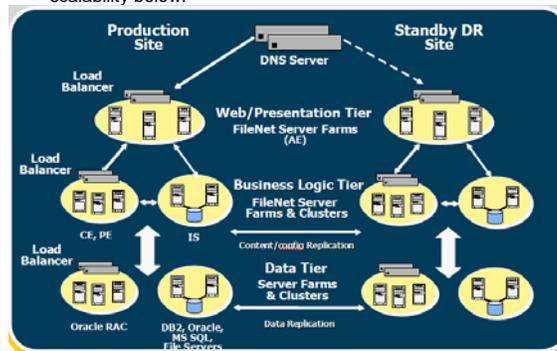
FileNet, an IBM Company conducts system tests and benchmarks on an ongoing basis. The main categories are:

Tests performed by the FileNet, an IBM Company PSI (Performance and System Integrity) Team with the objective of monitoring and improving Business Process or Enterprise Content Management performance data for IBM FileNet P8.

Tests conducted by independent 3<sup>rd</sup> parties (Doculabs etc.) for competitive comparison and benchmarking.

In both categories IBM FileNet P8 generally performs extremely well and scales easily between various load scenarios.

Please see a sample representation of the IBM FileNet P8 platform scalability below:



**C. General System Features**

**No.** **Requirements**  
 19. The ECM storage system should have the ability to store, manage, apply retention schedules, and delete various electronic formats including email, CAD drawings, messages, digital photographs, web pages, audio, and video. (It should also apply retention schedules and manage

**A**

**B**

IBM FileNet Content Manager can store any business object; “business object” refers to any object that is stored and managed in the system – and includes both structured and unstructured data This includes all internally or externally generated documents by scanning, electronic, faxing, or from a third-party repository, e-mail, CAD drawings, etc.

IBM FileNet Records Manager provides the flexibility to create single or multiple file plans for the purpose of managing records across the enterprise—applying

No.	Requirements <i>paper documents.) Electronic documents should be captured and stored in their native format. (COLD documents may be converted to other formats, such as PDF, if that is the only mechanism supported by the selected Supplier.) The system should support automatic document caching to the server and/or workstation when filing and/or retrieving documents. Does your solution meet this requirement?</i>	A	B
20.	<i>(M) The proposed solution must support version control. Suppliers should describe how differences between versions are apparent to the user. Suppliers should indicate whether searches may be made by version and creator and whether users have the ability to search for results for the most recent version of the document. The proposed solution should provide the functionality for multiple people to process and update a single document. The integrity of the document should be maintained such that users can obtain a copy of any version of a document that includes all of the document changes up to that version and any file sharing</i>	Y	<p><i>retention schedules to all objects when they are classified as a record and stored in the FileNet, an IBM Company repository. A file plan represents a record classification and storage schema which comprises of a hierarchical structure of record management entities.</i></p> <p><i>IBM FileNet Records Manager can support any electronic file type. In addition, physical entities (paper records, folders, boxes) are also supported according to requirements specified by US DoD5015.2 and The National Archives – UK.</i></p> <p><i>A product called OutputArchiver provided by a third party, ASE Technologies, will manage the COLD/ERM requirement. ASE's OutputArchiver has the ability to provide IBM FileNet Content Manager with the means to store COLD content in its native format (AFP, Metacode, PCL, PostScript) or store COLD content in Adobe PDF format. In either case, COLD content is indexed and physically or virtually split for sub-document level searching, viewing and security. Regardless of storage format, normal IBM FileNet P8 functionality applies to the COLD Content including storage, management, retention policies, purging, etc. Please see answer to question number 11 above regarding managing different object types.. IBM FileNet Content Manager has a scalable and flexible content caching capability. Caches can be dedicated to individual servers, groups of servers (farms) or shared by entire sites. Caching is performed for both document creation/versioning and for retrievals. This allows for efficient remote sites which generate content and then perform multiple subsequent business steps on the same content from that location.</i></p> <p><i>IBM FileNet Content Manager provides versioning/change control for all digital assets stored in the repository. When a document is modified, a new version of the document is created. Revisions are managed using a check out/check in version control system. This provides a complete audit trail of the state of the definitions at any given point in time. Of course, proposed changes can be routed via workflow for approval and release.</i></p> <p><i>A two level versioning scheme is supported where an object version is either a major or minor version. Minor versions are typically used to denote a document that is in progress, whereas a major version is typically used for documents that are complete. In addition to version numbers, the system maintains a state property that defines the current state of each version of the document.</i></p> <p><i>Four versioning states are automatically applied as a document goes through various defined stages as you check the document in and out. These states are called Released, In Process, Reservation, and Superseded. Your administrator can define security policies that use the version state to control the permissions granted on the document as it passes into a particular versioning state.</i></p> <p><i>Released: A Major version which is generally made available to all users. Only one version of a document in a given version series can be in the Released state at a time. The Released version is the most current checked in major version of the document.</i></p>

No.	Requirements	A	B
	<p><b>conflicts should be resolved by the software. Suppliers should describe how changes are stored and maintained and if there is an audit record of all changes. Does your solution meet this requirement?</b></p>		<p>In Process: A checked in Minor version which is the most current version of the document. An In Process document is generally made available to a restricted set of authors and reviewers. Sometimes referred to as a "draft". Only one document in a version series can be In Process at a time. When a Reservation document gets checked in and becomes the new In Process document, then the previous In Process document becomes Superseded.</p> <p>Reservation: A document whose content is currently being edited. When you check out a document, a Reservation is created with the next minor version number. The reservation acts as a placeholder for the edited document that you will check in later. The term "Reservation" is meant to convey that the author who is editing the document has reserved it to his/her own use. There can only be one Reservation in a version series, because only the current version can be checked out at a given time. Reservations are always Minor versions. Users can save the Reservation's content one or more times before checking it in.</p> <p>Superseded: A Major or Minor version that is no longer the most recent version. A Major Released version becomes Superseded when there is a more recent Major Released version. A Minor becomes Superseded when there is a more recent Minor In Process version. There can be many Superseded Majors and Superseded Minors in a version series.</p> <p><i>IBM FileNet Content Manager provides an automatic mechanism whereby document check-out automatically locks the object. If content is checked out of the repository, a copy of the document can be kept on the local drive, and it may not be checked out again, until the content is checked-in or the check-out cancelled.</i></p> <p><i>Users with appropriate security rights can still gain read-only access to the content. When the content is checked back in, the lock is removed.</i></p> <p><i>IBM FileNet Content Manager provides configurable system behavior that allows for automatic audit logging for content events such as version series. . FileNet, an IBM Company provides extensive audit capabilities on all interactions with electronic and physical objects (documents, folders, custom objects) and operations handled by IBM FileNet Content Manager.</i></p>
21.	<p><b>Suppliers should describe their ability to support page re-ordering of electronic documents, as well as the addition or the deletion of pages with the appropriate security. Suppliers should also describe their ability to copy an electronic document, modify it, rename it as appropriate and with appropriate security, to delete earlier drafts, and keep only the final version. Does your solution meet this requirement?</b></p>	Y	<p>The reordering, adding or deleting of pages of an electronic document is supported and documents are checked-in as a new version. Documents can be copied, modified, renamed, indexed, and checked in. Being able to delete a document requires that the user have the Delete permission, but earlier versions can be deleted.</p>
22.	<p><b>Suppliers should describe how their proposed solution</b></p>	Y	<p>You can file a document, search, custom object, or form in multiple folders. The item is not duplicated in each folder,</p>

No.	Requirements	A	B
23.	<p><i>Most agencies within the Commonwealth will have a need to check files out for processing. During checkout, file material should be accessible for viewing or can be copied by anyone with adequate security to check out the file. Other users should not be able to change the document, its template fields, or its tags, although the document should still be viewable. The proposed solution should allow the user that has the document checked out to log out of the repository and still have the document checked out, but stored locally on the user's workstation so they may continue to work on the document even though they are logged out. When the document is checked back in, changes should be saved to the server, and the document becomes modifiable to other users again. Suppliers should describe what if any notification capabilities are available to alert supervisors of documents that have been checked out for a period of time that exceeds the norm. Does your solution meet this requirement?</i></p>	Y	<p><i>but instead, each folder contains a reference to the same item. If indexing information will be changed, the document will need to be checked-in, added, or SavedAs to the repository, indexed, appropriate security assigned and stored.</i></p> <p><i>If content is checked out of the repository, a copy of the document can be kept on the local drive, and it may not be checked out again, until the content is checked-in or the check-out cancelled. While the document is checked out other users with proper security may still view the document, and may obtain a copy of it, and may even update it, but only the check-out owner or appropriate designee may update the repository (check the document in). Checkout/Check-in is tightly tied to the version control of the system to define highly flexible notification behavior. System events can, via IBM FileNet's Active Content capabilities, send users notification of a wide range of content actions, including:</i></p> <ul style="list-style-type: none"> <li><i>Content Check-In</i></li> <li><i>Content Check-Out</i></li> <li><i>Content Classification Complete</i></li> <li><i>Version promote</i></li> <li><i>Version demote</i></li> <li><i>Workflow approval</i></li> <li><i>And many others</i></li> </ul> <p><i>IBM FileNet Content Manager's thin client interface, Workplace, provides visual indication of a contents authoring status, and this status can also be represented in portal applications.</i></p>
24.	<p><i>Suppliers should describe and show examples of their annotation options and capabilities. The proposed software should allow users</i></p>	Y	<p><i>With IBM FileNet Content Manager, annotations can be used as a way of "footnoting" documents, folders and custom objects with additional descriptive information or they can be used for "marking up" or "overlying" images with highlights, stamps and sticky notes. IBM FileNet</i></p>

No.	Requirements (state employees, business partners and those with adequate security) to annotate an image and store the annotation separately. Does your solution meet this requirement?	A	B
25.	Suppliers should describe their redaction process and its security. Does your system allow for redaction?	Y	<p>Content Manager provides a web-based interface that allows users to view and interact with annotations. Annotations are handled as a content object and are thus enabled with the full range of content management capabilities including versioning, metadata and security. Furthermore, annotations do not modify the document, they are only a display layer in the Viewer, so no other application can display them. Some annotations options are: lines, arrows, highlights, stamps, sticky notes, oval, freehand, transparent text, solid text, highlight rectangle, highlight polygon, rectangle, open polygon, closed polygon.</p> <p>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</p> <p>A product called IMPACT Freedom provided by a third party, Spicer Corporation, will manage the redaction requirement. The redaction solution is based upon a 3-phase process. Phase 1 is discovery of documentation, and may include annotation by subject matter experts. Phase 2 is work-in-progress: redaction activity with a review workflow. Phase 3 is publication - the creation of a new document with approved redactions incorporated. Permission for redaction, or to disable viewing of redactions, is managed within the FileNet system and attached to the user profiles.</p> <p>The product incorporates special security features that prevent bypassing redaction, including: restricting text search, not writing temporary files to disk, complete removal of redacted data from published documents, and enforced redaction on printing and screen captures.</p>
26.	Email capture, storage, and management are a significant issue for agencies in the Commonwealth of Virginia. Does your system have email features, storage, archiving capabilities? Describe your features and functionality.	Y	<p>IBM FileNet Email Manager is a server-based email management solution that is designed to automatically identify incoming and outgoing email messages that contain content of business value and import them into IBM FileNet Content Manager from where they can be managed in the same way as other business documents. IBM FileNet Email Manager integrates with the most popular corporate email systems: Microsoft Exchange, Lotus Domino, and Novell GroupWise mail servers and their respective email clients.</p>
27.	Instant messages should be saved to the document repository. Suppliers should indicate whether the proposed software has this functionality; and if so, elaborate on how instant messages are captured, indexed, stored and retrieved. Does your solution meet this requirement?	Y	<p>IBM FileNet's Email Manager can be configured to capture instant messages (IM) from any of the major instant messaging management, compliance and security solutions, including IMLogic and FaceTime. IBM FileNet Email Manager captures instant messages of business value and archives them into the repository, and dynamically declare them as records, in the same manner as it captures, evaluates, and archives email messages.</p>
28.	Does your proposed solution have system administrator functions and capabilities? Define them.	Y	<p>IBM FileNet P8 provides a complete set of system administration tools that allow for monitoring, validation, and configuration changes from a central location with a dispersed deployment. These tools range from tracking</p>

No.	Requirements	A	B
			<p>consoles (e.g., IBM FileNet Process Analyzer, IBM FileNet Process Tracker) to designers (e.g., IBM FileNet Process Designer, IBM FileNet Template Designer, etc.), to monitoring and configuration tools such as the IBM FileNet Enterprise Manager, Configuration Console, and Process Task Manager. These tools can be used to manage the entire system.</p> <p>The IBM FileNet Enterprise Manager is a Microsoft Management Console (MMC) based tool that administrators use to manage IBM FileNet Content Engine services and repositories. The IBM FileNet Enterprise Manager provides a graphical, wizard-based user interface to perform the following tasks:</p> <ul style="list-style-type: none"> <li>Create and manage repositories and file stores</li> <li>Manage services</li> <li>Create and manage classes and properties</li> <li>Create and manage security policies and default security for object authorization</li> <li>Create and manage lifecycle policies</li> <li>Create and manage event subscriptions</li> <li>Import and export objects and metadata definitions as XML</li> <li>Search and perform bulk updates on search results</li> <li>Configure XML classification</li> <li>Perform document management tasks (checkin, checkout, etc.)</li> <li>Configure trace logging</li> </ul> <p>The IBM FileNet Configuration Console provides the tools to create and modify the workflow database structures - isolated regions, queues, rosters, and event logs. The IBM FileNet Configuration Console also provides management tools to configure event logging and statistics collection, and to set performance parameters.</p> <p>The Process Task Manager is a tool that administrators use to manage and configure the Process Engine services, including the Process Service, Pooled Process Manager, Process Router, and Process Analyzer.</p> <p>IBM FileNet P8 also integrates with Systems Management tools like Tivoli, which allow for orchestration and management of system components and resources on an enterprise level.</p> <p>IBM FileNet BPM: systems administration focuses on those activities concerned with configuration and maintenance. These functions are normally carried out by an IT Systems Administrator, using the IBM FileNet BPM Configuration Console application and other administrative applications. These functions would include:</p> <ul style="list-style-type: none"> <li>Initial system configuration</li> <li>System configuration changes</li> <li>Monitoring system performance</li> </ul> <p>Typically configuration activities will involve anything that modifies the underlying database schema, e.g., creating new work queue, adding a new exposed field to the event log.</p> <p><b>IBM FileNet Email Manager comes with the Email</b></p>

No.	Requirements	A	B
29.	<b>Suppliers should describe what software is utilized to provide reporting capabilities across all modules. Does your solution meet this requirement?</b>	Y	<p><i>Manager Configuration Manager, which provides the interface to configure and manage the entire system. Within this tool, Administrators work with templates, rules and profiles. The IBM FileNet Email Manager Configuration Manager will allow you to administer a connector to multiple mail stores and to multiple FileNet, an IBM Company repositories. Within the application itself, on-line help and documentation is available. The typical skill set required is basic Windows Server and some light Microsoft SQL Server or Oracle database skills.</i></p> <p><i>IBM FileNet Records Manager enables records managers and administrators to configure and manage single or multiple fileplans that may be centrally located or geographically dispersed.</i></p> <p><i>The IBM FileNet Records Manager application includes file plan configuration, management and administration capabilities and features and will vary based on the number of business users that create and use records, the quantity and complexity of the records being managed, and the requirements of your records and compliance policy.</i></p> <p><i>Audit reports can be automatically produced with the IBM FileNet Content Manager Administration tool. IBM FileNet Content Manager maintains a comprehensive event and audit log. This includes documents or objects added to the repository, including e-mails. The live data audit log can be utilized to report through either ad-hoc queries or report templates. This is one of a number of features that the system administrator can use to monitor the activity of their IBM FileNet P8 system.</i></p> <p><i>Additionally, IBM FileNet Records Manager allows one to generate and view different types of reports that provide a statistical view of the various records-related activities.</i></p> <p><i>IBM FileNet Records Manager records all users actions to allow administrators to trace changes made on an object and monitor the actions of users. The audit logs exist as a table in the database which can be viewed, exported to XML for reporting by any 3rd party reporting tool, and administered. Audit events remain in the audit log even if the audited object is deleted</i></p> <p><i>The IBM FileNet Process Engine provides a comprehensive, and extensible, record of all events associated with the process under management. IBM FileNet Process Analyzer provides extensive analysis capability by enabling you to:</i></p> <ul style="list-style-type: none"> <li><i>Review the collected data to isolate problems and take direct control over the data elements being reviewed</i></li> <li><i>Generate chart-based reports on statistical information gathered by Process Engine</i></li> <li><i>Create and save custom charts for future using On Line Analytical Processing (OLAP) technology.</i></li> </ul> <p><i>Microsoft Excel provides the user interface for interacting with the data. Excel provides extensive charting capabilities with direct access to the OLAP database.</i></p> <p><i>Third Party reporting support - The IBM FileNet Process</i></p>

No.	Requirements	A	B
			Analyzer's use of OLAP cubes allows users to use any OLAP capable third party report tool, such as Cognos, Business Objects etc, to analyze the data within them.

### D. Document Capture

No.	Requirements	A	B
30.	<i>The traditional scanning of paper documents is not included in this procurement. Many agencies already have third party scanning software (such as Kofax Ascent Capture and EMC InputAccel) that will continue to be used. The ECM system should support the ability to accept images from these capture sub-systems and also capture non-scanned objects in a variety of ways. Does your solution meet this requirement?</i>	Y	<p>Many companies offer Capture solutions such as Kofax, Captiva, Cardiff, and DataCap that also provide functionality to store the content into a FileNet, an IBM Company repository. Many of these companies have also written components that can be incorporated into the IBM FileNet Capture Path. Capture solutions that do not have a direct integration can utilize IBM FileNet Capture's file import capability to import content into any FileNet, an IBM Company repository.</p> <p>Additionally, IBM FileNet Content Manager can store any business object; "business object" refers to any object that is stored and managed in the system – and includes both structured and unstructured data including electronic files, audio, visual, faxing, CAD drawings.</p> <p>FileNet, an IBM Company provides built-in capabilities from within Word, Excel, PowerPoint and Outlook to store and access documents in the FileNet, an IBM Company document repository. Included with these capabilities is the ability to check out a document, open from the FileNet, an IBM Company document store, edit by the user, and then check back into the system when done.</p> <p>The Add Document wizard adds a new document to the repository which allows appropriate selection of location, document class, properties, and security for the document. Please see answer to question 12 above.</p> <p><b>Additionally, FileNet, an IBM Company provides XML Content Classification.</b> XML content is handled as a native, but special, type of content by IBM FileNet Content Manager and thus benefits from all of IBM FileNet Content Manager's extensive repository services described previously—including metadata, versioning, events, lifecycle, etc.</p> <p><b>For bulk loading,</b> IBM FileNet Records Crawler permits one off, automated, scheduled or constant bulk loading of files into the IBM FileNet Content Manager repository, so that management processes can be initiated without delay. End users who create large amounts of new content can quickly add multiple files into FileNet, an IBM Company with a simple drag &amp; drop, without having to manually fill out properties, saving considerable time and effort. Because the profiles for loading files are pre-defined, IBM FileNet Administrators can be certain users are adhering to established policies.</p>
31.	<i>(M) Most documents will be captured in one of five ways: import, SaveAs, email, COLD/ERM, and</i>	Y	<p>IBM FileNet's Capture File Import, Add Document wizard, Office Integration functionality, and IBM FileNet eForms package will allow the capture of documents into the repository. A product called OutputArchiver provided</p>

No.	Requirements <i>eForms. Your solutions must support all five of these methods of capture. Does your solution meet this requirement?</i>	A	B
32.	<i>Import will be the primary mechanism for capturing scanned and faxed documents. In most situations, the images will be captured using third party production scanner software and then imported into the ECM system. Even if release scripts are available for the third party scan software, the import requirement still remains because other objects will need to be imported into the system on both an ad hoc and batch basis. Does your solution meet this requirement?</i>	Y	<p>by a third party, ASE Technologies, will manage the COLD/ERM requirement. COLD/ERM documents will be captured via ASE's Output Archiver. For electronic reports from legacy systems, ASE's OutputArchiver enables IBM FileNet Content Manager to receive and store COLD/ERM content with all of the functionality of IBM FileNet Content Manager objects. This lends all IBM FileNet P8 functionality such as search, retrieve, distribute etc. to any COLD/ERM content. When used in conjunction with other FileNet, an IBM Company input methods including its IBM FileNet Fax connector, it becomes a complete single platform solution for all content within an enterprise.</p> <p>Many companies offer Capture solutions such as Kofax, Captiva, Cardiff, and DataCap that also provide functionality to store the content into a FileNet, an IBM Company repository. Many of these companies have also written components that can be incorporated into the IBM FileNet Capture Path. Capture solutions that do not have a direct integration can utilize IBM FileNet Capture's File Import capability to import content into any FileNet, an IBM Company repository. Please see question 30 above.</p>
33.	<i>Standard PC applications, including Microsoft Office, will need to integrate to the ECM system in order to capture these "born digital" documents. This process will replace the "SaveAs" process of storing to local or shared drives and prompt the user for the appropriate metadata if it cannot be captured automatically. The interface should be very user-friendly, especially for the capturing of metadata. Does your solution meet this requirement?</i>	Y	<p>FileNet, an IBM Company provides built-in capabilities from within Word, Excel, PowerPoint and Outlook to store and access documents in the FileNet, an IBM Company document repository. Included with these capabilities is the ability to check out a document, open from the FileNet, an IBM Company document store, edit by the user, and then check back into the system when done.</p> <p>The Add Document wizard adds a new document to the repository which allows appropriate selection of location, document class, properties, and security for the document. This also includes documents generated by Adobe. Acrobat format content is provided with full content support including metadata, text, versioning and security property management. Any associated document index information captured outside the FileNet, an IBM Company environment can be imported into the FileNet, an IBM Company repository via an IBM FileNet Capture component.</p>
34.	<i>Email capture and archive is also an important aspect of the ECM solution. While emails can be stored using the "SaveAs" approach, this is generally not practical because of the number of</i>	Y	<p>IBM FileNet Email Manager is a server-based email management solution that is designed to automatically identify incoming and outgoing email messages that contain content of business value and import them into the IBM FileNet Content Manager system, from where they can be managed in the same way as other business documents. IBM FileNet Email Manager integrates with</p>

No.	Requirements	A	B
35.	<p><i>Various reports should also be captured from legacy systems. This should be accomplished through both print stream transfers as well as the higher end overlays. Suppliers should describe features and functionality of both options to include ease of development, sample screens, search capabilities with high end solutions, viewing options, integration, remote access, citizen access, audit trail integration and sample screens. Does your solution meet this requirement?</i></p>	Y	<p><i>the most popular corporate email systems: Microsoft Exchange, Lotus Domino, and Novell GroupWise mail servers and their respective email clients. Please see question 26 above.</i></p> <p><i>A product called OutputArchiver provided by a third party, ASE Technologies will manage the COLD/ERM requirement. Depending on the host, ASE has host software that provides a way to transfer print data over TCP/IP to the ASE server. All legacy reports can be captured and supported using ASE's host print software. The benefits of using ASE's OutputArchiver for print stream transfers, is that it handles fully formatted output as any printer device, thus preserving 100% fidelity image quality. The value of this is once the content is within the IBM FileNet repository; it can be presented to a user with the same look as the printed reports/statements. If overlays are needed (e.g. an electronic version of a pre-printed form stock) OutputArchiver can insert them into the IBM FileNet Content Manager object. After committing the output to IBM FileNet Content Manager system, all normal functions apply, including searching, viewing, remote access, audit, etc.</i></p> <p><i>OutputArchiver is simple for development because it interprets print data the same way as the printer, there are no additional resources or setup required. For enhanced overlays, OutputArchiver supports any overlay/form in PDF format. With OutputArchiver's support of Regular Expressions and or Row/Column Definitions, setting up configuration files for interpreting various report types and formats is simple to setup and implement.</i></p> <p><i>ASE's Output Archiver enables the full spectrum of IBM FileNet P8 search capabilities by allowing user to automate the extraction of metadata from content being ingested. ASE's Output Archiver automatically inserts the extracted metadata as properties for the piece of content being committed.</i></p> <p><i>Please refer to <b>Appendix H</b> - Screen Shots, Samples, or Examples.</i></p>

<b>No.</b>	<b>Requirements</b>	<b>A</b>	<b>B</b>
36.	<p><i>The final method of capturing information will be from eForms applications. eForms should support the ability of users (both internal to the agency and external) to key information into the forms and then have the forms stored in the ECM repository and managed by workflow and records management rules. The proposed package should be web enabled, support e-signatures, approval, provide secured access, be CROMERR compliant and integrate with minimal customization to the proposed ECM application. Suppliers should describe approval and passwords as well as security table structure. Sample screens to demonstrate how this package integrates with MS Office as well as the proposed eForms solution should be provided. Agencies of the Commonwealth will have the option to purchase the proposed eForms solution. Suppliers should describe how licensing is addressed with the proposed solution for a web-enabled application which is open to the public in general. Does your solution meet this requirement?</i></p>	<p><i>N</i></p>	<p><i>FileNet, an IBM Company meets all the requirements of this question with the exception of CROMERR compliance.</i></p> <p><i>IBM FileNet eForms is a fully-integrated electronic forms solution within the IBM FileNet P8 product suite. Since IBM FileNet eForms is web-based, any user with the appropriate security and access rights can utilize them and add them to the repository.</i></p> <p><i>These objects can be classified and managed by records manager as well as have associated workflow subscriptions to participate in workflows. Please see answer provided in question 17 discussing eForms capabilities and answers provided in questions 83 and 84 for security—LDAP, user access and object security.</i></p> <p><i>MS Office documents can be added to the repository via the Office Integration capability or using the Add Document wizard. These answers are described in detail for question 12 above.</i></p> <p><i>The public at large can be granted the right to login from any personal computer and view content via an enterprise license agreement. Each user would need a user id. If the Commonwealth wishes to provide access to content without a user id, that is also possible. See Pricing General Information and Schedule A.</i></p> <p><i>Please refer to <b>Appendix H</b> - Screen Shots, Samples, or Examples.</i></p>

## **E. Indexing**

**Indexing methodologies are required for several different types of input. Suppliers should describe the integration methodology associated with each of the inputs shown below:**

<b>No.</b>	<b>Requirements</b>	<b>A</b>	<b>B</b>
37.	<p><i>Indexing of scanned images should include the ability to key a minimal number of fields manually. Integration with a legacy system should</i></p>	<p><i>N</i></p>	<p><i>Except for pulling metadata from legacy applications, IBM FileNet Capture meets the requirements. An alternate user interface for indexing can be via an electronic form, such as with IBM FileNet's eForms package.</i></p>

No.	Requirements	A	B
38.	<p>Suppliers should describe indexing quality control features and validation methodologies to help ensure accurate data entry. Such processes might include range checks, field validation, intra-field correlation, etc. Does your solution meet this requirement?</p>	Y	<p><i>IBM FileNet Capture distributed capabilities allow for indexing to be done by a separate operator. The following features help to maximize the efficiency of indexing:</i></p> <ul style="list-style-type: none"> <li>Extensive shortcut keys to minimize keystrokes</li> <li>Auto-indexing of document metadata or attributes</li> <li>Index display preferences</li> <li>Stop/Resume indexing from middle of batch</li> <li>Extensive input masks for validation</li> </ul> <p><i>IBM FileNet Capture Professional is built using Microsoft's OLE Automation technology which provides an object oriented component-based architecture. This architecture allows third party components to interact seamlessly with IBM FileNet Capture. IBM FileNet Capture's modular architecture allows you to tailor a capture solution to meet specific enterprise needs when combined with IBM FileNet Capture-specific third party software components.</i></p> <p><i>For further customization requirements such as metadata to be pulled from legacy systems, IBM FileNet Capture's object-oriented architecture provides interfaces supporting:</i></p> <ul style="list-style-type: none"> <li>Industry-Standard Development Environments</li> <li>Rapid Development of Custom Solutions</li> <li>Supports Visual Studio .NET utilizing Remote Capture's XML Web Services</li> </ul> <p><i>An alternate user interface for indexing can be via an electronic form. FileNet, an IBM Company provides an integrated and intelligent electronic forms component that can be used to create, configure and deploy user interfaces out-of-the-box.</i></p> <p><i>IBM FileNet eForms does support automatic indexing via a field database lookup capability. Information that exists on other forms or in databases or information systems can be looked up as forms are filled out. An information system can be anything from a small desktop database to a high-capacity database running on a mainframe. You can configure a cell to look up information from another data document or from external data sources using one of the following protocols: HTTP, ODBC, JDBC, ADO, Scripts.</i></p> <p><i>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</i></p> <p><i>FileNet, an IBM Company provides the ability for indexing quality control through our IBM FileNet Capture Index Verify component. IBM FileNet Capture Index Verify is a way to double-check selected index entries before a document is committed. The fields that are used for Index Verify are pre-defined.</i></p> <p><i>IBM FileNet Capture Professional is built using Microsoft's OLE Automation technology which provides an object oriented component-based architecture. This architecture allows third party components to interact seamlessly with IBM FileNet Capture. IBM FileNet Capture's modular architecture allows you to tailor a capture solution to meet specific enterprise needs when combined with Capture-specific third party software components.</i></p>

No.	Requirements	A	B
			<p>For further customization requirements such as metadata to be pulled from legacy systems, IBM FileNet Capture's object-oriented architecture provides interfaces supporting:</p> <ul style="list-style-type: none"> <li>Industry-Standard Development Environments</li> <li>Rapid Development of Custom Solutions</li> <li>Supports Visual Studio .NET utilizing Remote Capture's XML Web Services</li> <li>Supports Java development utilizing Remote Capture's XML Web Services</li> </ul> <p>An alternate user interface for indexing can be via an electronic form, such as with IBM FileNet's eForms package. IBM FileNet eForms does support validation methodologies.</p>
39.	<p>Agencies within the Commonwealth may wish to capture a variety of electronic documents generated by legacy systems using Enterprise Report Management. The system should accommodate auto indexing of these documents once the print streams are established and programmed. Suppliers should describe the indexing process associated with this form of data capture. Does your solution meet this requirement?</p>	Y	<p>A product called OutputArchiver provided by a third party, ASE Technologies will manage the COLD/ERM requirement. The ASE OutputArchiver solution is able to capture all types of Legacy system output. Based on user defined criteria, the ASE solution is configured to automatically extract all required indexing data for use when committing content to IBM FileNet Content Manager. When an output type that has been configured is submitted for processing, the ASE solution processes the file, extracts the configured index values, and commits the content to the repository in either native or PDF format (based on client preference). This configuration is able to be done either by ASE Technologies or the client.</p>
40.	<p>Indexing should accommodate internally generated documents. MS Office applications are to be saved to the document repository when the user saves the file. Suppliers should describe the options available to the users such as whether the user has the option for a document to NOT be saved to the document repository. If so, Suppliers should describe how this is accomplished. Supplier software should provide a seamless interface with MS Office products and PDF documents by providing a repository indexing prompt when the user requests a "Save". The file's creation</p>	Y	<p>The IBM FileNet P8 platform integrates with Microsoft® Office and Outlook, called Application Integration, so users can manage documents, email, and attachments that are within a FileNet P8 repository directly from Microsoft Office. Application Integration, a downloaded and installed executable, lets you access IBM FileNet Workplace, the out-of-the-box user interface within the IBM FileNet P8 platform, from Microsoft Office or Microsoft Outlook. You can quickly add documents, check in, check out, and save copies of your work from inside Office or Outlook</p> <p>Application integration is an optional client integration point for users of Microsoft Office and Outlook.. An addition to the existing menus allows users to instantly start adding or using content in the repository. The menu options allow the user to select location of files to be saved—locally or in the repository. Additionally, within Workplace, the user interface, the Add Document wizard adds a new document to the repository which allows appropriate selection of location, document class, properties, and security for the document. This also includes documents generated by Adobe. Acrobat format content is provided with full content support including</p>

No.	Requirements date, time, and originator should be added automatically as part of the metadata for this document. A sample of the proposed system's indexing screen should be provided. Suppliers should provide a list of internally generated documents which are supported in this manner other than MS Office and PDF. Does your solution meet this requirement?	A	B
41.	Agencies want the ability to store emails in the document management system. Although automatic indexing methodologies may be presented, an automated process may not be considered unless it has a "review" or verification process for the originator to authenticate the index that was applied by the system. A sample indexing screen should be provided. Does your solution meet this requirement?	Y	<p>metadata, text, versioning and security property management.</p> <p>Once a document is saved, there are several system properties associated with the document including creation date/time, and originator.</p> <p>Any object can be saved and indexed to the repository. IBM FileNet Content Manager stores all documents in their native format and, as such, when it is retrieved from IBM FileNet Content Manager it requires the native application to open or work with the content. You will be able to view only those documents for which an associated viewer exists and which has been registered on the user's machine. Viewer selection is based on the filename extension.</p> <p>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</p> <p>The benefit of IBM FileNet Email Manager being natively integrated with IBM FileNet P8 platform is the ease in which email messages and attachments can be used to launch IBM FileNet Business Process Management (BPM) or rendezvous with an existing BPM workflow previously launched. IBM FileNet Email Manager's unique abilities to capture and index email based on the business value of its content or metadata is the basis for integrating to workflow. Additionally, IBM FileNet Email Manager uses its templates, rules and profiles to identify the email, consider it for "review" or verification, index it, and potentially place it in a particular location within the repository.</p> <p>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</p>
42.	Provisions should be made to capture documents received from external sources such as faxes and third party capture software. These documents should be transferred from a fax server, indexed, and uploaded to the local repository. The index keys should be synched with the central database, and routed via workflow. Does your solution meet this requirement?	Y	<p>Many companies offer Capture solutions such as Kofax, Captiva, Cardiff, and DataCap that also provide functionality to store the content and indexes into a FileNet, an IBM Company repository. Many of these companies have also written components that can be incorporated into the IBM FileNet Capture Path. Capture solutions that do not have a direct integration for scanning or faxing can utilize IBM FileNet Capture's File Import capability to import content and index objects into any FileNet, an IBM Company repository. For direct inbound faxing into the FileNet, an IBM Company repository, IBM FileNet Fax's integration with IBM FileNet Capture provides a way for faxed images to go directly into the IBM FileNet repository taking advantage of capture paths, if desired.</p> <p>Once the documents are added to the IBM FileNet Content Manager repository, it allows for automatic innovation of workflow, referred to as Active Content. Workflow is managed by FileNet, an IBM Company's IBM FileNet Business Process Management. IBM FileNet Content Manager allows your business to implement, through our unique Active Content technology, a wide range of methods for interacting with and managing</p>

No.	Requirements	A	B
43.	<i>Provisions should be made to capture native photographs, maps, CAD drawings, instant messages, electronic voice, and video files. Suppliers should explain the indexing methodology provided for these document types. Does your solution meet this requirement?</i>	Y	<p><i>workflow and process.</i></p> <p><i>Any object can be saved and indexed to the repository. IBM FileNet Content Manager stores all documents in their native format and, as such, when it is retrieved from IBM FileNet Content Manager it requires the native application to open or work with the content. You will be able to view only those documents for which an associated viewer exists and which has been registered on the user's machine. Viewer selection is based on the filename extension.</i></p> <p><i>The Add Document wizard adds a new document to the repository which allows appropriate selection of location, document class, properties, and security for the document. Indexing methodologies includes metadata, text, versioning full text depending on object, and security property management.</i></p> <p><i>Instant messages can also be stored in the repository through IBM FileNet's Email Manager which supports FaceTime IMAuditor for the capture of instant messages into the repository. Once in the repository, instant messages can be located, reviewed, and retained in the same manner as any other document. Other third-party products have been used to capture instant messages into FileNet, an IBM Company.</i></p>
44.	<i>Suppliers should explain indexing features that would allow agencies of the Commonwealth to reuse existing metadata if documents are partitioned or to copy metadata with copies of an original document. Suppliers should also state whether a new record inherits the attribute of the parent folder when it is added to an existing "parent" folder. Does your solution meet this requirement?</i>	Y	<p><i>FileNet, an IBM Company refers to this request as compound documents. In the IBM FileNet P8 Compound Document model, a parent document maintains relationships to immediate children. Those children in turn may be compound documents with children of their own. Although in many compound document models, the relationships indicate a hierarchal structure, this is by no means mandatory. The structure can also be articulated in a head to tail structure which indicates a relationship but not necessarily direct inclusion of the child document into the parent. The components parts of a compound document obviously include the parent and child documents in the structure. What they also include is the metadata on both and also on the relationship which connects them. In addition to this, the compound document relationship is an object which can have additional properties assigned and can be sub classed.</i></p>

**F. Search**

No.	Requirements	A	B
45.	<i>The ECM system requires a search capability that can be used to retrieve documents and other objects. This search window should be easily accessible and available to enable immediate access to the document repository</i>	Y	<p><i>IBM FileNet Content Manager provides multiple methods of initiating search result, both from within IBM FileNet applications as well as the most common desktop and portal applications. IBM FileNet Content Manager will provide a full search result set regardless of where the search is initiated. IBM FileNet Content Manager provides a web based JSP application called Workplace for user library services; we also provide integration with Microsoft Office Suite including Word and Outlook. IBM FileNet</i></p>

*based on any combination of document formats or folders. This and other reference information and metadata should be searchable. Any limitations related to the use of cross reference numbers or metadata for document search should be stated. The user should be able to search by entering one or more values into the keyword fields. All documents should be searched by their index values so that documents from different sources will appear in the search list. Since the ECM repository will replace shared drives, the user interface should be friendly using a "SaveAs" type of integration. Screens depicting the interface of the proposed software should be provided. Does your solution meet this requirement?*

*Content Manager provides robust search capabilities with its vendor specific portlet and JSR 168 standards based portal support. IBM FileNet Content Manager also provides a stable and well document API set which and be invoked for search needs.*

*IBM FileNet Workplace can be used to search across multiple FileNet, an IBM Company repositories, other/legacy repositories and databases and can search documents, folders, and custom objects.*

*Searching may be done for the electronic record, metadata associated with documents and the content of the document, if its content is searchable. This searching includes free text searching of combinations of record and file metadata elements and record content; Boolean searching of metadata elements, and a mechanism to control the order of precedence of the Boolean arguments. Keywords may appear as part of the metadata and may also be searched.*

*Property and content-based search capabilities are provided for all document and file types as applicable. Files in formats that do not provide access to specific content (e.g., TIF, JPG, etc.) can be searched based on properties only.*

*Please refer to [Appendix H](#) - Screen Shots, Samples, or Examples.*

46. *Whenever possible, the search window should be refreshed with the current or most recent index information, and it should display a list of available documents from a previous search or the empty search fields. One approach is to display a separate window for the hit list. Does your solution meet this requirement?*

Y *Within IBM FileNet Workplace, the off-the-shelf user interface, the Search view provides access to search templates and customized searches, known as simple search, that help you locate documents, folders, and custom objects stored in your repositories. When toggling between different searches, another page appears displaying repositories arranged in a tree view structure, where you locate another search template or change the repository in which you are searching.*

47. *Suppliers should indicate whether features are available in the proposed solution which would allow users to improve the precision of their search such as ranking methods, relevance, etc. Suppliers should also list and describe all search features in the proposed solution such as wild card, Boolean, fuzzy logic, etc. Suppliers should also indicate whether the number of matches will be specified as*

Y *IBM FileNet Content Manager offers an easy to use search interface that is capable of highly specific, powerful and customized searches. End users can utilize Workplace, the out of the box end user application bundled with IBM FileNet Content Manager, and search across multiple FileNet, an IBM Company repositories, other/legacy repositories and databases and can search documents, folders, and custom objects. Searching may be done for the electronic record, metadata associated with documents and the content of the document, if its content is searchable. This searching includes free text searching of combinations of record and file metadata elements and record content; Boolean searching of metadata elements, and a mechanism to control the order of precedence of the Boolean arguments. Keywords may appear as part of the metadata and may also be*

*a result of a search and whether the user is able to apply sort options for the results of a search. Does your solution meet this requirement?*

searched.

*Property and content-based search capabilities are provided for all document and file types as applicable.*

**Summary Of Key Search Capabilities:**

A single search can span multiple repositories across multiple databases.

Documents, folders, and custom objects can be searched for in Workplace.

Content-based searching supports extensive content search capabilities that account for misspelled words, typographical errors, phonetic searching, stemming, synonym expansion, and wildcard searches.

When a content search is performed, both property and content search hits are returned.

Content searching can be configured to return a fragment of the content for each document in the search result.

Search results can be ranked by relevancy.

Bulk operations can be performed on search results in the administration tool, where the operations can be scripted or selected from a set of pre-defined operations such as delete, cancel checkout, file, unfile, and change security.

Stored searches can be created and saved for easy execution of common queries.

Stored search templates provide a simple user interface for users to enter search criteria.

Shortcuts to searches can be saved for easily finding them later.

Searches can be interleaved using Boolean expressions.

IBM FileNet Content Manager supports 'fuzzy' and pattern matching searching. To perform "fuzzy" searches and pattern matching users would use the "Is Like" search operator and wild card characters.

To sort the results, choose ascending or descending for a column you want to sort. Ascending puts entries with low values, or starting with the first alphabetic character, at the top of the list. Descending arranges items with high values, or starting with the last alphabetic character, at the top. If you sort by more than one column, you need to specify the priority level of each sort column.

48. *If the proposed solution is not typically implemented as a single document/object repository, Suppliers should describe how their search tools would operate in a federated environment. Does your solution meet this requirement?*

Y

*The proposed solution will be implemented as a single repository. However, we also provide tools for federated environments in the event multiple repositories will be searched.*

**G. Retrieval**

No. *Requirements*  
 49. *Users should be able to easily open documents/objects stored in the system. A standard viewer should be provided to display images and it is highly preferable that the*

A

B

Y

*IBM FileNet Content Manager stores all documents in their native format and, as such, when it is retrieved from Content Manager it requires the native application to open or work with the content. You will be able to view only those documents for which an associated viewer exists and which has been registered on the user's machine. Viewer selection is based on the filename extension.*

No.	Requirements	A	B
50.	<p>For images, users should have the ability to “zoom” on a particular image field or zone. Since zooming is frequently performed, the system zooms based on the user highlighting a certain region with the pointing device or solutions involving function keys may be desirable for the user. Other methods are acceptable as well, but users should not be forced to select a menu option to zoom that will involve more than one-step. Other requirements include the ability to annotate, highlight, rotate, flip or perform redaction on an image. Does your solution meet this requirement?</p>	Y	<p>The IBM FileNet Image Viewer is a program provided with IBM FileNet Workplace for users to view image documents. You can view, zoom, magnify, scroll, pan, and rotate all supported image types and print TIFF documents. Image Viewer supports the following file types:</p> <p>TIFF 6.0 (mono FAX Group III, FAX Group IV, Packbits, uncompressed; color—4-, 8-, and 24-bit—Packbits, uncompressed)</p> <p>BMP (Windows and OS/2, RLE4, RLE8, and RGB/uncompressed)</p> <p>JPEG and JPG</p> <p>IBM FileNet COLD</p> <p>Gif (Non- Animated)</p> <p>By default, each of these file types will open automatically in IBM FileNet Image Viewer; however, this can be configured to open in other programs.</p> <p>IBM FileNet eForms can be viewed in the web browser. This eliminates the need to distribute third-party software of plug-ins to every form user because HTML eForms can be used inside the Web browser.</p>
51.	<p>Options for viewing documents including zooming, paging, scrolling, and annotation should be defined. Annotation capabilities are important and examples should be provided. The ability to annotate images with text may prevent the need to print many documents and it should be described fully. In addition, applications</p>	Y	<p>You can view, zoom, magnify, scroll, pan, rotate, print, and add annotations to image documents. Annotations include: lines, arrows, highlights, stamps, sticky notes, oval, freehand, transparent text, solid text, highlight rectangle, highlight polygon, rectangle, open polygon, closed polygon.</p> <p>There is an Image and View option for determining the default size of the window-- Fit to Window, Height or Width.</p> <p>The TIFF format allows for multi-page documents. Multi-content documents that have images as primary and secondary files also display as multi-page document in the</p>

No.	Requirements should be implemented so that the user determines the default size and location of the viewer so that it is optimized for their desktop environment. Options for paging through very large electronic documents, which can be from a few hundred to a few thousand pages, should be described. In some situations, pre-fetch capabilities may be desirable. Suppliers should indicate whether the proposed software has a "pre-fetch" capability. Does your solution meet this requirement?	A	B
52.	(M) The solution must support redaction. This would allow someone with sufficient security to remove sensitive or classified information from a document, thus allowing the remainder of the document to be viewed by others assuming they had adequate security. Does your solution meet this requirement?	Y	<p>Image Viewer. When you open an image with more than one page, the Paging scroll bar and Thumbnail toolbar are displayed to help you navigate through the pages. Options such as Go to first page/last page in file, go to previous/next page, or drag slider to desired page are available. For other electronic documents, the associated viewer will determine page navigation.</p> <p>If content caching is enabled, then the IBM FileNet Content Manager Content Engine Service will store copies of recently created or accessed content in a local network file share for more efficient later retrieval. A list of files in the cache is maintained by the service using an in-memory database. The IBM FileNet Content Manager Cache Service manages the files in the cache, replicating files as needed. When the cache reaches the configured size, the service trims the cache, deleting the least-used files</p> <p>Version 4.0 of IBM FileNet Content Manager caching provides a distributed content caching capability whereas both file and database content can be cached on IBM FileNet Content Engine servers, allowing for quick retrieval of frequently used content. Version 4.0 additionally provides a streaming capability to allow a user to start working on very large content items rather than waiting for everything to be returned.</p> <p>The browser settings should be set also. For IE 6.0, it is recommended your Temporary internet files setting option be set to every visit to the page. For Netscape it is recommended that Every time I view the page is always selected for your cache preferences. Selecting the Never option for both browsers results in adverse Workplace performance.</p> <p>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</p>
53.	Web Access: Web enablement is important to the Commonwealth; therefore, the document retrieval interface should be web accessible. It is crucial that the public at large as well as employees working from home and business	Y	<p>A product called IMPACT Freedom provided by a third party, Spicer Corporation, will manage the redaction requirement.</p> <p>You may choose from two processes for redacted document access, both of which are supported by the redaction application. The most common method is to create a new redacted document, and provide only those with sensitive clearance with access to the original and the redaction history. The second method is to use the redactions to "mask" sensitive information and force the use of the mask for users who do not have security clearance.</p> <p>Documents can be searched and retrieved from a browser-based client or through a COTS IBM FileNet Search portlet. See answer to questions 15 56. The IBM FileNet Content Manager Search capability enables users to simultaneously search multiple repositories.</p> <p>Additionally, IBM FileNet's Content Manager is a WebDAV Provider. A user with a WebDAV client can point to the virtual directory URL and perform limited file-system like operations.</p>

No.	Requirements	A	B
54.	<p><i>partners be able to access the ECM system via the web. Limitations associated with viewing documents through web access should be stated. It is likely that many agencies within the Commonwealth have or will begin to utilize portal technology. Suppliers should state any limitation or issues associated with portal technology for web access. Does your solution meet this requirement?</i></p> <p><i>Web Access: Suppliers should describe any features their product provides that improves performance in low-bandwidth environments. Does your solution meet this requirement?</i></p>	Y	<p><i>IBM FileNet Content Manager's WebDAV Provider allows the basic functionality defined by the IETF's WebDAV Working Group.</i></p> <p><i>Administrative functions for IBM FileNet Content Manager can be performed via a tool called Enterprise Manager. The IBM FileNet Enterprise Manager conforms to the design requirements for a stand-alone MMC snap-in. It can therefore be loaded by itself in the Microsoft MMC Console or into the MMC Console along with other Administration Tools.</i></p> <p><i>In addition to content caching as described in the answer to question 19, version 4.0 of IBM FileNet Content Manager introduces an optimization capability to improve performance of remote database operations. This capability is called request forwarding. IBM FileNet Content Manager servers are able to determine on a request by request basis whether the metadata being requested or submitted will involve a local or a WAN remote database. If remote, requests can be forwarded to an IBM FileNet Content Manger server which is local to the database. The effect of this is to significantly reduce expensive network round trips and improve response times.</i></p> <p><i>Additionally, version 4.0 provides a streaming capability to allow a user to start working on very large content items rather than waiting for everything to be returned.</i></p>
55.	<p><i>Remote Access: The ECM system should support remote users in a variety of scenarios. Many agencies within the Commonwealth may need remote access for those who frequently work away from the office. This includes business partners. Suppliers should describe any features they may have to support disconnected users or similar special support for remote access and usage. Does your solution meet this requirement?</i></p>	Y	<p><i>Since IBM FileNet P8 is a browser-based solution, remote users can perform various Enterprise Content Management (ECM) tasks for content, business processes. FileNet, an IBM Company also provides portlets to do comparable functions; Example portlets include an InBox, Public Work Items Queues, internal and external web sites, folder hierarchy, Quick Search, Active Workflows, Administration Tasks and more.</i></p> <p><i>Additionally, IBM FileNet's Content Manager is a WebDAV Provider. A user with a WebDAV client can point to the virtual directory URL and perform limited file-system like operations.</i></p> <p><i>IBM FileNet Content Manager's WebDAV Provider allows the basic functionality defined by the IETF's WebDAV Working Group.</i></p> <p><i>Administrative functions for IBM FileNet Content Manager can be performed via a utility called Enterprise Manager which conforms to the design requirements for a stand-alone MMC snap-in. It can therefore be loaded by itself in the Microsoft MMC Console or into the MMC Console along with other Administration Tools.</i></p> <p><i>In IBM FileNet eForms for IBM FileNet P8 version 4.0, form policies can be taken offline, the form completed, and the resulting form data document returned back</i></p>

No.	Requirements	A	B
			<p>online where it is reconnected with its online process.</p> <p>When connected to the network, FileNet, an IBM Company users can retrieve documents for reading or check them out, if they need to modify them. Upon retrieval or check out, the document is physically downloaded to the user's machine. The user can now disconnect and work on the document. When the user reconnects to the network, they can now check-in the document to the system. FileNet, an IBM Company remembers the location that the file was downloaded to and will use that file as the document to check-in unless instructed differently.</p> <p>Through IBM FileNet Email Manager, users can work in Outlook and/or Lotus Notes in a disconnected mode and, upon reconnecting to the network all desired work and attachments can be synchronized.</p>

**H. Workstations and Client Software**

No.	Requirements	A	B
56.	<p>Suppliers should accommodate both thin and thick client workstations. Some agencies may wish to utilize portal technology; therefore, Suppliers should describe how they can integrate their proposed solution to legacy systems using portal technology. If there are any limitations to the functionality of the proposed solution with thin client, portal environment or with laptops, this should be stated. Suppliers should state minimal PC requirements. Does your solution meet this requirement?</p>	Y	<p>IBM FileNet Content Manager provides by default a thin client user interface called Workplace. A thick client interface, beyond our standard menu level integration with the most common desktop productivity tools such as Microsoft Office, can be implemented with the well documented APIs and thick client interface toolkit that are provided.</p> <p><b>Web Client</b></p> <p>The IBM FileNet P8 platform provides a zero download, web-based client interface. The client application operates on any web browser supporting HTML 4.0 and Cascading Style Sheets (CSS) 2.0. This enables the use of industry standard browsers such as Internet Explorer and Mozilla. The web client uses DHTML for advanced capabilities, including right-mouse context menus and tree-list browsing, however use of these capabilities is optional so browsers that don't support DHTML can be used Viewer</p> <p>For users who need to view and annotate images (e.g. TIFF), FileNet, an IBM Company provides a Java applet that is downloaded to the client. This IBM FileNet Viewer applet supports features such as rotate, zoom and annotation creation (e.g. highlighting, text notes, etc).</p> <p><b>Designers</b></p> <p>The IBM FileNet P8 family of products has a zero download design paradigm for client applications. Therefore, the typical user has nothing on their desktop to download or upgrade. For rich interactions required by administrators or line of business users, HTML simply does not provide the proper level of functionality required to meet certain needs. Therefore, for certain administrative tasks such as designing workflows or creating search templates for example, applets provide the rich interaction environment required. Keep in mind that typical users do not use applets. The applets exist only in memory on the user's desktop therefore nothing is</p>

No.	Requirements	A	B
57.	<p><b>Customer Relationship Management (CRM) software is also important to many agencies of the Commonwealth because it supports service to their constituency base. Objects stored within the ECM system should be available quickly to support this function. Integration options between the proposed ECM solution and such ECM packages should be described to include screens which demonstrate</b></p>	Y	<p><i>installed on the user's machine.</i></p> <p><b>Application Integration</b></p> <p><i>Application integration provides an optional client integration point for users of Microsoft Office and Outlook. A downloaded and installed executable provides the application integration for users requiring it. Users who spend most of their day in Microsoft Office and Outlook can quickly leverage the IBM FileNet ECM solution with little to no training, creating a major advantage and increasing user acceptance. An addition to the existing menus allows users to instantly start adding or using content in the repository solution.</i></p> <p><b>WebDAV</b></p> <p><i>The IBM FileNet P8 solution provides a myriad of client integration or touch points. The WebDAV standard provides a little to no training interface into IBM FileNet ECM solutions. Someone using a WebDAV compliant application instantly has access to the IBM FileNet P8 repositories. Microsoft Explorer and Macromedia DreamWeaver are examples of such clients. For a complete list of WebDAV compliant applications please refer to the WebDAV.org site (<a href="http://www.webdav.org">http://www.webdav.org</a>).</i></p> <p><i>Our JSR-168 portlets run within IBM FileNet Workplace to provide this functionality and thus emulate a portal experience.</i></p> <p><i>Example portlets include an InBox, Public Work Items Queues, internal and external web sites, folder hierarchy, Quick Search, Active Workflows, Administration Tasks and more.</i></p> <p><i>Currently, the IBM FileNet P8 portlets are qualified only for the IBM WebSphere and BEA WebLogic portal servers. The portlets are written to a standard called JSR 168. This is a Java standard for interoperability between portlets and portal servers. The Vignette, Plumtree, Oracle, and JBoss portal servers are all JSR 168 compliant, so in theory the portlets should just work. The source code for the portlets is shipped with the product.</i></p> <p><i>Please refer to <a href="#">Appendix F</a> entitled "PC Minimal Requirements Appendix – Question 56".</i></p> <p><i>An out-of-the-box integration to a leading Enterprise business system is provided in a productized form as application connectors. Connectors with SAP EP KM— Enterprise Portal for Knowledge Worker and SAP R/3 – J2EE edition are currently available. Other CRM systems can be integrated through the IBM FileNet API's.</i></p> <p><i>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</i></p>

<b>No.</b>	<b>Requirements</b> <i>this level of integration. Does your solution meet this requirement?</i>	<b>A</b>	<b>B</b>
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**I. Printing**

<b>No.</b>	<b>Requirements</b>	<b>A</b>	<b>B</b>
58.	<i>The ECM solution should have easy, flexible printing options that will allow printing of either a single page or a multiple page document at one time. They should also be able to specify a page range within a document that should be printed without performing a screen print from each page or printing the entire document. The system should have the ability to print documents from the system regardless of whether they are images or native files and this should be a seamless process involving one command to print documents from all file formats (the native application can be used to print the native files as long as the ECM system automatically launches the native application). The system should include local, remote and central printing. In some instances it may also be necessary to print an entire folder with a single print command. Suppliers should describe other print functionality of the proposed solution. Copies of screens showing print options other than print screens from native applications should be provided. Does your solution meet this requirement?</i>	Y	<p><i>A product called ContentOutput Server provided by a third party, ASE Technologies, will manage the printing requirements detailed; it is fully integrated with FileNet P8's Workplace.</i></p> <p><i>ASE's ContentOutput Server, provides IBM FileNet P8 with full production or booklet printing capabilities. With ContentOutput Server, printing a single document, a range or group of documents, regardless of the documents file type or format is available. Users simply select the desired content, sort or combine and then distribute. The ASE ContentOutput Server solution also allows the user to direct output to local, remote, or central print devices.</i></p> <p><i>The ASE ContentOutput Server solution also allows output methods in addition to print, such as Fax, Email, FTP, and LAN. It also enables the creation or "packages" which represent a new single file consisting of the combination of user selected content items.</i></p> <p><i>With ASE ContentOutput Server, users can control and manage the printing of digital content stored in IBM FileNet's Content Manager. With ASE's Content Output Services, organizations can select and submit stored content to any centralized or departmental output device. Eliminate costly small batch printing on desktop devices and take full advantage of large batch centralized printing using your organizations production print facilities.</i></p> <p><i>Please refer to <b>Appendix H</b> - Screen Shots, Samples, or Examples.</i></p>
59.	<i>Since agencies of the Commonwealth utilize letterhead which changes with each gubernatorial</i>	Y	<i>Since correspondence with prior letterhead is stored in either paper form, in various ECM systems as scanned images or as COLD documents with a form overlay, there are corresponding ways of reproducing the letterhead.</i>

No.	Requirements	A	B
	<p>administration, Suppliers should explain what is required to reproduce correspondence using prior letterhead. Suppliers should also indicate whether the proposed system supports watermark printing. Does your solution meet this requirement?</p>		<ol style="list-style-type: none"> <li>1. Scan or fax into the FileNet, an IBM Company repository</li> <li>2. Export or SaveAs the documents from the ECM system and Import or SaveAs into the FileNet, an IBM Company repository.</li> <li>3. For all correspondence generated on the legacy system, overlays (forms, letterhead and watermarks) can be added during ingestion into IBM FileNet Content Manager. A product called OutputArchiver provided by a third party, ASE Technologies, will manage the COLD/ERM requirement. Overlays can be generated by any application that supports Adobe PDF format, In any case, COLD content is indexed and physically or virtually split for sub-document level searching, viewing and security. Regardless of storage format, normal IBM FileNet P8 functionality applies to the COLD Content including storage, management, retention policies, purging, etc</li> </ol> <p>For all other correspondence, overlays can be added at the time of printing. When printing or when the correspondence is being committed to IBM FileNet Content Manager, the system can be setup so users select the correct overlay or based on correspondence date the correct overlay is added. Having the ability to add any PDF design as an overlay to content will allow agencies and administration to use new and old letterhead designs.</p> <p>Alternatively, IBM FileNet Content Manager can be configured or customized to support business logic that results in draft versions of content being generated with watermarks or other distinguishing features. You could for example, include a DRAFT watermark on all external PDF documents as part of a review lifecycle. Through configuring how IBM FileNet Content Manager generates print ready objects, typically documents, through the IBM FileNet Rendition Engine. Watermarks can be generated for postscript for delivery to a printer. Watermarks can be presented by target output or by the passing of metadata from the content object to the IBM FileNet Rendition Engine at production time.</p>

**J. Workflow**

No.	Requirements	A	B
60.	<p>Some Commonwealth agencies may only require ad hoc workflow; however, it is anticipated that many will require programmed routines. Standard workflow functionality will include the access, notify, review, and approve steps for either sequential or concurrent processing.</p>	Y	<p>IBM FileNet Business Process Manager (BPM) suite is a comprehensive, standards-based, integrated, and scalable suite of products for managing business processes involving people, content and systems. It provides full process lifecycle support: modeling, design, execution, monitoring, simulation, analysis, and optimization. It facilitates:</p> <ul style="list-style-type: none"> <li>Automation; full process modeling and design, so repetitive tasks can be automated to boost productivity and reduce cost.</li> <li>Integration of content via IBM FileNet Content Manger, people via IBM FileNet Business Process Framework (BPF), IBM FileNet</li> </ul>

No.	<p><b>Requirements</b>  <b>Alarms may notify staff and management of significant delays or processes in danger of missing a milestone. Reminders will prompt staff with notices of work to be done or follow-ups. The proposed system should provide the ability for a manager with adequate security to view and change workflow steps and to adjust priorities. Supervisors and managers should also be able to access and produce statistics on work performed by an individual or by groups. Does your solution meet this requirement?</b></p>	A	<p style="text-align: center;"><b>B</b></p> <p>eForms, and IBM FileNet Team Collaboration Manager (TCM), Business Rules via Web Services, with other applications via Java, .NET and Web services.</p> <p>Optimization by analysis (IBM FileNet Process Analyzer), and simulation (IBM FileNet Process Simulator). It also includes IBM FileNet Business Activity Monitoring (BAM) which enables pro-active real-time monitoring</p> <p><i>IBM FileNet Business Process Manager (BPM) Process Administrator is a tool you can use to view and manage work in progress. With IBM FileNet Process Administrator, you can search for and view workflows, edit workflow data and properties, and manage workflows.</i></p> <p><i>You can use deadlines and timers to further ensure that work is processed in a timely manner. A deadline provides a time-based scheduling constraint, which requires that a step or workflow be completed within a certain amount of time. The deadline can be relative to the time the step was routed to the participant or to the time the workflow was launched.</i></p> <p><i>A participant with a deadline can receive a reminder of the pending deadline via email. When the deadline is passed, a visual reminder displays in the participant's inbox, and an email can be sent to a configurable list such as one or more supervisors.</i></p> <p><i>A timer indicates a period of time during which you want a specified series of steps to process. If the timer expires before this processing is complete, processing proceeds to another workflow map that provides alternate processing of the work.</i></p>
61.	<p><b>Suppliers should fully describe workflow functionality and the methods used for their development, including the language used. A sample workflow program should be provided as well as the input mechanism to create the workflow. Suppliers should state the skills required to create, modify, and maintain workflows including programming knowledge, skills, and languages required. Standard reports should be listed as well as samples of several reports provided. Suppliers should state whether additional reports can be developed by the Systems Administrator. If so, Suppliers should state what language, software or menu process is utilized to develop such reports. Suppliers should also</b></p>	Y	<p><i>In general, the goal of IBM FileNet Business Process Manager (BPM) is to enable non-IT people to model processes make some changes to them. Process modeling is typically something that a business user with the proper training should be able to do. IBM FileNet Business Process Manager (BPM) version 4.0 includes a new easy to use process modeling tool – Process Modeler for Visio – that is based on MS Visio and supports BPMN. FileNet, an IBM Company supports XPD L for those customers who wish to model using 3<sup>rd</sup> party tools.</i></p> <p><i>However, building a fully functional process application that involves complex UI or integration with various enterprise applications and systems may require more technical expertise. Also, UI design may require UI expertise in the targeted technology (JSP, ASP, Forms, JSF, HTML, etc.) as these are the presentation layers which are separate from core business process management (BPM) and process logic. Similarly, integration to an existing application may require use of adapters/connectors, use of ESBs or Web services, or writing code against an API in Java or other languages. This may require integration expertise that again may fall outside of core business process management (BPM) realm. Thus working with BPM technology and BPM systems to develop full process applications may require various skill sets depending on the requirements and characteristics of the application and process to be managed (e.g. system-intensive, human-centric).</i></p>

No. Requirements indicate whether they are compliant with Workflow Management Coalition (WfMC) Reference Model standards (see <http://www.wfmc.org/standards/downloads/downloads.htm>). Does your solution meet this requirement?

A

B

For human centric BPM applications (which are the majority of business processes), IBM FileNet Business Process Framework (BPF) can significantly reduce the amount of programming and speed up the development and deployment efforts. Creating UI for IBM FileNet Business Process Manager (BPM) applications and making changes to them becomes very easy and quick with IBM FileNet Business Process Framework (BPF) as it is a matter of configuration as opposed to coding.

Business analysts are responsible for business performance analysis of processes using both the IBM FileNet Process Analyzer and IBM FileNet Simulator.

The deployment of business processes, or "Transfer" is normally carried out by IT personnel, although it could be done by a business analyst.

By use of business rules and designing general parameterized business processes, it is possible to build some flexibility into the processes so that certain attributes and variables of a process can change under controlled environment and with limited authorized people.

Any significant change to a process map in IBM FileNet Business Process Manager (BPM) is done in the IBM FileNet Process Designer by process designers or process application developers. This will potentially result in a new version of the process which can be redeployed. If there are running instances of the first version of the process they will run to completion using the original version while new activations of the process can use the new version.

**OLAP**

FileNet, an IBM Company leverages OLAP (On-Line Analytical Processing) technology to provide process analytics. OLAP is a database technology that is optimized for querying and reporting, enabling fast analysis of multidimensional data. Microsoft Excel provides the user interface for interacting with the data. Excel provides extensive charting capabilities with direct access to the OLAP database. In addition, Excel provides a low cost-of-ownership solution and a familiar user interface for analysts. FileNet, an IBM Company provides a set of standard Excel reports that help you analyze:

**Productivity.** Measures wait, processing, and completion time of the work items at the various steps and queues.

**Queue Load.** Measures the number of work items added to, completed, and currently left at a particular queue or step.

**Work Load.** Measures the number of workflows created, completed, and currently active. It also measures the average processing time of the various workflows.

**Work in Progress.** Provides a real-time view of the currently active work items by measuring the current work item count at various steps and queues, and measuring time that the work items have so far spent at the current step.

**Workflow in Progress.** Provides a real-time view of the currently active workflows by measuring the current workflow count, and measuring the duration of the workflows. You can extend this reporting functionality by gathering business-specific process data and modifying the reports that FileNet, an IBM Company

No.	Requirements	A	B
62.	<p><b>Content Based Routing of Multi-page Forms: The proposed system should be able to route multi-page documents consisting of a mixture of native files, potential eForms and images to an arbitrary collection of queues. A system administrator should be able to create queues and define the logical routing rules. The rule definition environment should allow an administrator to define the logical combination of data elements within a document that causes it to be</b></p>	Y	<p>provides.</p> <p><b>Third Party reporting support</b> - The IBM FileNet Process Analyzer's use of OLAP cubes allows users to use any OLAP capable third party report tool, such as Cognos, Business Objects ... etc, to analyze the data within them. This leverages any pre-existing investment in a reporting and analysis infrastructure, allowing users to use tools and capabilities with which they are already familiar.</p> <p><i>WfMC's Workflow reference model defines 5 interfaces -- Interface 1 thru Interface 5 -- for workflow systems -- anything from definition (IF1) to admin, invocation of and by (API) external apps as well as interoperability with other workflow systems). However, note that this reference model is quite old and outdated (published 1995).</i></p> <p><i>All these interfaces are of course important but the specific standards that WfMC has defined for each of these are not generally followed, with the exception of XPDL which is IF1 and is closely followed and adopted by many BPM vendors including FileNet, an IBM Company. So WfMC XPDL which again maps to IF 1 in the reference model, is very much alive and active. Another standard that is less talked about but still supported by some is Wf-XML which defines an XML based binding/API for workflow/process engine. Some business process management (BPM) vendors also follow and implement this to some extent.</i></p> <p><i>For the other 3 IFs (invoked application, communication with other workflow systems, and monitoring/administration), there are no accepted and adopted standards. There have been a lot of changes in the last 15 years: BAM, Web services, JCA, Java, SOA (of which FileNet, an IBM Company supports and adheres to) have made some of this irrelevant as they have implicitly defined new models and paradigms for doing this.</i></p> <p>Please refer to <b>Appendix H</b> - Screen Shots, Samples, or Examples.</p> <p><i>Within IBM FileNet's Business Process Manager (BPM), you can graphically define the activities and resources required to accomplish a business process by creating a workflow definition. The workflow definition acts as a processing template that is used each time the workflow runs, routing the work to the specified participants, along with the data, attachments (documents, folders and custom objects), and other information they need to complete the activities. More specifically, one would define data fields that may be required while the process is executing, create placeholders for content-related attachments, define expressions and rules that control routing, i.e. based on content, and that can be used to set data field value. Additionally, which form data fields are mapped to exchange information with workflow data fields. Mapping form data allows the workflow to make decisions based upon the state of data filled into a form. The administrator determines who processes work at a particular general step. A general step can be either a</i></p>

No.	Requirements assigned to a queue. Does your solution meet this requirement?	A	B
63.	<b>Role Based Routing:</b> This is the ability to route a task to a job function instead of an individual. If individuals change job functions, the workflow does not have to change. Does your solution meet this requirement?	Y	participant step, a work queue step, or an unassigned step: More specifically, a work queue step routes work to a specified work queue for processing by a participant from a pool of participants or by an automated application.  Public queues hold work items that can be completed by any user in the assigned group.
64.	<b>Re-Assignment to Step:</b> Some applications rigidly define and allow forward motion only. Other products only allow returning to a previous step but only the immediate one. Suppliers should indicate whether the proposed solution will allow for sending a task to any step in the system on an ad hoc basis. Does your solution meet this requirement?	Y	Out of the box, IBM FileNet Team Collaboration Manager (TCM) provides seamless integration with IBM FileNet Business Process Manager (BPM) allowing predefined workflows to launch IBM FileNet Team Collaboration Manager sessions automatically and create ad-hoc tasks with linked items. Once the ad-hoc task is completed, information from the collaboration session will be forward to the initiating workflow for it to continue processing. The integration also allows team members to launch workflows from within IBM FileNet Team Collaboration Manager (TCM).  Users may involve other users to consult on the processing of a particular task, through the use of the "reassign" function within IBM FileNet Business Process Manager (BPM). This routes the work to the desired user for further processing. The original user may decide whether the work is to be returned after the designated user has completed his/her task or continue on the next task in the process automatically.
65.	<b>Concurrent Processing or Routing:</b> Documents sometimes require processing in more than one department independent of each other. Multiple users can work on an individual document at the same time. Does your solution meet this requirement?	Y	Routing defines the order of execution for a series of steps, which can be based on specific rules and events. With the exception of the last step on the map, every step has one or more routes leading from it.  You can define a route so that it is always taken or is taken only if a predefined condition is met. Workflow steps can occur in parallel to facilitate more efficient processes. The actions required at each step, i.e. document review, can be done in parallel
66.	<b>Electronic Pend:</b> The system should have the ability to allow a user to "Pend" a case or document for the receipt of another document or for a specific date. When the pend criteria are satisfied, the user will be notified. Suppliers should describe specific features of their pend function and how notifications are provided including whether the	Y	The built-in system functions perform logic-control and other functionality in the workflow. You can include one or more system functions in a system step. Via the Wait for Condition system function, a work item waits for another work item that meets a specified condition. When WaitForCondition executes, the IBM FileNet Business Process Manager (BPM) Engine software checks the system for a work item that matches the specified criteria. If no existing work item meets the condition, the waiting work item is moved to the Delay system queue and the search for a matching work item continues as follows: Newly created work items. Work items as they enter Terminating work items.

No.	Requirements	A	B
67.	<p><i>Workflow Simulation/Modeling: Suppliers should describe any simulation and/or workflow modeling tools that may be available with their product. Does your solution meet this requirement?</i></p>	Y	<p><i>Checking continues until a match is found or until the specified timeout period expires. If multiple work items meet the match criteria, the work item with the oldest date/time stamp satisfies the wait condition. A single work item can satisfy multiple waiting work items; a work item has no knowledge of being waited for.</i></p> <p><i>IBM FileNet Process Simulator, a component of IBM FileNet Business Process Management, allows for the further refinement of business processes by using historical data combined with .what-if. scenarios to simulate and test business processes.</i></p> <p><i>Analysts create scenarios using the IBM FileNet Scenario Designer, a tool that leverages the same user interface paradigm as the IBM FileNet Process Designer. A scenario specifies parameters that are used to simulate the workflow, including timeframe, work arrival patterns, resource allocation, job duty creation, costing metrics, and work shift creation and assignment. Scenarios are saved into the repository so that they can be executed and refined over time.</i></p>
68.	<p><i>Graphical Workflow Mapping: The workflow map specifies the roles, rules, and routings that are essential for the automation of a business process. Graphical workflow maps allow business processes to be visually depicted by users. While applications that define workflow structures relying only on maps are generally weaker products, mapping still is a good design aid for defining processes and associated business rules. In better products, maps provide iconic access to database tables and monitor status data. If graphical workflow and routing software is proposed, this should be described as well as the limitations, i.e. situations where this methodology cannot be used to develop a workflow. A sample graphical workflow schematic should be provided. Does your solution meet this requirement?</i></p>	Y	<p><i>Users define business processes to be deployed using the IBM FileNet <b>Process Designer</b>. Processes are made up of three main components:</i></p> <ul style="list-style-type: none"> <li><i>Steps – various tasks making up the process</i></li> <li><i>Routes – possible paths between steps that work may follow</i></li> <li><i>Metadata –information contained within the work undergoing processing</i></li> </ul> <p><b>Steps - Multi-layered Processes</b></p> <p><i>Steps can also be used to represent entire sub-processes. Sub-maps can be defined separately in the process definition or be manually imported into the process definition from another definition.</i></p> <p><b>Process Inheritance</b></p> <p><i>Sub-maps may also be inherited via a process class hierarchy.</i></p> <p><b>Routes</b></p> <p><i>Work is automatically moved from one step to another along the path defined by the possible routes mapped using the IBM FileNet Process Designer. These routes can be determined by one (or more) of the following:</i></p> <ul style="list-style-type: none"> <li><i>User selected responses</i></li> <li><i>Data field values</i></li> <li><i>Evaluation of business rules externalized in a Business Rules Engine (BRE)</i></li> </ul> <p><b>Metadata</b></p> <p><i>The data carried around by the work item can be both structured and unstructured. The structured data consist of defined data fields of the following types:</i></p> <ul style="list-style-type: none"> <li><i>String (single and arrays)</i></li> <li><i>Float (single and arrays)</i></li> <li><i>Integer (single and arrays)</i></li> <li><i>Boolean (single and arrays)</i></li> <li><i>Time (single and arrays)</i></li> <li><i>XML</i></li> </ul>

No.	Requirements	A	B
69.	<p><i>Performance Metrics: A key point of any workflow application should be to provide the information needed to improve the process. This means the application should be capable of capturing very discrete process data at every step in the process including hold or pending steps. If proposed, a sample of the Performance Metrics should be provided as well as maintenance requirements, standard reports, and the average percentage of additional storage space required to utilize this function. Does your solution meet this requirement?</i></p>	Y	<p><i>These fields can either be defined in the process definition or inherit via the process class hierarchy.</i></p> <p><i>Additionally, attachments can be added to the work item. Attachment fields can be defined to contain a single attachment or an array. The attachments can be in any of the following forms:</i></p> <ul style="list-style-type: none"> <li><i>URL's</i></li> <li><i>UNC (Universal Naming Convention) file references</i></li> <li><i>Content stored in an FileNet, an IBM Company repository</i></li> <li><i>IBM FileNet Business Process Manager (BPM) version 4.0 includes a new easy to use process modeling tool – Process Modeler for Visio – that is based on MS Visio and supports BPMN. FileNet, an IBM Company supports XPDL for those customers who wish to model using 3<sup>rd</sup> party tools.</i></li> <li><i>Work management provides users with a set of tasks that they need to perform. Work is managed in several types of queues, which are database structures that hold work items.</i></li> <li><i>Please refer to <a href="#">Appendix H - Screen Shots, Samples, or Examples</a>.</i></li> </ul> <p><i>IBM FileNet Business Process Manager (BPM) provides two ways to monitor and analyze your business processes. IBM FileNet Process Analyzer provides dynamic, chart-based analyses of workflow activity. IBM FileNet Business Activity Monitor (BAM) lets you monitor various aspects of the in-progress business operations.</i></p> <p><b>IBM FileNet Process Analyzer</b></p> <p><i>IBM FileNet Process Analyzer supports analyzing processes to:</i></p> <ul style="list-style-type: none"> <li><i>Determine cycle times for your workflow-enabled business processes</i></li> <li><i>Pinpoint bottlenecks that negatively affect production and service levels, costing you time and money</i></li> <li><i>Increase the return on investment of your workflow systems</i></li> <li><i>IBM FileNet Process Analyzer provides extensive analysis capability by enabling you to:</i> <ul style="list-style-type: none"> <li><i>Review the collected data to isolate problems and take direct control over the data elements being reviewed</i></li> <li><i>Generate chart-based reports on statistical information gathered by IBM FileNet Process Engine</i></li> <li><i>Create and save custom charts for future using On Line Analytical Processing (OLAP) technology.</i></li> </ul> </li> </ul> <p><i>Microsoft Excel provides the user interface for interacting with the data. Excel provides extensive charting capabilities with direct access to the OLAP database. Sample reports are:</i></p> <ul style="list-style-type: none"> <li><b>Productivity.</b> <i>Measures wait, processing, and completion time of the work items at the various steps and queues.</i></li> <li><b>Queue Load.</b> <i>Measures the number of work items added to, completed, and currently left at a particular queue or step.</i></li> <li><b>Work Load.</b> <i>Measures the number of workflows created, completed, and currently active. It also measures the average processing time of the various workflows.</i></li> <li><b>Work in Progress.</b> <i>Provides a real-time view of the currently active work items by measuring the current work item count at various</i></li> </ul>

No.	Requirements	A	B
70.	<p><i>(M) The solution must provide audit trail functionality. The capture of audit trail information on every task processed provides vital information to operations management and process improvement staff. Suppliers should describe how their audit trail process functions and integrates with workflow, including the types of transactions that are and are not captured. The need to audit these records makes the validity of this data critical. Suppliers should state any audit trail standards to which the proposed system adheres. The system should also provide a suite of standard preformatted reports. The standard reports should be listed with a sample provided. Does your solution meet this requirement?</i></p>	Y	<p>steps and queues, and measuring time that the work items have so far spent at the current step.</p> <p><b>Workflow in Progress.</b> Provides a real-time view of the currently active workflows by measuring the current workflow count, and measuring the duration of the workflows.</p> <p><i>IBM FileNet Business Activity Monitor (BAM) lets you monitor various aspects of the in-progress business operations.</i></p> <p><i>The business operations can be activities that are managed by IBM FileNet Business Process Manager (BPM) Process Engine or activities that are managed by other enterprise applications</i></p> <p><i>Maintenance is performed by an IT System Administrator who focuses on those activities concerned with configuration and maintenance. These functions would include:</i></p> <ul style="list-style-type: none"> <li>Initial system configuration</li> <li>System configuration changes</li> <li>Monitoring system performance</li> </ul> <p><i>Typically configuration activities will involve anything that modifies the underlying database schema, e.g., creating new work queue, adding a new exposed field to the event log.</i></p> <p><i>Initial hardware requirements for IBM FileNet Process Analyzer is 200GB disk space and 2 GB memory.</i></p> <p><i>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</i></p> <p>The IBM FileNet Business Process Manager (BPM) Process Engine provides a comprehensive, and extensible, record of all events associated with the process under management. The following are key capabilities of process audit:</p> <p><b>Process Auditing</b></p> <p><i>IBM FileNet Business Process Manager's (BPM) comprehensive auditing functionality provides total integrity of the audit log. The creation of log messages occurs in the same synchronous database transaction as the event they monitor or track. Despite this, the overhead associated with this is minimal.</i></p> <p><i>The audit log may be extended to include custom data fields, recording the value of a particular data field at the time the event occurred. This provides an additional level of context to the event being recorded and also provides a values data source to the IBM FileNet Process Analyzer. It is possible to create multiple audit log tables, so events associated with different types of work can be recorded in different event logs</i></p> <p><i>Transactional Integrity</i></p> <p><i>Event logging takes place in the same database transaction as the event that is being logged. This ensures the integrity of the information contained in the event log.</i></p> <p><b>Minimal Performance Overhead</b></p> <p><i>The collection of event data has a minimal impact to the overall performance of the system. Therefore no trade</i></p>

No.	Requirements	A	B
71.	<p><i>The system administrator should have the ability to develop customized reports. The process and language (if necessary) to create customized reports should be provided and explained. Does your solution meet this requirement?</i></p>	Y	<p><i>offs are necessary in determining what information is to be logged.</i></p> <p><b>Extensible Audit Schema</b></p> <p><i>The event log schema can be extended to include the values of select business data at the time the event occurred. This provides an additional level of context to the event being recorded. Also specific custom log message event can be designed directly into the process flow, using the log step.</i></p> <p><b>Multiple Event Log</b></p> <p><i>Processes can be (optionally) configured to generate log data in different tables. This allows for different event log data to be collected for each process and for that data to have different retention policies.</i></p> <p><b>Multi-time Zone Operations</b></p> <p><i>Most organizations have operations that span multiple time zones. The IBM FileNet Business Process Manager (BPM) Process Engine renders all audit data to UTC Greenwich Mean Time; this maintains the correct chronology of all recorded events. Additionally, all time-dependent events such as deadlines and processed timers are handled correctly. Although the data is stored in UTC, users are always displayed information in their local time zone.</i></p> <p><i>In IBM FileNet Business Process Manager (BPM), the logging is the DB events table which has a great deal of detail including of course date/time stamp. Each event signifies a change in the process engine, such as a process being launched, a step being assigned, or completed. This raw event log (DB) is then used by IBM FileNet Process Analyzer to create the 6 analytic OLAP "cubes" for process analytics and reporting. FileNet, an IBM Company does not adhere to any audit trail standards at this point in time.</i></p> <p><i>Please refer to <a href="#">Appendix H - Screen Shots, Samples, or Examples</a>.</i></p> <p><i>IBM FileNet Process Analyzer provides extensive analysis capability by enabling you to:</i></p> <ul style="list-style-type: none"> <li><i>Review the collected data to isolate problems and take direct control over the data elements being reviewed</i></li> <li><i>Generate chart-based reports on statistical information gathered by Process Engine</i></li> <li><i>Create and save custom charts for future using On Line Analytical Processing (OLAP) technology.</i></li> </ul> <p><i>Microsoft Excel provides the user interface for interacting with the data. Excel provides extensive charting capabilities with direct access to the OLAP database. Sample reports are:</i></p> <p><b>Productivity.</b> <i>Measures wait, processing, and completion time of the work items at the various steps and queues.</i></p> <p><b>Queue Load.</b> <i>Measures the number of work items added to, completed, and currently left at a particular queue or step.</i></p> <p><b>Work Load.</b> <i>Measures the number of workflows created, completed, and currently active. It also measures the average processing</i></p>

No.	Requirements	A	B
72.	<p>Although an audit trail is valuable, there is an expense associated with it in relation to storage. Please provide examples of sample storage requirements for the proposed audit trail, whether it automatically deletes historical data after certain intervals or if there are any parameters to limit storage which can be set by the systems administrator (for example – delete after five years from the transaction date). In addition, are there options to run only certain portions of the audit trail? What is required to do this? Does your solution meet this requirement?</p>	Y	<p>time of the various workflows.</p> <p><b>Work in Progress.</b> Provides a real-time view of the currently active work items by measuring the current work item count at various steps and queues, and measuring time that the work items have so far spent at the current step.</p> <p><b>Workflow in Progress.</b> Provides a real-time view of the currently active workflows by measuring the current workflow count, and measuring the duration of the workflows.</p> <p><i>IBM FileNet Business Activity Monitor (BAM) lets you monitor various aspects of the in-progress business operations.</i></p> <p><i>The business operations can be activities that are managed by IBM FileNet Business Process Manager (BPM) Process Engine or activities that are managed by other enterprise applications.</i></p> <p><i>Third Party reporting support - The Process Analyzer's use of OLAP cubes allows users to use any OLAP capable third party report tool, such as Cognos, Business Objects etc, to analyze the data within them. This leverages any pre-existing investment in a reporting and analysis infrastructure, allowing users to use tools and capabilities with which they are already familiar.</i></p> <p>The dimension explorer gives users direct access to the cube elements (dimensions, levels, measures and calculated measures) at design time. This is what creates the data for Process Auditing. It is the dimension explorer that allows users to interactively manipulate the reports by dragging and dropping the data cube, elements on the report. When a new cube element is added to a cube it is immediately available in the dimension explorer for the users to incorporate into their reports. The benefit is that no coding is required to expose the new cube elements, so users can immediately take advantage of the changes without having to wait for a programmer</p> <p>FileNet, an IBM Company provides information on sizing the IBM FileNet Process Analyzer database which is used for Process Auditing.</p> <p>Use the formulas below to plan for sufficient storage capacity for the IBM FileNet Process Analyzer Engine to use. The formulas provide an approximation of your storage space needs. The following formula is used to approximate the storage space needed for your IBM FileNet Process Analyzer database, excluding the F_Events table.</p> <p style="text-align: center;">Storage space = (total number of expected workflow steps processed over time) * (1055 + [44 * maximum number of user defined fields that have been exposed on a single cube])</p> <p>Use the following formula to calculate the approximate storage space that will be used by the F_Events table.</p> <p style="text-align: center;">Size = (707+ 48 * [number of user-defined fields on the Process Engine])</p>

No.	Requirements	A	B
			* [number of F_Event rows]
			<p>The IBM FileNet Process Analyzer database files can grow large over time. To allow the file sizes to grow beyond 4GB the SQL Server database file must be located on a drive that is formatted as NTFS. If the file system of the default SQL data folder is FAT32 or if the default drive does not have enough space to hold data files once IBM FileNet Process Analyzer is running, you can move the files.</p>
			<p>Once the data have been processed, they are no longer needed. Over time, the database tables consume a significant amount of storage space. Therefore, once a workflow termination event has been processed, data pertaining to that workflow can be pruned from the database. Use this option to manually start the job to remove processed events from the IBM FileNet Process Analyzer event table.</p>
			<p>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</p>
73.	<p><b>Communication: Work tasks occasionally require collaboration between individuals to achieve resolution. Some means of messaging between users, without creating redundant data – inquiries, for example – should be a function of the application. Suppliers should provide information and graphics depicting how this feature works. The information should include a configuration and explanation, which takes into consideration the current VITA software and infrastructure. Does your solution meet this requirement?</b></p>	Y	<p>IBM FileNet P8 platform's collaboration solution, Team Collaboration Manager (TCM), is designed to promote more effective and efficient group decision-making by removing barriers between people, documents, and processes. IBM FileNet Team Collaboration Manager (TCM) provides the contextual framework and collaboration tools to enable group members to share information and participate in processes.</p> <p>Full integration with the IBM FileNet P8 architecture, IBM FileNet Team Collaboration Manager (TCM) is a web-based, out-of-the-box application with an intuitive, user-friendly interface that allows even novice users to get up and running with minimal training. Users can perform ad-hoc tasks, participate in discussion forums, live meetings, and interactive polls, and share information asynchronously or in real time with other members of the collaboration team. Through event, subscription, and notification services, users receive email whenever an event of interest occurs in the system. With the integrated email archive capability, users can easily track project-related email, even those that take place outside of the collaborative environment. The application can also be customized to meet an organization's specific needs.</p> <p>Role-based security – enables administrators to establish participation parameters for a diverse set of team members and centrally manage the security assignments.</p> <p>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</p>
74.	<p><b>Proactive Task Management: Tasks in a queue should be automatically moved in the system so that they do not wait during a staff member's absence,</b></p>	Y	<p>When appropriate, a user can set his personal options to indicate that he is unavailable to receive work and to designate a substitute user to receive his work items. As an administrator, you can modify the user's personal options to indicate that he is able or unable to receive work, and you can change the currently designated substitute.</p>

No.	Requirements including the ability to reassign work from one person to another in the event of absence. No task should go unattended in the system outside of defined parameters. Suppliers should describe this feature and functionality. Does your solution meet this requirement?	A	B
75.	Suppliers should provide a copy of the typical user work-queue showing features and functionality and user customization options. Suppliers should also indicate whether their work queues may be sorted by different fields and the number of sort options provided. Other features and benefits that would allow the users to work according to their own style and preference should be explained. Suppliers should provide information on how "style and preference" features can be disabled to provide a standardized format. Suppliers should identify how often work queues are automatically refreshed. Does your solution meet this requirement?	Y	<p>As a participant in a workflow, you process work that is assigned and routed to you (My Inbox queue). You might also retrieve and process work that was routed to a work queue (Public Inboxes queue) to which you have access.</p> <p>Your site administrator can configure the filter criteria settings, column fields, and column labels displayed in your My Inbox and Public Inboxes views. You may be able to filter the items in your inboxes based on the filter criteria. The filter restricts the items displayed for faster access and minimizes the amount of time you spend locating items in your inbox.</p> <p>Site preferences configure the appearance, behavior, and connectivity of IBM FileNet P8 platform client applications or can restrict access to these functions. Additionally, User preferences can also be set for Display, Search, Shortcuts, and Task preferences so users can customize their functions and views.</p> <p>Queues can be sorted.</p> <p>A list of documents is called a list view. The Default list view preference sets the list view to Magazine or Detailed style. The default is Detailed. A Workplace user can set a different preference and dynamically switch between list styles while viewing any list.</p> <p>Magazine style displays two rows per document. Detailed style displays one row per document.</p> <p>The Access Roles preferences determine the members of specific roles. The access roles are used with the Multi-Select Actions preference, Author Page preferences, My Workplace preferences, Primary Views preferences, and Actions preferences to determine which users can access specific features and commands within Workplace. Members of a specific role can be granted either explicit allow access or explicit deny access. If a user is not a member of a specific access role, and access to a feature is set to a specific role, then the user cannot access the feature.</p> <p>Work is received in the queue involving 3 methods:</p> <ol style="list-style-type: none"> <li>1. Automatic routing - automatically routing work through a required sequence of tasks, you can eliminate the time associated with moving work between various tasks</li> <li>2. Resource pools - The IBM FileNet Business Process Manager (BPM) solution allows for the deployment of resource pools by defining work queues, which are</li> </ol>

No.	Requirements	A	B
76.	<p><i>Suppliers should describe how supervisors may view or monitor staff work queues. Suppliers should further indicate whether reports showing queue activity are available and if so, whether they are available online or through hardcopy reports only. Suppliers should further explain how requests for these reports are made and whether they are processed on a real time basis or in a batch mode only. Sample reports should be provided. Suppliers should indicate if the system administrator can change, modify or create new reports. If they can, then indicate the language or skills that are required. Does your solution meet this requirement?</i></p>	Y	<p><i>shared among users with appropriate credentials to facilitate dynamic load balancing.</i></p> <p><i>3. Work prioritization</i></p> <p><i>IBM FileNet Business Process Manager (BPM) can also determine the order in which tasks should appear in a queue. This can be based on any field in the work item. The default order is FIFO (First-In-First-Out), but ordering could also be based on a priority of some other application-based field, such as required service level.</i></p> <p><i>Since workflows are database transactions, the queues (database tables) are updated instantly.</i></p> <p><i>Users can select Refresh on the toolbar to view changes in the queues or update the status.</i></p> <p><i>Please refer to <b>Appendix H</b> - Screen Shots, Samples, or Examples.</i></p> <p><i>A workflow administrator monitors workflow activity and, when necessary, modifies running workflows to resolve bottlenecks or other disruptions to the flow of work. A workflow tracker also monitors and manages workflows, but generally on a smaller scale than a workflow administrator. A tracker focuses on a specific workflow, while an administrator is potentially concerned with any workflow in the system.</i></p> <p><i>The primary tools for managing work in progress are IBM FileNet Process Administrator and IBM FileNet Process Tracker.</i></p> <p><i>Reports can be provided online and hardcopy; they are real-time analysis as well as can provide historical data.</i></p> <p><i>Process Analyzer provides extensive analysis capability by enabling you to:</i></p> <ul style="list-style-type: none"> <li><i>Review the collected data to isolate problems and take direct control over the data elements being reviewed</i></li> <li><i>Generate chart-based reports on statistical information gathered by Process Engine</i></li> <li><i>Create and save custom charts for future using On Line Analytical Processing (OLAP) technology.</i></li> </ul> <p><i>Microsoft Excel provides the user interface for interacting with the data. Excel provides extensive charting capabilities with direct access to the OLAP database.</i></p> <p><i>Sample reports are:</i></p> <p><b><i>Productivity.</i></b> <i>Measures wait, processing, and completion time of the work items at the various steps and queues.</i></p> <p><b><i>Queue Load.</i></b> <i>Measures the number of work items added to, completed, and currently left at a particular queue or step.</i></p> <p><b><i>Work Load.</i></b> <i>Measures the number of workflows created, completed, and currently active. It also measures the average processing time of the various workflows.</i></p> <p><b><i>Work in Progress.</i></b> <i>Provides a real-time view of the currently active work items by measuring the current work item count at various steps and queues, and measuring time that the work items have so far spent at the current step.</i></p> <p><b><i>Workflow in Progress.</i></b> <i>Provides a real-time view of the currently active workflows by measuring the current workflow count,</i></p>

No.	Requirements	A	B
			<p>and measuring the duration of the workflows.</p> <p><i>IBM FileNet Business Activity Monitor (BAM) lets you monitor various aspects of the in-progress business operations.</i></p> <p><i>The business operations can be activities that are managed by IBM FileNet Business Process Manager (BPM) Process Engine or activities that are managed by other enterprise applications.</i></p> <p><i>Third Party reporting support - The Process Analyzer's use of OLAP cubes allows users to use any OLAP capable third party report tool, such as Cognos, Business Objects, etc. to analyze the data within them. This leverages any pre-existing investment in a reporting and analysis infrastructure, allowing users to use tools and capabilities with which they are already familiar.</i></p> <p><i>Please refer to <a href="#">Appendix H</a> - Screen Shots, Samples, or Examples.</i></p>

**K. Enterprise Report Management (COLD)**

No.	Requirements	A	B
77.	<p><i>Enterprise Report Management (ERM) encompasses several methodologies for importing computer data into an ECM system in report format. Most applications within the Commonwealth are simple 'print report' applications that do not require sophisticated form overlay or other advanced COLD functionality. The ability to perform 'mining' of reports or other advanced features is a small advantage for some Commonwealth agencies, but this should not be considered a significant issue. Does your solution support these features?</i></p>	Y	<p><i>A product called OutputArchiver provided by a third party, ASE Technologies will manage the COLD/ERM requirement. The ASE OutputArchiver solution allows users to configure templates for reports so that defined fields may be exported to a CSV format for manipulating and managing.</i></p>

**L. Storage Options**

No.	Requirements	A	B
78.	<p><i>The ECM system should not be storage dependent, although it may take advantage of advanced storage functionality if</i></p>	Y	<p><i>FileNet, an IBM Company supports all standard NAS and SAN-attached storage products without the need for specialized integrations, and has integrated to the widest range of compliance storage (optical and magnetic WORM products in the ECM industry. Because of this</i></p>

No.	Requirements	A	B
	<p>available. A majority of the state agencies within the Commonwealth utilize an outsourced centralized service provider. Oversight of this service provider is provided by the VITA. (However, some independent state agencies may not utilize this centralized service bureau for their ECM solution.) Local server storage, SANs, etc., are all supported by this service provider. Suppliers should describe their storage options in detail as well as any functionality for the migration of objects between different storage mediums. Does your solution meet this requirement?</p>		<p>object-based, storage-agnostic architecture, virtually any SRM software tool qualified for general-purpose SAN or NAS-based rewritable storage, can be used with FileNet, an IBM Company software. In fact, these tools provide valuable disk utilization and disk performance logging and optimization information that can be very valuable to an enterprise application. The main qualification here is that they operate at the data and storage level, and must not require direct support from the end-used application or IBM FileNet ECM application infrastructure, and they must not require any reconfiguration of the FileNet, an IBM Company system.</p>
79.	<p>All objects stored in the system should be accessible throughout the retention schedules regardless of the media. Retention schedules are mandated by the Library of Virginia and should exist for all agencies of the Commonwealth. The Library of Virginia must approve all retention schedule changes; however, once changes are approved by the Library of Virginia, agencies should have the ability to modify/enhance/enforce retention schedules through the use of a records management module (see Section 5.N. Records Management) which should be offered as part of this proposal. Does your solution meet this requirement?</p>	Y	<p>IBM FileNet's Records Manager supports the entire lifecycle of your records. Enforcement and compliance become both achievable and cost effective – to get into compliance and stay in compliance. IBM FileNet's Records Manager can manage electronic as well as physical records.</p> <p>In order to control the retention and disposal of records, disposition schedules are defined and associated with records. Disposition schedules specify the retention rules for records and instructions for disposal of records at the end of the retention period. One can specify review, transfer to an archive for permanent preservation, export to another location, or destruction as the instruction for disposal.</p> <p>The different phases are defined through which records pass in a disposition schedule. Each phase has a defined retention period. At the end of each phase, the specified action is performed on records and records pass to the next phase.</p>
80.	<p>Suppliers should address how their system handles retention since some agencies have documents which have an 'active life' during which they are used</p>	Y	<p>IBM FileNet Records Manager meets this requirement. Retention may be initiated by any number of dates or events. These dates or events are properties associated with the Record Class. Examples of these dates may be date closed, date left the company, date hired, date signed, date created, etc. (there is no limit to the number</p>

No.	Requirements	A	B
	<p><i>more frequently. After its active life, files are frequently required less often but should be accessible, even by the public. In some situations, the date which initiates retention is triggered by a date in some legacy database system. Suppliers should state whether their proposed ECM system will accept information from such databases; if so, explain options. Does your solution meet this requirement?</i></p>		<p>of fields that can be used). Examples of events may be contract signed, audit complete, etc. (again no limit to the number of fields that can be used). IBM FileNet Records Manager allows the organization to characterize these as internal events, external events, recurring events, calendar dates, or predefined dates. These dates or events often come from external systems. As an example, the retention on personnel records is often triggered when an employee leaves the organization. Rather than manually update the record in IBM FileNet Records Manager, the event or date can be pulled from an external system. This could be done in real time or batch processed. Using the IBM FileNet Records Manager Java API's, custom code can be written to extract data from external systems and populate trigger values on records, folders or categories in IBM FileNet Records Manager, as required.</p> <p>IBM FileNet P8 also supports policy-driven movement of content throughout the storage lifecycle. This allows organizations to dynamically and intelligently manage content throughout the entire content, process and storage lifecycle. IBM FileNet P8 is storage agnostic – integrating with many types of storage media – irrespective of technology or vendor platform.</p> <p>This enables organizations to map storage devices using policy-based management of content based on the overall value and context of the content, derived from a number of factors including type of content, age, business process that content is associated with, content state and user practices, as well as business and compliance/regulatory requirements such as retention, access, security and disposal. Taking these content and process attributes into consideration, content can be automatically moved to the storage media type that provides the most optimal price/performance based on the context and value of that content over time.</p>
81.	<p><i>Suppliers should describe the potential approaches available for storage of ECM objects based upon their proposed software solution. This should incorporate storage media as well as options for those agencies with offices across the Commonwealth to cache objects locally. The pros and cons of this should be discussed in view of the Supplier's recommended software. Both options should be available for Commonwealth agencies. Does your solution meet this requirement?</i></p>	Y	<p>The term "content stores" describes several IBM FileNet Content Manager Content Engine components each of which store content—the files that represent the <u>content elements</u> of document and annotation objects.</p> <ol style="list-style-type: none"> <li><u>File stores</u> - storage in a network location Guidelines for efficiently managing file stores. Create separate file stores to ensure efficient document management. For example, you could create a file store to group documents with the same deletion or backup requirements. When creating a file store, use the File Store Service on the server where the file store is physically located. This practice prevents you from losing data entered if the file store server goes down when users are entering data.</li> <li><u>Fixed file stores</u> - file stores that are associated with a fixed content device <i>A fixed file store is a file store that has a connection to a third-party fixed content system providing additional storage capacity and security. This connection is provided by an IBM FileNet Content Manager Content</i></li> </ol>

No.	Requirements	A	B
			<p><i>Engine object called a fixed content device. Storage connectors include the IBM FileNet Content Manager Content Engine currently supports the following fixed content providers:</i></p> <ul style="list-style-type: none"> <li>IBM FileNet Image Services</li> <li>EMC Centera</li> <li>SnapLock</li> <li>Hitachi Data Systems</li> <li>IBM TSM / DR550</li> <li>IBM WebSphere IICE</li> </ul> <p>3. <u>Database stores</u> - using the repository's database for content storage</p> <p>File stores and database stores are both permanent storage areas managed by the IBM FileNet Content Manager's Content Engine and used to store files that constitute document content.</p> <p>A database store retains document content in the database, either SQL Server or Oracle, which was specified as the database for the repository. The database converts document content into BLOBs (binary large objects) for storage.</p> <p>4. <u>Storage Policies</u> - associating classes to physical storage locations</p> <p>A storage policy object provides mapping to specific physical storage area(s) and is used to specify where content is stored for a given class or object with content (e.g., a document). IBM FileNet P8 supports the mapping of storage policies to one or more storage objects; therefore, each storage policy can have one or multiple file stores as its assigned storage area. This concept is known as "farming".</p> <p>5. <u>Content cache stores</u> - an optionally configured cache to improve performance</p> <p><i>A content cache store provides a storage area on a local server to allow your users to access frequently requested files and database content without having to request them over the network.</i></p> <p><i>Content caching offers the following features:</i></p> <p><i>Local server cache:</i> The cache is available to web applications running on the server that supports content caching.</p> <p><i>Client invoked:</i> IBM FileNet P8 client applications start content caching after detecting cache support on local servers.</p> <p><i>Shared cache:</i> All client applications running on the same server share the same cache. In such a situation, you cannot dedicate cache resources to one or the other client.</p> <p><i>Security settings:</i> Content caching uses the same type of security defined for file stores. The security properties for a content cache store allow you to set up permissions for viewing or modifying the content cache store in the IBM FileNet Enterprise Manager.</p> <p><i>Disk space management:</i> You can allocate disk space for content caching by setting the maximum cache size and number of files the content cache store can hold. Once the content cache store reaches these limits, the IBM FileNet Content Cache Service removes documents from cache to make room for more recently accessed documents.</p> <p><i>Purge on startup:</i> You can configure the content cache so that it dumps its contents whenever the IBM FileNet Content Manager Content Cache Service is restarted.</p>

No.	Requirements	A	B
			<p>Support for database content caching: Web-based applications typically require database content to have a file name assigned to it before a browser can display its content. To meet this requirement, the IBM FileNet Content Cache Service assigns a file name to content retrieved from the repository.</p> <p>Document's class specifies where the document's content will be stored.</p> <p>Choices of storage will also be featured in an organization's backup and restore procedures and planning.</p>
82.	<p><i>If decentralized storage is an option, federated search capabilities are required in order to permit users in one office to search other office files where appropriate. Suppliers may also wish to discuss the possibility of caching only documents involved in a "workflow" process locally rather than all local office documents. The investment in the current infrastructure should not be ignored and emphasis should be placed upon the best business solution for the Commonwealth. Does your solution meet this requirement?</i></p>	Y	<p>Users can access content that has been distributed across different repositories via cross-repository (that is, federated) search.</p> <p>The IBM FileNet P8 components support enterprise-level scalability with a multi-tier, distributed architecture. In particular, in order to accommodate various scalability needs, IBM FileNet P8 offers both vertical and horizontal scalability solutions. The vertical scalability of a server can be defined as its ability to handle additional workload by the addition of a proportional amount of processing power. Horizontally scalable systems can handle additional workload by increasing the size of the server farm as the workload increases.</p> <p>To cache documents associated with a workflow, content caching to the local server cache can be utilized. Local server cache is available to web applications running on the server that supports content caching.</p>

**M. Security**

No.	Requirements	A	B
83.	<p><i>(M) Solutions proposed by the Supplier must be LDAP compliant. Since some agencies may utilize or intend to utilize a web portal, Suppliers must describe whether their proposed solution will support a single sign-on solution. Does your solution meet this requirement?</i></p>	Y	<p>The security model used is Access Control List (ACL). ACL manages security by defining which groups/users have specific allow/deny permissions assigned to a specific content object. IBM FileNet P8 leverages LDAP services from Microsoft Active Directory Service, SunONE directory server and Novell eDirectory for authentication and user/group management (authorization)</p> <p>The IBM FileNet P8 platform is designed as a Service Oriented Architecture. Prior to version 4.0 of the IBM FileNet P8 platform, SSO was available through an API framework for integrating to Single Sign-On (SSO) products from leading vendors (such as IBM, Netegrity, Oblix, and RSA). The API enables FileNet, an IBM Company partners and 3rd party developers to develop and support solutions for the broad range of SSO products that customers use.</p> <p>However, in version 4.0, implementation of the IBM FileNet Content Manager Content Engine server as a J2EE application allows IBM FileNet P8 platform to take advantage of integrations between the J2EE Application Server vendors (such as IBM, BEA, and JBoss) and the</p>

No.	Requirements	A	B
			leading single sign-on (SSO) solution providers such as IBM's Tivoli Access Manager and CA/Netegrity's SiteMinder.
84.	Suppliers should describe the level of support available within their system including group, user, document, and annotation level security. Does your solution meet this requirement?	Y	<p>The security model used is Access Control List (ACL). ACL manages security by defining which groups/users have specific allow/deny permissions assigned to a specific content object. FileNet, an IBM Company provides fine-grained access control for all resources. For example, content is secured by assigning users and/or groups with access control levels for viewing content, updating content, updating metadata, updating access rights, and publishing. Default access rights can be defined for each class of object, and security policies can be used to make it easy to predefine access rights across many documents.</p> <p>Security for an object is specified in terms of access rights (permissions). Access rights specify if a user or group can view the object and what the user or group can do with the object, i.e. documents, folders, annotations.</p> <p>You can set security levels on workflow rosters, work queues, user queues, and component queues. The security levels you set affect the user's access to the work items contained in the roster or queue.</p>
85.	Suppliers should indicate whether the proposed solution allows a requestor to show the document name in the search "hit list" if that user does not have adequate authorization to view that document. Does your solution meet this requirement?	N	If a user does not have rights to a document it will not appear on their search results.

**N. Records Management**

No.	Requirements	A	B
86.	The system should have the ability to maintain and automatically apply retention schedules based on the pre-determined criteria. It should facilitate the maintenance of retention schedules and an automated destruction check-off that includes an approval process. Does your solution meet this requirement?	Y	<p>In order to control the retention and disposal of records, you define and associate a disposition schedule with records. In a disposition schedule, you specify the retention rules for records and instructions for disposal of records at the end of the retention period. The disposition actions that you can specify include:</p> <ul style="list-style-type: none"> <li>Review</li> <li>Transfer to an archive for long term preservation</li> <li>Export to another location</li> <li>Permanent destruction</li> </ul> <p>You can define different phases through which a record should pass in a disposition schedule. Each phase has a defined retention period. At the end of each phase, the specified action is performed on records before records pass to the next phase.</p>
87.	The system needs to	Y	IBM FileNet Records Manager can support any electronic

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No.	Requirements	A	B
	<p><i>manage all object types including images, native files, emails, instant messages, web pages, CAD drawings, voice, and audio for all storage media. Suppliers should explain how the integrity of native file master documents is maintained. Does your solution meet this requirement?</i></p>		<p><i>file type. In addition, physical entities (paper records, folders, boxes) are also supported according to requirements specified by US DoD5015.2 and The National Archives – UK.</i></p> <p><i>IBM FileNet Records Manager stores and preserves electronic records in the format that they are received. IBM FileNet Records Manager prevents unauthorized alteration or deletion of records. Records can only be accessed, viewed, printed, updated or deleted by an authorized user or process.</i></p> <p><i>Where available, IBM FileNet Records Manager will use the originating application to display and print an electronic copy of a record. If the originating application is unavailable, the IBM FileNet Records Manager document viewer window can be used to view and print a rendered version of an electronic record.</i></p> <p><i>Different retention policies can be applied to drafts and versions. The user simply views the properties of the record and selects “declare versions as records.” The user then selects the versions to be declared as records and uses the wizard to guide them through the classification process.</i></p>
88.	<p><i>Some documents scheduled for destruction according to the retention schedules can be purged from the ECM system with the appropriate authorization based only on origination date and retention requirements. Suppliers should describe this process and how it adheres to the Library of Virginia’s requirements. In many cases, however, the period of retention is triggered by a date or flag in a legacy system. Suppliers should describe COTS tools available for integrating the records management module to external applications. Does your solution meet this requirement?</i></p>	Y	<p><i>IBM FileNet Records Manager allows the organization to trigger an event—these can be characterized as internal events, external events, recurring events, calendar dates, or predefined dates. These dates or events often come from external systems. As an example, the retention on personnel records is often triggered when an employee leaves the organization. Rather than manually update the record in IBM FileNet Records Manager, the event or date can be pulled from an external system. This could be done in real time or batch processed. Using the IBM FileNet Records Manager Java API's, custom code can be written to extract data from external systems and populate trigger values on records, folders or categories in P8 Records Manager, as required.</i></p> <p><i>FileNet, an IBM Company can manage electronic data destruction both natively (overwriting of media) and also through the electronic data destruction capabilities provided by leading storage hardware vendors such as EMC, IBM, Hitachi and NetApp who support or are certified for the DoD 5015.2 standard.</i></p> <p><i>IBM FileNet Records Manager supports 3 methods of destructive deletion of documents.</i></p> <p><i>Destructive – overwrites document content with zeros. Cannot be recovered by file system utilities. May be recovered by advanced hard drive forensics. Good for data less than top-secret.</i></p> <p><i>Purge – overwrites the content 3 times when deleting the content. This is the highest level recommended for top-secret documents.</i></p> <p><i>Permanent scrubbing – when using specialized hardware from EMC, scrubbing is supported. The scrubbing is automatic and happens at the time of the delete operation.</i></p>
89.	<p><i>Suppliers should explain how their system is able to</i></p>	Y	<p><i>Once you have created a disposition (retention) schedule, you can modify the properties set for that schedule. When</i></p>

No.	Requirements	A	B
	<p><i>accommodate changes in retention schedules. How does retention impact multiple versions of a document? Does your solution meet this requirement?</i></p>		<p><i>you modify a disposition schedule, the modifications are reflected after the next disposition sweep for all the entities with which the disposition schedule is currently associated. If you are declaring a document as a record and the document has more than one version, you have several choices for how to create the record for the document series. Note, however, that you can declare only up to sixteen document versions as a single record.</i></p>
<p>90.</p>	<p><i>Purging should be an automated process once authorization is provided and all destruction of public documents should follow Library of Virginia guidelines. Does your solution meet this requirement?</i></p>	<p>Y</p>	<p><i>IBM FileNet Content Manager allows for content purging based upon a wide variety of business needs. IBM FileNet Content Manager also works in coordination with IBM FileNet Records Manager to provide fully automated retention management, which supports both conditional, and time based retention rules. This provides complete disposition control including content destruction or purging based on lifecycle status and disposition approval processes</i></p> <p><i>FileNet, an IBM Company can manage electronic data destruction both natively (overwriting of media) and also through the electronic data destruction capabilities provided by leading storage hardware vendors such as EMC, IBM, Hitachi and NetApp who support or are certified for the DoD 5015.2 standard.</i></p> <p><i>IBM FileNet P8 supports 3 methods of destructive deletion of documents. Destructive – overwrites document content with zeros. Cannot be recovered by file system utilities. May be recovered by advanced hard drive forensics. Good for data less than top-secret.</i></p> <p><i>Purge – overwrites the content 3 times when deleting the content. This is the highest level recommended for top-secret documents.</i></p> <p><i>Permanent scrubbing – when using specialized hardware from EMC, scrubbing is supported. The scrubbing is automatic and happens at the time of the delete operation.</i></p>
<p>91.</p>	<p><i>Some documents within agencies are most likely part of multiple retention schedules. Suppliers should explain how their solution addresses this issue such as whether multiple copies of these documents are stored. Does your solution meet this requirement?</i></p>	<p>Y</p>	<p><i>When different disposition schedules are associated with the record category, record folder, and record type of a record, then the record inherits the disposition schedule from the record type. If a record is created directly under a record category, the record inherits the disposition schedule of the record category.</i></p>
<p>92.</p>	<p><i>Auto-classification of records is a helpful – but not required – feature. Sub-components in the records plan categories should inherit attributes (including disposition) unless specifically specified. Other functions such as freezing records, declaring records, and tracking records for ascension/transfer are</i></p>	<p>Y</p>	<p><i>FileNet, an IBM Company provides auto-classification called ZeroClick. IBM FileNet ZeroClick ensures best-practice records declaration, classification, and records administration while minimizing the impact on the business user and records managers. IBM FileNet ZeroClick is designed to minimize user-related error, time and cost factors.</i></p> <p><i>You can associate a disposition schedule with a record category, a record folder, or a record type. A record folder can have its own disposition schedule or it can inherit the disposition schedule associated with a parent record category. By default, a record inherits the disposition</i></p>

No.	Requirements	A	B
	<p><i>desired. Does your solution meet this requirement?</i></p>		<p><i>schedule of the folder under which it is declared. However, if you want to associate a different disposition schedule with the record, then you can create a record type, associate the required disposition schedule with this record type, and assign this record type to the record. When different disposition schedules are associated with the record category, record folder, and record type of a record, then the record inherits the disposition schedule from the record type. If a record is created directly under a record category, the record inherits the disposition schedule of the Document versions can be frozen within IBM FileNet's Content Manager Freezing a version prevents changes to its otherwise modifiable <a href="#">custom properties</a>.</i></p> <p><i>It is only a specific version's custom properties which are frozen. The system-maintained properties of a frozen document version will continue to be updated by the system as necessary.</i></p> <p><i>Once a version is frozen, there is no way to unfreeze it. However, you can check out a frozen document to create new (unfrozen) versions. Frozen documents can also be promoted or demoted.</i></p> <p><i>IBM FileNet Records Manager allows for records to be placed on Hold. The system fully supports legal holds on all document types (including email), and allows one or more holds to be placed at the File Plan, category, classification, or search result level.</i></p> <p><i>IBM FileNet Records Manager provides support for event-driven relocation of records within the same file plan. You can add an event subscription to any of the IBM FileNet Record classes (e.g., Electronic Record, Email Record, and Marker, and their subclasses) to move a record to another location when a property of the record is updated. When a Record object is relocated, it maintains all of its associated properties.</i></p> <p><i>IBM FileNet Records Manager enables you to create (declare) and maintain accurate, secure, and reliable records for both electronic and physical information record category.</i></p>
<p>93.</p>	<p><i>Some ECM systems implement third party records management modules. In these situations, the records management module should be able to use the ECM user security in order to grant/restrict privileges to groups and/or users. Does your solution meet this requirement?</i></p>	<p>Y</p>	<p><i>IBM FileNet Records Manager is an add-on component of the IBM FileNet P8 suite of products. IBM FileNet Records Manager enables you to create and maintain accurate, secure, and reliable records for both electronic and physical information. You can use IBM FileNet Records Manager to manage records of any type, regardless of the storage media or format. It is a fully integrated application of the IBM FileNet P8 ECM platform that provides native records management capability that leverages the FileNet, an IBM Company core ECM solutions including IBM FileNet Email Manager, Business Process Manager and Content Manager.</i></p> <p><i>This approach avoids the numerous problems associated with an add-on records application such as: duplication of repositories, architectural incompatibilities, protracted integration efforts between products, and incompatible</i></p>

No.	Requirements	A	B
			<p>interfaces. IBM FileNet Records Manager provides you with a single repository to store all your electronic documents and records, and a single application to automate the management of electronic and physical records at the enterprise level.</p>
<p>94.</p>	<p><i>The records management system should include pre-programmed audit reports. A sample of these reports should be provided. Suppliers should also indicate whether the system administrator may develop additional reports; if so, what programming language or approach is used for this process. Does your solution meet this requirement?</i></p>	<p>Y</p>	<p>IBM FileNet Records Manager provides a number of reports that provide a statistical view of different activities performed using IBM FileNet Records Manager. For example, you can generate reports to know about the electronic folders created within a given time period or the review decisions made for entities during a given time period. In addition to using the available reports in IBM FileNet Records Manager, you can create custom reports for IBM FileNet Records Manager.</p> <p>Following are a list of the reports provided within IBM FileNet Records Manager:</p> <ul style="list-style-type: none"> <li>Actions Performed by a User</li> <li>Categories and Folders by Disposition Actions</li> <li>Disposition Schedule Defined in a File Plan</li> <li>Disposition Schedules Allocated to Record Types</li> <li>Electronic Categories and Folders Associated with a Disposition Schedule</li> <li>Electronic Folders Created within a Specific Period</li> <li>Electronic Records Created by a User within a Specific Period</li> <li>Electronic Records Viewed by a User within a Specific Period</li> <li>Electronic Volumes Opened and Closed within a Specific Period</li> <li>Folders and Records Associated with a Disposition Schedule</li> <li>Folders and Records by Disposition Actions</li> <li>Folders and Records by Disposition Events</li> <li>Folders and Records on Hold</li> <li>Location of Electronic Records by Application Type</li> <li>Records Folders without an Associated Disposition Schedule</li> <li>Review Decisions Taken within a Specific Period</li> <li>Structured File Plan View</li> <li>Vital Records Due for Disposition</li> </ul> <p>Use Crystal Reports Designer to create a new report. Creating a new report in Crystal Reports Designer invokes the Reports Creation Wizard, which prompts you to create a connection between the database and Crystal Reports. Select OLE DB and the IBM FileNet OLE DB driver (Content Engine OLE DB Provider) if you are connecting with an IBM FileNet Content Manager Content Engine database. After you have created a new report and saved it in .rpt format, create corresponding event and view JSP files. The event JSP file is used to display the report in the IBM FileNet Records Manager user interface.</p> <p>Please refer to <a href="#">Appendix H - Screen Shots, Samples, or Examples</a>.</p>
<p>95.</p>	<p><i>Suppliers should describe their process that will apply some type of legal certification for documents retrieved from Commonwealth</i></p>	<p>Y</p>	<p>IBM FileNet Records Manager meets this requirement. IBM recommends the Commonwealth refer to industry best practices in this area to ensure the legal acceptance of records produced by IBM FileNet Records Manager as there are often more considerations to evaluate than just software features and functionality. IBM FileNet Records</p>

No.	Requirements	A	B
	<p><i>applications. This certification will allow others to validate that the document in question has been authenticated from a Commonwealth system. This is especially applicable for instances where certified agency documents are needed and web or other access is provided to constituents or other organizations. Does your solution meet this requirement?</i></p>		<p><i>Manager is certified as compliant with the DoD 5015.2 Standard, The Design Criteria Standard for Electronic Records Management Software Applications. This standard identifies over 125 mandatory features that a records management software application must do in order to be certified. There are numerous test cases that are used to ensure that the records management application preserves records that are authentic, reliable, and have integrity. In addition to the formal certification, IBM encourages the Commonwealth to refer to other sources for guidance on best practices. One source is the ANSI/AIIM TR31-2004 Technical Report on the Legal Acceptance of Records Produced by Information Technology Systems. This report provides performance guidelines and a self-assessment checklist to help ensure the admissibility and trustworthiness of records. It is organized into three parts. Part I gives an overview of evidence law. Part II presents a performance guideline for the legal acceptance of records produced by IT systems. Part III offers a self-assessment for accomplishment of the performance guideline.</i></p>
96.	<p><i>Suppliers should describe how the proposed system will handle objects that are placed under a litigation hold. Does your solution meet this requirement?</i></p>	Y	<p><i>You can place a disposition hold on a record category, record folder, volume, or record, and can place the hold before the cutoff date or during any of the phases after the cutoff date. When the hold is placed on a container, it applies to all of the entities in the container. While the holds remain in effect, the system will not launch the workflow attached to the applicable disposition action for that entity. In other words, the associated disposition schedule becomes temporarily ineffective. Also, no one can manually delete any entities that are on hold.</i></p>
97.	<p><i>Suppliers should describe whether the proposed solution addresses de-duplication; if so, how?</i></p>	Y	<p><i>When you file a record, you create a reference to that record at another location within the same file plan. The record is not duplicated. This means that instead of creating a copy of the record, you create a reference to the record, which points to the record at its original location. You can file one or more records at the same time.</i></p> <p><i>While filing a record, you should keep the following in mind: You cannot file an electronic record to a physical folder.</i></p> <p><i>The destination folder must be active and open to file a record.</i></p> <p><i>It's better to file in the container above the volume level and let the system choose the active volume.</i></p>

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**O. Training and Documentation**

No.	Requirements	A	B
98.	<p><i>Suppliers should propose system administrator training. A copy of the training agenda should be provided as well as the estimated class duration. System administration training should be provided</i></p>	Y	<p><i>Please refer to Appendix E entitled "Training and Documentation Appendix – Question 98". Included are the course descriptions for the minimum curriculum required to enable a customer to maintain an IBM FileNet P8 system and to effectively create business solutions with the products that are being proposed. Course agenda and duration are inclusive of the course descriptions.</i></p>

No.	Requirements	A	B
	<p>at the customer site.                      Electronic documentation that can be accessed by all agencies on all aspects of the solution is desired.                      Does your solution meet this requirement?</p>		

**P. Professional and Integration Services**

Professional Services proposed as part of this RFP should ONLY be those required to install the software and to perform system administrator training. Other Professional Services required for customization or integration will be part of subsequent procurement efforts.

No integration services are included as part of this RFP. Integration requirements will be provided after needs assessments are made and integration requirements defined by each agency. These will be provided in subsequent procurements for professional services.

No.	Requirements	A	B
99.	<p>Suppliers should describe and define APIs which are part of the proposed software for future custom development initiatives.                      Does your solution meet this requirement?</p>	Y	<p>Please refer to <b>Appendix G</b> entitled "API Appendix – Question 99".</p>
100.	<p>Suppliers should identify any content-enabled vertical applications (CEVA) which have been developed to integrate with the proposed solution. Suppliers should clearly state whether these applications are being provided to the Commonwealth. CEVAs not included in the Pricing section will not be evaluated.</p>	Y	<p>There are 2 CEVA solutions which are being included in the proposed solution, Spicer Corporation, and ASE Technologies. The pricing for these two products is included in the pricing sheet. IBM has many other CEVA solutions which may warrant consideration in the future.                      Please refer to <b>Appendix I</b> for data sheets on the companies IBM plans to use for this engagement.</p>
101.	<p>Because systems integration is an important part of implementing ECM, the Commonwealth strongly desires to leverage frameworks, methodologies, code, and best practices that may be able to reduce systems integration and other deployment costs.                      Suppliers should describe, in detail, any such tools that</p>	Y	<p>IBM FileNet Business Process Framework reduces the time and expense associated deploying solutions based on IBM FileNet Business Process Manager (BPM) by providing a highly configurable application development framework. IBM FileNet Business Process Framework (BPF) leverages proven, reusable code that forms the foundation for all types of IBM FileNet Business Process Management (BPM) application scenarios. This enables organizations to accelerate the speed of deploying new BPM applications, while minimizing development cost and the ongoing Total Cost of Ownership (TCO).  <b>Accelerate the Speed of BPM Application</b></p>

No.	Requirements	A	B
	<p><i>will be provided to the Commonwealth if they are selected as the ECM software platform. The Commonwealth is looking for innovative ways to leverage and reuse intellectual property and concepts that the Supplier may have developed over the years. Does your solution meet this requirement?</i></p>		<p><b>Deployment:</b></p> <p><b>Rapid Application Deployment</b> - IBM FileNet Business Process Framework (BPF) provides a highly configurable framework for developing IBM FileNet Business Process Management (BPM) applications. Configuration rather than extensive custom coding enables faster, more economical deployments.</p> <p><b>Optimal Resource Utilization</b> - Sophisticated Role Management capabilities automatically route work to best qualified resource for processing. Work can be "pushed" to users to ensure maximum productivity in high transaction processing environments.</p> <p><b>Extendable Architecture</b> - While implementation does not require custom coding, the fully extendible architecture ensures that when custom development is required to deliver additional functionality, it can be seamlessly integrated into the user interface.</p> <p><b>Proven Architecture</b> - More than 25 customers have deployed applications built on BPF. BPF functionality has evolved to continually accelerate the speed of deployment.</p> <p><b>Low Cost of Ownership</b> - This repeatable framework minimizes the TCO by balancing the exacting needs of a custom application with the agility of a product offering. Applications developed on IBM FileNet Business Process Framework (BPF) are upgradeable, able to leverage new functionality once it becomes available. IBM FileNet Content Manager utilizes a well formed and documented object oriented model that treats all objects as business objects. IBM FileNet Content Manager implements its objects in a manner that allows them to be available to, and utilized by, other FileNet, an IBM Company applications like IBM FileNet Records Manager, Team Collaboration Manager, and other FileNet, an IBM Company solutions. Third party applications and custom applications can also access and invoke IBM FileNet Content Manager objects as needed. IBM FileNet Content Manager and IBM FileNet P8 provide several ways of invoking objects and several tiers of access through a number of means including an XML Web Services interface.</p> <p><i>Another FileNet, an IBM Company framework that can help reduce systems integration is the content classification framework and automated XML content classification. The <b>Autoclassification Framework</b> automatically assigns incoming documents of specified content types to a designated document class. Out-of-the-box support is provided for the auto-classification of XML documents, and a classification framework is available for creating custom classifiers for content types other than XML.</i></p> <p><i>Furthermore, <b>FileNet, an IBM Company provides an Event Framework</b> which enables configuration of actions in response to specific activities that occur on objects stored on an IBM FileNet Content Manager Content Engine server. For example, when a new document is created, you can configure an event to launch a workflow that is used to further process the document.</i></p> <p><i>Additionally, IBM FileNet's <b>Web Application Toolkit provides</b> an extensible framework and reusable modules for building web applications. The Toolkit provides application developers with access to the IBM FileNet Content Manager Content Engine, Business Process Manager Process Engine, and third-party backend servers. It supplies the behaviors and data structures for</i></p>

No.	Requirements	A	B
			<p>authentication, event routing, state information, preferences, localization, and other features of robust and scalable applications. In addition, the Toolkit's reusable UI component model facilitates the development of a robust HTML-based application user interface with little or no DHTML/JavaScript required. FileNet, an IBM Company has developed a number of Web applications from the Toolkit, including IBM FileNet P8 Workplace and IBM FileNet Records Manager.</p> <p>IBM FileNet Business Process Manager (BPM) offers a process orchestration solution that lets you integrate and coordinate web service operations across and beyond the enterprise. Orchestration setup and management is performed through the Web Services panels in the IBM FileNet Process Configuration Console, the Process Designer, and the designer's Web Services Palette. Orchestrated processes can be called from the IBM FileNet Process Designer user interface or from an external client (such as a .NET or Java Web Services framework) using the standard request-response methodology, and may be secured with an authentication flag.</p> <p>FileNet, an IBM Company also provides a Rules Engine Connectivity Framework.</p> <p>The IBM FileNet P8 platform includes Workplace source code, therefore it is possible to make direct source code modifications to Workplace. Workplace, the out of the box end user application, is bundled with IBM FileNet Content Manager,</p> <p>Finally, FileNet, an IBM Company has documented best practices for all P8 components on deploying, maintaining, and administering a P8 system.</p>

**Q. Application Service Provider (ASP) Offerings**

This RFP is for COTS software. For Executive Branch Agencies, the intent is for the software to be hosted by VITA. Suppliers may additionally propose ASP models for ECM where the software is provided as a service to the Commonwealth. In addition to the key functional requirements described in this RFP, Suppliers should clearly state proposed SLA metrics, security for hosted data, and how constituents and business partners will access the system on an ad hoc basis for those applications that involve a public-facing interface.

IBM does not plan to propose ASP models for ECM as part of this solution.

**EXHIBIT B**  
**CONTRACT NUMBER VA-070601-IBM**  
**BETWEEN**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**  
**AND**  
**IBM CORPORATION**

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-070601-IBM ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and IBM Corporation ("IBM" or "Supplier").

In the event of any discrepancy between this Exhibit B and Contract No. VA-070601-IBM, the provisions of Contract No. VA-070601-IBM shall control.

**General Information**

Schedule A, and B contain all the products needed to meet the RFP requirements except Redaction and COLD. IBM FileNet Content Manager is a pre-requisite for any other IBM FileNet products on these schedules.

Schedule C is a Development environment for products in schedule A, B, and D. Implementation services are sized against this list of products.

Schedule D is third party products needs to meet the Redaction and COLD requirements.

Pricing for external users that is users outside of the firewall or also called the public at large is at the bottom of Schedule A. These licenses would be used for the public to view content.

First year Maintenance is listed in the far right of the spreadsheet. This can be used as an estimate for the 2 year but is subject to change.

See Appendix C for product descriptions

**Additional Discounts**

Additional discounting based on value of a single order where the value is based on the total discounted value of the software licenses being ordered, excluding maintenance. Products in Schedule A, B and C will be used to determine the value of the order. The additional discounts will not apply to the products in schedule B or D.

**Single Purchase Discounts:**

1. For a single license purchase equal to or exceeding \$500,000 but less than \$1,000,000 an additional 3% discount would apply to Schedule A products.
2. For a single license purchase equal to or exceeding \$1,000,000 an additional 10% discount would apply to the Schedule A products

**Volume Purchase Alternative**

Employee-based pricing is where we license the total employee population of a company, subsidiary, agency, or other distinct business entity who has a population of 5,000 employees or greater. For example an agency that has 5,000 employees who wants to implement email management. We would need to address these situations on an individual basis.

## Schedule A

Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Premium Maintenance	
								Unit Price	Ext. Price
<b>Enterprise Content Management</b>									
308115	Development FN P8 Server Pkg	1	12,500.00	12,500.00	70.0%	3,750.00	3,750.00	675.00	675.00
	Development FN P8 Platform Server	1				0.00	0.00		0.00
	Development FN P8 Application Server Lic	1				0.00	0.00		0.00
	J2EE App Server Tracking: N/A					0.00	0.00		0.00
308122	Content Mgr 3.x Concurrent User Lic	1	3,600.00	3,600.00	70.0%	1,080.00	1,080.00	194.40	194.40
308121	Content Mgr 3.x Named User Lic	1	900.00	900.00	70.0%	270.00	270.00	48.60	48.60
308117	Professional FN P8 Server Pkg	1	75,000.00	75,000.00	70.0%	22,500.00	22,500.00	4,050.00	4,050.00
	FN P8 Platform Server	2				0.00	0.00		0.00
	FN P8 Application Server Lic	2				0.00	0.00		0.00
	J2EE App Server Tracking: N/A					0.00	0.00		0.00
308121	Content Mgr 3.x Named User Lic	1	900.00	900.00	70.0%	270.00	270.00	48.60	48.60
308122	Content Mgr 3.x Concurrent User Lic	1	3,600.00	3,600.00	70.0%	1,080.00	1,080.00	194.40	194.40
<b>Business Process Management</b>									
308642	Dev Business Proc Framework 3.x Lic	1	25,000.00	25,000.00	60.0%	10,000.00	10,000.00	1,800.00	1,800.00
308641	Business Proc Framework 3.x Lic	1	85,000.00	85,000.00	60.0%	34,000.00	34,000.00	6,120.00	6,120.00
308230	BPM 3.x Expansion Named User Lic	1	900.00	900.00	60.0%	360.00	360.00	64.80	64.80
308231	BPM 3.x Expansion Concurrent User Lic	1	3,600.00	3,600.00	60.0%	1,440.00	1,440.00	259.20	259.20
<b>email Archive</b>									
308918	Dev Email Mgr 3.x Server Lic-RMM	1	6,250.00	6,250.00	60.0%	2,500.00	2,500.00	450.00	450.00
308916	Email Mgr 3.x Server Lic-RMM	1	25,000.00	25,000.00	60.0%	10,000.00	10,000.00	1,800.00	1,800.00
503442	Email Mgr Mailbox Fee Lic	1	30.00	30.00	60.0%	12.00	12.00	2.16	2.16
<b>e-forms</b>									
308131	eForms/FN P8 3.x Expansion Named Usr Lic	1	375.00	375.00	60.0%	150.00	150.00	27.00	27.00
308149	eForms/FN P8 3.x Expansion Conc User Lic	1	1,500.00	1,500.00	60.0%	600.00	600.00	108.00	108.00
308150	eForms/FN P8 3.x Expansion eBusiness Usr	50	2,250.00	112,500.00	60.0%	900.00	45,000.00	162.00	8,100.00
<b>Records Management</b>									
308235	Records Mgr 3.x Expansion Named User Lic	1	600.00	600.00	60.0%	240.00	240.00	43.20	43.20
308236	Records Mgr 3.x Expansion Conc User Lic	1	2,400.00	2,400.00	60.0%	960.00	960.00	172.80	172.80
308613	Records Crawler 3.x Server Lic	1	75,000.00	75,000.00	60.0%	30,000.00	30,000.00	5,400.00	5,400.00
308614	Dev Records Crawler 3.x Server Lic	1	18,750.00	18,750.00	60.0%	7,500.00	7,500.00	1,350.00	1,350.00
<b>Capture</b>									
308474	Capture DocProcessing 5.x	1	1,500.00	1,500.00	60.0%	600.00	600.00	108.00	108.00
308472	Capture Prof File Import 5.x	1	2,500.00	2,500.00	60.0%	1,000.00	1,000.00	180.00	180.00
308473	Capture Prof Inbound Link 5.x	1	3,000.00	3,000.00	60.0%	1,200.00	1,200.00	216.00	216.00
308475	Capture Adv DocProcessing 5.x	1	4,000.00	4,000.00	60.0%	1,600.00	1,600.00	288.00	288.00
<b>Compliance Framework</b>									
308139	Compliance Framework 3.x Named User Lic	1	2,600.00	2,600.00	60.0%	1,040.00	1,040.00	187.20	187.20
	CF/Content Mgr 3.x Named User Lic	1				0.00	0.00		0.00
	CF/BPM 3.x Expansion Named User Lic	1				0.00	0.00		0.00
	CF/Records Mgr 3.x Exp Named User Lic	1				0.00	0.00		0.00
	CF/eForms/FN P8 3.x Exp Named Usr Lic	1				0.00	0.00		0.00

## Schedule A

Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Premium Maintenance		
								Unit Price	Ext. Price	
308140	Compliance Framework 3.x Conc User Lic	1	10,400.00	10,400.00	60.0%	4,160.00	4,160.00	748.80	748.80	
	CF/Content Mgr 3.x Concurrent User Lic	1				0.00	0.00		0.00	
	CF/BPM 3.x Expansion Concurrent User Lic	1				0.00	0.00		0.00	
	CF/Records Mgr 3.x Exp Conc User Lic	1				0.00	0.00		0.00	
	CF/eForms/FN P8 3.x Exp Conc User Lic	1				0.00	0.00		0.00	
<b>Team Collobartion Manager</b>										
308240	TCM 3.x Expansion Named User Lic	1	200.00	200.00	60.0%	80.00	80.00	14.40	14.40	
308241	TCM 3.x Expansion Concurrent User Lic	1	800.00	800.00	60.0%	320.00	320.00	57.60	57.60	
<b>Storage Connectors</b>										
<b>Centera Storage and Retrieval</b>										
307575	SDS or CSAR Storage-1TB	1	12,000.00	12,000.00	60.0%	4,800.00	4,800.00	864.00	864.00	
307576	SDS or CSAR Storage-5TB	1	47,000.00	47,000.00	60.0%	18,800.00	18,800.00	3,384.00	3,384.00	
307577	SDS or CSAR Storage-10TB	1	80,000.00	80,000.00	60.0%	32,000.00	32,000.00	5,760.00	5,760.00	
307578	SDS or CSAR Storage-25TB	1	175,000.00	175,000.00	60.0%	70,000.00	70,000.00	12,600.00	12,600.00	
307579	SDS or CSAR Storage-50TB	1	312,000.00	312,000.00	60.0%	124,800.00	124,800.00	22,464.00	22,464.00	
<b>Snaplock Storage and Retrieval</b>										
308089	SSAR Storage-1TB	1	12,000.00	12,000.00	60.0%	4,800.00	4,800.00	864.00	864.00	
308090	SSAR Storage-5TB	1	47,000.00	47,000.00	60.0%	18,800.00	18,800.00	3,384.00	3,384.00	
308091	SSAR Storage-10TB	1	80,000.00	80,000.00	60.0%	32,000.00	32,000.00	5,760.00	5,760.00	
308092	SSAR Storage-25TB	1	175,000.00	175,000.00	60.0%	70,000.00	70,000.00	12,600.00	12,600.00	
308093	SSAR Storage-50TB	1	312,000.00	312,000.00	60.0%	124,800.00	124,800.00	22,464.00	22,464.00	
<b>IBM Storage and Retrieval</b>										
308654	ISAR Storage-1TB	1	12,000.00	12,000.00	60.0%	4,800.00	4,800.00	864.00	864.00	
308655	ISAR Storage-5TB	1	47,000.00	47,000.00	60.0%	18,800.00	18,800.00	3,384.00	3,384.00	
308656	ISAR Storage-10TB	1	80,000.00	80,000.00	60.0%	32,000.00	32,000.00	5,760.00	5,760.00	
308657	ISAR Storage-25TB	1	175,000.00	175,000.00	60.0%	70,000.00	70,000.00	12,600.00	12,600.00	
308658	ISAR Storage-50TB	1	312,000.00	312,000.00	60.0%	124,800.00	124,800.00	22,464.00	22,464.00	
<b>Application Connectors</b>										
307224	Appl Conn for Siebel 7 IDL 3.x	1	20,000.00	20,000.00	60.0%	8,000.00	8,000.00	1,440.00	1,440.00	
307225	AC for Siebel 7 IDL Dev Sys 3.x	1	5,000.00	5,000.00	60.0%	2,000.00	2,000.00	360.00	360.00	
308427	ACSAP R/3 2.x Exp Named User Lc-J2EE	1	300.00	300.00	60.0%	120.00	120.00	21.60	21.60	
308428	ACSAP R/3 2.x Exp Conc User Lic-J2EE	1	750.00	750.00	60.0%	300.00	300.00	54.00	54.00	
308430	ACSAP R/3 2.x Gateway Server-J2EE	1	20,000.00	20,000.00	60.0%	8,000.00	8,000.00	1,440.00	1,440.00	
308890	Dev Add'l ACSAP R/3 2.x Gateway Svr-J2EE	1	3,750.00	3,750.00	60.0%	1,500.00	1,500.00	270.00	270.00	
<b>Portlets</b>										
308332	FN P8 Portlets 3.5.0	1	0.00	0.00	60.0%	0.00	0.00	0.00	0.00	
307385	FN P8 Portal Integration for IBM 2.x	1	0.00	0.00	60.0%	0.00	0.00	0.00	0.00	
308477	Capture Toolkit 5.x	1	5,000.00	5,000.00	60.0%	2,000.00	2,000.00	360.00	360.00	
502909	System Designer (Toolkit for FN P8)	1	10,000.00	10,000.00	60.0%	4,000.00	4,000.00	720.00	720.00	

## Schedule A

Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Premium Maintenance	
								Unit Price	Ext. Price

**Special Enterprise Licensing for the public at large  
For viewing content**

Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Unit Price	Ext. Price
	ELA for 100,000 external customers								
503342	ELA Base License	1	\$ 100,000.00	\$ 100,000.00	60.0%	40,000.00	40,000.00	7,200.00	7,200.00
503250	Content Mgr 3.x ELA Ext 100K Users	1	\$ 300,000.00	\$ 300,000.00	60.0%	120,000.00	120,000.00	21,600.00	21,600.00

<b>Software for Public at large - Content Manager</b>	\$ 185,000.00
Annual Software Maintenance - Year 1	\$ 40,700.00
Total Quote:	<u>\$ 225,700.00</u>

Add'l Disc Savings	\$ 215,000.00
<u>Total Product Savings</u>	<u>\$ 215,000.00</u>

## Schedule B

Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Premium Maintenance	
								Unit Price	Ext. Price
<b>Business Activity Monitor</b>									
308643	BAM 3.x 2-CPU Lic	1	100,000.00	100,000.00	30.0%	70,000.00	70,000.00	15,400.00	15,400.00
308669	Dev BAM 3.x 2-CPU Lic	1	25,000.00	25,000.00	30.0%	17,500.00	17,500.00	3,850.00	3,850.00
308644	BAM 3.x Std Agent-JDBC/JMS/WS/XML/Flat	1	10,000.00	10,000.00	30.0%	7,000.00	7,000.00	1,540.00	1,540.00
503579	BAM 3.x 10-Concurrent User Lic	1	15,000.00	15,000.00	30.0%	10,500.00	10,500.00	2,310.00	2,310.00
503578	BAM 3.x Named User Lic	1	3,500.00	3,500.00	30.0%	2,450.00	2,450.00	539.00	539.00
308645	BAM 3.x Messaging Agent-Tibco	1	30,000.00	30,000.00	30.0%	21,000.00	21,000.00	4,620.00	4,620.00
<b>Other</b>									
307982	Rendition Engine 3.x	1	10,000.00	10,000.00	30.0%	7,000.00	7,000.00	1,540.00	1,540.00
	Adds capability to publish documents to PDF & HTML formats. Works with CM, BPM, RM, TCM, and CF.								
308835	Fax Server 5.x	1	6,000.00	6,000.00	30.0%	4,200.00	4,200.00	924.00	924.00
	RightFax Enterprise Server and Connector with 1 port license. Fax Server requires additional Capture Prof Inbound Link license for Inbound Fax. Also requires Print for Outbound Fax.								
502926	Fax Server Port Lic-A license must be purchased for each phone line used. T1=24 ports.	1	800.00	800.00	30.0%	560.00	560.00	123.20	123.20
308566	SysMon 3.x for Dev FN P8 Svr Pkg	1	3,750.00	3,750.00	30.0%	2,625.00	2,625.00	577.50	577.50
308568	SysMon 3.x for Prof FN P8 Svr Pkg	1	30,000.00	30,000.00	30.0%	21,000.00	21,000.00	4,620.00	4,620.00
503528	SysMon 3.x Named User Lic	1	100.00	100.00	30.0%	70.00	70.00	15.40	15.40
503529	SysMon 3.x Concurrent User Lic	1	400.00	400.00	30.0%	280.00	280.00	61.60	61.60
308545	SysMon 3.x for FN P8 Platform Svr	1	10,000.00	10,000.00	30.0%	7,000.00	7,000.00	1,540.00	1,540.00
308547	SysMon 3.x for FN P8 App Svr	1	5,000.00	5,000.00	30.0%	3,500.00	3,500.00	770.00	770.00
308608	SysMon 3.x for Dev FN P8 Platform Svr	1	2,500.00	2,500.00	30.0%	1,750.00	1,750.00	385.00	385.00
308609	SysMon 3.x for Dev FN P8 App Svr	1	1,250.00	1,250.00	30.0%	875.00	875.00	192.50	192.50
308571	SysMonIBM 3.x for Dev FN P8 Svr Pkg	1	3,750.00	3,750.00	30.0%	2,625.00	2,625.00	577.50	577.50
308573	SysMonIBM 3.x for Prof FN P8 Svr Pkg	1	30,000.00	30,000.00	30.0%	21,000.00	21,000.00	4,620.00	4,620.00
503538	SysMonIBM 3.x Named User Lic	1	100.00	100.00	30.0%	70.00	70.00	15.40	15.40
503539	SysMonIBM 3.x Concurrent User Lic	1	400.00	400.00	30.0%	280.00	280.00	61.60	61.60
308554	SysMonIBM 3.x for FN P8 Platform Svr	1	10,000.00	10,000.00	30.0%	7,000.00	7,000.00	1,540.00	1,540.00
308555	SysMonIBM 3.x for FN P8 App Svr	1	5,000.00	5,000.00	30.0%	3,500.00	3,500.00	770.00	770.00
308610	SysMonIBM 3.x for Dev FN P8 Platform Svr	1	2,500.00	2,500.00	30.0%	1,750.00	1,750.00	385.00	385.00
308611	SysMonIBM 3.x for Dev FN P8 App Svr	1	1,250.00	1,250.00	30.0%	875.00	875.00	192.50	192.50

## Schedule C - Development Environment

Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Premium Maintenance	
								Unit Price	Ext. Price
308115	Development FN P8 Server Pkg	1	12,500.00	12,500.00	70.0%	3,750.00	3,750.00	675.00	675.00
	Development FN P8 Platform Server	1		0.00		0.00			
	Development FN P8 Application Server Lic	1		0.00		0.00			
308139	Compliance Framework 3.x Named User Lic	10	2,600.00	26,000.00	70.0%	780.00	7,800.00	140.40	1,404.00
	CF/Content Mgr 3.x Named User Lic	1		0.00		0.00			
	CF/BPM 3.x Expansion Named User Lic	1		0.00		0.00			
	CF/Records Mgr 3.x Exp Named User Lic	1		0.00		0.00			
	CF/eForms/FN P8 3.x Exp Named User Lic	1		0.00		0.00			
308918	Dev Email Mgr 3.x Server Lic-RMM	2	6,250.00	12,500.00	60.0%	2,500.00	5,000.00	450.00	900.00
503442	Email Mgr Mailbox Fee Lic	2	30.00	60.00	60.0%	12.00	24.00	2.16	4.32
308614	Dev Records Crawler 3.x Server Lic	1	18,750.00	18,750.00	60.0%	7,500.00	7,500.00	1,350.00	1,350.00
308240	TCM 3.x Expansion Named User Lic	10	200.00	2,000.00	60.0%	80.00	800.00	14.40	144.00
308642	Dev Business Proc Framework 3.x Lic	1	25,000.00	25,000.00	60.0%	10,000.00	10,000.00	1,800.00	1,800.00
308472	Capture Prof File Import 5.x	1	2,500.00	2,500.00	60.0%	1,000.00	1,000.00	180.00	180.00
308474	Capture DocProcessing 5.x	1	1,500.00	1,500.00	60.0%	600.00	600.00	108.00	108.00
308477	Capture Toolkit 5.x	1	5,000.00	5,000.00	60.0%	2,000.00	2,000.00	360.00	360.00
308471	Capture Prof Addl DocEntry 5.x	2	1,000.00	2,000.00	60.0%	400.00	800.00	72.00	144.00
308473	Capture Prof Inbound Link 5.x	1	3,000.00	3,000.00	60.0%	1,200.00	1,200.00	216.00	216.00
308675	Data Archive Solution 2.x-J2EE	1	35,000.00	35,000.00	60.0%	14,000.00	14,000.00	2,520.00	2,520.00
308427	ACSAP R/3 2.x Exp Named User Lc-J2EE	2	300.00	600.00	60.0%	120.00	240.00	21.60	43.20
308920	Dev ACSAP EP-KM 1.x CPU Lic	1	3,750.00	3,750.00	60.0%	1,500.00	1,500.00	270.00	270.00
308332	FN P8 Portlets 3.5.0	1	0.00	0.00	60.0%	0.00	0.00	0.00	0.00
307385	FN P8 Portal Integration for IBM 2.x	1	0.00	0.00	60.0%	0.00	0.00	0.00	0.00
502909	System Designer (Toolkit for FN P8)	1	10,000.00	10,000.00	60.0%	4,000.00	4,000.00	720.00	720.00
307982	Rendition Engine 3.x	1	10,000.00	10,000.00	30.0%	7,000.00	7,000.00	1,540.00	1,540.00
308669	Dev BAM 3.x 2-CPU Lic	1	25,000.00	25,000.00	30.0%	17,500.00	17,500.00	3,850.00	3,850.00
503578	BAM 3.x Named User Lic	2	3,500.00	7,000.00	30.0%	2,450.00	4,900.00	539.00	1,078.00
308835	Fax Server 5.x	1	6,000.00	6,000.00	30.0%	4,200.00	4,200.00	924.00	924.00
502926	Fax Server Port Lic	1	800.00	800.00	30.0%	560.00	560.00	123.20	123.20
308566	SysMon 3.x for Dev FN P8 Svr Pkg	1	3,750.00	3,750.00	30.0%	2,625.00	2,625.00	577.50	577.50
503528	SysMon 3.x Named User Lic	1	100.00	100.00	30.0%	70.00	70.00	15.40	15.40
503529	SysMon 3.x Concurrent User Lic	1	400.00	400.00	30.0%	280.00	280.00	61.60	61.60
308608	SysMon 3.x for Dev FN P8 Platform Svr	1	2,500.00	2,500.00	30.0%	1,750.00	1,750.00	385.00	385.00
308609	SysMon 3.x for Dev FN P8 App Svr	1	1,250.00	1,250.00	30.0%	875.00	875.00	192.50	192.50
308571	SysMonIBM 3.x for Dev FN P8 Svr Pkg	1	3,750.00	3,750.00	30.0%	2,625.00	2,625.00	577.50	577.50
503538	SysMonIBM 3.x Named User Lic	1	100.00	100.00	30.0%	70.00	70.00	15.40	15.40
503539	SysMonIBM 3.x Concurrent User Lic	1	400.00	400.00	30.0%	280.00	280.00	61.60	61.60
308610	SysMonIBM 3.x for Dev FN P8 Platform Svr	1	2,500.00	2,500.00	30.0%	1,750.00	1,750.00	385.00	385.00
308611	SysMonIBM 3.x for Dev FN P8 App Svr	1	1,250.00	1,250.00	30.0%	875.00	875.00	192.50	192.50

**Services**

201232	Content Mgr Installation Pkg	1	18,000.00	18,000.00	5.0%	17,100.00	17,100.00
201407	BPM Add-on Installation Pkg	1	15,000.00	15,000.00	5.0%	14,250.00	14,250.00
201478	Records Mgr Add-on Installation Pkg	1	18,000.00	18,000.00	5.0%	17,100.00	17,100.00
201470	eForms for FN P8 Install Pkg	1	15,000.00	15,000.00	5.0%	14,250.00	14,250.00
201801	Business Process Framework Install Pkg	1	25,000.00	25,000.00	5.0%	23,750.00	23,750.00
201515	Email Manager Install Pkg	1	11,500.00	11,500.00	5.0%	10,925.00	10,925.00
201769	Records Crawler Install Pkg	1	8,000.00	8,000.00	5.0%	7,600.00	7,600.00
201595	Team Collaboration Mgr Installation Pkg	1	15,000.00	15,000.00	5.0%	14,250.00	14,250.00
201771	Business Activity Monitor Install Pkg	1	12,500.00	12,500.00	5.0%	11,875.00	11,875.00
201252	Fax Field Integration	1	2,200.00	2,200.00	5.0%	2,090.00	2,090.00
201249	Capture Professional Install Pkg	1	8,500.00	8,500.00	5.0%	8,075.00	8,075.00
201910	ACSAP EP-KM Install & Mentoring Pkg	1	9,000.00	9,000.00	5.0%	8,550.00	8,550.00
201754	ACSAP J2EE Core+1 Add-on Cmp Install Pkg	1	16,000.00	16,000.00	5.0%	15,200.00	15,200.00
201290	PS Consulting-120 Hr Block (project mgmt, volume discounted)	1	52,800.00	52,800.00	0.0%	52,800.00	52,800.00
200295	Technical Consulting Onsite,25 Hrs (volume discounted)	1	5,750.00	5,750.00	0.0%	5,750.00	5,750.00
201728	System Monitor Install Package	1	30,000.00	30,000.00	0.5%	29,850.00	29,850.00
201989	System Monitor Add-on Install Pkg	1	10,000.00	10,000.00	0.5%	9,950.00	9,950.00
201349	Content Mgr Installation & Launch Pkg	1	37,000.00	37,000.00	5.0%	35,150.00	35,150.00
201922	Email Manager Launch Pkg	1	50,000.00	50,000.00	5.0%	47,500.00	47,500.00

**Education (Pricing for In Class at a FileNet an IBM Company Education Center)**

201898	Bus Proc Foundation (3 Days)	1	2,250.00	2,250.00	5.0%	2,137.50	2,137.50
201746	BPM Administration Add-On (5 days)	1	3,750.00	3,750.00	5.0%	3,562.50	3,562.50
201836	Proc A/S for Administrators (2 Days)	1	1,500.00	1,500.00	5.0%	1,425.00	1,425.00
201745	P8 Platform (CM) Administration (5 days)	1	3,750.00	3,750.00	5.0%	3,562.50	3,562.50
201749	RM Administration Add-On (3 Days)	1	2,250.00	2,250.00	5.0%	2,137.50	2,137.50
201680	Email Mgr Administration (2 Days)	1	1,500.00	1,500.00	5.0%	1,425.00	1,425.00
201177	Capture Prof Admin (4 Days)	1	3,000.00	3,000.00	5.0%	2,850.00	2,850.00
201487	BPM Process Designer (5 Days)	1	3,750.00	3,750.00	5.0%	3,562.50	3,562.50
201907	Proc A/S for Bus Proc Analyst (3 Days)	1	2,250.00	2,250.00	5.0%	2,137.50	2,137.50
201494	FN P8 Rec Mgr for Rec Mgmt Prof (3 Days)	1	2,250.00	2,250.00	5.0%	2,137.50	2,137.50
201446	eForms Design for Workplace (3 Days)	1	2,250.00	2,250.00	5.0%	2,137.50	2,137.50
201288	PS Consulting-80 Hr Block (skills transfer, volume discounted)	1	19,200.00	19,200.00	0.0%	19,200.00	19,200.00
201620	Workplace End User Training (1 day)	1	250.00	250.00	5.0%	237.50	237.50
201756	FN P8 Web Appi Toolkit Pgm (5 days)	1	3,750.00	3,750.00	5.0%	3,562.50	3,562.50
201829	FSM Operator Training (1 Day)	1	750.00	750.00	5.0%	712.50	712.50
201912	FSM Tivoli Operator Training (1 Hr)	1	125.00	125.00	5.0%	118.75	118.75

**Other Third Party Products**

							Premium Maintenance	
	<b>Spicer Impact Freedom - View and Redaction Software</b>							
	Development System License (includes 10 Licenses)	1	3,495.00	3,495.00	40.0%	2,097.00	2,097.00	419.40
	Professional Services <sup>1</sup> - Technical - per diem	1	1,800.00	1,800.00	20.0%	1,440.00	1,440.00	
	User Training - per diem <sup>2</sup>	1	1,500.00	1,500.00	20.0%	1,200.00	1,200.00	

1-\*Prices for Professional Services are exclusive of expenses (travel, accommodation, etc.). Scope of effort to be determined based on customer requirements

Technical services include enhancement and customization of the integration with FileNet, API and integration training, or feature enhancements.

2-Training services - 1 day is typically adequate to train two groups of individuals or one support team. 3 days of effort is typical for preparation of training materials tailored to customer requirements.

**Other Third Party Products**

<b>ASE Technologies</b>								<b>Premium Maintenance</b>	
Dev ASE Output Archiver for AFP and Metacode (per server)	1	110,000.00	110,000.00	70.0%	33,000.00	33,000.00	5,940.00	5,940.00	
Dev ASE ContentOutput Server (per server)	1	40,000.00	40,000.00	70.0%	12,000.00	12,000.00	2,160.00	2,160.00	
ASE Professional Services <sup>3</sup>	5	1,500.00	7,500.00	0.0%	1,500.00	7,500.00			

<sup>3</sup>-Installation and Setup is based on number of print formats and report types. Services are sold in 5 day blocks.

Training for operations and administrators are customized to meet clients requirements. ASE day rates are \$1,500 per day plus Travel and Expenses.

Software License and Maintenance is 18% per year.

## Schedule D - Third Party Software

### Other Third Party Products

								Maintenance	
Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Unit Price	Ext. Price
	<b>Spicer Impact Freedom - View and Redaction Software</b>								
	Named User License	1	495.00	495.00	40.0%	297.00	297.00	59.40	59.40
	Concurrent User License (10:1)	1	1,995.00	1,995.00	40.0%	1,197.00	1,197.00	239.40	239.40
	Reference Integration with FileNet - per site	1	4,995.00	4,995.00	40.0%	2,997.00	2,997.00	599.40	599.40
	Development System License (includes 10 Licenses)	1	3,495.00	3,495.00	40.0%	2,097.00	2,097.00	419.40	419.40
	Paired Named Users Licensing (1/1 with IBM FileNet Named Licenses)	1	150.00	150.00	40.0%	90.00	90.00	18.00	18.00
	Paired Concurrent Licenses (1/1 with IBM FileNet Concurrent Licenses) at 10:1	1	595.00	595.00	40.0%	357.00	357.00	71.40	71.40
	<b>Spicer Professional Services<sup>1</sup></b>								
	Technical - per diem	1	1,800.00	1,800.00	20.0%	1,440.00	1,440.00		
	User Training - per diem <sup>2</sup>	1	1,500.00	1,500.00	20.0%	1,200.00	1,200.00		

1-Prices for Professional Services are exclusive of expenses (travel, accommodation, etc.). Scope of effort to be determined based on customer requirements.

Technical services include enhancement and customization of the integration with FileNet, API and integration training, or feature enhancements.

2-Training services - 1 day is typically adequate to train two groups of individuals or one support team. 3 days of effort is typical for preparation of training materials tailored to customer requirements.

### Other Third Party Products

								Maintenance	
	<b>ASE Technologies</b>								
	ASE Output Archiver for AFP and Metacode (per server)	1	110,000.00	110,000.00	60.0%	44,000.00	44,000.00	7,920.00	7,920.00
	ASE ContentOutput Server (per server)	1	40,000.00	40,000.00	60.0%	16,000.00	16,000.00	2,880.00	2,880.00
	ASE Professional Services <sup>3</sup>	5	1,500.00	7,500.00	0.0%	1,500.00	7,500.00		

3-Installation and Setup is based on number of print formats and report types. Services are sold in 5 day blocks.

Training for operations and administrators are customized to meet clients requirements. ASE day rates are \$1,500 per day plus Travel and Expenses.

Software License and Maintenance is 18% per year.

### Other Third Party Products (Optional)

								Maintenance	
Model Number	Description	Qty Ordered	Unit Price	Ext. Price	Sales Discount %	Unit Net Price	Ext. Net Price	Unit Price	Ext. Price
	<b>Spicer ViewCafe<sup>3</sup> - (Engineering Drawing View and Markup)</b>								
	Sever License	1	4,995.00	4,995.00	50.0%	2,497.50	2,497.50	499.50	499.50
	Named User License	1	395.00	395.00	50.0%	197.50	197.50	39.50	39.50
	Shared User License	1	1,195.00	1,195.00	50.0%	597.50	597.50	119.50	119.50

3-Viewcafe is additional software that may be of interest, but not required for redaction.

**Notes:**

Annual maintenance is 20% of VITA price, and provides:

8 x 5 telephone and email access to standard Spicer support services from designated contacts within the customer organization.

Access to service packs and bug fixes as they become available.

**EXHIBIT C**  
**CONTRACT NUMBER VA-070601-IBM**  
**BETWEEN**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**  
**AND**  
**IBM CORPORATION**

Exhibit C is hereby incorporated into and made an integral part of Contract Number VA-070601-IBM ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and IBM Corporation ("IBM" or "Supplier"). As used in this Exhibit C, "Customer" shall mean Authorized User as defined in the Contract; "FileNet" shall mean either Supplier or the Software product name, as applicable; and "Support" shall mean the services described in this Exhibit C.

In the event of any discrepancy between this Exhibit C and Contract No. VA-070601-IBM, the provisions of Contract No. VA-070601-IBM shall control.

**Maintenance**

**Hours of Support Availability.** Payment of the standard Support fees entitles Customer to Support during the Principal Period of Support ("PPS"). The PPS is a 10 hour contiguous daily time period between the hours of 8:00 AM and 6:00 PM, local time, Monday through Friday, excluding FileNet's published holidays or holidays as observed locally by FileNet. All Support subsequently added will have the same PPS. Customer may request, in writing, special extended coverage options. Extended coverage options, excluding FileNet holidays, are subject to FileNet's approval and the prevailing terms, conditions and prices for service at that time. Extended hours entitlement does not extend the Customer's PPS; extended hours entitlement extends the Customer's ability to place problem calls to FileNet's Technical Response Center ("FRC") during the extended hours of coverage period and receive the same priority remote response for critical issues ("P1's") as during PPS.

**Scope of Support.** Resolution of Customer-encountered problems may, at FileNet's option, consist of: (a) Support provided through telephone or computer networks; (b) correction of any defect in the Software that materially and adversely affects the use of the Software as described in Documentation; and (c) delivery of Software defect corrections or other changes limited to the current or immediate prior Software release. Customer also has the right to receive unspecified upgrades, updates and enhancements on an "if and when available" basis ("Rights to New Versions", or "RTNV"). FileNet will support licensed Software located on the Customer's development or production Systems. FileNet will use commercially reasonable efforts to respond to Customer calls according to the priority level of the call. FileNet will ensure the Customer's call is resolved within a commercially reasonable period.

**Support Limitations.** FileNet Support is limited to correcting defects of FileNet Software. Support is contingent upon the use of unmodified Software (except as authorized by FileNet) operated in accordance with FileNet's Documentation. FileNet Software, labeled "FileNet Certified Professional Installation Required", must be installed and upgraded by FileNet Certified Professional ("FCP") Technicians according to published specifications as a condition of supportability, unless otherwise agreed to by FileNet. Support specifically excludes the following: (a) Support to a version of Software other than the current or immediate prior release; (b) efforts to restore a release of the Software beyond the current or immediate prior release; (c) efforts to restore Customer data beyond the most recent back-up; (d) operating systems and data bases; (e) Software defects which FileNet cannot reproduce; or (f) custom applications or application templates. FileNet Field Technical Consulting Services are not included within the standard deliverables of Support under this Exhibit. These additional services may be requested by Customer to provide on-site technical

problem assistance, perform software installation, upgrades or other "value-added" services not included as Support. Additional service requests will be handled on a reasonable effort, scheduled basis and will be chargeable at the then-current time and materials rate.

**End of Support Life.** FileNet periodically announces the End of Support Life ("EOSL") for Software. FileNet will notify the Customer in writing or by electronic mail or posting on a FileNet website, at FileNet's discretion, a minimum of 180 days prior to the EOSL. After the EOSL, telephone and or web-based support limited to current available fixes will be available on a commercially reasonable efforts basis at prevailing rates.

**Customer's Responsibilities.** Customer must meet the following responsibilities: (a) maintain and install any common carrier equipment or communication service related to the operation of the Software; (b) pay all charges incurred for communication services at Customer's facilities (whether incurred by Customer or by FileNet Support representatives while performing Support); (c) perform Software back-ups in accordance with Documentation; (d) notify FileNet of any Software failure and allow FileNet reasonable access to the Software for performing Support; (e) provide FileNet with modem or network access to perform remote Support; and (f) Customer's designated system administrator or authorized contact (trained on the products, in accordance with FileNet's Documentation) must place all calls to FileNet for Support.

**Software Modification.** FileNet will not be responsible to Customer for loss of use of Software or data or for any other liabilities caused by or as a direct result of alterations, additions, adjustments or repairs that are made to the Software by other than authorized representatives of FileNet, or at the direction of or in coordination with FileNet. FileNet shall have no obligation to provide Support if it is unable to do so due to any unauthorized and uncorrected alteration, addition, adjustment or repair to the Software, provided FileNet has provided Customer advance written notice to Customer. Customer may, at its option, continue to receive upgrades and updates of Software for the duration of the Support term and any subsequent renewals but shall forgo any other Support services until such time as the Software is corrected. Alternately, Customer may elect to terminate Support services entirely, and FileNet shall refund the pro-rated share of Customer's prepaid Support fees.

### **Support Term**

- A. **Initial Support Term:** The initial term of Support will begin on the delivery date of the Software to the Customer and end 12 months later.
- B. **Additional Support Terms.** After the initial term, Support may be renewed in accordance with the Contract.
- C. **Adding New Support After Software Purchase.** If new Software is purchased without Support and Support is later purchased, then the initial term of Support for that Software will begin on the date of the applicable order form and end 12 months thereafter, with payment in advance for one year of Support Fees.
- D. **Software Add-ons.** The Commencement Date for Software add-ons and/or upgrades will be the delivery date and the term of Support and related Support fees will be coterminous with the term of Support applicable to the Software initially covered.
- E. **Support Reinstatement.** FileNet Software licenses purchased but not placed under Support, or those licenses removed from Support for any reason, for a period of more than 12 consecutive months, will be subject to a re-license fee as set forth below before being placed under Support, unless otherwise agreed to by FileNet.

1. Software Support Lapse Less Than 12 Months:

a. Software Support may be established or re-established by the Customer in those instances where twelve (12) or fewer months have elapsed since the Software was shipped or last covered by a Software Support contract. In such event Software Support may be established by remitting the lapsed months, up to twelve (12), and next twelve (12) months of Software Support fees in advance.

2. Software Support Lapse Greater Than 12 Months:

a. Customer must order and remit payment to FileNET for the Software upgrade license fees to bring all of the FileNET Software installed on the Customer's FileNET system to its current release levels. The software upgrade license fee will be 50% of the then-current list price as set forth in Exhibit B. At the same time, the Customer must remit payment to FileNET of the annual Software Support fees for the following twelve (12) month Software Support term in advance.

### Support Fees

- A. **Fee Modification.** This section has been removed.
- B. **Invoices.** Invoicing shall be in accordance with the Contract.
- C. **Failure to Pay.** Supplier shall be under no obligation to provide any of the Support services described in this Exhibit C to any Customer who has not remitted payment or submitted an order for such Services to Supplier within thirty (30) days of the renewal date of Software Support.

### Supplemental Maintenance Support

- A. **Movement of Software.** Software moved to a location outside of the original delivery country may continue to be supported at the option of FileNet subject to the prevailing terms, conditions and prices of the country to which it is moved. Furthermore, FileNet has the right to alter the type of Support provided to the relocated Software. Customer must give FileNet at least 30 days written notice specifying the new location prior to any movement. Reinstallation must occur within 30 days of de-installation or a pre-contract inspection may be required and billed at rates in effect at the time of reinstallation.
- B. **Other Support.** If Customer desires to obtain additional or extended support (such as, for example, extended coverage, right to receive unspecified upgrades, updates on an "if and when available" basis and technical consulting) it may request such support. If FileNet is willing to provide such additional or extended support, it will require receipt of a valid Customer purchase order or appropriate payment and may require that a separate Services agreement be executed by the parties. If performed, these services will be charged to Customer at current prices and terms in effect at the time service is rendered.

**EXHIBIT D-X**  
**CONTRACT NUMBER VA-070601-IBM**  
**BETWEEN**  
**AUTHORIZED USER**  
**AND**  
**IBM CORPORATION**

Exhibit D-X is hereby incorporated into and made an integral part of Contract Number VA-070601-IBM ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and IBM Corporation ("IBM" or "Supplier").

In the event of any discrepancy between this Exhibit D-X and Contract No. VA-070601-IBM, the provisions of Contract No. VA-070601-IBM shall control.

[Note: Instructions for using this template to draft a Statement of Work are in gray. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project.]

**STATEMENT OF WORK**

This Statement of Work is issued by Authorized User, hereinafter referred to as "Authorized User". The objective of the project described in this Statement of Work is for the Supplier to provide the Authorized User with a Authorized User Project Name Solution ("Solution").

**1. PROJECT SCOPE AND REQUIREMENTS**

Provide information on the scope of the project and the Authorized User's requirements for this particular engagement including:

- i). general description of the Solution
- ii). project boundaries
- iii). Authorized User-specific requirements
- iv). special considerations for implementing technology at Authorized User's location(s)
- v). other characteristics of this project that must be addressed to insure the success of the engagement

**2. CONTRACT PRODUCTS AND SERVICES TO SUPPORT THE REQUIREMENTS**

**A. Solution Components**

List the Solution components (hardware, software, etc.) provided by Supplier that will be used to support the requirement. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment.

The license type for all licenses granted pursuant to this SOW shall be [insert license type or reference attachment containing details of license type. If license type is "Site" or "Enterprise", provide a definition for that term.]

**B. Services**

Provide information on the services (e.g., requirements development, Solution design, configuration, installation) that will be provided by Supplier in the course of providing the Solution.

**C. Training and Knowledge Transfer**

Provide an overview of training services to be provided to the Authorized User and any special requirements for specific knowledge transfer to support the Authorized User's successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency.

**D. Support**

Document the level of support, as available under the Contract, required by the Authorized User to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.

**3. PROJECT EVENTS AND TASKS**

Provide a high-level overview of project events and tasks to be accomplished to deliver the required Solution.

**4. PERIOD OF PERFORMANCE**

Implementation of the Solution will occur within XX (XX) months of execution of this Statement of Work. This includes delivery and installation all of the products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract.

**5. PLACE OF PERFORMANCE**

Tasks associated with this engagement will be performed at the Authorized User's location(s) in \_\_\_\_\_, Virginia, at Supplier's location(s) in Wherever, or other locations as required by the effort.

**6. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE**

[If a Time and Materials type SOW is contemplated, written authorization from VITA is required and, if such authorization is issued, VITA shall provide alternate language for a Time and Materials arrangement.]

The following table identifies milestone events and deliverables, the associated schedule, and associated payments.

Milestone Event	Deliverable	Schedule	Payment
Project kick-off meeting	---	Execution + 5 days	---
Site survey	Site survey report	Execution + 10 days	---
Installation of software	---	Execution + 20 days	\$10,000
Configuration and testing	---	Execution + 20 days	---
Training	Training manual	Execution + 30 days	\$10,000
User Acceptance Testing	---	Execution + 30 days	\$20,000
Implementation complete	Solution	Execution + 45 days	\$10,000

The total Solution price shall not exceed \$US XXX.

Required Deliverables are as follows: [Provide a description of all Deliverables for this engagement.]

- i). Site survey report:
- ii). Training manual:
- iii). Solution: See Sections 1 and 2 above.

In addition, Supplier will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts

([http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Alpha\\_Listing.cfm](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm) or a successor URL(s)).

## 7. TESTING AND ACCEPTANCE

### A. User Acceptance Test Plan

Acceptance Criteria for Software and Deliverables, and for the Solution as a whole, will be based on the Requirements set forth in Contract Exhibit A and Section 1 of this Statement of Work. Supplier shall design a written User Acceptance Test (UAT) Plan, acceptable to the Authorized User, which will ensure that all of the functionality required for the Software, Deliverables, and the Solution as a whole has been delivered. Supplier will provide the Authorized User with a detailed Acceptance check-list based on the Requirements. The UAT Plan, including the Acceptance check-list, will be incorporated as Attachment 1 to this Exhibit D-X.

### B. Testing of Software and Deliverables

Following delivery / installation / implementation of the Software and delivery / installation / implementation of each Deliverable, on-site testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Software or Deliverable.

### C. Deliverable Acceptance Receipt

Each Deliverable provided by Supplier under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This document will describe the Deliverable and provide the Authorized User's Project Manager with space to indicate if the Deliverable is accepted, rejected, or partially accepted. For partially accepted Deliverables, the Authorized User's Project Manager shall list on the Deliverable Acceptance Receipt any deficiencies that must be corrected in order for the Deliverable to be accepted by the Project Manager. The Project Manager will have five (5) days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of testing to provide Supplier with the signed Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

Procedures for Acceptance of Software shall be as described in the UAT.

Acceptance of any Deliverable does not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. Supplier is responsible for ensuring that all Deliverables function properly within the Solution. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Solution, Supplier shall be responsible for all costs associated with such modification.

### D. Correction of Defects

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract. Supplier shall not be required to correct minor imperfections or defects that do not materially impair the operation or quality of the Software or Deliverable.

**E. Final Acceptance Testing**

Following implementation of the entire Solution, including all Software and Solution components, on-site testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Solution.

Supplier shall provide the Authorized User's Project Manager with a Solution Acceptance Receipt. The Solution Acceptance Receipt will document whether the Solution is accepted, rejected, or partially accepted. If the Solution is partially accepted, the Authorized User's Project Manager shall list on the Solution Acceptance Receipt any deficiencies that must be corrected in order for the Solution to be accepted by the Project Manager. The Project Manager will have five (5) days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of testing to provide Supplier with the signed Solution Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract.

**8. ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES**

This section contains assumptions specific to this engagement.

State assumptions here.

The following roles and responsibilities have been defined for this engagement:

**(Sample Responsibility Matrix)**

<b>Responsibility Matrix</b>	<b>Supplier</b>	<b>Authorized User</b>
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	

Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

**9. SECURITY REQUIREMENTS**

Provide (or reference as an Attachment) Authorized User's security requirements. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

At a minimum, Supplier shall adhere to all of VITA's standard security requirements.

**10. RISK MANAGEMENT**

Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, and poor quality of deliverables.

Depending on the level of risk of this project, as assessed by the Authorized User, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk:

- i). Identification of risk factors.
- ii). Initial risk assessment.
- iii). Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.
- iv). Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.

**11. REPORTING**

The following are examples of reporting requirements which may be included in the Statement of Work by the Authorized User. [Note: In an effort to help VITA monitor Supplier performance, it is strongly recommended that the Statement of Work include "Supplier Performance Assessments". These assessments may be performed at the discretion of the Authorized User and are not mandated by VITA.]

**Weekly/Bi-weekly Status Update.** The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

**Supplier Performance Self-Assessment.** Within thirty (30) days of execution of the Statement of Work, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier

with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

**Supplier Performance Assessments.** The Authorized User may develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

**12. POINT OF CONTACT**

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: \_\_\_\_\_

Supplier: \_\_\_\_\_

This Statement of Work is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract.

By signing below, both parties agree to the terms of this Exhibit.

Supplier  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorized User  
By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E**  
**CONTRACT NUMBER VA-070601-IBM**  
**BETWEEN**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**  
**AND**  
**IBM CORPORATION**

Exhibit E is hereby incorporated into and made an integral part of Contract Number VA-070601-IBM ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and IBM Corporation. ("IBM" or "Supplier").

In the event of any discrepancy between this Exhibit E and Contract No. VA-070601-IBM, the provisions of Contract No. VA-070601-IBM shall control.

**Concurrent User License Guidelines**

**Concurrent User License Guidelines Table**

A regular customer needs assessment should reveal the necessary information to determine the planned usage of a Panagon application. Based upon the planned usage, you and your customer may then determine the appropriate quantity of concurrent User Licenses. The key factors in determining the quantity of concurrent User Licenses are the Typical User Profile (Full Time, Frequent & Occasional) and Average Length of Sessions (Long-use, medium-use, and short-use).

Here are some general definitions for these factors, however, the relative definition of the terms for a specific application is also important to consider.

**Typical User Profile** – The volume of use expected per user of an application

- Full Time – This is the user's main application and information access is continual during the completion of work
- Frequent – Information access is often required during the completion of work such as on a multiple times per day or week basis
- Occasional – Information access is sporadic such as on a few times per week or month basis

**Average Length of User Sessions** – as determined by the time a user is logged onto a FileNET system

- Continuous Sessions – Covers the entire work period for a user
- Short-use, Medium-use and Long-use Sessions – sessions involving a single document access for a quick retrieval of desired information is an example of a short-use session while sessions involving single or multiple document accesses where complete review, research or editing are performed is an example of a long-use session

The table below provides a graphical representation of the typical user profile of each concurrent User License type and a suggested concurrency ratio based upon the average length of user sessions as represented by most IDM Services and Content Services applications in use today. It is important to define the population of users and their applicable use case scenario for each application prior to determining the appropriate User License type and concurrency ratio.

**Concurrent User License Guidelines**

<u>Concurrent User Type</u>	<u>Typical User Profile</u>	<u>Suggested Concurrency Ratio (# of Users per Concurrent Access)</u>
Named User License	Full Time	1:1 for continuous sessions
Concurrent User License	Frequent	2:1 for long use sessions 5:1 for medium use sessions 10:1 for short use sessions
eBusiness User License*	Occasional	25:1 for long use sessions 50:1 for medium use sessions 100:1 for long use sessions

***\*Required minimum of 50 licenses.***

Notes:

1. User License quantity should be modeled to handle peak use situations
2. Capture devices require a User License for connection
3. These guidelines apply to all User License technologies, e.g., Image Services, Content Services, WorkFlo Services, eForms for Image Services or Content Services, Report Manager, Content Manager, Business Process Manager, Records Manager, Team Collaboration Manager, Compliance Framework, Image Manager Active Edition, eForms for P8, and connectors.



Commonwealth of Virginia  
Virginia Information Technologies Agency

**ENTERPRISE CONTENT MANAGEMENT SOFTWARE LICENSE CONTRACT**

**Optional Use Contract**

Date: June 27, 2007

Contract #: VA-070601-IBM

Authorized User: All public bodies, including VITA, as defined by §2.2-4301  
And referenced by §2.2-4304 of the Code of Virginia

Contractor: IBM Corporation  
9201 Arboretum Parkway  
Richmond, VA 23236

Contact: Rich Delaney  
Phone: 703-653-7637  
Email: [delaneyr@us.ibm.com](mailto:delaneyr@us.ibm.com)

FIN: 13-0871985

Term: June 8, 2007 – June 7, 2010

Payment: Net 30 days

For Additional Information, Please Contact:

Supply Chain Management  
Virginia Information Technologies Agency

Mike Novak  
Phone: 804-371-5563  
E-Mail: [mike.novak@vita.virginia.gov](mailto:mike.novak@vita.virginia.gov)  
Fax: 804-371-5969

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.vita2.virginia.gov/procurement/contracts.cfm>



**EXHIBIT F**  
**CONTRACT NUMBER VA-070601-IBM**  
**BETWEEN**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**  
**AND**  
**IBM CORPORATION**

Exhibit F is hereby incorporated into and made an integral part of Contract Number VA-070601-IBM ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and IBM Corporation. ("IBM" or "Supplier").

In the event of any discrepancy between this Exhibit F and Contract No. VA-070601-IBM, the provisions of Contract No. VA-070601-IBM shall control.

**Certification Regarding Lobbying**

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

- i). 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.
- ii). 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.
- iii). 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: \_\_\_\_\_

RICHARD DELANEY

Organization: \_\_\_\_\_

IBM

Date: \_\_\_\_\_

6/4/07

## Appendix C: Product Descriptions and Architecture

### ***IBM FileNet P8***

IBM FileNet P8 is a reliable, scalable and highly available enterprise platform that enables you to capture, store, manage, secure and process information to increase operational efficiency and lower total cost of ownership. FileNet P8 enables you to streamline and automate business processes, access and manage all forms of content, and automate records management to help meet compliance needs.

The FileNet P8 platform offers enterprise-level scalability and flexibility to handle the most demanding content challenges, the most complex business processes, and integration to all your existing systems.

- Improves business performance and flexibility through a single, open and standards-based enterprise architecture
- Provides easy access to all content through a single enterprise catalog for the management of any type of content in independent, dispersed repositories
- Supports the world's leading databases and application servers as well as the leading compliance storage technologies
- Delivers an XML Web Services-enabled framework for developing applications that efficiently manage information throughout the enterprise
- Lowers total cost of ownership by integrating with existing enterprise infrastructures and supporting leading IT platforms
- Provides a platform for customers to leverage FileNet, an IBM Company's ECM capabilities for a wide range of enterprise scalable solutions
  - IBM FileNet Content Manager,
  - IBM FileNet Business Process Manager,
  - IBM FileNet Business Process Framework
  - IBM FileNet Email Manager,
  - IBM FileNet Forms Manager,
  - IBM FileNet Records Manager,
  - IBM FileNet Team Collaboration Manager and
  - IBM FileNet Image Manager Active Edition
  - IBM FileNet Business Activity Monitor (BAM)
  - IBM FileNet Records Crawler
  - IBM FileNet Compliance Framework (CF)
  - IBM FileNet Application Connector for SAP
  - IBM FileNet Portal Integration for mySAP
  - IBM FileNet Rendition Engine
  - IBM FileNet System Designer ( The FN P8 Toolkit)

- IBM FileNet Content Federation Services
- IBM FileNet Capture Professional File Import
- IBM FileNet DocProcessing
- IBM FileNet Capture Toolkit
- IBM FileNet Fax
- IBM FileNet Process Analyzer
- IBM FileNet Process Simulator

## ***Describing IBM FileNet Product Suites***

### ***IBM FileNet Content Manager***

IBM FileNet Content Manager is a comprehensive ECM solution for managing any type of digital content and uniquely combines document management with out-of-the-box workflow and process capabilities to automate and drive your content-related tasks and activities. It is designed to activate your company's documents and content by delivering the right content to the right place at the right time - to support the decision-making process at any level of an organization. Content Manager's secure and unparalleled scalable environment integrates directly with desktop and line of business applications so business users can easily manage, find, share, and repurpose content.

Through its event-driven architecture, Content Manager activates content to provide easy, secure access, and to manage document lifecycles and approvals - helping to ensure that the best, most relevant information is immediately available for better business decisions.

Content Manager improves business agility and organizational efficiency by:

- Supporting timely decision-making throughout an organization
- Providing access to the information and knowledge contained in your documents and content
- Enabling users to interact with content from their favorite desktop and portal environments
- Activating documents and content so they can drive tasks to resolution rather than being passive overhead
- Automating approval workflows, content transformation and document publishing

### ***IBM FileNet Business Process Manager***

IBM FileNet Business Process Manager is a proven solution that increases process performance, reduces cycle times, and improves productivity by automating, streamlining, and optimizing complex processes by managing the flow of work throughout your enterprise. Standards based, flexible and customizable to a wide range of industries, Business Process Manager can be deployed quickly and scales easily to the needs of your business, creating a unified business process management infrastructure that connects users and applications.

Its event-driven and highly scalable architecture activates content to efficiently process millions of transactions, supporting thousands of users. Real time and historical tracking of these processes combined with process analysis and simulation capabilities allows maximum utilization of resources and process optimization.

Business Process Manager helps turns business performance into a competitive advantage by:

- Increasing agility and accelerating responsiveness to business or transaction events
- Optimizing operational efficiency and resource utilization
- Enforcing corporate standards and improving process consistency
- Shortening process cycle times while enabling better decisions
- Reducing complexity of integrating people, processes and existing systems

### ***IBM FileNet Business Process Framework***

IBM FileNet Business Process Framework is an application development framework that allows organizations and FileNet partners to quickly develop and deploy Business Process Management applications. Adopting a standardized technology infrastructure that forms the basis of all solutions within an organization allows them to exercise control and consistency when delivering business applications. Business Process Framework uniquely delivers a configurable case-based development environment that can be used to create customized vertical applications across the enterprise, maximizing application re-use and substantially reducing the cost of development, time to deployment, and overall cost of ownership of business process applications.

BPF is a mature and proven case-based application development framework built on IBM FileNet's P8 process and content architecture and is addressing the needs of organizations across many industries and countries around the world.

Business Process Framework helps organizations accelerate the speed of deploying new Business Process Management applications, while minimizing development costs and ongoing Total Cost of Ownership (TCO), by:

- Providing a highly configurable environment, and empowering organizations to achieve faster deployment of applications to their internal customers without requiring additional time and resources to create custom code
- Reducing the amount of new, unproven code used in a given project and ensuring consistent code that is easy to maintain
- Including built-in work management capabilities, such as "push" or "pull" work distribution, rolebased work allocation, case filtering, case prioritization, type-ahead pick lists, and a full case log and audit trail, all of which are vital for businesses with case management applications
- Enabling organizations to easily tailor the FileNet solution based on their unique requirements and maintain it over time

## ***IBM FileNet Email Manager***

IBM FileNet Email Manager automates the process of capturing email messages and declaring them as business records. This alleviates email storage issues while offering opportunities for improving business performance.

Email Manager is a rules-based email management solution that simplifies the management of corporate email and is transparent to the end user. Email messages and their attachments matching specific business rules are automatically indexed and archived in a FileNet repository. Automatic capture reduces the chance of error and reduces the workload on end users.

Automation does not stop with the capture process, but extends through the entire life of the message. Messages are kept for the required period, destroyed when they should be and discoverable when it counts.

Email Manager is the industry's only intelligent email management solution that is:

- **Seamlessly integrated:** Leverages IBM FileNet's industry leading ECM solutions, including out-of-the-box integration with IBM FileNet P8.
- **Automated:** Selectively captures email messages based on the value of the content and automates the entire email lifecycle.
- **Enforced:** Alleviates burden from end-users and systems administrators by invisibly enforcing consistent compliance and email policies throughout the enterprise

## ***IBM FileNet Forms Manager***

IBM FileNet Forms Manager provides everything needed to easily design, deploy and process electronic forms (eForms) - across the enterprise to help speed business decisions. Forms Manager enables businesses to quickly transform cumbersome paper forms into fully interactive eForms that directly connect to the applications that drive your business - reducing costly errors, streamlining operations and increasing overall customer responsiveness.

Forms Manager provides a rich and intuitive design environment that enables general business users to create, deploy and process eForms and associated data without extensive Web development or JavaScript experience. Forms Manager integrates with an enterprise's existing infrastructure to ensure forms are widely accessible by supporting a variety of operating systems and browsers. It enables users to view any form, any time, at any given point in a process and supports digital signatures and tracking for audit trails to meet regulatory compliance requirements.

Forms Manager helps companies significantly reduce costs and improve service levels by:

- Reducing form-filling time and discrepancies by ensuring data accuracy and completeness - so that work is quickly done right – the first time
- Optimizing operational efficiency and resource utilization
- Supporting collaboration and virtual team environments around the globe via easy access to eForms over the Web

### ***IBM FileNet Records Manager***

IBM FileNet Records Manager is designed to uniquely combine content, process and connectivity to automate and streamline all records-based activities, eliminate unnecessary end user participation, enforce compliance, and create business advantage through a compelling return on investment.

The key differentiator in Records Manager is its innovative FileNet ZeroClick solution, which is designed to enforce records management policies at the technology layer, eliminating user related error, time and cost factors, and ensuring best-practice records management.

Records Manager supports the entire lifecycle of your records. With its Content Federation Services, organizations can access content from numerous repositories anywhere in the enterprise and federate this information to provide a single enterprise source for critical business content. Content and documents, including email messages, can be automatically declared as corporate records across multiple repositories and centrally managed to provide transparent enforcement of records management policies.

Enforcement and compliance become both achievable and cost effective - to get into compliance and stay in compliance. By leveraging IBM FileNet's BPM capabilities, Records Manager enables you to manage the compliance and records management processes as well as prove adherence to policy.

### ***IBM FileNet Team Collaboration Manager***

IBM FileNet Team Collaboration Manager is designed to promote more effective and efficient group decision-making by removing barriers between people, data and processes.

Team Collaboration Manager provides the contextual framework and collaboration tools, including discussion forums, live meetings, and interactive polls, to enable group members to share information and participate in processes to facilitate group decision-making. These tools help organizations speed time to market, reduce costs, and enhance employee productivity and customer satisfaction.

Team Collaboration Manager captures all related content and streamlines processes to promote knowledge exchange and improve decision-making, and enforces corporate-best practice execution and regulatory compliance.

Team Collaboration Manager can help your organization:

- Increase team interaction through the capturing and sharing of ideas, issues and comments from team members
- Shorten exception/resolution cycle times with complete record of decision-making process
- Increase project speed
- Provide audit trails to support decisions

### ***IBM FileNet Image Manager Active Edition***

IBM FileNet Image Manager Active Edition is the market-leading imaging solution that delivers proven, highly scalable, high-performance access to billions of objects for thousands of users and integrates seamlessly with other enterprise applications and systems. Companies can securely and permanently store immense volumes of fixed information in a robust and highly available environment.

Image Manager Active Edition provides comprehensive image management that helps organizations control, share, and quickly access critical business information. It extends the reach of critical information to all constituents to ensure information accuracy, consistency, and timeliness.

By integrating critical content with business applications and processes, Image Manager ActiveEdition makes the right information immediately available to the people who need it, helping them make better decisions, faster by:

- Accelerating access to critical content and documents
- Increasing operational effectiveness and reducing costs
- Maintaining high levels of availability and security for corporate assets
- Preventing corruption and loss of critical content and documents due to unexpected disruptions
- Integrating content with current business systems to enhance the value of existing investments.

### ***IBM FileNet Business Activity Monitor (BAM)***

Business Activity Monitor (BAM) is a functional expansion to the BPM suite. BAM provides continuous, up-to-date visibility into business operations and key performance indicators, allowing customers to manage the performance of their business processes as efficiently as possible.

### ***IBM FileNet Records Crawler***

IBM FileNet Records Crawler is the only automated solution for managing network file shares with FileNet P8 which enables index properties to be assigned automatically to each document based on pre-defined business rules. On either a continuous or scheduled basis, Records Crawler actively searches network drives for documents that are not currently stored in a FileNet repository or records management system, and enforces document control policies on those files. When Records Crawler finds documents that match established policies, it analyzes those files using configurable business rules and takes appropriate action such as:

- Import the document into the FileNet repository, and create a shortcut in the file system so that users and/or business processes may still access the file as normal

- Tag the document as processed, and import a proxy object into the FileNet repository, while simultaneously locking down security on the document remaining on the network drive so that it may not be altered or tampered with
- Import or manage the document in place as noted above, while also declaring the document as an official corporate record within FileNet Records Manager

With support for all FileNet repositories, Records Crawler is an extensible, server-based solution designed to manage unstructured content residing on file systems as part of an overall compliance and records management strategy.

IBM Records Crawler is unique in its ability to reduce complexity, risk, time, cost and litigation concerns around data stored on network file share drives. It is the only solution that is:

- **Integrated:** Records Crawler rules and profiles pull file plan elements from Records Manager, providing instant records declaration and increased automation
- **Enforced:** Records Crawler alleviates end users, records managers and compliance officers of the burden of enforcing compliance and records policies throughout the enterprise
- **Automated:** Records Crawler selectively captures and manages records based on the value of the record, and subsequently automates the entire record lifecycle through Records Manager for complete records management
- **Simplified:** Records Crawler manages all compliance content rules from a single rules base with simplified compliance profile management

Records Crawler provides an extensible platform that will enable corporate records policies to be enforced beyond the repository. It allows organizations to quickly and easily move or manage in place large volumes of files for a multitude of business purposes, including records management and file system management. Using Records Crawler, organizations can easily gain control over the unmanaged content in file systems and network drives, thereby improving adherence to records management and compliance requirements.

### ***IBM FileNet Compliance Framework (CF)***

Compliance Framework is FileNet, an IBM Company's cost effective bundled product, where one CF User License includes all of the following capabilities:

- Content Manager
- Business Process Manager
- Records Manager
- eForms for FN P8

### ***IBM FileNet Application Connector for SAP***

Application Connector for SAP R/3 (ACSAP R/3) is a high performance document object storage and retrieval solution for SAP. Document Warehouse enhances SAP/mySAP applications by providing fast cost effective access to all needed company information.

### ***IBM FileNet Portal Integration for mySAP***

IBM FileNet Portal Integration for mySAP provides a complete set of tools to integrate IBM FileNet Enterprise Content Management (ECM) solutions into the unified mySAP Portal already deployed throughout your enterprise. Portal Integration for mySAP delivers the information needed to make faster and more accurate decisions by improving operational efficiency and leveraging information resources. The solution can be quickly implemented with its easy-to-use tools, requires no additional training, and delivers tangible benefits to your organization immediately.

A unified view of applications, content, and processes that improves user productivity, increases customer satisfaction and optimizes business efficiency, is fast becoming a strategic imperative for corporate success. mySAP Enterprise Portal and FileNet ECM deliver a total ECM solution that leverages and repurposes enterprise content using a familiar, unified interface.

Portal Integration for mySAP integrates FileNet content into the unified mySAP Enterprise Portal

to access and manage content in FileNet repositories, and gives organizations the ability to make better decisions faster and thus compete more effectively by:

- Integrating FileNet content into the unified mySAP Enterprise Portal, providing full access to valuable information from any desktop in the enterprise
- Providing a unified view of all enterprise content, thus improving operational efficiency, increasing user productivity, and increasing customer satisfaction

### ***IBM FileNet Rendition Engine***

This product works with the CM, BPM, RM, TCM, WCM, CF and Image Manager Active Edition system. It is used to publish documents to PDF and HTML formats.

### ***IBM FileNet System Designer ( The FN P8 Toolkit)***

This is the Toolkit for the IBM FN P8 CM, BPM, RM, WCM, TCM, CF and IMAE system. It is required to modify or customize any part of the Content Engine, Process Engine, Application Engine, Workplace or Workbench.

### ***IBM FileNet Content Federation Services***

IBM FileNet Content Federation Services (CFS) leverages the value of enterprise content by providing access to multi-vendor repositories, as well as existing FileNet repositories, to draw on critical information anywhere in the enterprise. CFS enables customers to access content from numerous heterogeneous repositories and truly federate this information to provide a single enterprise source for managing critical business content. CFS allows enterprises to search, catalog, classify, secure, retain, comply, activate, update, and delete content residing in repositories across the enterprise.

Content Federation Services delivers the capabilities needed to deliver true enterprise content management by:

- Extending active content and process management to content regardless of where it is stored
- Ensuring records management compliance by extending FileNet ZeroClick capabilities to non-FileNet content
- Providing a Master Enterprise Catalog of content that can be managed throughout the content lifecycle—not just searched
- Preserving your existing investments by extending the FileNet Master Catalog to envelop your existing content
- Enabling better decision making by providing access to critical information across the entire enterprise

### ***IBM FileNet Capture Professional File Import***

A File Import license is required when images and indexes captured outside the IBM FileNet environment are imported into the system. File Import transfers files from a file server (directory) to the Content Manager. Once imported, documents are accessible for enhancement, additional indexing, assembly and committal etc., just as though they had been scanned into the system via a standard Capture Professional scanning station.

File Import can import and index any digital object such as MS Word documents, Excel spreadsheets, and video clips created outside the IBM FileNet environment. Import can be done from a non-scan Capture station.

### ***IBM FileNet DocProcessing License***

Document Processing reduces long-term operating costs, improves productivity, and saves valuable time by quickly indexing images, increasing OCR accuracy, speeding the processing of documents that contain patch codes and bar codes, and decreasing overall image file size. This license should be ordered when bar coding or image enhancements are required.

## ***IBM FileNet Capture Toolkit***

The Capture Toolkit provides a rich set of sample applications, documentation and other files necessary for developing Capture custom applications using the Capture components.

## ***IBM FileNet Fax***

IBM FileNet Fax is used to index and store incoming faxes into the Content Manager. Fax images go into a queue with Capture Professional, where they then are taken through the committal process.

## ***IBM FileNet Process Analyzer***

IBM FileNet Process Analyzer is a tool that helps companies gather intelligence and timely performance data to bring increased awareness and keen insight into crucial business processes. Process Analyzer delivers dynamic reports with historical and real-time data that enable organizations to monitor and analyze processes, optimize operations, and proactively address business trends. Built on powerful Online Analytical Processing (OLAP) technology, it tracks the performance of key enterprise processes with pinpoint accuracy to make comprehensive business visibility a reality.

Process Analyzer integrates with IBM FileNet's Enterprise Content Management (ECM) applications to provide dynamic reports of real-time and historical data. It delivers the high-powered capabilities needed to monitor and analyze the status of operational processes, achieve pure process optimization, and produce tangible results. With a clear view of what works and what doesn't,

organizations can use Process Analyzer to make modifications on the fly, address far-reaching business trends, and make timely business decisions that maximize corporate performance and return on investment.

Process Analyzer allows organizations to ensure timely and efficient decision making by:

- Providing comprehensive and dynamic data delivery by utilizing an advanced data structure that supports high-performance queries
- Offering a complete range of dynamic reporting options to view and analyze data from a variety of perspectives, including drill down, filtering, rollover, and slice and dice
- Empowering business analysts and managers to accurately track the performance of key enterprise processes, respond to changing business demands, and maximize corporate agility
- Integrating seamlessly into FileNet BPM applications to ensure rapid, real-time reporting, extensible analysis, and the needed perspective and intelligence into process improvement to maximize ROI

### ***IBM FileNet Process Simulator***

Users are able to predict the performance of business processes prior to their deployment. IBM Net Business Process Manager provides a fully integrated process simulation capability. The Process Simulation Designer generates simulation scenarios directly from process definition created using the Process Designer.

Users create a process simulation using the Process Simulation Designer. Simulations are based on one or more business processes. The process definition(s) – which have been created in the Process Designer – are opened and are configured with additional scenario information.

- Time of simulation – the time represented by the simulation
- Work volume – the profile of work being created during the simulation
- Task information – how long each task in the process should take
- Route distribution – how work flows along the various routes in the process
- Resources – what resources are available and their associated costs
- Job descriptions – the various job functions being performed
- Availability – when the resources are performing the job descriptions

### ***Portal Integrations***

The IBM FileNet P8 Platform includes a portal integration framework that provides commonly required content and process functionality within third-party portal products. This framework currently supports BEA's WebLogic Portal and IBM WebSphere Portal, and includes portlets that provide end-user functionality such as authoring content, browsing features for accessing content, and providing a view of a user's in-box.

## ***Spicer Corporation - IMPACT Freedom***

Spicer FREEDOM leverages the FileNet P8 ECM environment and combines document visualization and redaction workflow into a complete, end-to-end compliance solution. FREEDOM's unique tools and preventive controls improve overall business performance by reducing:

- Compliance costs
- Time to compliance
- Risk management

Spicer FREEDOM also improves decision making processes by providing access to hundreds of document types across agencies and across the enterprise. Spicer FREEDOM implements visualization targeting the specific needs of compliance processing. All users, internal or external, can access documents from a common source for managed viewing, printing, markup and redaction. As with all Spicer solutions, a wide range of document types are directly handled, including Word, Excel and PDF, all within a single application. Spicer FREEDOM is a true business process management solution that reduces costs and operational risk by meeting document compliance and productivity processing requirements — all from one source.

The solution helps to:

- Eliminate manual redaction and improve productivity while reducing human error
- Establish a document compliance process that streamlines visualization, redaction/review, and publishing workflow while reducing redundant software and costs
- Increase the value of your organization by meeting FOIA, HIPAA, Privacy Act, Sarbanes-Oxley Act, and other government and enterprise information regulation requirements
- Reduce compliance consultant costs and manage compliance internally and automatically
- Reduce compliance ramp-up time and deploy and measure conformance processes quickly

### **End-to-end compliance for ALL document types**

Access, view, redact, approve, and publish hundreds of document types - PDF, TIFF, Word, Excel – from across the enterprise and government agencies. Spicer FREEDOM isn't limited to working with a few formats.

### **Proactive compliance and security**

- Cover reporting and monitoring across User/Administrator/C-levels.
- Address the complete compliance lifecycle process, including viewing, redaction, approving, and publishing.
- Provide summary information about the use of redaction and exemptions that facilitates management.

### **Document security, real-time risk reduction**

Open streamed documents from a server without saving confidential information to disk.

**Lowest total cost of ownership**

Spicer FREEDOM is the only document compliance solution that combines visualization and redaction workflow processes. Eliminate redundant view-markup and limited compliance software. FREEDOM addresses: FOIA, HIPAA, Privacy Act, eDiscovery and other compliance and regulation requirements.

## ASE Technologies

ASE's solutions and services are geared to helping organizations utilize and manage production print data throughout the enterprise.

**DataPrep OutputArchiver** is a combination of products for enabling legacy print data to be integrated with FileNet, an IBM Company's P8 Enterprise Content Management solution. OutputArchiver Native is a solution that enables organizations to store legacy print data in its native format meeting the demand for high-volume legacy operations. With ASE's OutputArchiver, organizations have the ability to integrate their legacy print data with their FileNet, an IBM Company's ECM strategy. OutputArchiver PDF is designed to allow organizations to setup automated processes for transforming legacy print into Adobe PDF format for accessing and distributing across the Internet.

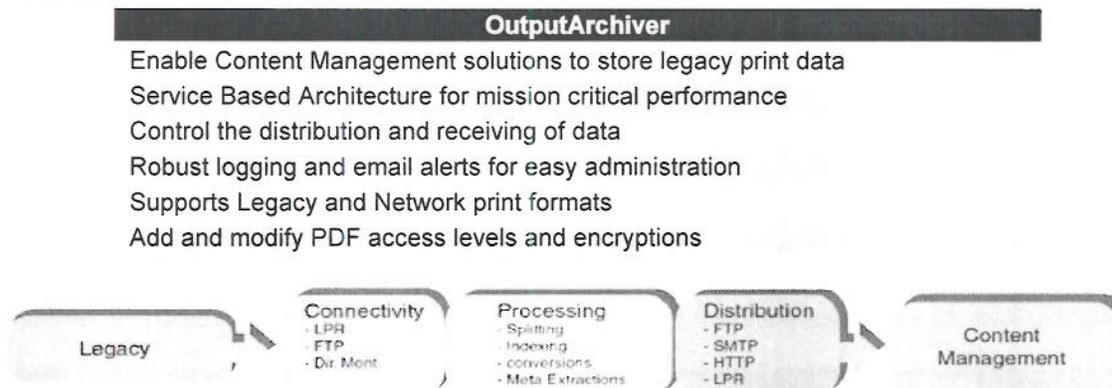


Figure 1: OutputArchiver

### OutputArchiver

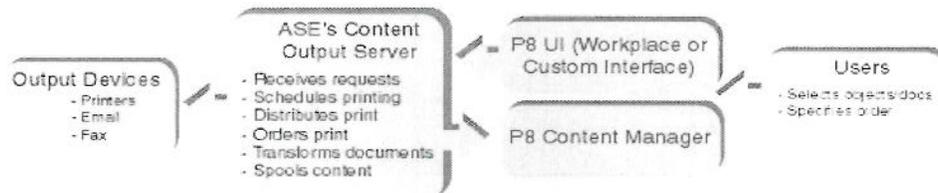
- Enable Content Management solutions to store legacy print data
- Service Based Architecture for mission critical performance
- Control the distribution and receiving of data
- Robust logging and email alerts for easy administration
- Supports Legacy and Network print formats
- Add and modify PDF access levels and encryptions

ASE's Content Output Server enables organizations to select and submit stored content in FileNet, an IBM Company's P8 Enterprise Content Manager system to any output device. Assemble print jobs from disparate applications and take full advantage of your organization's print facilities.

ASE's **Content Output Server**, Service Oriented Architecture, allows administrators to configure optimal print times and select output destinations. Users can combine multiple documents of mixed MIME formats and submit them to a target device as a single job. Content Output Server includes a webservice API to enable organizations to print from existing applications.

### OutputContent Server

Eliminate print "bottlenecks" associated with desktop printing  
Service Based Architecture for mission critical performance  
Control the distribution and receiving of data  
Save time by spooling multiple print jobs from separate applications for printing  
Eliminate the need to open documents in their native application for printing  
Reduce cost associated with manual assembly of client packets



**Figure 2: OutputContent Server**

### OutputContent Server

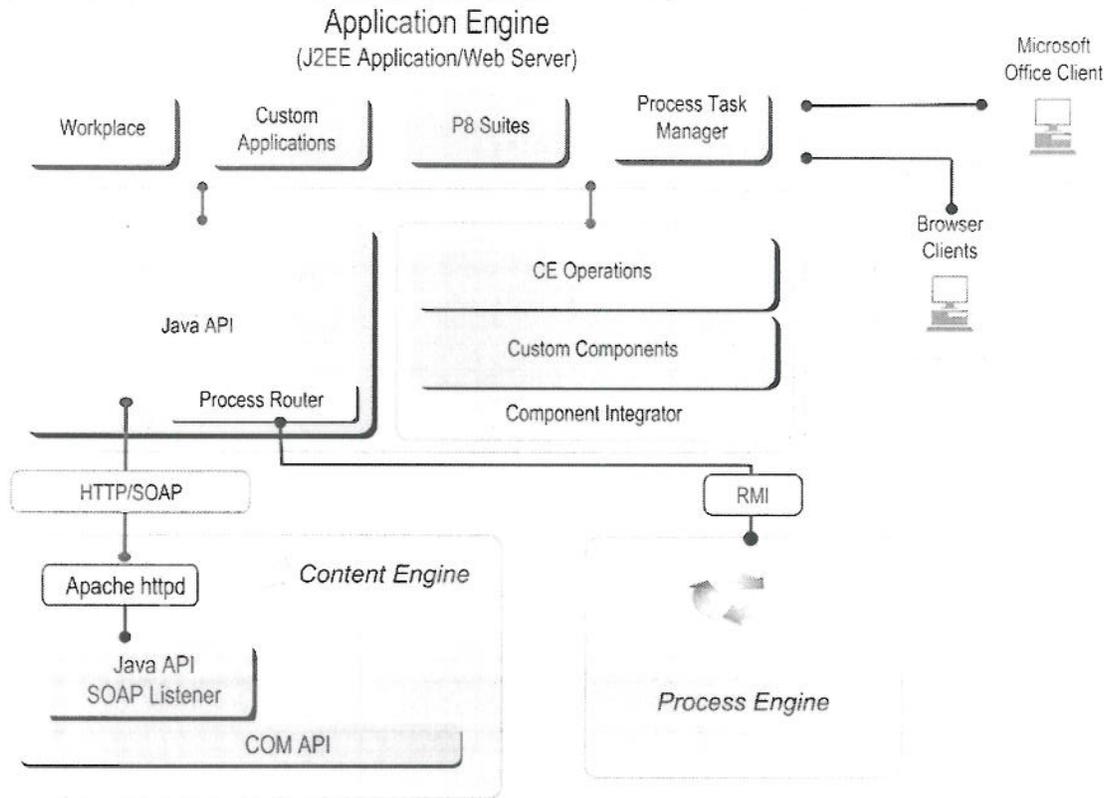
- Eliminate print "bottlenecks" associated with desktop printing
- Service Based Architecture for mission critical performance
- Control the distribution and receiving of data
- Save time by spooling multiple print jobs from separate applications for printing
- Eliminate the need to open documents in their native application for printing
- Reduce cost associated with manual assembly of client packets

## ***Glossary of Terms***

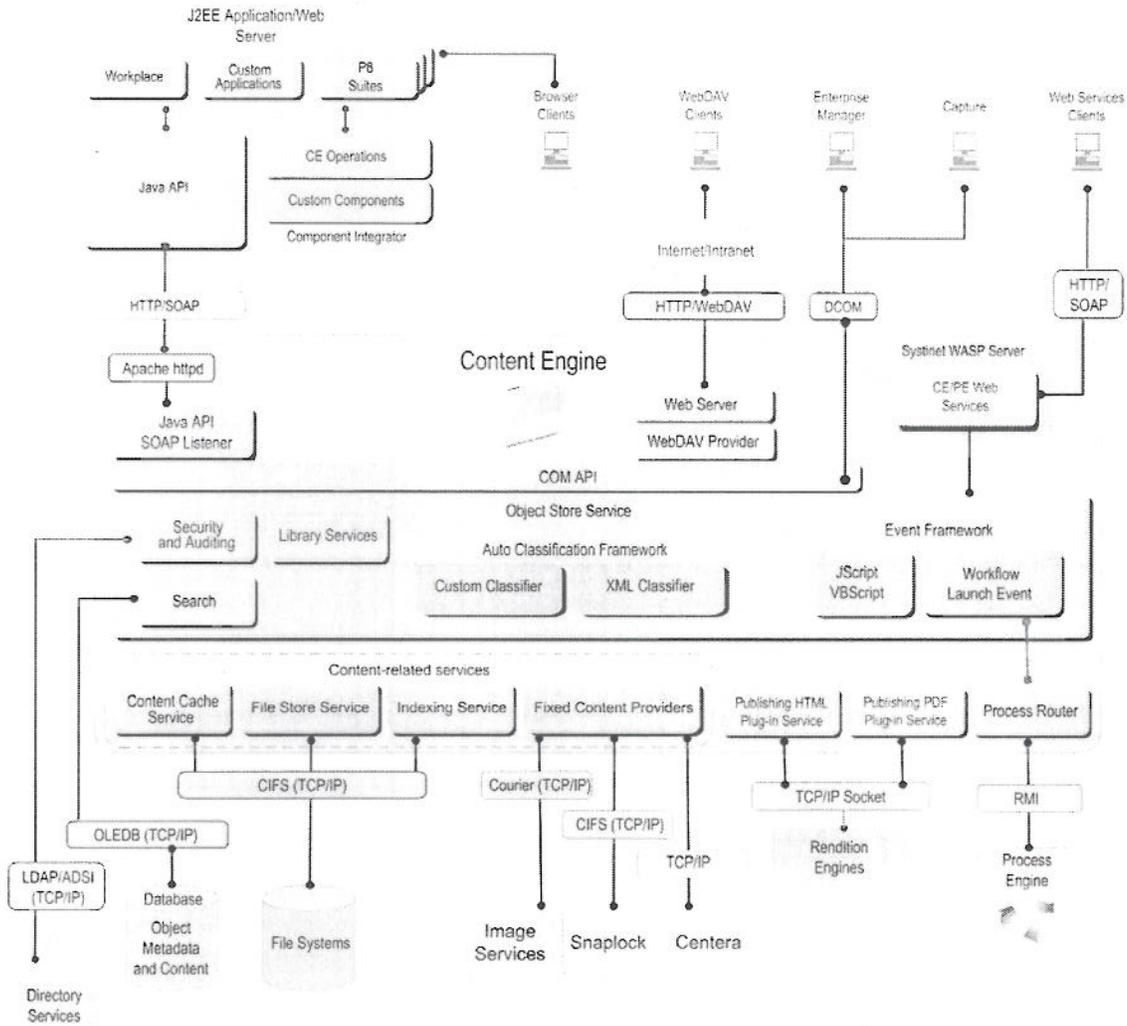
ACSAP	- Application Connector for SAP
ADR	- Advanced Document Recognition
AE	- Application Engine
AWP8	- Accelerate With P8
BAM	- Business Activity Monitor
BPF	- Business Process Framework
BPM	- Business Process Manager
CE	- Content Engine
CF	- Compliance Framework
CFS	- Content Federation Services
CM	- Content Manager
COLD	- Computer Output to Laser Disk
CPU	- Central Processing Unit
CS	- Content Services
CUL	- Concurrent User License
DART	- Document Archive Retrieval Transport
DR	- Disaster Recovery
ELA	- Enterprise License Agreement
EMM	- Email Manager
FDP	- IBM FileNet Document Publisher
HA	- High Availability
HPII	- High Performance Image Import
IDM	- Image Document Management
IMAE	- Image Manager Active Edition
IS	- Image Services
ISRA	- Image Services Resource Adaptor
MRII	- Mid Range Image Import
MSAR	- Magnetic Storage and Retrieval
OCR	- Optical Character Recognition
OSAR	- Optical Storage and Retrieval
PA	- Process Analyzer
PE	- Process Engine
PS	- Process Simulator
RE	- Rendition Engine
RES	- Remote Entry Station
RM	- Records Manager
SLU	- Simultaneous Logged-on User
SVP	- Separately Valued Products
Sys Mon	- System Monitor
TCM	- Team Collaboration Manager
WCM	- Web Content Manager
WG	- Workgroup
WSM	- Web Site Manager

Architectural Diagrams

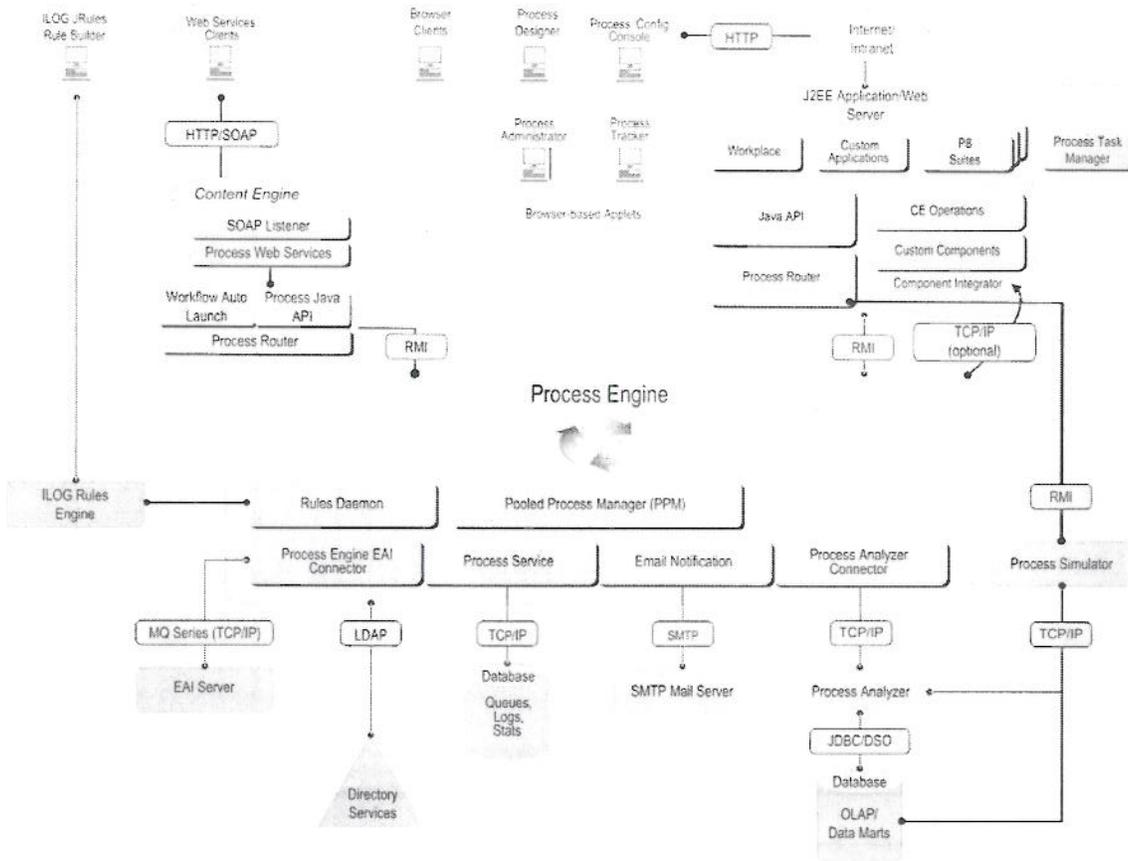
**Application Engine**



# Content Engine



# Process Engine



## Rendition Engine

