



Commonwealth of Virginia
Virginia Information Technologies Agency

**ENTERPRISE CONTENT MANAGEMENT (EMC) SYSTEMS INTEGRATION AND
SUPPORT SERVICES & SOFTWARE**

Date: October 26, 2010

Contract #: VA-071114-HCL

Authorized User: State Agencies, Institutions, and other Public Bodies
as defined in the VPPA

Contractor: HCL America, Inc.
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Vienna, Virginia 22182

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Term: November 14, 2010 – November 14, 2011

Payment: Net 30 days

For Additional Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

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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>

**MODIFICATION #1
TO
CONTRACT NUMBER VA-071114-HCL
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HCL AMERICA, INC.**

This MODIFICATION #1 is an agreement amongst the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", and HCL America, Inc., hereinafter referred to as "Supplier", relating to Contract VA-071114-HCL 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 an extension of the Contract term. The following change is hereby made to the Agreement:

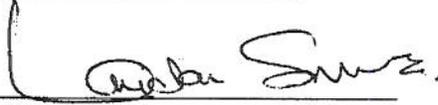
Referencing Section 3 of the Contract, "Term and Termination", the parties agree that the term shall be extended from November 14, 2010 through November 14, 2011.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-071114-HCL. Contract VA-071114-HCL cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-071114-HCL 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.

HCL AMERICA, INC.

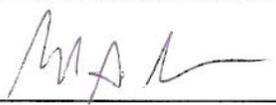
BY: 

NAME: Vasu D. Srinivasan

TITLE: Vice President, Public Services

DATE: October 20, 2010

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Michael A. Novak

TITLE: Sourcing Specialist

DATE: October 26, 2010



Information Technology Services and Software Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

HCL AMERICA, Inc.

INFORMATION TECHNOLOGY SERVICES AND SOFTWARE CONTRACT TABLE OF CONTENTS

1.	PURPOSE AND SCOPE	4
2.	DEFINITIONS	4
	A. Acceptance	4
	B. Agent	4
	C. Authorized Users	4
	D. Confidential Information	4
	E. Computer Virus	4
	F. Deliverable	4
	G. ECM Software	4
	H. ECM Software Publisher	4
	I. Party	5
	J. Requirements	5
	K. Service	5
	L. Software	5
	M. Software Publisher	5
	N. Statement of Work (SOW)	5
	O. Supplier	5
	P. VITA	5
	Q. Warranty Period	5
	R. Work Product	5
3.	TERM AND TERMINATION	5
	A. Contract Term	5
	B. Termination for Convenience	6
	C. Termination for Breach or Default	6
4.	SERVICES	7
	A. Nature of Services and Engagement	7
	B. Statement of Work (SOW)	7
	C. Compliance with ECM Software Publisher's License and Support Terms and Conditions	8
	D. Other Contractors	9
	E. Subcontractors	9
	F. Deliverable Support and Maintenance Services	10
	G. Documentation of Supplier Services	11
	H. Training	11
	I. Transition Assistance	12
5.	SERVICE SCHEDULE, ACCEPTANCE, AND CURE PERIOD	13
	A. Service Schedule	13
	B. Acceptance	13
	C. Cure Period	14
6.	LICENSE GRANT	14
7.	RIGHTS TO WORK PRODUCT	15
	A. Work Product	15
	B. Ownership	15
	C. Return of Materials	16
8.	SUPPLIER PERSONNEL	16
	A. Selection and Management of Supplier Personnel	16
	B. Supplier Personnel Supervision	16
9.	GENERAL WARRANTY	16
	A. Ownership	16
	B. Performance	16

C.	Limited Warranty Period and Remedy	17
D.	Malicious Code	17
E.	Open Source	17
F.	Supplier's Viability	17
G.	Supplier's Past Experience	17
10.	ORDERS AND COMPENSATION	18
A.	Request for Quote	18
B.	Order	18
C.	Purchase Price and Price Protection	19
D.	Invoice Procedures	19
E.	Invoice and Payment Terms	19
F.	Reimbursement of Expenses	20
G.	Supplier's Report of Sales and Industrial Funding Adjustment	20
H.	Small, Woman, and Minority-Owned Business (SWaM) Participation	21
11.	RESERVED	21
12.	CONFIDENTIALITY	21
A.	Treatment and Protection	21
B.	Exclusions	21
C.	Return or Destruction	21
D.	Confidentiality Statement	22
13.	INDEMNIFICATION AND LIABILITY	22
A.	Indemnification	22
B.	Liability	23
14.	INSURANCE	23
15.	PERFORMANCE AND PAYMENT BONDS	23
16.	SECURITY COMPLIANCE	23
17.	IMPORT/EXPORT	24
18.	BANKRUPTCY	24
19.	STEERING COMMITTEE AND GOVERNANCE	25
A.	Steering Committee	25
B.	Governance	25
20.	GENERAL PROVISIONS	25
A.	Relationship Between VITA and Authorized User and Supplier	25
B.	Incorporated Contractual Provisions	26
C.	Compliance with the Federal Lobbying Act	26
D.	Governing Law	26
E.	Dispute Resolution	26
F.	Advertising and Use of Proprietary Marks	27
G.	Notices	27
H.	No Waiver	27
I.	Assignment	27
J.	Captions	27
K.	Severability	27
L.	Survival	27
M.	Force Majeure	27
N.	Remedies	28
O.	Right to Audit	28
P.	Offers of Employment	28
Q.	Contract Administration	28
R.	Entire Contract	28

INFORMATION TECHNOLOGY SERVICES AND SOFTWARE CONTRACT

THIS INFORMATION TECHNOLOGY SERVICES AND SOFTWARE 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 HCL America, Inc. ("Supplier") to be effective as of November 14, 2007 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide enterprise content management (ECM) systems integration and support services ("Services") and software to the Authorized Users. This Contract is non-exclusive, and Services and software identical or similar to the Services and software provided by Supplier pursuant to this Contract may be provided to Authorized Users by other suppliers also under contract with VITA on behalf of the Commonwealth of Virginia or directly with the Authorized User. Authorized Users, depending on the complexity of services required and/or each supplier's available resources, have the option to select one or more suppliers to provide services and software.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful performance of the Services at the designated location, or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in accordance with the agreed specifications in the applicable order/Statement of Work.

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. 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.

E. 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.

F. Deliverable

The tangible embodiment of the Services, including the provision of Software and the development or creation of Work Product, performed or provided by Supplier as identified in the applicable Statement of Work.

G. ECM Software

The programs and code, and any subsequent releases, provided to the Authorized User by ECM Software Publisher pursuant to contract number VA-070601-IBM.

H. ECM Software Publisher

IBM, the licensor of the ECM Software provided to the Authorized Users pursuant to contract number VA-070601-IBM.

I. Party

Supplier, VITA, or any Authorized User.

J. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables described in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the VITA and Supplier or the Parties to an order or Statement of Work issued hereunder.

K. Service

Any work performed or service provided, including provision to the Authorized User of any Deliverable described in the applicable SOW, by Supplier under this Contract for an Authorized User. Service includes the discovery, creation, amendment or development of Work Product, if any.

L. Software

The pre-existing programs and code, and any subsequent releases developed or licensed at Supplier's expense, provided by Supplier under this Contract.

M. Software Publisher

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

N. Statement of Work (SOW)

Any document in substantially the form of Exhibit B to this Contract which, upon signing by both Parties to the agreement in accordance with the requirements set forth herein, shall be deemed a part of this Contract, and which describes the Deliverables, due dates, assignment duration, payment obligations and the applicable Requirements for a specific project, engagement, or assignment for which Supplier shall be providing Services to an Authorized User. Any Statement of Work shall constitute an order.

O. Supplier

Includes any individual who is an employee, agent, sub-contractor, or independent contractor of Supplier and/or its affiliates who is assigned by Supplier to perform Services under this Contract.

P. 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.

Q. Warranty Period

Ninety (90) days from Acceptance of the Deliverables by the Authorized User as outlined in the SOW.

R. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, software customizations, software interfaces, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract or any order issued hereunder. Work Product shall not include configuration of 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 and Supplier may extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period, upon written agreement. VITA will issue a written notification to the Supplier requesting 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. Nor shall expiration of this Contract affect any

ownership of Work Product by the Commonwealth or any Authorized User pursuant to this Contract. In addition, performance of an order may survive the expiration of the term of this Contract, and all terms and conditions required for the operation of such order shall remain in full force and effect until Services pursuant to such order have met the final acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may 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, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). 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 written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual dispute or order dispute to VITA or any dispute regarding an order terminated by an Authorized User for resolution according to the terms of the Dispute Resolution Section of this Contract. Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services rendered by Supplier and accepted by the Authorized User prior to the termination date. Termination of this Contract or any order shall not affect any perpetual license granted pursuant to this Contract, provided all fees for such license have been paid. Nor shall termination of this Contract or any order for Convenience affect any ownership of Work Product by the Commonwealth or any Authorized User pursuant to this Contract.

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 written "Show Cause Notice" to Supplier 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 within such thirty (30) day period, 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. VITA shall provide written notice to Supplier of such termination and Supplier shall provide 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 Deliverables provided by Supplier and accepted by the Authorized User prior to the termination date. Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such rejected Deliverable. All costs of de-installation and return of Deliverables, including any 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 or order 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. SERVICES

A. Nature of Services and Engagement

Supplier is an independent contractor engaged to perform certain Services and to provide certain software, including but not limited to systems integration and support activities on behalf of an Authorized User as set forth in any Statement of Work. Notwithstanding all Authorized User's rights to license or purchase 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.

This Contract is not intended to be or to be used as a staff augmentation contract.

B. Statement of Work (SOW)

All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit D 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, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For any time and materials type SOW, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

All changes to the Services to be provided must be described in a written change request, which includes any appropriate adjustments to the SOW. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. An SOW or any other 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. In no event shall any SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

An SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable SOW.

An SOW may be written as follows:

1. Fixed Price Type

A Fixed Price type SOW should be used when the Authorized User's requirements can be set forth in sufficient detail as to allow for a fixed price to be developed. A Fixed Price type SOW may include a cost-reimbursable line item(s) for such expenses as travel, incidentals, and materials; however, any such travel, incidental, and material expenditures must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expenses shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_1206.pdf), or a successor URL(s)). A Fixed Price type SOW should also include Deliverables and a milestone payment schedule associated with such Deliverables.

2. Time and Materials Type

A Time and Materials type SOW should be used when the Authorized User's requirements are not sufficiently defined as to allow for a fixed price to be developed. A Time and Material type SOW shall list the Services to be performed by labor category of personnel, and, for

each labor category: a) the number of hours allocated thereto, b) the hourly rate, and c) an extended price. A Time and Materials SOW may also include line item funding for travel, incidentals, and materials, as applicable; however, any such travel, incidental, and material expenditures must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expenses shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_1206.pdf, or a successor URL(s)).

A Time and Materials SOW shall contain a Not to Exceed funding limitation, which shall be considered a reasonably accurate estimate. Supplier shall notify the Authorized User in writing when billable amounts reach eighty percent (80%) of the funding limitation, and, for a time and materials type order, Supplier's notice shall include an estimate to complete the requirements of the order. Supplier shall not be obligated to incur costs in excess of such limitation, and the Authorized User shall not be obligated to reimburse Supplier for costs in excess of such limitation.

Any SOW valued at or above US\$100,000 shall be signed and approved by VITA and Supplier prior to Supplier's commencement of work pursuant to such SOW. If an SOW initially valued below US\$100,000 is modified such that the total value of such SOW after modification is at or above US\$100,000, the modification of such SOW must be approved by VITA and signed by the Supplier prior to Supplier's commencement of work pursuant to such modification.

In addition, any SOW with a period of performance of one (1) year or longer shall be signed and approved by VITA and Supplier prior to Supplier's commencement of work pursuant to such SOW. If an SOW with an initial period of performance of less than one (1) year is extended such that the period of performance is one (1) year or longer, the extension of the period of performance of such SOW must be signed by VITA and Supplier prior to Supplier's performance of work beyond one (1) year after the start of such period of performance.

C. Compliance with ECM Software Publisher's License and Support Terms and Conditions

VITA, on behalf of the Commonwealth of Virginia, has entered into a contract (VA-070601-IBM) with ECM Software Publisher pursuant to which all Authorized Users may order ECM Software and maintenance and support services. The contract sets forth the terms and conditions under which ECM Software is licensed by the Commonwealth or the Authorized User, as applicable. The license grant allows for "access to and use of the [ECM] 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."

Supplier shall at all times comply with the terms and conditions of the license grant within such contract.

In addition, VITA's contract with ECM Software Publisher contains provisions of ECM Software support. Should an Authorized User or a third party service-provider, including Supplier, not comply with such provisions of ECM Software support, ECM Software Publisher will be under no obligation to provide ECM Software support or maintenance other than rights to new versions of the ECM Software. ECM Software Publisher's conditions of ECM Software support include, but are not limited to:

- i). ECM Software must be unmodified (except as authorized by ECM Software Publisher) and operated in accordance with ECM Software Publisher's documentation.
- ii). Any ECM Software labeled "FileNet Certified Professional Installation Required", must be installed and upgraded by FileNet Certified Professional ("FCP") technicians according to published specifications, unless otherwise agreed to by ECM Software Publisher.
- iii). Authorized User must perform ECM Software back-ups in accordance with the ECM Software Publisher's documentation.

- iv). ECM Software Publisher must be notified of any ECM Software failure and must be allowed reasonable access to the ECM Software for performing support activities.
- v). Any alterations, additions, adjustments or repairs that are made to the ECM Software must be made by authorized representatives of ECM Software Publisher, or at the direction of or in coordination with ECM Software Publisher.

Supplier acknowledges that ECM Software support and maintenance are of considerable importance to the Authorized User. Therefore, if Authorized User elects to receive support and maintenance from ECM Software Publisher, Supplier shall ensure that its Services for such Authorized User comply with the ECM Software Publisher's conditions of ECM Software support. Should Supplier fail to do so, Supplier shall, at the request of the Authorized User, (a) return the ECM Software to supportable condition in accordance with the ECM Software Publisher's requirements, or (b) provide or acquire for the Authorized User support and maintenance on the ECM Software, and secure rights to new versions of the ECM Software, at a charge to the Authorized User no greater than the charge the Authorized User would have paid to ECM Software Publisher for such support and maintenance. Supplier's failure to accomplish the foregoing may be deemed a material breach of this Contract.

D. Other Contractors

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 ("Content Management Vendor(s)"), including Supplier, for technical support and advice, systems integration, and content management services, which may include, but not be limited to, integration of legacy systems with the ECM Software, conversion of content currently stored on or maintained by legacy systems, and transition of such content to the ECM Software. Supplier shall coordinate with any other 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 by the ECM Software, to provide suitable, non-conflicting technical interfaces, and to avoid duplication of effort.

In addition, and if requested by the Authorized User, Supplier shall coordinate with ECM Software Publisher to ensure that any configuration activities performed by Supplier do not constitute alterations, additions, adjustments or repairs to the ECM Software that may void ECM Software Publisher's warranties, liabilities, or indemnities.

VITA or any Authorized User may hold other contracts for additional or related work, including but not limited to independent verification and validation (IV&V) work for this Contract. Supplier must fully cooperate with all other contractors and Authorized User employees and coordinate its work with such other contractors and Authorized User employees as may be required for the smooth and efficient operation of all related or additional work. Supplier may not act in any way that may unreasonably interfere with the work of any other contractors or the Authorized User's employees. Further, Supplier must fully cooperate with any IV&V contractor assigned to this Contract. Such cooperation includes expeditiously providing the IV&V contractor with full and complete access to all Deliverables, Work Product, records, materials, personnel, meetings, and correspondence as the IV&V contractor may request.

Supplier must include the obligations of this provision in all its contracts with its subcontractors that work on this Contract.

E. Subcontractors

Supplier shall not use subcontractors to perform the Services unless specifically authorized in writing to do so by the Authorized User. Supplier represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. If an order issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to

the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

F. Deliverable Support and Maintenance Services

If ordered by an Authorized User, Supplier shall provide the following Services, at the prices identified in Exhibit D, to such Authorized User to maintain the Deliverables in accordance with the Requirements:

1. Known Defects

Promptly notify all Authorized Users of any defects or malfunctions in any Software Deliverables or Documentation of which it learns from any source, and (i) correct such defects or malfunctions for all Authorized Users or provide a correction of any such defects or malfunctions to all Authorized Users during the Warranty Period, or (ii) provide to all Authorized Users a work around until corrected, within five (5) days of Supplier’s knowledge of such defect or malfunction.

2. Software Updates

Provide to all Authorized Users no later than the first day of general release, copies of any Software and Documentation revised to reflect any updates or upgrades made by Supplier or Software Publisher.

3. Coverage

From 8 a.m. to 6 p.m. local time, Monday through Friday, excluding Commonwealth holidays, provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Deliverables.

4. Service Levels

Response and resolution times for problems are identified in the table in Section 4.F.7 “Remedies”.

The level of severity (e.g., 1, 2, 3) shall be defined by such Authorized Users.

5. Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional support, licensing or maintenance fees in order to receive Software Updates.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

6. Escalation Procedures

For any technical or commercial issue, contact the Project Manger assigned to the associated Statement of Work. The next level is the Senior Account Manager/Engagement Manager assigned to the Contract. The last level of escalation is the Vice President – Government Solutions of Supplier

7. Remedies

Type	Description	Response	Restore
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		Time	Time
Critical	Leads to failure or abnormal termination of the system and has direct impact on business deliverables	6 hours	1 day
Major	Leads to loss of functionality without any workaround. Because of this defect, user is not able to perform the function correctly.	8 hours	4 days
Minor	Leads to loss of functionality with simple workaround. User is able to perform the function.	48 hours	7 days
Trivial	Cosmetic or presentation errors. No loss of functionality	4 days	15 days

If Supplier is unable to restore the Deliverable to a condition in which such Deliverable meets, in all material respects, the Requirements or the Software Publisher's specifications, as applicable, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of the Deliverable, and (a) during the Warranty Period, return all monies paid by such Authorized User for the rejected Deliverable and Documentation or (b) during any subsequent Maintenance Period, return all monies paid by such Authorized User for the returned Deliverable and Documentation, pro-rated using the straight-line method for an estimated Deliverable life cycle of seven (7) years. Authorized User shall discontinue use of any Deliverable or product.

Credits and rebates as specified in the applicable SOW, or specified herein, are remedies available to all Authorized Users in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

8. Maintenance Period and Renewal

The Maintenance Period shall be a term of one (1) year beginning at the end of the Warranty Period, as agreed to by both Parties and renewable at the Authorized User's request. Supplier shall notify the Authorized User not less than sixty (60) days prior to the expiration of the Maintenance Period, and the Authorized User, at its sole discretion, may renew Maintenance Services for an additional one (1) year period. Supplier shall use its reasonable efforts to provide Maintenance Services available for each Deliverable for a period of at least five (5) years from Acceptance by the Authorized User. Cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

G. Documentation of Supplier Services

Any documentation necessary for an Authorized User to have full benefit of the Deliverables shall be included and specified in the scope of the SOW.

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

Additionally, Supplier shall provide to each Authorized User full and complete documentation of all Services, including any business process reengineering (BPR) or change management (CM) activities. Such documentation shall be sufficiently detailed such that an employee or contractor of the Authorized User may repeat the steps of the Service within its organization.

Documentation shall be provided to the Authorized User at the time of delivery of the Deliverable or the configured software, or, for all other Services, in accordance with the schedule set forth in the applicable SOW.

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 Deliverables and may duplicate such documentation and include it in an Authorized User document or platform. However, in case of third party licenses, Authorized User may use the applicable documentation only in accordance with the licensing rights granted by such third party. Authorized User shall continue to include Supplier's, or third party, copyright notice.

H. Training

Any training necessary for an Authorized User to have full benefit of the Service shall be included and specified in the scope of the SOW.

Supplier shall provide training to Authorized User personnel or contractors on the use and functionality of the Deliverables and Services. The training will be complete and sufficient so that the trainees can operate the features of the Deliverables independently and are capable of training additional users. Supplier and Authorized User will train end users.

In addition, Supplier shall, throughout the term of the Contract, provide to VITA and all Authorized Users receiving Supplier's Services, at no additional cost, information Supplier deems relevant to implementing DoD 5015.2-STD and NARA policies, achieving and providing reasonable assistance to VITA and Authorized Users in their maintaining compliance with the Sarbanes-Oxley Act of 2002 (SOX) and the Health Insurance Portability and Accountability Act (HIPAA), and ensuring confidentiality and protecting proprietary data.

I. Transition Assistance

Upon execution of an order or Statement of Work pursuant to this Contract, Supplier and Authorized User will develop a transition plan ("Transition Plan") detailing each Party's respective tasks in connection with the orderly transition and migration of the Services to Authorized User or a third party service provider, such transition and migration to occur upon termination or expiration of the Contract or the applicable order.

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order for any reason, Supplier will, at Authorized User's option, continue to provide Services for up to three (3) months after the date of expiration or termination in order to facilitate Authorized User's transition to a new service provider, and Supplier shall provide such reasonable assistance as may be requested by Authorized User to effectuate such transition. In the event of termination, VITA and/or Authorized User agrees to pay to the Supplier, the fee for such Transition Plan as mutually agreed between the Parties.

The Transition Plan shall include, at the request of the Authorized User, a detailed plan to develop Authorized User self-sufficiency or to transition operation and management of the Services to Authorized User, VITA, or a third-party vendor under contract with VITA or the Authorized User. At Authorized User's request and pursuant to an order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency in performing the Services. During and/or after the transition period, Authorized User may, at its sole discretion, elect to order or continue support Services from Supplier. Supplier's assistance Services in transitioning to self-sufficiency may include training of developers, testers, administrators, operational support personnel and end-users of the Authorized User's ECM system prior to, during and post implementation of the system. Supplier may be asked to determine training needs and develop a training strategy.

During the transition period, Supplier shall provide all information regarding the Services or as otherwise needed for a transition, including data conversion, interface specifications, and any related services. Supplier shall provide for the prompt and orderly conclusion of all work, as Authorized User may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to Authorized User or its designee.

In addition, VITA may, in accordance with the Virginia Public Procurement Act, award a successor contract prior to the final expiration date of this Contract, and VITA, or any Authorized User, may issue orders to the successor contractor prior to the expiration date of this Contract. Supplier acknowledges that the services provided under this Contract are vital to the Commonwealth and all Authorized Users and must be continued without interruption and that upon expiration or termination of this Contract, a successor, either an Authorized User or another contractor, may continue services identical or similar to the services provided by Supplier. Supplier shall exercise its best efforts and cooperation to effect an orderly and efficient transition of services to any successor entity.

Supplier shall maintain adequate administrative and management support for any orders that extend beyond expiration of this Contract until the end of the performance period specified in each such order. The Supplier shall provide phase-in, phase-out services, at no additional cost to any Authorized User, as long as such Authorized User has an active order. Appropriate task management personnel shall meet with any successor contractor to coordinate task transition.

Supplier may be required to transition order-specific items such as Government- or Supplier-furnished supplies, materials, equipment, and services.

The obligations set forth in this section and in any Transition Plan developed pursuant to an order issued pursuant to this Contract may extend beyond expiration or termination of the Contract for a period not to exceed three (3) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Nonprocurement Programs, Supplier shall perform such obligations at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall perform such obligations at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

5. SERVICE SCHEDULE, ACCEPTANCE, AND CURE PERIOD

A. Service Schedule

1. Scheduling

Supplier acknowledges that VITA's contract with ECM Software Publisher includes certain timelines for installation, testing, and acceptance of the ECM Software, that meeting such timelines is critical to the Authorized User's ability to conduct quality assurance with respect to the ECM Software, and that Supplier's activities, and performance may affect the Authorized User's ability to meet such timelines. Supplier, therefore, agrees that failure to perform any installation Services of the ECM Software in accordance with the schedule set forth in the applicable SOW shall constitute a material breach of this Contract, resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to five percent (5%) of the total ECM Software license fee.

2. Installation

Should Supplier install more than the number of licenses to the ECM Software purchased by the Authorized User, Supplier shall promptly notify Authorized User and report the net number of additional copies of the ECM Software deployed. Should the additional license installations result in additional license fees for the Authorized User, Supplier shall, at the request of the Authorized User, pay such additional license fees and any required maintenance fees therefore.

3. Responsibility for Coordination of Delivery with Third Party Contractors

Supplier is responsible for the timely coordination of delivery, installation and completion of the Deliverables set forth in any SOW. Where the SOW requires delivery and/or installation of third party products or services to be furnished by or through Supplier, Supplier is responsible for coordinating delivery and installation with third party contractors, and shall be liable for any cost(s) of reinstating standard manufacturer's warranty or acceptance periods which have lapsed due to untimely coordination by Supplier. Where the Authorized User is responsible for delivery and/or installation of third party products or services, Supplier is responsible for furnishing the delivery schedule to such Authorized User and such Authorized User is responsible for timely delivery pursuant to that schedule.

B. Acceptance

Service(s) and Deliverables shall be deemed accepted when the Authorized User determines that such Service(s) and Deliverables meet the Requirements or written criteria set forth in the applicable SOW. At a minimum, Acceptance criteria for Services and Deliverables shall ensure that all of the functionality described in the Requirements set forth in Exhibit A and required by the Authorized User in the applicable SOW has been delivered to the Authorized User. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within seven (7) days after receipt of the Service or Deliverable. Acceptance testing will be no longer than thirty (30) days, or such longer

period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in Exhibit D. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during the period of such Acceptance testing.. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Service(s) and Deliverables shall also be deemed accepted if the Authorized User does not notify the Supplier of its acceptance or rejection of such Service(s) or Deliverable within the Acceptance testing period of thirty (30) days.

C. Cure Period

Supplier shall correct any non-conformities identified in writing by the Authorized User and shall thereafter re-submit such previously non-conforming Service or Deliverable for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier. In the event that Supplier fails to deliver a Service or Deliverable which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service or Deliverable in its entirety, and any Service or Deliverable rendered unusable due to the non-conforming Service or Deliverable, and recover amounts previously paid hereunder for all such Services and Deliverables; (ii) issue a "partial Acceptance" of the Service or Deliverable with an equitable adjustment in the price as agreed to in writing with the Supplier to account for such deficiency; or (iii) conditionally accept the applicable Service or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service or a Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Services to be provided thereunder by Supplier. Supplier shall accept return of the non-conforming Deliverable, and any product or Deliverable rendered unusable due to the non-conforming Service or Deliverable, and Supplier shall refund any monies paid by such Authorized User pursuant to the order, or portion thereof terminated. All costs of de-installation and return of products or Deliverables shall be borne by Supplier. Notwithstanding the foregoing, VITA or the Authorized User shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

6. LICENSE GRANT

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.

If and to the extent that any pre-existing rights are embodied or reflected in the Service Deliverables, and for any Software Deliverable, Supplier hereby grants to the Commonwealth or the Authorized User an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, modify, transmit, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof, and (ii) authorize others to do any or all of the foregoing. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Deliverables and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract.

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 which may include Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Supplier-provided 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.

7. RIGHTS TO WORK PRODUCT

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, all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, all rights in, title to, and ownership of Work Product shall vest with that public body.

A. Work Product

VITA and Supplier each acknowledge that performance of this Contract or any SOW hereunder may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA, or any Authorized User. Supplier further agrees that neither Supplier nor any of Supplier's employees, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all Work Product source code, object code, executables, and documentation. Supplier agrees that a copy of the most recent Work Product source code shall be provided to the Commonwealth or to the Authorized User pursuant to whose order the Work Product was discovered, created, or developed.

B. Ownership

Supplier agrees that, whether or not the Services are considered "works made for hire" or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and shall remain the sole and exclusive property of the Commonwealth of Virginia and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist the Commonwealth or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, and other rights and protection, and in protecting trade secrets, with respect to such Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection with respect to such Work Product, as the Commonwealth or the Authorized User may reasonably request, together with any assignments thereof to the Commonwealth or the Authorized User or entities designated by the Commonwealth or the Authorized User. Supplier's and its employees' obligations to assist the Commonwealth or the Authorized User in obtaining and enforcing such rights shall continue beyond the termination of this Contract.

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

C. Return of Materials

Upon termination of this Contract, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control.

8. SUPPLIER PERSONNEL**A. Selection and Management of Supplier Personnel**

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing Services under this Contract are competent and knowledgeable of these contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

All Supplier personnel, including agents and contractors of Supplier, shall be required to sign a non-disclosure agreement (NDA) prior to commencing work on any order issued pursuant to this Contract. In addition, any Authorized User may require such Supplier personnel to execute an additional NDA containing provisions specific to such Authorized User. Supplier shall be responsible for compliance and fully liable for the failure of any Supplier personnel to act in accordance with any NDA, and Supplier shall indemnify, defend, and hold VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier, or any of its agents, contractors, affiliates, or subcontractors, is and shall be the employer of Supplier and/or its affiliates personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

9. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, computer programs, software, Deliverables and Services furnished under this Contract;
- ii). The Services are pursuant to a particular order or SOW and therefore such Services and any associated Deliverables shall be fit for the particular purposes specified by VITA or the Authorized User in the order or SOW and in this Contract, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables;

- iii). If the Services are pursuant to a particular quote or Request for Quote (RFQ), such Services and any associated Deliverables shall be fit for the particular purposes specified by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables;
- iv). The Services and Deliverables shall meet or exceed the applicable Requirements;
- v). The Services shall be performed in a professional manner;
- vi). The Services shall not cause or result in the loss of any data housed by the Authorized User;
- vii). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an appropriately trained user or beneficiary of the Services to understand and fully utilize the Deliverables without reference to any other materials or information.

C. Limited Warranty Period and Remedy

During the Warranty Period, Supplier warrants that the Deliverables shall not contain any material errors and shall function properly and in conformity with the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in a failure of the Services or Deliverables to function as specified in Exhibit A or in the applicable order. If Supplier is unable to make the Deliverable conform, in all material respects, to the Requirements within twenty (20) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Deliverable and such other related Deliverable(s) rendered unusable.

D. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in any software or materials delivered electronically or in an electronic format at the time of delivery to an Authorized User and neither the software nor the media contains any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the software or the information contained on such media, nor shall Supplier disable any Authorized User's use of such software or media through remote access or otherwise.

E. Open Source

Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under 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 an actual or 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 Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

10. ORDERS AND COMPENSATION

A. Request for Quote

Authorized Users of this Contract, depending on the complexity of services required and/or each supplier's available resources, have the option to select one or more suppliers to provide systems integration and support services. In addition, an Authorized User may determine that a competitive process is required to ensure it receives the best value. In either or both of such circumstances, the Authorized User may, at its sole discretion, use a Request for Quote (RFQ) process to obtain services identical or similar to those provided by Supplier pursuant to this Contract. The process for obtaining a quote from Supplier, or for obtaining quotes from more than one supplier of systems integration and support services will be as follows:

- i). Authorized User will notify Supplier or suppliers of its requirement for services and will document such requirement in a written SOW in a form substantially similar to that in Exhibit B. Authorized User may request a time and materials and/or fixed price quote in response to such SOW. Authorized User shall include in its RFQ a due date for the submission of quotes in response to such RFQ. Should an Authorized User fail to include such due date, quotes shall be due fifteen (15) days after Authorized User's issuance of the RFQ.
- ii). Supplier shall respond to the RFQ by providing a quote, including an estimated total price, and, if requested by the Authorized User, a proposal and documentation of the qualifications of the individual(s) proposed for providing services to the Authorized User. In no event shall Supplier's quote exceed Supplier's Contract pricing (as set forth in Exhibit D). Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's repeated failure to provide a quote in response to an RFQ may be grounds for termination of this Contract.
- iii). Authorized User will evaluate all quotes received and may, at its sole discretion: a) reject all quotes; b) negotiate with one or more suppliers to reach a satisfactory agreement on such items as price discounts, specific deliverables, acceptance and testing criteria, total price, controls, and guidelines; and/or c) place an order with one or more suppliers for all or any portion of the services described in the RFQ.
- iv). Prior to issuing an order for services, Authorized User reserves the right to interview each individual proposed by Supplier to perform work on Authorized User's SOW and has the right of refusal, if it is determined, in such Authorized User's sole judgment, that an individual lacks sufficient knowledge or experience to perform the required tasks.
- v). Following issuance of an order for Supplier's Services, Supplier shall make available Key Personnel and Project Managers, if any, at the start of the period of performance identified in the associated SOW.
- vi). Supplier shall not commence work until Authorized User has issued a written order to Supplier. Any cost reimbursable work performed or expenses incurred by Supplier prior to the effective date of the order shall not be billed to or reimbursed by the Authorized User.

B. Order

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 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 SUCH AUTHORIZED USER IS VITA.

C. Purchase Price and Price Protection

Exhibit D sets forth the fees and the appropriate Commonwealth discounts. Fees shall not increase and discounts shall not decrease for a period of not less than two (2) years from the Effective Date. No such increase shall exceed the lesser of three percent (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.

D. Invoice Procedures

For an order with a period of performance not expected to exceed one (1) month, Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Deliverables or Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. For a time and materials type Statement of Work with a period of performance expected to exceed one (1) month, Supplier shall submit invoices to the ordering Authorized User monthly in arrears, unless otherwise specified in such Statement of Work. For a fixed price type Statement of Work, Supplier shall invoice in accordance with the milestone payment schedule, if any, in the applicable order; if such order does not include a milestone payment schedule, Supplier shall invoice after all Deliverables or Services have been accepted by the ordering Authorized User. Payment for software and Deliverable support and maintenance Services shall be annually in arrears 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 or Statement of Work, which costs shall be in accordance with Exhibit D. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit D, or as noted in any executed order or Statement of Work referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Deliverable or Service type, or project milestone, and description
- ii). Quantity, charge and extended pricing for each Deliverable and/or Service item or milestone; or, for a time and materials type order, the name(s) of the assigned employee(s), the hourly rate(s), and the number of hours worked;
- iii). Applicable order date or Statement of Work 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.

E. Invoice and 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 or Statement of Work, 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 pursuant to this Contract, provided all fees for such license have been paid.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Services have been performed or milestones (including, potential payment milestones) have met Acceptance criteria. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid, except in accordance with a milestone payment schedule.

In the event any Deliverable is shipped without the applicable documentation, payment shall not be due until the required documentation is provided.

If there are any disputed items, the appropriate 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 such Authorized User, provide such 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.

F. Reimbursement of Expenses

If allowable pursuant to an Authorized User's SOW, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and 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/Admin_Services/CAPP/CAPP_Topics/20335_1206.pdf), or a successor URL(s).

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

G. 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 and contact information for submission is available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm> under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.

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 after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm> under "Supplier Reporting".

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

H. 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.

11. RESERVED

12. 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.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order issued hereunder.

13. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, or any Authorized User, their officers, directors, agents 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, assessments, fines, penalties (whether criminal or civil), 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 from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, or (iii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services or Deliverables. 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 any Deliverable 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 Services or Deliverables, 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 Services or Deliverables, or any component thereof; or (b) replace or modify such infringing Services or Deliverables, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with comparable temporary replacement deliverables and services, or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining alternative products and services in the event such Authorized User cannot use the affected Deliverable or benefit from the affected Services. 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 Services or Deliverable, 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.

B. Liability

Supplier shall have unlimited liability with respect to (i) any intentional or willful misconduct or gross negligence of any employee, agent, or subcontractor of Supplier, (ii) claims for bodily injury, including death, and real and tangible property damage, (iii) Supplier's indemnification obligations, (iv) Supplier's confidentiality obligations, and (v) Supplier's security compliance obligations as defined in the "Security Compliance" Section of this contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL LIABILITY NOT ADDRESSED IN THE PRECEDING PARAGRAPH, THE AGGREGATE LIABILITY ARISING AT ANY TIME UNDER THIS CONTRACT AND/OR ANY STATEMENT OF WORK SHALL NOT EXCEED \$1,000,000 OR 2 TIMES THE VALUE OF THE APPLICABLE STATEMENT OF WORK, WHICHEVER IS GREATER.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

14. INSURANCE

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

Supplier shall also maintain and furnish evidence of a fidelity bond or a blanket crime bond in an amount of at least one million dollars (US\$1,000,000) per claim.

Provisions of this section as to maintenance of insurance shall not be construed as limiting in any way the extent to which Supplier may be held responsible for payment for damages to persons or property resulting from its activities or the activities of any of its employees or contractors or other person(s) for which Supplier is otherwise responsible.

15. PERFORMANCE AND PAYMENT BONDS

An Authorized User may require, as a condition of its SOW, that Supplier deliver to such Authorized User a fully office executed Commonwealth of Virginia Standard Performance and Payment Bond, or other standard form document required by such Authorized User, in the sum of the SOW amount, with the Commonwealth of Virginia or the Authorized User, as applicable, as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to Supplier, even if the SOW has been performed in whole or in part, until the bond(s) has been delivered to and approved by the Authorized User.

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.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

17. 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.

18. 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 the 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 rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

19. STEERING COMMITTEE AND GOVERNANCE

A. 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 reasonable 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.

Both Parties shall ensure the availability of the appropriate personnel to meet with the Steering Committee. 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 Statement of Work issued pursuant to this Contract.

B. Governance

Each SOW issued pursuant to this Contract shall include procedures for governance of such SOW. At a minimum, such procedures shall include monthly status reporting by Supplier, appointment by Supplier and Authorized User of SOW Managers, and a coordinated response to any findings of any IV&V contractor(s) assigned to the SOW. Supplier agrees to comply with its obligations pursuant to the governance procedures set forth in any SOW issued pursuant to this Contract.

20. GENERAL PROVISIONS

A. Relationship Between VITA and 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 mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/procurement/documents/MandatoryContractTsandCs.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 aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, 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 E 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, if any. Supplier may invoke such public body's ADR procedures 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 the 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 Party 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. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the 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 License, Rights To Work Products, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

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 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 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.
- iv). Costs of audit to be borne by VITA

The Supplier shall not have the right to audit, or require to have audited, VITA or any Authorized User.

P. Offers of Employment

For the duration of the Contract and twelve (12) months thereafter, neither Party shall hire an employee of the other Party who has substantially worked on any project covered by this Contract without prior written consent.

Q. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

R. 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:

- i). Exhibit A Service Requirements
- ii). Exhibit B Statement of Work (SOW) Template
- iii). Exhibit C Reserved
- iv). Exhibit D Service Fees
- v). Exhibit E 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, Exhibit A, Exhibit D, and then any SOW issued hereunder.

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: L. R. R.

(Signature)

Name: RaghuRaman Lakshmanan
(Print)

Title: Secretary & General Counsel

Date: 11/13/2007

Address for Notice:

330 Amador Avenue

Sunnyvale

CA 94085

Attention: Legal Dept.

VITA

By: [Signature]

(Signature)

Name: James T. Roberts
(Print)

Title: Director Finance & Administration

Date: 11/20/07

Address for Notice:

CESC

11751 Musdenville Lane

Chester, VA 23836

Attention: Contract Administrator

EXHIBIT A
CONTRACT NUMBER VA-071114-HCL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
HCL AMERICA, INC.

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-071114-HCL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and HCL America, Inc. (“Supplier”).

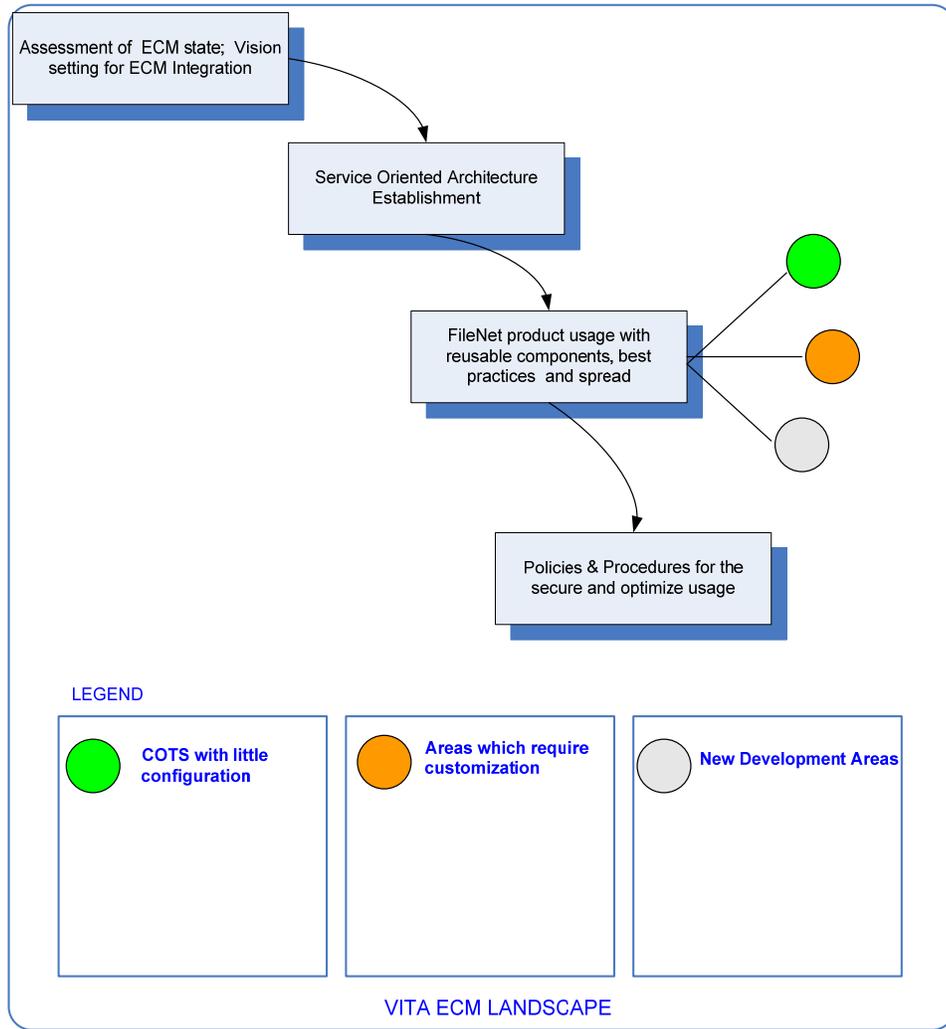
In the event of any discrepancy between this Exhibit A and Contract No. VA-071114-HCL, the provisions of Contract No. VA-071114-HCL shall control.

DETAILED DESCRIPTION OF PROPOSED SOLUTION(S)

A. Overview

HCL understands that Virginia Information Technologies Agency (VITA) is taking an important step to implement the ECM integration project to achieve its short term objectives and long term goals in the direction of fulfilling its vision by embracing Enterprise Content Management (ECM) technology. Once Project ECM is completed, VITA will have a complete modern architecture, based on open standards, Service-Oriented Architecture and re-usable components, which can be offered as a service for future deployments.

HCL envisages following landscape for VITA:



As a vision for implementing VITA ECM integration HCL proposes following methodology for implementation

Assessment of ECM State:

HCL as part of project execution methodology will do an assessment and due diligence of VITA ECM integration requirements for

- System requirements assessment
- Gap analysis
- New requirements (if any)
- Risk assessment and mitigation planning

Service Oriented Architecture establishment:

HCL proposes to implement the entire solution on a Service Oriented Architecture where services can be invoked and consumed from ECM implementation where business processes, content management and records management functions are available as atomic and composite services. Our ECM

implementation will also interface with existing systems of VITA like CEDS, GIS etc thereby providing an integrated platform.

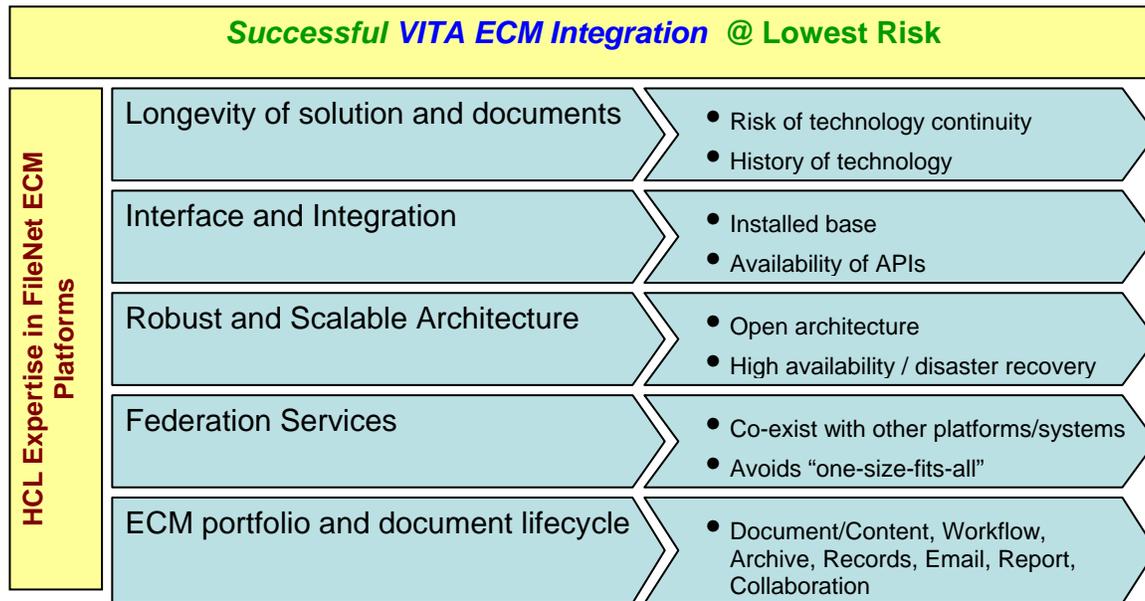
FileNet product usage with HCL reusable components:

- Leveraging years of FileNet implementation experience, HCL proposes to implement VITA ECM integration solution using best architecture and design principles which optimize the usage of FileNet products with emphasis on usage of Commercial-of-the Shelf (COTS) features with minimum customization
- FileNet customization with reusable components thereby reducing the overall implementation time
- New development conforming to VITA requirements

Policies and Procedures for secured and optimized usage:

HCL as part of ECM integration implementation will establish policies and procedures for secured and optimized usage of ECM solution adhering to regulatory and compliance requirements of VITA by eliminating inefficiencies and foster collaboration through the application of a new standard system and policy model throughout the enterprise.

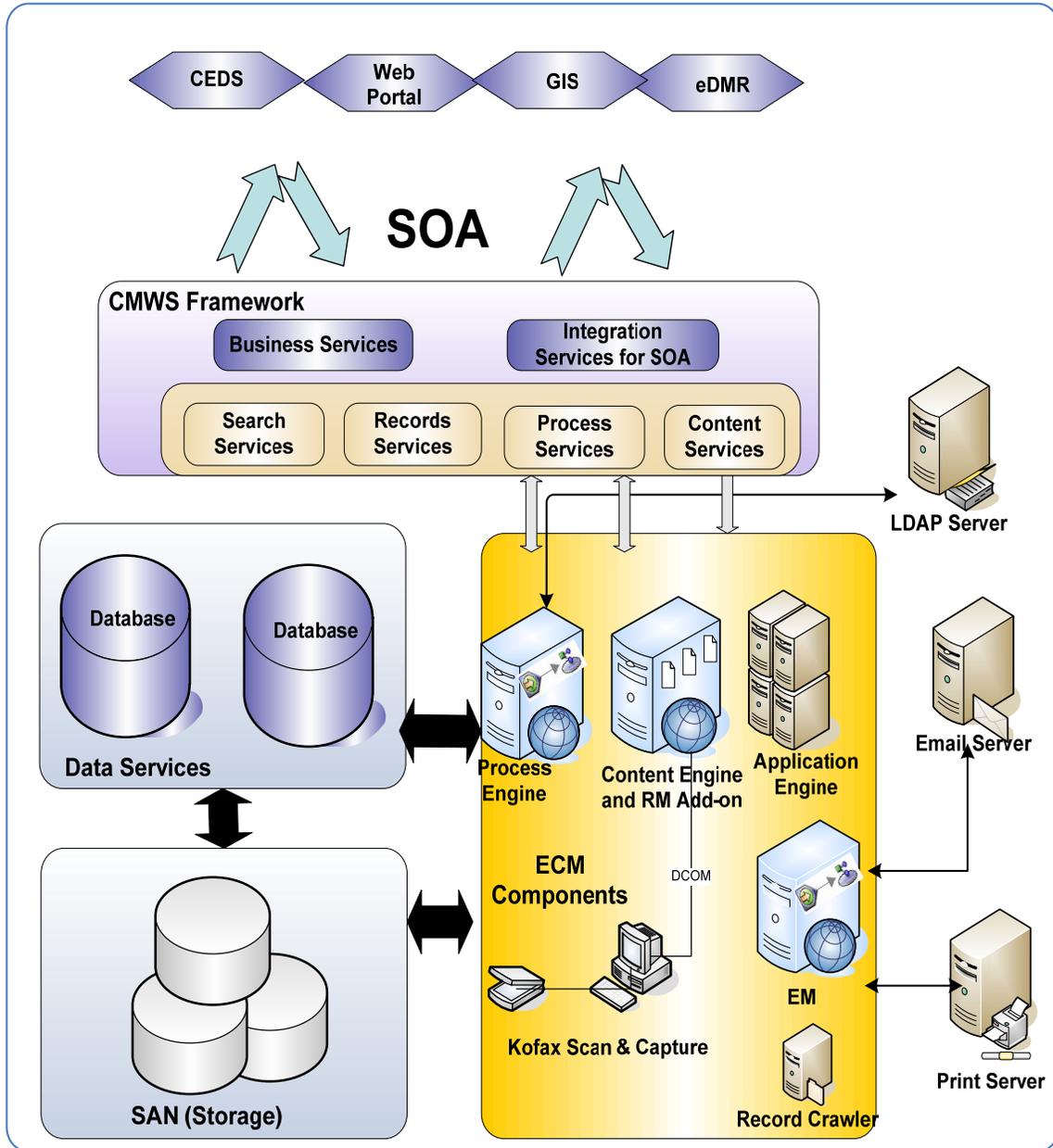
The following figure shows the key considerations taken into account for proposing VITA ECM integration solution:



HCL proposes integration of IBM FileNet P8 based ECM solution catering not only to DEQ case study requirements but laying out a scalable, robust and extensible ECM framework for the state wide implementation. The solution uses a SOA at its core along with a set of reusable services made accessible to the service consumers by leveraging HCL’s pre-existing integration framework - CMWS.

The CMWS framework will be used to deliver an integration framework that wraps up the product-based business services, enterprise services and external services, hiding their implementation from the service consumer systems like CEDS, etc.

The following diagram identifies the logical scope of the proposed solution and its fitting with the VITA functional domains:



Proposed solution will provide following business functions:

- Document Capture and Indexing
- Content Management
- Business Process Management
- Collaboration functions
- Records Management
- Email Management & Archival

1. Business Services

Business services will provide atomic as well as composite services for

- Content Management services like Check In / Check Out, View document etc
- Process Management services like Create Case, Update Case etc
- Record Management Services like Declare Record, Update Record etc
- Federated Search Services for searching across multiple content repositories

(a)

2. Integration Services

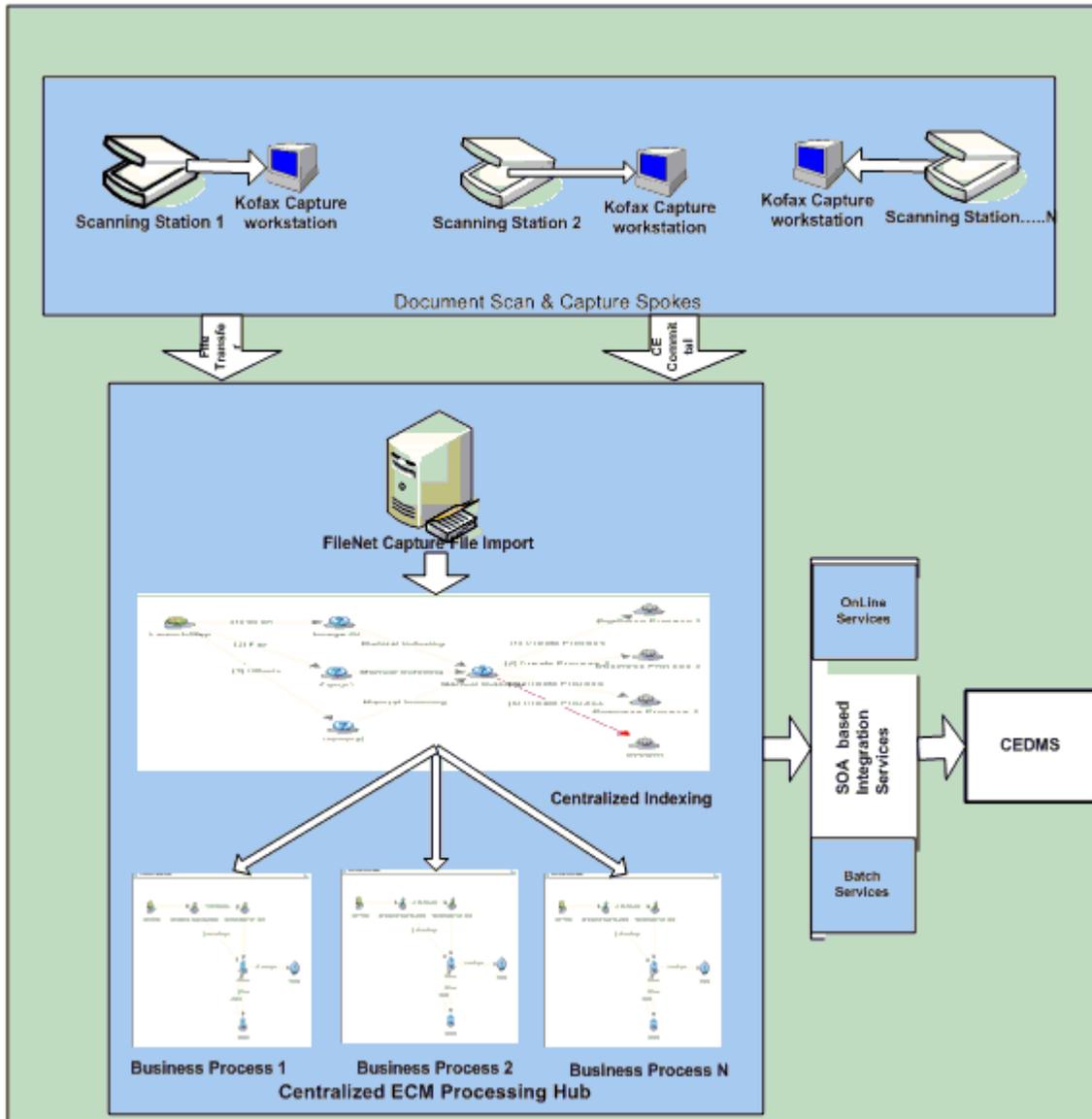
Integration Services layer will provide web services based integration for synchronous as well as asynchronous integration of ECM Framework will existing systems of VITA like CEDS, GIS etc as well as laying out an infrastructure layer for future services

HCL proposes hub and spoke model of implementation for the entire solution where scan and capture operation will be distributed with centralized ECM deployment.

3. Document Capture & Indexing

HCL proposes to implement the document scan and capture operation as a distributed operation with no limitations on the number of scanning stations. Solution will leverage existing Kofax solution as the document capture solution with Kofax scripts for doing committal in Content Engine repository. HCL proposes to integrate the document scan and index operation with Content Repository with following options:

- Content Engine Committal Scripts for Kofax
- File Import using FileNet Capture



HCL plans on minimum document metadata capture at scan stations; centralized indexing operation available at ECM hub over the web using HCL's reusable component - Split Image Viewer, which will enable key guided data entry for standard forms. The proposed indexing solution will be scalable enough for deploying business processes in the near future.

B. DEQ Case Study Infrastructure

1. **BASE 1: Can you provide the necessary services for the required storage capacity estimation?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has provided capacity estimation services to several clients including DOL-Connecticut, DFS/DOE-Florida and SBWC-Georgia and has more than 36 IBM/FileNet deployments overall. A key success factor in all of these deployments has been an accurate and detailed study of storage requirements. Additionally HCL provides direct support contracts & services for more than 30 IBM/FileNet customers.</p> <p>HCL's Strength:</p> <ul style="list-style-type: none"> • Supporting CIFS, NFS, ISCSI and FCP solutions • Supporting more than 2 PB of SAN Storage from EMC, Hitachi, HP and IBM • Supporting 500 TB of weekly tape backup via NetBackup, TSM, Legato • Strength of more than 300 Storage Professionals

<p>3</p>	<p>Description of Approach</p>	<p>HCL uses a combination of state-of-the-art proprietary tools, and experienced engineers to conduct the required hardware and software sizing, capacity estimation and planning. We use a storage networking top-down planning and design process to select and evaluate storage and network topologies, technologies and products.</p> <div data-bbox="646 478 1247 680" data-label="Diagram"> <pre> graph TD Services[Services] --> SAN[SAN] Services --> NAS[NAS] Services --> BackupRestore[Backup/Restore] Services --> IL[IL] subgraph Admin [Monitoring Administration] AdminList[Problem Management Patch Management Performance Optimisation Consolidation/Roll Out/Migration] end </pre> </div> <p style="text-align: center;">Storage Service Framework</p> <p>The approach we would use at VITA has been very successful in the past and can be summarized as follows:</p> <ul style="list-style-type: none"> • Create an accurate tally of the major document types which will be stored in the system. • Determine average document sizing for the various document types. • Make any necessary adjustments to the estimates. Determine the anticipated document counts and expected growth. • Determine and document the constraints that exist in applying a storage strategy and make necessary adjustments. <p>The final estimates are a product of the information gathering, along with our experience in similar projects.</p> <p>Some of the data provided in the RFP may require further evaluation and a complete and accurate analysis can be provided during the delivery of analysis services.</p>
<p>4</p>	<p>Assumptions (if any)</p>	<p>HCL assumes that its personnel will be accorded necessary access to the information sources required to obtain the required information.</p>
<p>5</p>	<p>Additional Information (if any)</p>	<p>NA</p>

6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL:</p> <ul style="list-style-type: none"> • Conduct the analysis • To provide a validation of existing sizing criteria • To provide recommendations for mandatory, optional services and equipment <p>DEQ :</p> <ul style="list-style-type: none"> • To make the required data available to HCL in order to conduct in-depth analysis • To provide timely access to their key-staff in conducting interviews to validate the data provided • To procure the required services and equipment to be implemented and integrated into EDMS solution • To arrange the site visits for HCL personnel at their request
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2. BASE 2: Can you provide the necessary services for the required storage options analysis?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has provided capacity estimation services to several clients including DOL-Connecticut, DFS/DOE -Florida and SBWC-Georgia. A key success factor in all of these deployments has been an accurate and detailed study of storage requirements, and the demonstrated ability to recommend the most cost-effective storage options.</p> <p>In particular, we have worked with customers using magnetic-only SAN and direct-attached storage, Optical off-line and near-line systems as well as magnetic WORM document repositories integrated with a variety of FileNet based document imaging and archiving systems.</p>
3	Description of Approach	<p>HCL will work with DEQ to determine the retention and legal requirements of the various document types that make up the archive. These requirements are used to determine the baseline requirements of a document storage system. Other factors include acquisition and operational costs. HCL will use its experience gained in similar deployments to provide a complete and relevant analysis of the available storage options using following approach:</p>

		<ul style="list-style-type: none"> • Understanding of current storage environment • Review data retention policies • Evaluate bandwidth options • Application requirements • Provide best fit solution based on data analysis and best practices
4	Assumptions (if any)	HCL assumes that its personnel will be accorded necessary access to the information sources required to obtain the required information.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL:</p> <ul style="list-style-type: none"> • To conduct the analysis • To provide validation of existing sizing criteria • To providing recommendations for mandatory and optional services and equipment <p>DEQ:</p> <ul style="list-style-type: none"> • To make the required data available to HCL in order to conduct in-depth analysis • To provide timely access to their key-staff in conducting interviews to validate the data provided • To procure the required services and equipment to be implemented and integrated into EDMS solution • To arrange the site visits for HCL personnel at their request

3. BASE 3: Can you provide the necessary services for the required network infrastructure analysis?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has relevant experience in providing services for end-to-end implementation and integration services for supporting underlying network infrastructure needed for such as kind of setups. HCL through its arm HCL ISD (4500 + employees) is into the business of Infrastructure implementation, support and operations from more than 14 years.</p> <p>With real time operations culture entrenched since its first engagement with Asia’s largest Stock Exchange, HCL’s experience stands unrivalled having transitioned and currently managing the complex IT infrastructure environments of our F /G500</p>

customers. Today, HCL provides end-to-end Remote IT Infrastructure Operations ranging from End User computing/ IT Service Desk; Data Center Operations; Network Management; e-Security Operations to Application Operations.

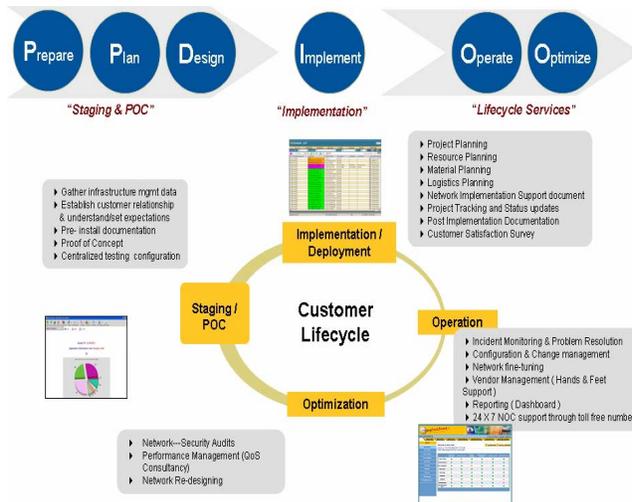
We have been widely recognized by the media and the analyst community as an undisputed leader in the rapidly growing industry of Remote Infrastructure Management. We currently service over 95 clients globally including 30+ F/G-500 companies. Our scale of operations is significant – we manage over 35,000 servers & storage systems, over 25,000 network & security devices, over 250,000 desktops, 1000s of databases and millions of batch jobs.

HCL has provided capacity estimation services to several clients including DOL- Connecticut, DFS/DOE -Florida and SBWC-Georgia which have similar network requirements. Additionally HCL provides direct support contracts & services for more than 30 IBM/FileNet customers.

3 Description of Approach

Considering that a system’s response begins with the systems hosting the applications, Using the information presented in the RFP, HCL will model host server load to establish hardware recommendations for the host system. The existing network will be studied to determine its capacity for accommodating the expected load from the proposed system.

HCL follows PPDIIO model for deploying and managing Network Infrastructure. The following figure shows the PPDIIO model:



INPUT

Applications

- Number of Applications
- Type of Application
- Bandwidth requirement per application per user
- Application accessed over LAN
- Application accessed over WAN
- Ways to access the application (Over IP/VPN, Dial-up, Over Corporate WAN etc)
- Maximum delay application can sustain.
- Applications accessed over internet and intranet

Network Architecture

- Distributed
- Central

Type of storage solution (Fiber/Copper Based SAN Solution)

- Number of Locations
- Number of users per locations
- Number of applications accessed over WAN
- Number of concurrent users per application

Mapping Business requirements with IT infrastructure

- Defining business critical applications
- Defining business critical users
- Defining locations needing high uptime
- Defining which components of the DC/LAN/WAN need to be in High availability mode
- Defining which application servers to be load balanced

OUTPUT

Based on the input funnel described above following output is achieved.

DC/LAN Design & Architecture

- Defining Access, Distribution & Core Layer

		<ul style="list-style-type: none"> • Finalizing on type of devices required such as Router, switch, VPN boxes, firewalls, load balancers and so on. • Finalizing which segments will be Internet and Intranet facing • Defining security and access policies <p><u>WAN Design & Architecture</u></p> <ul style="list-style-type: none"> • Finalizing on type of media required • Finalizing on the bandwidth requirement per location • Finalizing on high availability and security requirements if any • Finalizing on type of devices required <p>Our current estimate is that average response times for the target documents will be equal or better than the times presented in the RFP. In our experience response times for FileNet P8 systems are considerably better than the presented numbers.</p> <p>Without information on the current network loading accurate estimates of timings for specific documents cannot be determined.</p>
4	Assumptions (if any)	HCL assumes that its personnel will be provided with the necessary access to the information sources required to obtain the required information.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL :</p> <ul style="list-style-type: none"> • To conduct the analysis • To provide a validation of existing sizing criteria • To provide recommendations for mandatory, optional services and equipment <p>DEQ:</p> <ul style="list-style-type: none"> • To make the required data available to HCL in order to conduct in-depth analysis • To provide timely access to their key-staff in conducting interviews to validate the data provided • To procure the required services and equipment to be implemented and integrated into EDMS solution • To arrange the site visits for HCL personnel at their request

4. **BASE 4: Can you provide the necessary services for the required analysis of workstations and monitors?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has completed more than 36 successful document imaging deployments based on IBM/FileNet software. These include providing detailed specifications for workstations utilized by general users, index operators and scan operators. HCL is prepared to apply this experience to the proposed DEQ system. Additionally HCL provides direct support contracts & services for more than 30 IBM/FileNet customers.
3	Description of Approach	Based on our previous experience in implementing document imaging systems, we will review the user population; meet with DEQ infrastructure personnel and determine the mix of applications required by various users. From this information, and the user's job description we will develop a baseline configuration that can be easily adjusted to meet specific job requirements. For example, we find it advantageous to use large monitors for scan stations and indexing stations as this facilitates the display of the full scanned image and all index fields without requiring scrolling.
4	Assumptions (if any)	HCL assumes that its personnel will be accorded necessary access to the information sources required to obtain the required information.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL :</p> <ul style="list-style-type: none"> • To conduct the analysis • To provide a validation of existing sizing criteria • To provide recommendations for mandatory, optional services and equipment <p>DEQ:</p> <ul style="list-style-type: none"> • To make the required data available to HCL in order to conduct in-depth analysis • To provide timely access to their key-staff in conducting interviews to validate the data provided • To procure the required services and equipment to be implemented and integrated into EDMS solution • To arrange the site visits for HCL personnel at their request

5. BASE 5: Can you provide the necessary services for the required analysis of scanners?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has completed more than 36 successful document imaging deployments based on IBM/FileNet software. These deployments included providing detailed specifications for scanners. HCL implementations include a large variety of document sizes and volumes. Additionally HCL provides direct support contracts & services for more than 30 IBM/FileNet customers.
3	Description of Approach	<p>Determine the maximum and minimum document sizes that must be accommodated, Determine the expected document volume. Once this information is known, the scanner duty cycle requirements can be determined.</p> <p>For special requirements, such as drawings, the size requirements are determined and scanners that meet those requirements are identified.</p> <p>Finally, based on experience in several operating locations, specific scanner models are identified that meet the general requirements and recommendations are established.</p>
4	Assumptions (if any)	HCL assumes that its personnel will be accorded necessary access to the information sources required to obtain the required information.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL :</p> <ul style="list-style-type: none"> • To conduct the analysis. • To provide a validation of existing sizing criteria. • To provide recommendations for mandatory, optional services and equipment. <p>DEQ:</p> <ul style="list-style-type: none"> • To make the required data available to HCL in order to conduct in-depth analysis. • To provide timely access to their key-staff in conducting interviews to validate the data provided. • To procure the required services and equipment to be implemented and integrated into EDMS solution. • To arrange the site visits for HCL personnel at their request.

6. BASE 6: Can you provide the necessary services for the required remote access?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has completed more than 36 successful document imaging deployments based on IBM/FileNet software. Secure remote access by internal personnel and the public are typical requirements. Additionally HCL provides direct support contracts & services for more than 30 IBM/FileNet customers.</p> <p>Maintaining a Vendor–Neutral attitude, coupled with long standing partnerships & experience in dealing with products of leading vendors in the security arena like Cisco, Juniper, CA, Trend Micro, Check Point, Foundstone, Dragon, McAfee, ISS, RSA, Aventail, Big Fix, Nortel, Web sense, Web trends, Net forensics, Sourcefire, Qualys &</p> <p>Security Processes as prescribed by ITIL, ISO 27001, ISACA, ensures you get the most current, objective and critical advice on security issues.</p> <p>A combination of technology vision, capability and customer focus has earned us the position of a market leader in security services market. Our esteemed clientele include fortune 500 companies in global automobile & electronics manufacturers, financial services companies, Life Sciences Companies, Healthcare & Pharma and various government agencies & enterprises across the industry spectrum, around the globe.</p> <div style="border: 1px solid gray; border-radius: 15px; padding: 10px; background-color: #f0f0f0;"> <p>Fast Facts:</p> <ul style="list-style-type: none"> ▶ Large pool of specialists: 350+ security professionals ▶ Acknowledged & Awarded as the leader in Security services (India) <ul style="list-style-type: none"> • Frost & Sullivan • Voice & Data • Dataquest • Gartner ▶ Has experience of running Security Operations Management for critical networks. </div>
3	Description of Approach	<p>Actual approach will be dependent following inputs which will be analyzed during requirements analysis phase:</p> <ul style="list-style-type: none"> • Sensitivity of application for latency

introduced by VPN

- Network Architecture clearly indicating the placement of VPN device
- Configuration of VPN device
- Capacity of the existing VPN Device
- Number of Total Users
- Number of simultaneous users
- Bandwidth available for VPN Device (if any QOS defined for VPN connectivity)
- End user connection type (speed of the connection, reliability of connection etc)
- Authentication method used for VPN users

Based on the information we can –

- Reengineer the VPN access architecture if required.
- Confirmation of compatibility of Application with VPN.
- Redesigning of QOS policies (if configure)
- Finalizing the Bandwidth requirement (at central location as well as remote user end)
- Finalizing connectivity type (DSL/Dialup) and planning the upgrade
- Provide additional security for the VPN users by integration
- Finalizing the requirement of new VPN devices to support additional users

Finalizing the authentication mechanism for various types of users (incorporating the strong authentication to specific set of users such as system administrators)

4	Assumptions (if any)	HCL assumes that its personnel will be provided with the necessary access to the information sources required to obtain the required information.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL :</p> <ul style="list-style-type: none"> • To conduct the analysis. • To provide a validation of existing sizing criteria. • To provide recommendations for mandatory, optional services and equipment. <p>DEQ:</p> <ul style="list-style-type: none"> • To make the required data available to HCL in order to conduct in-depth analysis. • To provide timely access to their key-staff in conducting interviews to validate the data provided.

		<ul style="list-style-type: none">• To procure the required services and equipment to be implemented and integrated into EDMS solution.• To arrange the site visits for HCL personnel at their request.
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c. DEQ Case Study System Functions

1. **BASE 7: Can you provide the necessary services for the required implementation of the capture capability?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has completed more than 50 successful imaging and document capture deployments involving ICR/OCR/OMR all over the globe for government clients, leading banks in US, manufacturing industry clients etc on FileNet capture software, Ascent Capture, distributed capture by Imagine Solutions, Captiva etc.
3	Description of Approach	<p>HCL proposes to provide services for all inbound channels:</p> <p>Scan Document: HCL proposes to provide services for Ascent Capture configurations and release scripts for committal of documents in FileNet Content Engine.</p> <p>Fax: HCL proposes to provide services for capturing and storing faxes using FileNet RightFax connector. Faxes will be classified either based on bar codes or on fax numbers.</p> <p>Emails: Both inbound and outbound emails will be captured using FileNet Email Manager based on server side rules defined. Emails will be captured and stored in Content Engine and also linked to a case.</p> <p>Electronic Forms: FileNet eForms will be leveraged for replacing paper based forms and would be integrated with business process and content repository.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

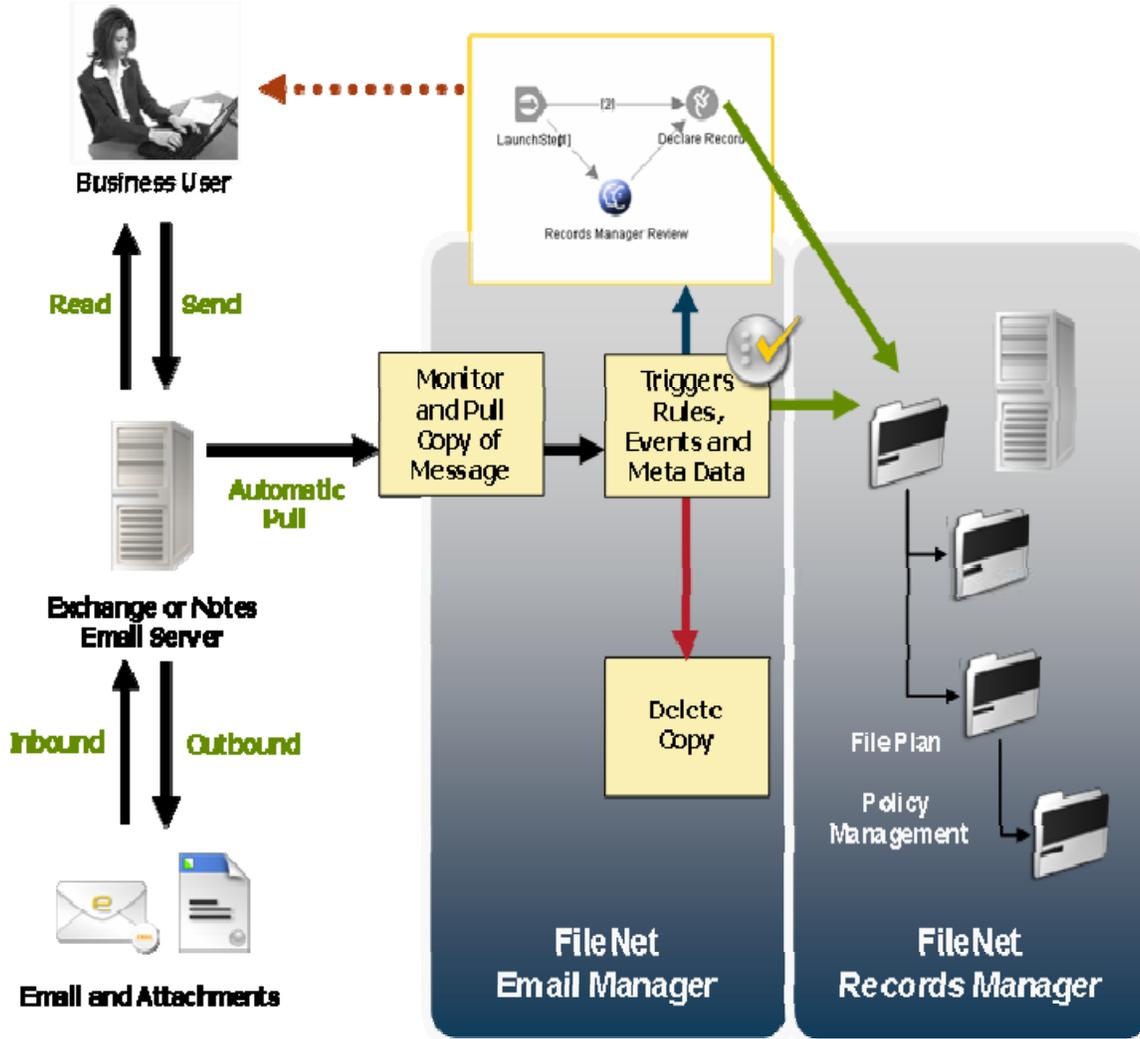
2. **BASE 8: Can you provide the necessary services to implement the required scanning capability?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has completed more than 50 successful imaging and document capture deployments involving ICR/OCR/OMR all over the globe for government clients, leading banks in US, manufacturing industry clients etc on FileNet capture software, Ascent Capture, distributed capture by Imagine Solutions, Captiva etc.
3	Description of Approach	<p>HCL proposes to implement the capture application supporting distributive scanning with centralized processing</p> <p>Option A: Scan & Index operation with Kofax integration with CEDS for pre populating document meta data information. Solution will interface with CEDS using COM library doing a search and retrieval of indexes from CEDS.</p> <p>Option B: Minimum indexing at scanning station and making indexing operation as centralized operation available over the web. Indexing queues will be defined over the web making indexing operation available over the web. HCL proposes reusable split screen image viewer for indexing operation</p>
4	Assumptions (if any)	Actual Integration approach will be agreed and decided during solution design phase
5	Additional Information (if any)	For more details on Split Image Viewer, please refer our response to General 11
6	Responsibility Matrix (HCL vs. DEQ)	NA

3. BASE 9: Can you provide the necessary services for the required integration and support associated with email retention?

HCL proposes managing email as records and applying records management policies to emails mitigating compliance risks commonly found in systems that simply archive email by leveraging FileNet Email Manager as a solution component.

Diagram below provides a canonical view of Email management including record life cycle management using FileNet Email Manager collaborating with business process management, content management and records manager component of FileNet P8:

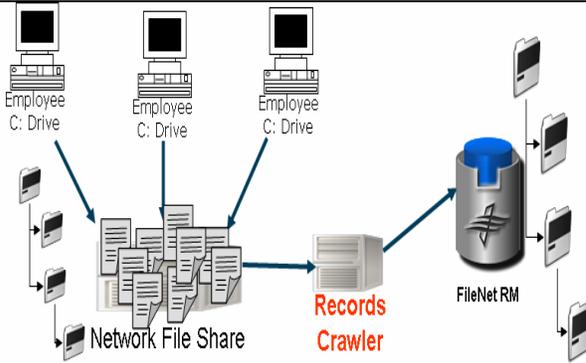


#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done 5 successful implementations for customers including a leading BPO organization where emails are managed as records using FileNet Email Manager and email servers are located and managed remotely.
3	Description of Approach	HCL's approach for Email retention services will include: <ul style="list-style-type: none"> Automated declaration of Email as business record based on email content and enterprise rules and policies. Zero click enablement in entire solution integrating document capture, business processes, records management providing processes, events, rules and metadata invisibly to end user enforcing policy throughout the records and

		<p>information life cycle using FileNet Email Manager.</p> <ul style="list-style-type: none"> • Integration of email content with other business content, transactions and processes. • Services for timely email disposition and complete email record impingement in accordance with policy ensuring storage, compliance, litigation and discovery costs
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

4. **BASE 10: Can you provide the necessary services for the required set-up, implementation and integration of electronic native documents?**

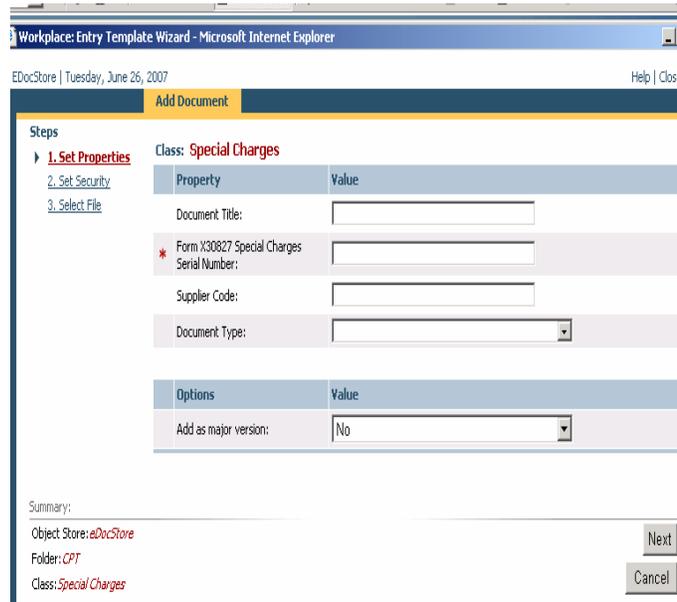
#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 45 successful implementations where electronically native content (structured as well as unstructured content) is managed in FileNet content repository enabling enterprises to do document management and records management functions on electronically native documents
3	Description of Approach	<p>HCL proposes two phase approach for required setup, implementation and integration of electronic native documents.</p> <p>Bulk Import of Electronic Native Documents: Bulk import of electronic native documents will be done using FileNet Records Crawler component with XML based auto classification of the electronic documents in the content repository and declaring them as records and rule based linking of content with the business process.</p> <p>The following figure shows the bulk import of electronic native documents:</p>



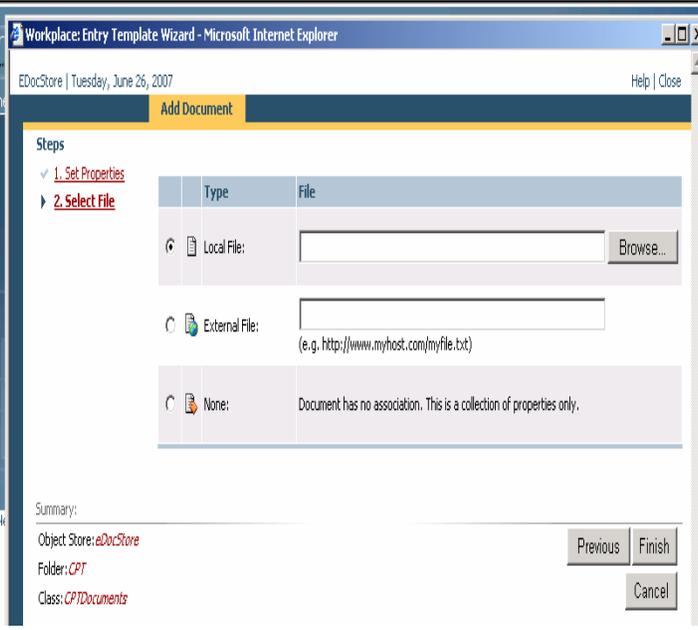
Network folders can be replicated into FileNet or used as FileNet metadata

Document Entry Templates: HCL proposes document entry templates for uploading documents from local File system, shared system drive and also maintaining references of the documents stored in external web servers. Record classification templates will provide predefined wizard like interface available over the web for content and records management of electronic native documents. Document Entry Templates will make end users “document classification pattern and file plan” agnostic.

The following figure shows the sample screen shot for setting metadata/indexes for document:



The following figure shows the sample screenshot for uploading documents from local file system:

	
4	Assumptions (if any) NA
5	Additional Information (if any) NA
6	Responsibility Matrix (HCL vs. DEQ) NA

5. BASE 11: Can you provide the necessary services for the required database transfer?

HCL proposes to implement solution which not only provides solution for current business processes but also lays out an Enterprise Framework for VITA

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has extensive experience of defining enterprise content taxonomy including document metadata cataloguing hence enabling enterprises to manage and retrieve content in a better and efficient way.
3	Description of Approach	<p>HCL proposes following approach for database transfer in terms of schema migration and federated searches</p> <ul style="list-style-type: none"> • Defining standard and structured classification schema for documents (Enterprise Document Catalogue) • Aligning existing schema (CEDS schema) with new ECM Schema • Providing Search Windows at Portal Server doing federated searches agnostic of parameters like location etc

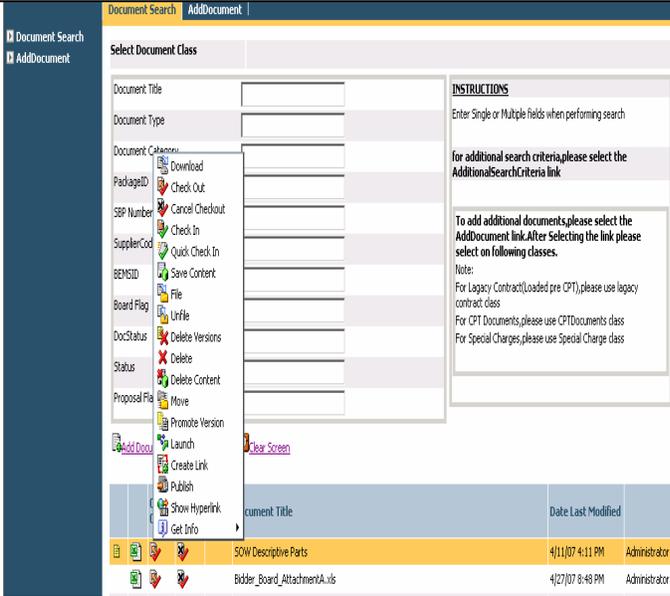
		<ul style="list-style-type: none"> In case of decentralized system metadata replication services for image as well as metadata replication
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

i). **(OPTION 1) Can you provide the necessary services for database transfer?**

Yes. For details please refer to our response for BASE - 11

6. BASE 12: Can you provide the necessary services for the required analysis, integration and implementation associated with the search requirements?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done over 45 successful implementations on FileNet product enabling enterprises to perform metadata as well as content based search.
3	Description of Approach	<p>HCL proposes following services for Search and Metadata management.</p> <ul style="list-style-type: none"> Unified meta data management modeling departments, business functions and lines of business as entities in FileNet P8 Content Engine and getting rid of unwanted attributes Defining predefined search Templates using FileNet Search Designer. Search Templates will include: <ul style="list-style-type: none"> Search templates for metadata based search including multiple attributes and combination of AND/OR joins Search templates for content based retrieval of documents Combination of meta data based and content based supported search templates <p>The following figure shows the sample screenshot for predefined search templates:</p>

	 <ul style="list-style-type: none"> Defining and enabling security templates/policies allowing authorized users accessing search templates
4	Assumptions (if any) NA
5	Additional Information (if any) NA
6	Responsibility Matrix (HCL vs. DEQ) NA

7. BASE 13: Can you provide the necessary services for the required image retrieval and viewing capability?

(a)

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done over 50 successful implementations on FileNet products integrating FileNet products with various image viewers like Spicer Café, Auto View, SnowBound, Daeja Viewer etc
3	Description of Approach	<p>HCL proposes to provide services for image viewing retrieval, viewing and manipulation of images using following approach:</p> <p>Standard Image: Images can be accessed over the web via FN Image Viewer with zero download and will provide image viewing functions like magnification, zoom in, zoom out and annotations. HCL also proposes use of custom split image viewer where both images and meta data can be viewed on the same screen and will support key guided data entry for standard forms and templates. Image viewing functions will be accessible from the web portal.</p>

Sample Screenshot:

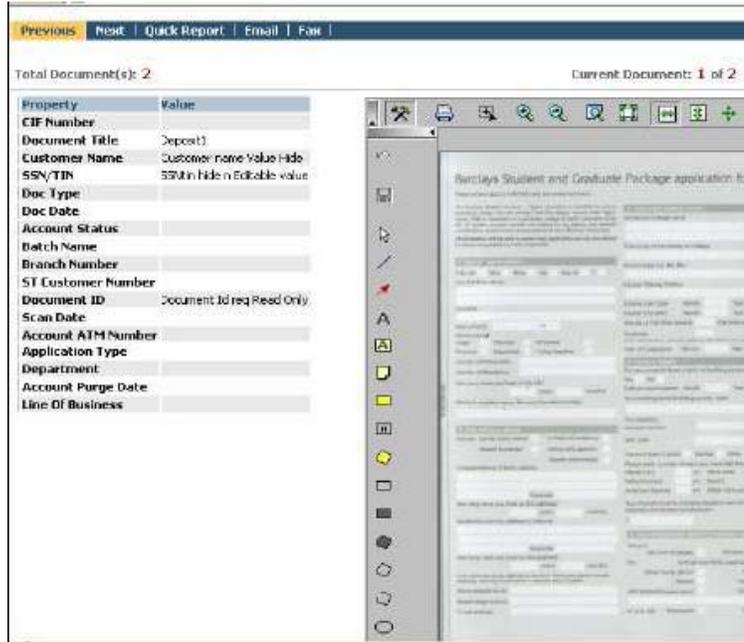


Image (Redaction Required): Images requiring redaction functions will be opened in Spicer Café View One image viewer where image viewing and manipulation functions will be leveraged using the image viewer.

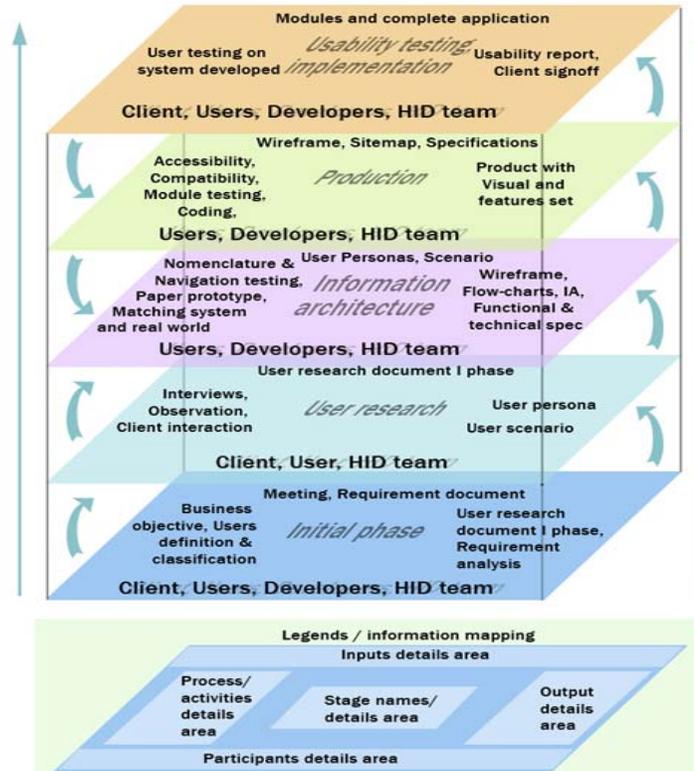
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

8. **BASE 14: Can you provide the necessary services for the required web access capability?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has done over 50 successful implementations enabling ECM solution on FileNet product to be made available over the web with FileNet based solution made available on portal servers like Websphere, Share point etc.</p> <p>HCL has also developed FileNet based web solutions which are 508 compliant e.g. Unemployment Insurance Modernization for State of Indiana.</p>
3	Description of Approach	HCL proposes to implement the entire solution as an integrated dashboard published over the web portal. All Content Management, Business Process Management and Records Management functions will be available

over the Websphere portal server accessible over the web. Business users will access the solution using thin client like Internet Explorer.

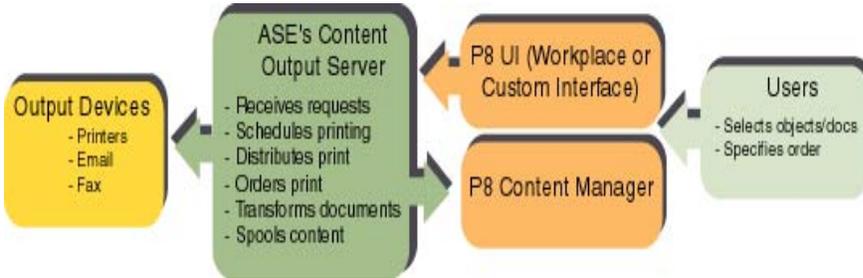
HCL will form a Human Interface Design (HID) team which would follow an iterative process as illustrated in the diagram alongside to evolve an interface that conforms to users' expectations and ensures ready acceptance:



4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

9. BASE 15: Can you provide the necessary services for the required printing capability?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 10 successful implementations integrating FileNet product with solutions like FileNet print services, ASE's ContentOutput Server enabling enterprises performing centralized print operations

3	Description of Approach	<p>HCL propose implementing printing services by implementing “ContentOutput Server” product of ASE Technologies. Following diagram depicts the integration model for IBM FileNet P8 and Content Output Server:</p>  <p>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.</p> <p>As shown above ASE ContentOutput Server provides OOTB integration support with Workplace application. Alternatively the print functions can also be invoked via the web services API provided.</p> <p>During the implementation of ECM system the various ends points for the printing of document / folders will be identified by the HCL technical team during the design phase. Based on the end points the functions of ASE ContentOutput will be exposed for various systems and users within the ECM system.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	HCL: Implementation of printing services for ECM system.

10. BASE 16: Can you provide the necessary services for the required analysis, assistance, and support for system security?

The goal of the system security is to make sure that information is provided only to those who should see it, and not provided to those who should not see it. To make this possible, IBM FileNet P8 provides a range of options. ECM system can be configured for the LDAP based authentication and authorization where in users and groups defined in the Microsoft Active Directory are used to gain the access to the system and its resources. Below sections explains the various aspects of the system security which can be further analyzed during the design phase:

#	Response Parameter	Details
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1	Compliance (Yes / No)	Yes																																																												
2	Relevant Experience	HCL has done more than 50 successful implementations integrating FileNet product with directory servers like Novell, Microsoft Active Directory and also with Single Sign-on products like Siteminder, IBM Tivoli Access Manager etc																																																												
3	Description of Approach	<p><u>Authentication:</u> Proposed ECM system will be deployed to use Microsoft Active Directory as a LDAP server for the authentication. Following is a support matrix of the proposed solution with Active Directory:</p> <table border="1" data-bbox="618 575 1265 1934"> <thead> <tr> <th data-bbox="618 575 915 680">Features Supported</th> <th data-bbox="915 575 1094 680">By Content Engine</th> <th data-bbox="1094 575 1265 680">By Process Engine</th> </tr> </thead> <tbody> <tr><td>One-way SSL</td><td>Y</td><td>Y</td></tr> <tr><td>Two-way SSL</td><td>Y</td><td>N</td></tr> <tr><td>Security Groups</td><td>Y</td><td>Y</td></tr> <tr><td>Nested Groups</td><td>Y</td><td>Y</td></tr> <tr><td>Universal Groups</td><td>Y</td><td>Y</td></tr> <tr><td>Roles</td><td>N</td><td>N</td></tr> <tr><td>Referrals for Logon</td><td>N</td><td>N</td></tr> <tr><td>Referrals for Search (e.g. users / groups retrieval)</td><td>N</td><td>N</td></tr> <tr><td>Support multiple realms / domains</td><td>Y</td><td>Y</td></tr> <tr><td>Directory aliases</td><td>N</td><td>N</td></tr> <tr><td>Native Mode Active Directory</td><td>Y</td><td>Y</td></tr> <tr><td>Mixed Mode Active Directory</td><td>Y</td><td>partial</td></tr> <tr><td>Restrict to Single realm</td><td>N</td><td>Y</td></tr> <tr><td>Support multiple forests</td><td>N</td><td>N</td></tr> <tr><td>Reorganize directory structure within the same windows domain</td><td>Y</td><td>Y</td></tr> <tr><td>Support domains across multiple forests</td><td>N</td><td>N</td></tr> <tr><td>Logon to any W2K domain in the forest (implies 2-way trust)</td><td>Y</td><td>Y</td></tr> <tr><td>Configurable username attribute for logon</td><td>N</td><td>N</td></tr> <tr><td>Configurable user display name</td><td>Y</td><td>Y</td></tr> </tbody> </table>	Features Supported	By Content Engine	By Process Engine	One-way SSL	Y	Y	Two-way SSL	Y	N	Security Groups	Y	Y	Nested Groups	Y	Y	Universal Groups	Y	Y	Roles	N	N	Referrals for Logon	N	N	Referrals for Search (e.g. users / groups retrieval)	N	N	Support multiple realms / domains	Y	Y	Directory aliases	N	N	Native Mode Active Directory	Y	Y	Mixed Mode Active Directory	Y	partial	Restrict to Single realm	N	Y	Support multiple forests	N	N	Reorganize directory structure within the same windows domain	Y	Y	Support domains across multiple forests	N	N	Logon to any W2K domain in the forest (implies 2-way trust)	Y	Y	Configurable username attribute for logon	N	N	Configurable user display name	Y	Y
Features Supported	By Content Engine	By Process Engine																																																												
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Configurable user display name	Y	Y																																																												

		<p>attribute</p> <p>Configurable group Y Y display name attribute</p> <p><u>Authorization:</u> Once users are authenticated and logged onto a system, their access to information, documents, workflows, etc. is controlled by security settings either on those objects or on objects that control the access to the objects. Each securable object has an Access Control List (ACL) that indicates who is granted and who is denied permissions to its properties and any associated content. An ACL can contain any number of grantees, which may be both users and groups defined in Microsoft Active Directory. Following are the four sources for an object's security:</p> <ul style="list-style-type: none"> • Default Instance Security – this is the simplest method of applying security, the security design sets up the default security that all instances of a class should have. • Inherited Security – Permissions can be inherited from a parent object. Inheritance can take place between a class and its subclasses. • Security Policies – contain security templates which automatically apply security to documents, folder, etc. • Direct Security – directly apply the security on the object. <p><u>Network Security:</u> HCL proposes enabling Symmetric encryption (using Blowfish algorithm) to secure the user credentials passed between the web application, content engine and process engine. The Content Engine and Process Engine servers will be configured to use SSL while communicating with the LDAP server.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

11. **BASE 17: Can you provide the necessary services for the required records management capability?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has been involved in more than 5 successful FileNet Records Manager implementations including a Leading bank in US and Pasco County in Florida.</p> <p>HCL has built a number of reusable components over FileNet Records Manager (Records Services Framework, file plan and disposition schedules import tools from MS Excel etc)</p>
3	Description of Approach	<p>HCL proposes to implement the solution as ECM framework for VITA with an integrated dashboard for business functions. Records Manager will also be implemented in the same manner with following functions</p> <p>Record Classification: HCL proposes to develop entire classification schema in MS Excel which will be developed by HCL Records Management SME in conjunction with VITA business user. The following figure shows the File Plan Object Store in Content Manager:</p> <div data-bbox="630 1087 1214 1801" style="border: 1px solid black; border-radius: 15px; padding: 10px; text-align: center;"> <p>File Plan Object Store in Content Manager</p> <p>Manages classification scheme, retention schedules and record folders.</p> <p>Contains pointers to records stored in object stores or physical locations.</p> <pre> graph TD CS[Classification Schemes] --> FP1[FilePlan1] CS --> FP2[FilePlan2] FP1 --> C1[Category1] FP1 --> C12[Category12] C1 --> RF1[Record Folder] RF1 --> RI1[Record Info] RF1 --> RI2[Record Info] RF1 --> RI3[Record Info] RF1 --> RI4[Record Info] C12 --> RF2[Record Folder] RF2 --> RI5[Record Info] FP2 --> C2[Category2] </pre> </div> <p>Zero Click Record Declaration: HCL proposes to</p>

		<p>implement the solution in such a fashion that email and electronic records are declared in the File Plan automatically, without any human intervention with business rules governing all record classification decisions.</p> <p>Record Retention & Disposition: HCL proposes to define record retention schedules on the record entities as well as record containers to enforce record compliance in the overall solution.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

12. BASE 18: Can you provide the necessary services for the required Enterprise Report Management?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 20 successful implementations integrating ECM solutions with COLD report generation products by FileNet Reports Manager, IBM, ASE Data Prep OutputArchiver etc. For example HCL has integrated the COLD reporting solution for Department of Financial Data Management (State of New Hampshire).
3	Description of Approach	<p>HCL proposes to provide services for COLD reporting using Data Prep Output Archiver enabling VITA to integrate legacy print data in ECM solution and also its integration with Oracle 10 G system for reporting.</p> <p>Diagram below demonstrates the actions involved in integration of print data with ECM solution:</p> <pre> graph LR Legacy[Legacy] --> Connectivity[Connectivity - LPR - FTP - Dir. Mont.] Connectivity --> Processing[Processing - Splitting - Indexing - conversions - Meta Extractions] Processing --> Distribution[Distribution - FTP - SMTP - HTTP - LPR] Distribution --> ContentManagement[Content Management] </pre> <p>HCL will provide services for:</p> <ul style="list-style-type: none"> • Enabling ECM solution for storing print legacy data • Controlling the distribution and receiving

		<p>of data</p> <ul style="list-style-type: none"> • Email alerts and notification mechanism • Security services
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

D. DEQ Case Study General System Features

1. **BASE 19: Can you provide the necessary services for the required analysis, services, integration, and implementation of the capabilities described by the General System Features?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has more than 50 successful implementation experience which can be leveraged for required analysis, integration and implementation of general system functions required in RFP document
3	Description of Approach	<p>As per HCL's approach we would propose to implement the ECM solution in a fashion to fulfill all general system functions</p> <p>Single Unified Content and Records Repository: HCL proposes to implement content management and records management as single unified repository system where retention and disposition schedules are applied on the content objects.</p> <p>Storage of structured and unstructured content: FileNet CM will be configured based on analysis and enterprise taxonomy decided during system analysis phase providing enterprise catalogue not only for current requirements but also for future requirements.</p> <p>Disposition / Retention Schedules and Triggers: HCL will provide Records Manager SME for defining retention schedules and disposition triggers based on user defined triggers like dates mentioned in RFP or appropriate trigger events as per VITA requirements as well as compliance requirements.</p> <p>Security Policies: HCL proposes to design and deploy VITA taxonomy where security policies will be predefined as templates and enforced automatically based on content classification schema.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

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ii). (OPTION 2) Can you provide the necessary services for fax capture and integration?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 20 successful implementations where fax servers like RightFax, Passport Server have been integrated with FileNet product for both inbound and outbound faxes
3	Description of Approach	<p>HCL proposes to implement the fax integration using RightFax connector for FileNet Capture. The following figure shows the process of fax capture and integration:</p> <p>Following steps are planned for fax capture and integration</p> <ul style="list-style-type: none"> • Fax capture and classification based on fax numbers and barcodes • Fax Import & Storage in FileNet content repository • Inbound fax launching a workflow or getting attached to an existing business process based on defined rules • Matching and Attaching a Fax to a workflow i.e. attaching a pending/supporting document to an existing case
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

iii). (OPTION 3) Can you provide the necessary services for eForms capture and implementation?

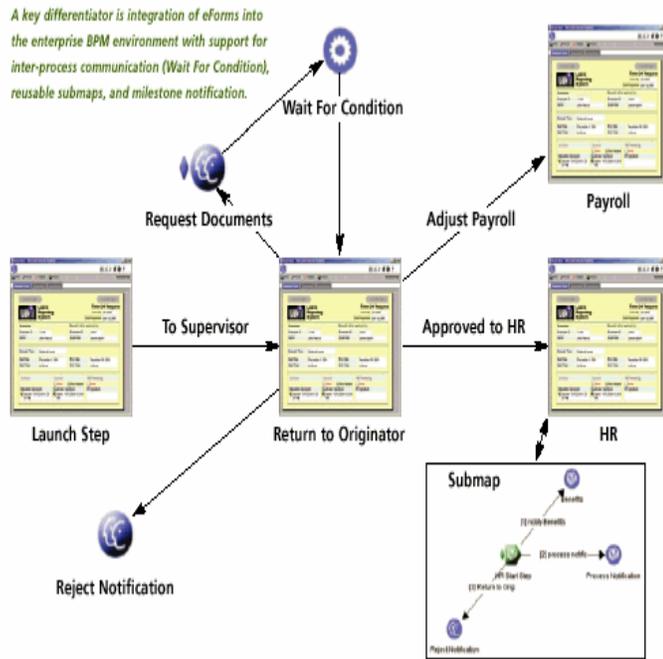
#	Response Parameter	Details

1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has implemented eForms along with FileNet BPM platform for more than 10 customers including one of the largest eForms implementation - Department of Health and Human Services State of Nevada, US.
3	Description of Approach	<p>HCL proposes to provide the following approach for eForms implementation:</p> <ul style="list-style-type: none"> eForms Design and Integration: HCL proposes to provide services for eForms capture and implementation by making eForms available over the web replacing paper based documents with eForms. eForms will be designed using the forms designer tool provided by IBM FileNet <p>The following screenshot displays sample eForms designed for replacing paper based form:</p> <div data-bbox="487 793 1247 1843" data-label="Image"> </div>
		<ul style="list-style-type: none"> eForms Capture and Storage: HCL proposes to provide

eForms capture as pdf files and their storage in ECM framework unified content repository i.e. FileNet Content Engine.

- **eForms as workflow step processors** : HCL proposes to provide services for implementation of eForms based workflow step processors available over the web accelerating the overall time of implementation

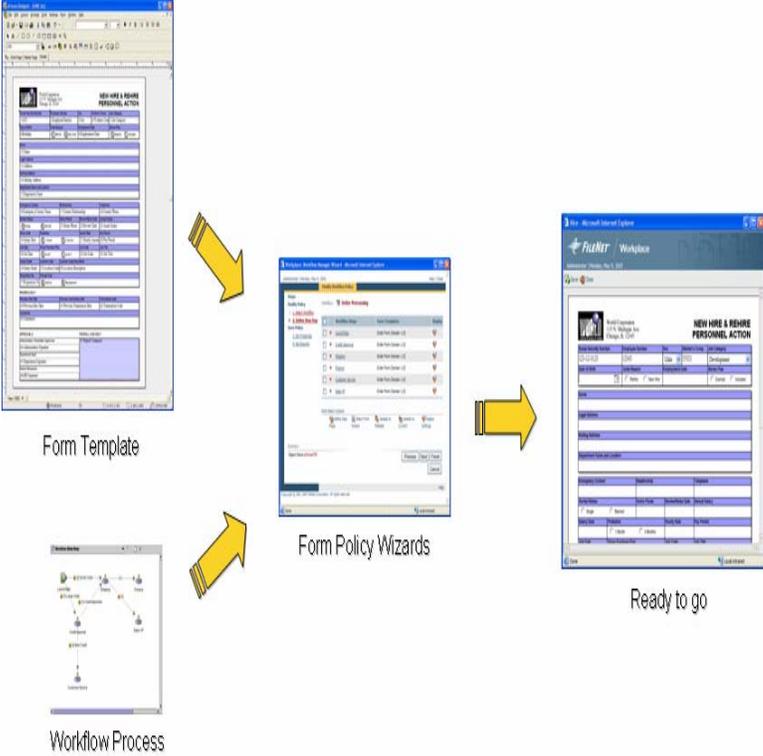
The following screenshot demonstrates eForms participation during the business process:



4	Assumptions (if any)	eForms usage will be agreed and decided jointly with VITA in solution Design phase
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

iv). (OPTION 4) Can you provide the necessary services for eForms capture and implementation?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has implemented eForms along with FileNet BPM platform for more than 10 customers including one of the largest eForms implementation - Department of Health

	<p>3 Description of Approach</p>	<p>and Human Services State of Nevada, US.</p> <p>HCL proposes to provide services for eForms capture and implementation using the approach as shown below:</p>  <ul style="list-style-type: none"> • eForms Design and Integration: HCL proposes to provide services for eForms capture and implementation by making eForms available over the web replacing paper based documents with eForms. eForms will be designed using the forms designer tool provided by IBM FileNet • eForms Capture and Storage: HCL proposes to provide eForms capture as pdf files and their storage in ECM framework unified content repository i.e. FileNet Content Engine • eForms as workflow Step Processors: HCL proposes to provide services for implementation of eForms based workflow step processors available over the web accelerating the overall time of implementation
4	Assumptions (if any)	Scope of eForms usage will be agreed and decided jointly with VITA in solution Design phase.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

v). **(OPTION 5) Can you provide the necessary services for records management reports?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has been involved in more than 5 successful FileNet Records Manager implementations including a Leading bank in US and Pasco County in Florida.
3	Description of Approach	HCL proposes to provide services for <ul style="list-style-type: none"> • Categorization of records Management reports based on records administrators and business users • Configuring out of the box records manager reports on Crystal Report Server • New Reports development based on Records Manager Framework
4	Assumptions (if any)	Reports list will be finalized during the requirements stage.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

E. DEQ Case Study Integration

1. BASE 20: Can you provide the necessary services to DEQ for the required analysis and implementation for CEDS integration?

HCL proposes implementing ECM system as a “**Shared Service**” to facilitate the integration of ECM with CEDS, and other systems. Such an approach will help Commonwealth of Virginia to address the explosion of unstructured content while maximizing the economies of scale for the investment in the ECM technology and cost-effectively meet the content management needs of large (and potentially diverse) user bases across various agencies and departments.

HCL proposes using HCL’s proprietary integration framework “CMWS” for the integration of ECM and CEDS. CMWS based integration architecture focuses on Service-Oriented-Architecture principles, which will enable achieving loose coupling and interoperability in the integration.

During the technical design HCL team will focus on identifying the interface and integration requirements between IBM FileNet and CEDS. The outcome of this study will be detailed integration plan and the technical specifications for integration.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 15 successful implementations using SOA along with FileNet suite of products exposing content management, process management, records management functions as services. This includes Unsecured Lending Platform for a leading bank in Australia
3	Description of Approach	Integration Architecture at Commonwealth of Virginia is not tied to a specific technology. HCL propose implementing integration architecture for ECM by applying Service-Oriented-Architecture (SOA) principles, which will enable VITA to integrate ECM with CEDS, existing legacy systems, and new applications. Implementation and building of SOA based integration would help in setting up a single customer view for the users. The information stored in the ECM system for content, workflow, and records will be exposed to CEDS and other systems by exposing key functions as an independent well defined interfaces / services (preferable web services over HTTP / SOAP). Both ECM and CEDS system will expose the respective functions as services, which can be consumed without unnecessary technology limitations. The following sections provide information on some of the key functions which are necessary to be shared between CEDS and ECM system:

		<p>CEDS functions:</p> <ul style="list-style-type: none"> Get Indexing Metadata – This interface will be exposed by CEDS system as a state less service, which will accepts key data as an input and return the corresponding metadata back to the system. ECM system will consume this web service when ever a document is indexed via Capture application during the scanning process. <p>ECM functions:</p> <ul style="list-style-type: none"> Update Facility Name – HCL recommend synchronous integration for the functions like update of facility name. When ever the value of facility changes in CEDS, the CEDS system will invoke this web service over HTTP / SOAP. This function will perform a search in ECM system and update the respective records accordingly. Update Record State – ECM system will expose a web service which can be invoked by CEDS system to update the state of the record. This will be a synchronous interface. Get Documents – ECM system will expose this function as a web service which will be used to retrieve the folder “hit list” of available documents based on the various criteria’s.
4	Assumptions (if any)	Synchronous/Asynchronous mode of message exchange will be decided during detailed design.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL: Integration plan and technical specifications for integration</p> <p>DEQ: development of the services on CEDS system.</p>

vi). (OPTION 6) Can you provide the necessary services to DEQ for analysis and implementation for CEDS integration?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 35 successful implementations where FileNet based solutions have been integrated with standard products like SAP, Siebel, Baan & external databases like Oracle, IBM DB2 and custom/legacy/mainframe systems.

3	Description of Approach	<p>The proposed solution will use CMWS framework to integrate the functions for viewing of document and folder “hit list”. The proposed solution will follow the principles of SOA wherein the functions for the interfacing will be discovered as independent services and get exposed for the CEDS and other systems.</p> <p>The CEDS system will invoke the web service at the various places where the similar integration is expected.</p> <p>This approach will help in sharing the same infrastructure and integration layer between ECM web portal and CEDS system. During the detailed design HCL technical team will provide the information on the screens where the above mentioned integration would be required.</p>
4	Assumptions (if any)	Actual integration approach will be decided during System Design phase
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL: Integration plan and technical specifications for the integration</p> <p>DEQ: Client on the CEDS system to consume the web services exposed by ECM system.</p>

2. BASE 21: Can you provide the necessary services for the required portal integration?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has done more than 5 successful implementations of FileNet product with Portal Server integration</p> <p>This includes:</p> <ul style="list-style-type: none"> • Contact Centre Project for one of the leading bank in Australia– Effort of this project is around 50+ person months. • Personal Loan Project for one of the leading bank in Australia – Effort of this project is around 200 person month. Effort for Portal Application integrated with BPM layer is around 60-70 person months.
3	Description of Approach	In HCL’s approach ECM system can be integrated with Web portal via following:

		<ul style="list-style-type: none"> • IBM FileNet Portlets: IBM FileNet provides portal integration for IBM Webshpere. The default portlets “Browse, Author, Inbox, Public Inbox, and Quick Search” provided by Workplace application can be called from the IBM Webshpere web portal system where in a consolidated view to display the contents from each portlet IBM FileNet provides the source code for the portlets, hence the layout and functionality of the portlets can be changed to satisfy the customized requirements. • CMWS: CMWS framework exposed an integration layer on SOA principles. The integration layer exposes the functions like “Get Inbox”, “Get Public Inbox”, “Get work Object”, “Process Work object”, “Out-Of-Office”, “Add Document”, “Get Document”, “Search Documents”, “Add folder”, Get Folder”, Search folders”, etc which can be consumed by the Web portal to provide the UI to the users. The above functions are exposed as web service, hence facilitate loose coupling while integrating ECM and Web portal system.
4	Assumptions (if any)	HCL technical team will perform detailed analysis during the design phase to provide an approach paper on both to the above mentioned approaches. The idea of the approach paper would be to find the best fit for integrating the Web portal and ECM system.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL: Integration plan and technical specifications for the integration</p> <p>DEQ: Client on the web portal system to consume the services exposed by ECM system.</p>

vii). (OPTION 7) Can you provide the necessary services for GIS integration?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has integrated GIS system with FileNet product for Pasco County, Florida, US.
3	Description of Approach	HCL proposes using CMWS framework to integrate ECM and GIS system. CMWS framework exposes functions like get document over web services which can be invoked over HTTP/ SOAP. The envisaged integration design is to provide links for the documents within GIS system on click of which users can seamlessly

		<p>pull the documents from ECM system. ECM system will also expose web service using which GIS system can retrieve the list of the documents by searching on the metadata.</p> <p>Based on the past experience of integrating ECM and GIS system HCL has experienced that the size of the document which need to be viewed affects user experience in viewing the document, hence the interfaces in the CMWS framework make extensive use of WebDAV while exchanging documents. If the size of the document is bigger than 5MB, CMWS uses WebDAV protocol to transfer the document. This helps in eliminating the latency issues while document viewing.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL: Integration plan and technical specification for integration</p> <p>DEQ: Services on GIS system</p>

viii). **(OPTION 8) Can you provide the necessary services to DEQ for eDMR integration?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 15 successful implementations using SOA along with FileNet suite of products exposing content management, process management, records management functions as services.
3	Description of Approach	<p>HCL proposes providing the ECM integration services for eDMR by utilizing the capabilities of CMWS framework and IBM FileNet Records Manager.</p> <p>Two systems will exchange the information via the SOA layer of CMWS framework, where in IBM FileNet Content Engine will be utilize to store the XML document generated from a DMR form under a specific document class.</p> <p>To address the legality issues associated with the ECM version of the document and retention, the proposed solution will use IBM FileNet Records Manager to manage the document of such type. The generated XML document will be captured as an official record by defining the appropriate access rights for the records (This will be done automatically as soon as the XML is generated).</p>

		The declared record will be further associated with the Records Category or Record folder for specific type of documents which will define the retention schedule for the document.
4	Assumptions (if any)	The detailed design for the solution may vary depending upon the analysis performed by the technical team during the design phase
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL: Integration plan, technical design specifications and services to auto declare the document as record</p> <p>DEQ: Integration client on the eDMR system.</p>

ix). **(OPTION 9) Can you provide the necessary services for eForms without an electronic signature?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 15 successful implementations using SOA along with FileNet suite of products exposing content management, process management, records management functions as services.
3	Description of Approach	<p>HCL approach would be integrating IBM FileNet e-Forms with CEDS system by applying SOA principles and using services consumed from the Component Manager module provided by FileNet Application Engine.</p> <p>As an alternate approach IBM FileNet eForms allows executing java script and perform HTTP based lookups within the eForms which will enable ECM system to invoke the web service exposed by the CEDS system. This design approach will allow implementing enterprise wide SOA based integration layer by utilizing CMWS capabilities across web and other layers within the ECM system.</p> <p>To accomplish this CEDS system need to expose two web services which will allow fetching and updating the relevant information. The eForms will invoke the web services to pull the index data which need to be displayed on the screen and also to update the data in the CEDS system from eForms.</p> <p>The copy of the eForms will be saved in the Content Engine document repository from where the eForms can be accessed anytime in future</p>

		based on the users Access Control List. During the review process "A Sample workflow for Air Compliance" the eForms will be attached to the work item and will be routed to the various participants. The participants will be able to open the copy of the eForms and see the index values retrieved from the CEDS system. The proposed solution will use Out of the Box (OOTB) features of IBM FileNet P8 to route the eForms along with the work item.
4	Assumptions (if any)	CEDS system would be able to expose the functions to fetch and update information as web service.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL:</p> <ul style="list-style-type: none"> Integration Services to integrate the IBM FileNet P8 eForms with CEDS to fetch and update the information and technical design specifications for the integration. <p>DEQ:</p> <ul style="list-style-type: none"> Expose the functions to get and update the information on the CEDS system

x). **(OPTION 10) Can you provide the necessary services for eForms with an electronic signature?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done more than 15 successful implementations using SOA along with FileNet suite of products exposing content management, process management, records management functions as services.
3	Description of Approach	<p>HCL's approach proposes integrating IBM FileNet eForms with CEDS system by applying SOA principles and using web services over HTTP / SOAP. IBM FileNet eForms allows executing custom java script and perform HTTP based lookups within the eForms which will enable ECM system to invoke the web service exposed by the CEDS system. This design approach will allow implementing enterprise wide SOA based integration layer by utilizing CMWS capabilities across web and other layers within the ECM system.</p> <p>HCL technical team will work with DEQ staff to understand the requirement on the technology which should be used for the electronic signature. Some of the options available for the signatures are "Signature cells, I-Sign, eSign, Microsoft</p>

		<p>CSP, Entrust, and Custom signing service “.</p> <p>To accomplish this CEDS system need to expose two web services which will allow fetching and updating the relevant information. The eForms will invoke the web services to pull the index data which need to be displayed on the screen and also to update the data in the CEDS system from eForms.</p> <p>The copy of the eForms will be saved in the Content Engine document repository from where the eForms can be accessed anytime in future based on the users Access Control List. During the review process “A Sample workflow for Air Compliance” the eForms will be attached to the work item and will be routed to the various participants. The participants will be able to open the copy of the eForms and see the index values retrieved from the CEDS system. The proposed solution will use OOTB features of IBM FileNet P8 to route the e-Form along with the work item.</p>
4	Assumptions (if any)	<p>CEDS system would be able to expose the functions to fetch and update information as web service.</p> <p>The technology for the signatures will be further analyzed and discussed during the design phase.</p>
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	<p>HCL:</p> <ul style="list-style-type: none"> • Integration Services to integrate the IBM FileNet P8 e-Form with CEDS to fetch and update the information and technical design specifications for the integration. <p>DEQ:</p> <ul style="list-style-type: none"> • Expose the functions to get and update the information on the CEDS system

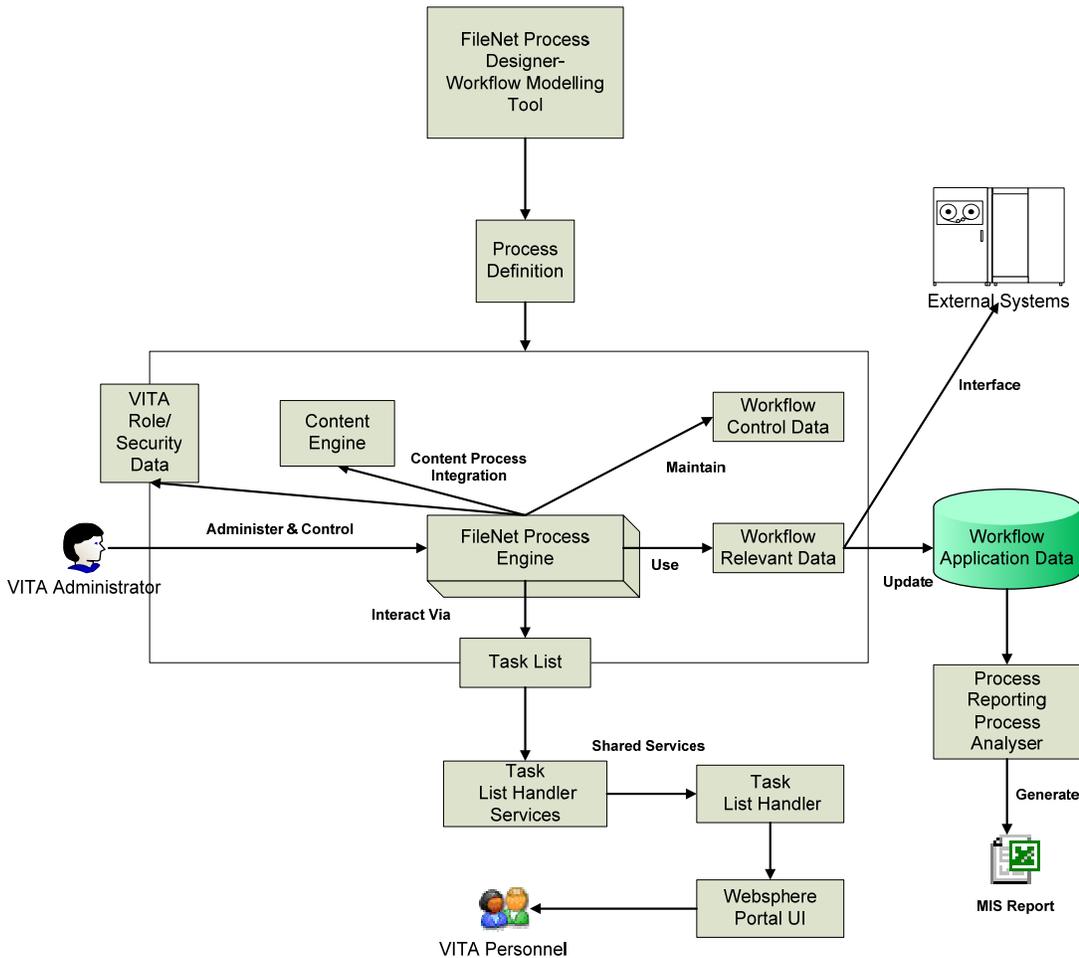
F. DEQ Case Study Workflow

1. BASE 22: Can you provide the necessary services for the required workflow?

HCL proposes to implement workflow solution using FileNet BPM engine making workflow as generic process services which can be invoked by portal server as well as external applications. Our solution will include:

- Process designing using FileNet Process Designer
- Defining and implementing authentication and authorization security models
- Integration of content with process using event subscriptions, document lifecycles etc
- External system (CEDS, GIS) integration using Java/JMS based adaptors
- Process metrics (MIS reports) for management
- Business rules definition, governing the execution flow of the business process
- FileNet portlets integration with Websphere portal

Component interaction model for workflow implementation:

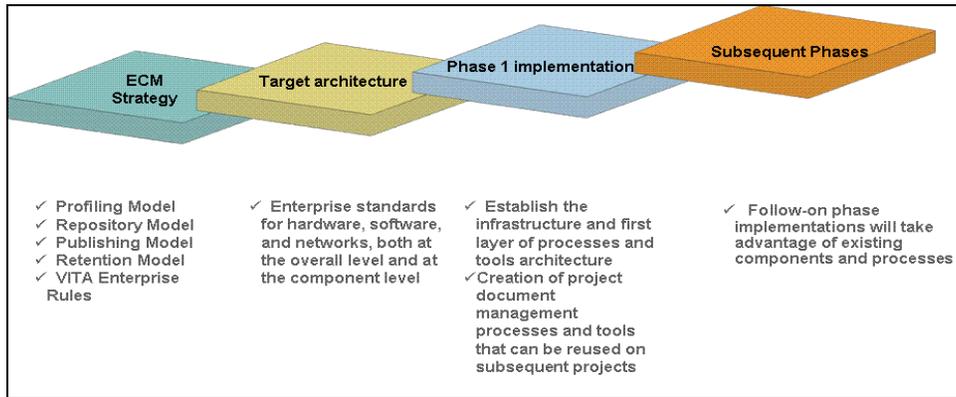


#	Response Parameter	Details
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1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has more than 80 successful implementation experience automating business processes over FileNet BPM engine including government, banking and manufacturing clients
3	Description of Approach	<p>HCL's approach proposes to implement workflow solution using below mentioned methodology</p> <p>Business Process Assessment:</p> <ul style="list-style-type: none"> • Understand AS IS business process • Analysis of To Be business process • Gap and best fit analysis • Identification of business rules for process decision and routing • Identification of external interfaces from the business process map • Identification of process reports • Identification of process participants in terms of users, groups and work queues <p>Business Process Design & Development:</p> <ul style="list-style-type: none"> • Modeling of the To Be business process using FileNet process designer • Design and development of business rules and integration with business process • Design and development of external interfaces and business process integration • Design and development of process analytics (MIS reports) <p>Above approach will be an integral part of the overall project implementation model.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

G. DEQ Case Study Deployment

HCL proposes the following implementation approach for deploying VITA ECM Integration solution:

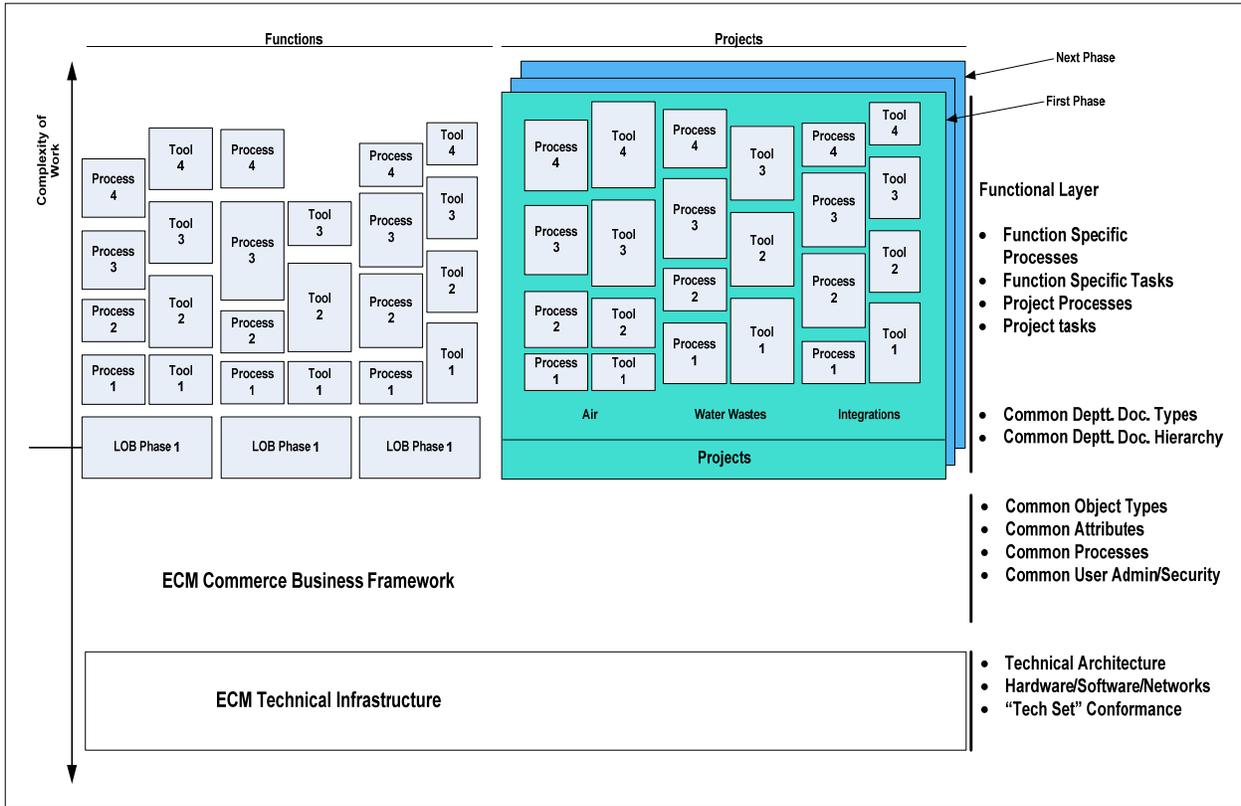


ECM Implementation Approach

The implementation of ECM architecture will enable the VITA to have a common set of technology and processes in place that allows its staff to manage the information and knowledge contained in its enterprise FileNet content repositories.

The ECM implementation team will construct the basic framework upon which an enterprise-wide solution can be built. The implementation team will complete the application design and implementation process for each phase. The approach is to allow representatives from each department to create specific processes while utilizing the common infrastructure (as defined in the diagram below).

- **ECM Technical Infrastructure Layer:** This layer is the common technical infrastructure (hardware, software, and networks) that conforms to the VITA technology standards.
- **ECM Common Business Infrastructure Layer:** This is the configuration of ECM infrastructure that is common across all departments, such as the document deliverables and records management integration. Examples include common document types, attributes, processes, and user administration and security. It will also include generic services for content management, records management and workflow management.
- **Functional Group Layers:** These layers are particular to each functional group in the initial rollout. These layers include identifying the requirements for basic store and retrieve functionality as well as additional document types, attributes, and processes that are required for each functional group.



1. BASE 23: Can you provide the necessary services for the required Phase 1 implementation deployment?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	As a FileNet partner, HCL has been providing end-to-end implementation, integration and support services on various FileNet suite of products for more than a decade. We have done more than 100 successful implementations over FileNet products across all major geographies and verticals.
3	Description of Approach	HCL proposes to provide services for end to end Phase 1 implementation and deployment. The focus in this phase would be to establish an ECM framework i.e. common technical infrastructure (hardware, software, and networks) that conforms to VITA's enterprise technology standards and will govern the enterprise usage model. Services offered for Phase 1 implementation will include Requirement Analysis, Solution Design, Build and Unit Testing, System Integration Testing, Deployment and Deployment Verification for: <ul style="list-style-type: none"> • Business Process Management • Document Capture and integration with

		<p>CEDS</p> <ul style="list-style-type: none"> • Content Indexing Schema (Classification Schema and Enterprise taxonomy) • Records Management and Email Retention • Enterprise Reporting COLD Reports
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

2. BASE 24: Can you provide the necessary services for the required Phase 1 validation services?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has a dedicated Testing Center of Excellence (CoE) focused on ECM products and applications.</p> <p>Our Testing CoE has extensive experience for providing validation services across ECM projects executed for customers in different verticals like – Government, Banking & Insurance, Publishing, Media & Entertainment, Life sciences etc.</p> <p>Testing CoE has put in more than 250 person months of ECM validation effort in last one year itself.</p>
3	Description of Approach	<p>Testers having expertise in FileNet platform will validate the system, beginning with the Presentation layer and up to the FileNet Repository level.</p> <p>The application will be tested for ECM features like:</p> <ul style="list-style-type: none"> • Workflow and process management • Document management functions like check-in/check-out, version management etc • Document life cycle management including archival and retention • Security: Controls access and editing rights through user-based and role-based

privileges, LDAP, SSL and digital certificate support

- Audit Trails: Tracks changes, downloads delivery, printing and other events to ensure government and industry compliance
- Full-Text/Metadata search: Enables users to navigate large sets of information without knowing how that content is organized or stored
- Integration of customized front-end with content management system using FileNet APIs and objects.

Test Strategy

HCL proposes a Phased Testing Methodology to address this validation for all phases. It will include:

- Test Planning
- Test Designing
- Test Execution
- Report & Analysis

Validation will not only involve functionality of the system but will test it as a product. The strategy behind testing this product can be summarized as:

Test planning. Requirements understanding will be build by the test team. Test plan will be highlighting all the important aspects of validation like requirements under test, test strategy, milestone deliverables, risk management etc. Test lab would be set up to simulate the environment for application testing. Builds will be created and deployed by the build manager on the test servers in this Test lab and then the test execution will start. Once the build is smoke tested, it will be shared with the test team for system and integration testing.

HCL will perform 3 rounds of testing wherein:

- **1st Round** will ensure that the entire application is tested and all critical bugs are fixed and closed. Validation of the overall functionality is the key focus in this round.
- **2nd Round** for re-testing the entire application to ensure that the integrity of the system is not compromised. All high

priority test cases will be re executed along with the defects fixed in the previous round.

- **3rd Round** of testing will ensure no bugs exist in the application and the application is defect free and ready for User Acceptance Testing.

1. **Testing through Iterative model:** HCL will use an iterative model to validate the system. With every iteration released for testing, regression testing will be a must in every subsequent iteration. The tasks for each iteration testing will be planned and put into the overall project plan.
2. **Configuration Testing:** Integration of all IBM FileNet products along with peripheral products like Kofax will be validated.
3. **508 Compliance Testing:** 508 Compliance testing will be performed based on the need of the system.
4. **Services Testing:** Since the proposed solution is based on SOA, HCL will also perform the validation services to ensure successful message exchange across services.
5. **Automation Regression Testing:** HCL will use standard and HCL's proprietary tools for regression testing.
6. **Performance Testing:** Automation performance test tools would be used to test the Performance, Load and Volume handling capabilities of the application under defined loads.

7. **Integration Testing**
8. **Database Testing**
9. **Usability Testing**

To deliver a high quality product at the end, test planning will start right at the beginning of the requirement phase. Test cases will be created by the testers and reviewed by SMEs and the development team before getting the sign-offs.

These test cases will then be executed based on

		<p>the number of rounds of testing planned with multiple builds to track defects.</p> <p>Defect tracking tool would be used to track defects. Triage meetings would be conducted to analyze these bugs and bring them to closure.</p> <p>Test Coverage</p> <ul style="list-style-type: none"> In order to map the test cases with the requirements, a Requirements Traceability Matrix will be prepared to verify that the test cases cover all Non-functional and Functional requirements. <p>Report & Analysis</p> <p>Test Results and Summary reports will be finally shared with all stakeholders to give them the complete picture of the testing outcome and to indicate the health of the product.</p> <p>Test results and reports will be generated periodically and shared with VITA to track project health.</p> <ul style="list-style-type: none"> Test Logs: This report will specify the number of test cases executed, and their results. Test Incident Report: This report will show details of bugs encountered during the testing cycle. Bug details such as severity, priority, resolution, etc. will be mentioned in this report. Test Summary Report: This report will specify which functionality gets tested against which build, and their results. <p>Deployment on Production Servers</p> <p>Application once validated by the test team and user accepted, will be deployed on the production servers. A Sanity check would be performed by the HCL test team to ensure successful deployment.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

3. BASE 25: Can you provide the necessary services for the required phase 2 implementation deployment?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>As a FileNet partner, HCL has been providing end-to-end implementation, integration and support services on various FileNet suite of products for more than a decade.</p> <p>We have done more than 100 successful implementations over FileNet products across all major geographies and verticals.</p>
3	Description of Approach	<p>HCL's approach for phase 2 deployment will be to leverage the learnings and best practices from phase 1 and implement the same along with reusable tools and components built in phase 1.</p> <p>HCL will provide services for entire SDLC for the tasks identified by VITA for phase 2.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

4. BASE 26: Can you provide the necessary services for the required Phase 3 implementation deployment?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>As a FileNet partner, HCL has been providing end-to-end implementation, integration and support services on various FileNet suite of products for more than a decade.</p> <p>We have done more than 100 successful implementations over FileNet products across all major geographies and verticals.</p>
3	Description of Approach	<p>HCL's approach for phase 3 deployment will be to leverage the learnings and best practices from earlier phases and implement the same along with reusable tools and components built in phase 1&2.</p> <p>HCL will provide services for entire SDLC for the tasks identified by VITA for phase 3.</p>
4	Assumptions (if any)	NA

5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

xi). **(OPTION 11) Can you provide the necessary services for the Phase 3 validation services?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has a dedicated Testing Center of Excellence (CoE) focused on ECM products and applications.</p> <p>Our Testing CoE has extensive experience for providing validation services across ECM projects executed for customers in different verticals like – Government, Banking & Insurance, Publishing, Media & Entertainment, Life sciences etc.</p> <p>Testing CoE has put in more than 250 person months of ECM validation effort in last one year itself.</p>
3	Description of Approach	Validation approach will be common across all phases. For details please refer to BASE - 24
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

xii). **(OPTION 12) Can you provide the necessary services for the Phase 4 implementation services?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>As a FileNet partner, HCL has been providing end-to-end implementation, integration and support services on various FileNet suite of products for more than a decade.</p> <p>We have done more than 100 successful implementations over FileNet products across all major geographies and verticals.</p>
3	Description of Approach	<p>HCL's approach for phase 4 deployments will be to leverage the learnings and best practices from earlier phases and implement the same along with reusable tools and components built in phase 1, 2 & 3.</p> <p>HCL will provide services for entire SDLC for the tasks identified by VITA for phase 4.</p>

4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

5. BASE 27: Can you provide the necessary services for the required Phase 5 implementation deployment?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	As a FileNet partner, HCL has been providing end-to-end implementation, integration and support services on various FileNet suite of products for more than a decade. We have done more than 100 successful implementations over FileNet products across all major geographies and verticals.
3	Description of Approach	At the time when we reach phase 5, HCL would have a vast experience and learning from the initial phases, all of the learning will be incorporated during this last and final phase. In this phase HCL proposes to provide services for entire SDLC for the Water, Hazardous Waste and Solid Waste for: <ul style="list-style-type: none"> • Indexing schema validation & redeployment • CEDS integration with Ascent Capture • Records Management (File plan, disposition schedule, event triggers) • COLD reports integration with EDMR • Workflow implementation
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

xiii. (OPTION 13) Can you provide the necessary services for the Phase 5 validation services?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has a dedicated Testing Center of Excellence (CoE) focused on ECM products and applications.

		<p>Our Testing CoE has extensive experience for providing validation services across ECM projects executed for customers in different verticals like – Government, Banking & Insurance, Publishing, Media & Entertainment, Life sciences etc.</p> <p>Testing CoE has put in more than 250 person months of ECM validation effort in last one year itself.</p>
3	Description of Approach	Validation approach will be common across all phases. For details please refer to BASE - 24
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

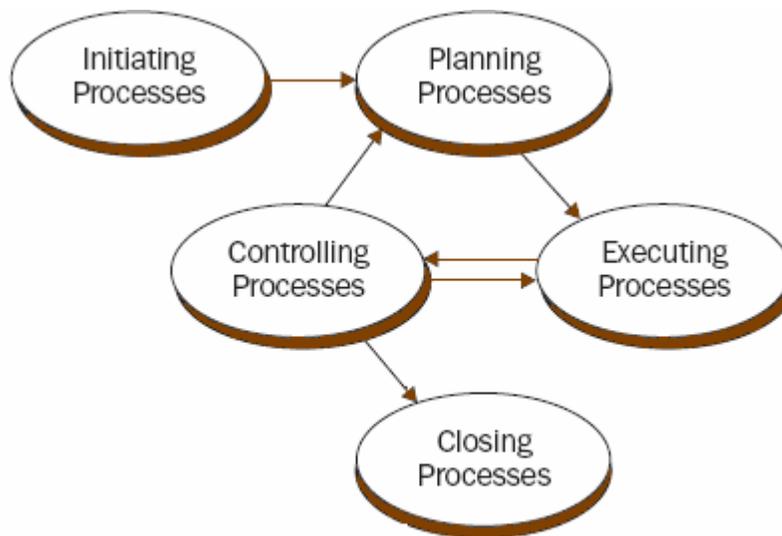
H. DEQ Case Study Project Management

Project Management Methodology

We at HCL believe that the first challenge of project management is to ensure that a project is delivered within defined constraints. The second, more ambitious challenge is the optimized allocation and integration of inputs needed to meet pre-defined objectives. A project is therefore broken down into carefully defined set of activities that use resources (money, people, materials, energy, space, provisions, communication, quality, risk, etc.) to meet the pre-defined objectives.

HCL's Project Management Methodology consists of five phases – Initiating, Planning, Executing, Controlling and Closing. Each of these phases uses a comprehensive repository of HCL's best practices and is continuously fine-tuned as a result of our best practices and learning from previously executed projects across different verticals and customers all over the world.

The following diagram shows the activities involved in Project Management Methodology:



(arrows represent flow of information)

Spanning across these 5 phases, a project comprises of the following activities:

- Planning the work or objectives
- Analysis & Design of objectives and events
- Assessing and controlling risk (or Risk Management)
- Estimating resources
- Allocation of resources
- Organizing the work
- Acquiring human and material resources
- Assigning tasks

- Directing activities
- Controlling project execution
- Tracking and Reporting progress
- Analyzing the results based on the facts achieved
- Defining the products of the project
- Forecasting future trends in the project
- Quality Management
- Issues Management
- Issues solving
- Defect prevention
- Project Implementation
- Project Closure
- Communicating to stakeholders
- Ramp-up/ Ramp-down of the Project team

Project Management Artifacts

In our experience most projects we have worked on have been successful to a large extent due to team's commitment towards adequately documenting all objectives and deliverables. These documents have then been used as a mechanism to align sponsors, clients, and project team's expectations. The list below mentions some of the major artifacts which form the base of a Project Management Plan:

- Project Charter
- Business case/Feasibility Study
- Scope Statement / Terms of reference
- Project management plan / Project Initiation Document
- Work Breakdown Structure
- Change Control Plan
- Risk Management Plan
- Communications Plan
- Governance Model
- Risk Register
- Issue Log

- Action Item List
- Resource Management Plan
- Project Schedule
- Status Report
- Responsibility assignment matrix
- Database of risks
- Repository of lessons learned
- Stakeholder Analysis

These documents are normally hosted on a shared tool (e.g. PM Smart, Visual Source Safe (VSS), Intranet web page etc.) and are available for review by the project's stakeholders. Changes or updates to these documents are explicitly outlined in the project's configuration management or change control plan.

Project Management Approach

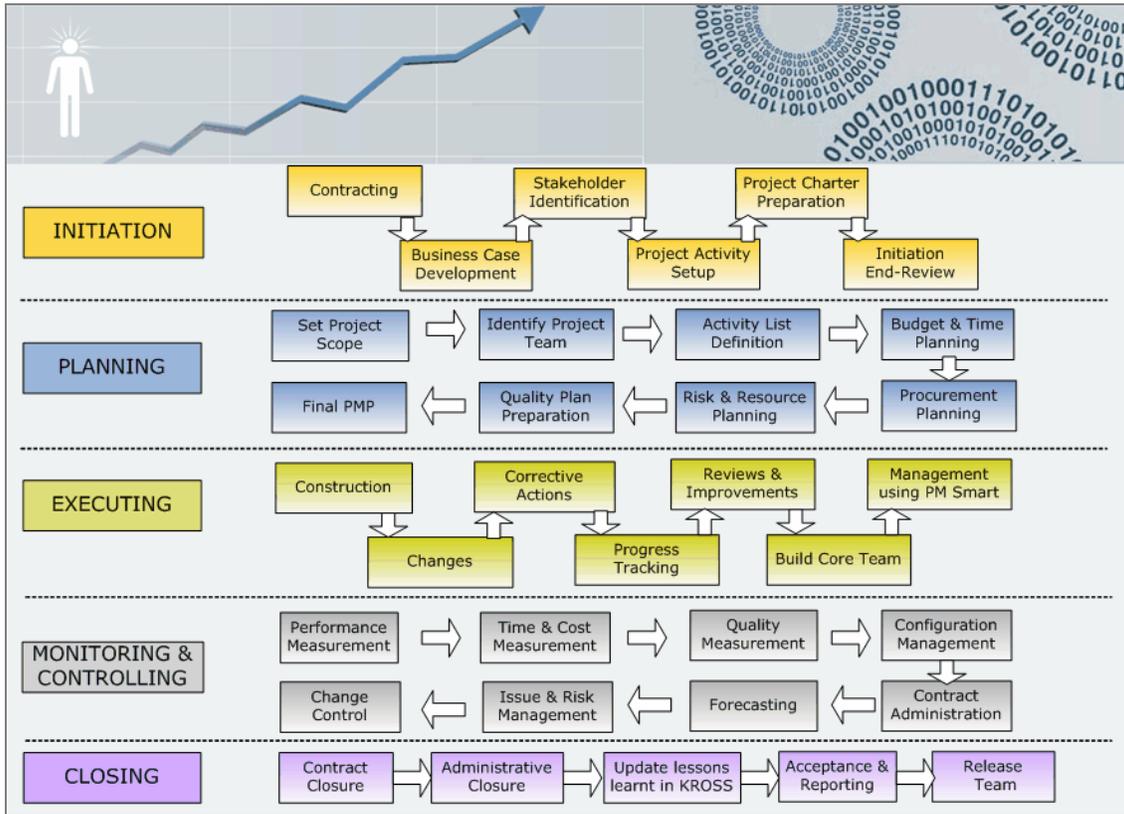
There are several approaches that we have used for managing project activities for various customers. These include traditional, agile, interactive, incremental, and phased approaches. For Regardless of the approach employed, careful consideration has been given to clarify surrounding project objectives, goals, and importantly, the roles and responsibilities of all participants and stakeholders. For the current VITA RFP response, we are proposing the Traditional Approach, details of which are given in the subsequent sections.

1. The traditional approach

Majority of projects use the traditional phased approach, using which the Project Management Team identifies a sequence of steps to be completed. In the traditional approach, we distinguish between 5 components of any project (4 stages plus control):

- Project initiation stage
- Project planning and design stage
- Project execution stage
- Project monitoring and controlling stage
- Project completion and maintenance stage

The following is a snapshot of our Project Management approach for VITA's ECM integration:



All HCL teams have access to HCL’s Knowledge Management Systems and Quality Management Systems where these are stored in the form of Templates, processes for compliance, procedures to be followed and leanings from past experiences. Below is the detailed description on the activities carried out and tools used at each step:

2. Project Initiation

The initiation stage determines the nature and scope of the development. If this stage is not performed well, it is unlikely that the project will be successful in meeting the business’s needs. The key project controls required here are an understanding of the business environment and making sure that all necessary controls are incorporated into the project. Any deficiencies are reported and a recommendation is made to fix them.

The initiation stage includes a cohesive plan that encompasses the following areas:

- Study analyzing the business needs in measurable goals
- Review of the current operations
- Conceptual design of the operation of the final product
- Hardware / Software/ Networking requirements
- Financial analysis of the costs and benefits including a budget
- Identification of stakeholders, including users, and support personnel for the project
- Finalizing the Project charter which includes costs, tasks, deliverables, and schedule

3. **Project Planning and Design**

After the initiation stage, the project enters the detailed Project Planning and Design phase. This involves creating a detailed planning document that help guide the team throughout the project delivery and formalizing the project plan, resource plan, budget plan, quality plan, acceptance plan and communications plan. This phase also involves setting up of the delivery team.

Post planning, the actual design phase starts wherein the team prepares the Design document and Test scripts. Occasionally, a small prototype (POC) of the final product is also built and tested. Testing is generally performed by a combination of testers and end users, and normally occurs after the solution is built or concurrently. Controls are kept in place in order to ensure that the final product meets the specifications of the project charter. The results of the design stage include a detailed design document that:

- Satisfies the project sponsor, end user, and business requirements
- Functions as it was intended
- Meets the acceptance criteria
- Meets the Organization / client defined quality standards
- Can be produced within time and budget constraints

4. **Project Execution**

Based on detailed project plan definition, project execution phase begins that involves constructing and tracking the deliverables. This phase involves coordination of people, resources and processes to build deliverables. Guidelines / templates / forms / processes as given by HCL's Organizational Management System (OMS) are extensively used in performing implementation reviews and other Quality Assurance activities.

PM Smart, one of the proprietary tools, is used to track all the activities of the project. To define processes at every stage, HCL uses **ETVX** (Entry Criteria, Task, Verification & Validation, and Exit Criteria) paradigm. This provides the precise entry and exit gate to each of the process step and also defines various tasks and corresponding responsibilities unambiguously.

5. **Project Monitoring & Controlling**

This phase involves monitoring of project activities against the defined project management plan and identifying the potential problems. Project performance is monitored and measured regularly to identify and control variances from plan. The corrective actions are taken whenever necessary to control the execution. Monitoring and controlling involves the measurements and controlling the project delivery, scope, costs, quality, risks, suppliers, customers, communication and issues.

This phase also involves the scope control process. Only changes approved by Change Management process, as defined in HCL OMS, are incorporated. Internal audits and quality reviews are done at a pre-defined frequency and adjustments to the Project Management plan are made by repeating the appropriate Project planning processes.

6. **Project Closing and Maintenance**

Closure involves winding-down the project by various closure activities that include handing over the final deliverables to the customer, releasing resources; contract closeout process is initiated which involves completion and settlement of the contract, including resolution on any open items.

As part of the Closure process, final evaluation is undertaken; team works on compiling lessons learned for use in planning future projects and processes. All Best practices and lessons learnt are updated in HCL's Knowledge Management repository (**KROSS**) for further reference.

Maintenance (wherever applicable) is an ongoing process, and will include:

- Continuing support of end users
- Correction of errors
- Feature enhancements

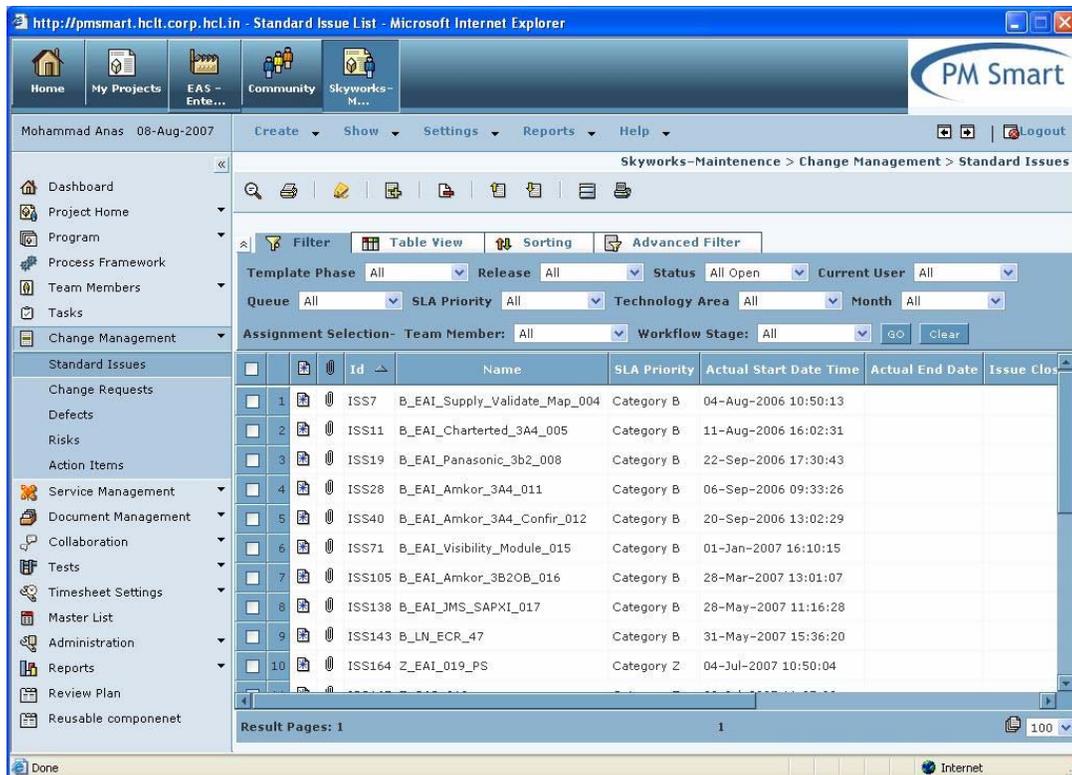
7. Project Management Tools

Below are the some of the HCL tools used by delivery teams for managing projects at various operational stages:

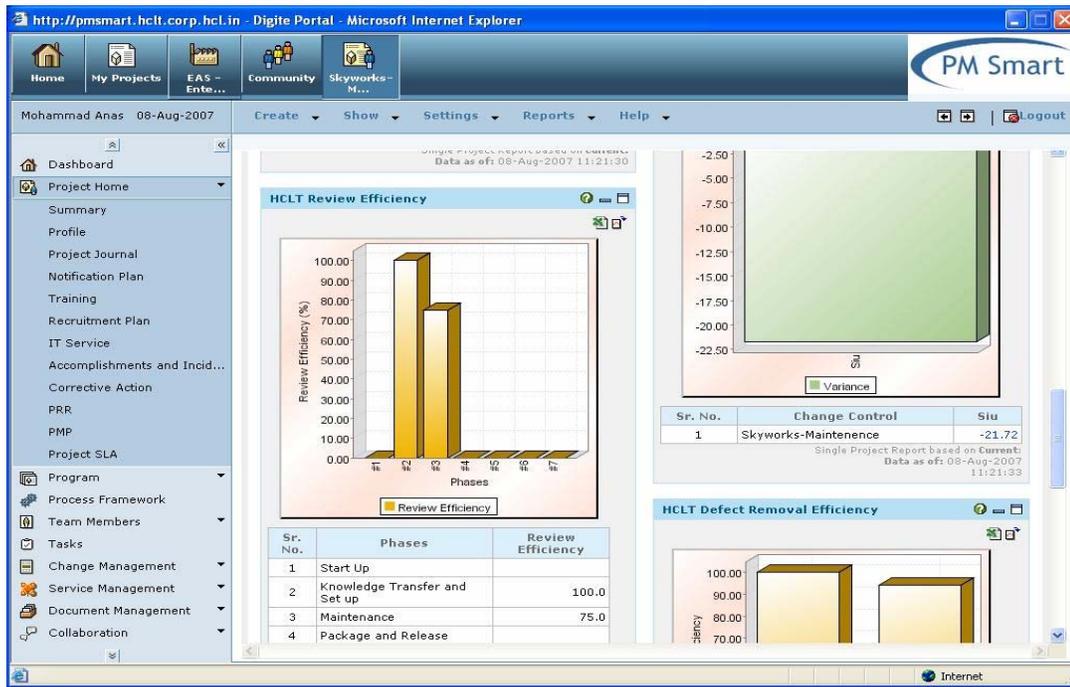
1. PM Smart

HCL is using the PM Smart for project management. It is a web based integrated platform for Software Lifecycle Management. It enables the organization to effectively execute the outsourced projects, Collaborate effectively with customers and stakeholders to ensure timely, quality deliverables and Automate and Execute Best Practices Methodologies for Service Delivery. It helps projects capture and track requirements, issues, risks and defects; let the project managers create Work breakdown structure, allocate resources, assign tasks, track cost and schedule; help in team collaboration, resource management and project reporting.

Given below are sample screen shots from a live PM Smart console:



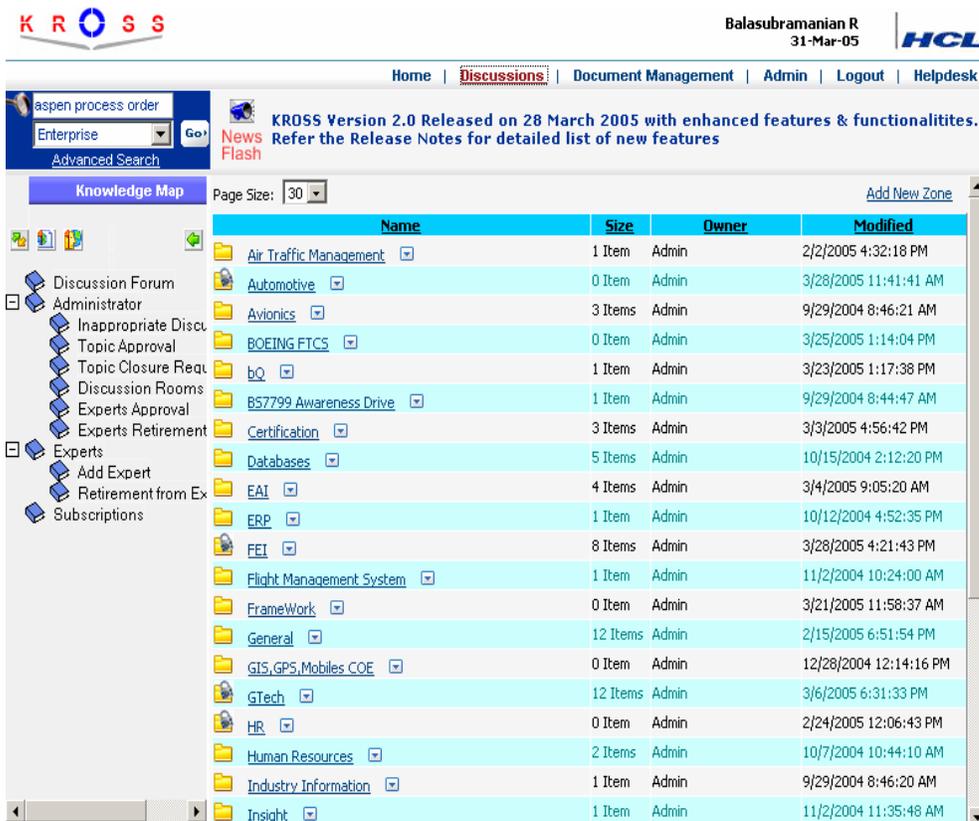
PM Smart Home Page



PM Smart – Dashboard:

2. KROSS – Knowledge Retained & Organized in a Structured System

The following figure shows the screenshot for KROSS:



Features

- Accessible through HCL's Corporate Intranet
- Login linked to employee SAP id
- Workflow based implementation
- Scalable – Altering K base, users
- Complete document management
- Discussion rooms
- Integrated advanced search engine
- Feedback Option
- User friendly and customizable GUI
- Version control and audit trail with all objects
- Document security – BS 7799 standard
- E-mail notification integrated with workflow

(a)

(b)

(c) Base Modules of the KM System

- **Document Management** – Knowledge Base (Accessible to all), Customer Data (Accessible to Managers & above), Project Data (Accessible to Managers & above), FAQ (Accessible to all), Sales & Marketing data (Accessible to Sales & Marketing teams), Opportunity data (Accessible to Managers & above)
- **Discussion Module** – Discussion Forum & access to Subject Matter Experts (Accessible to all users). Helps in generating focused knowledge
- **Helpdesk** – feedback management, Issue resolution, suggestions

(a)

(b) Advantages of using KROSS:

- Improving Delivery Management
 - Developer experiences
 - Awareness of failure modes, best practices
 - Access to Experts
- Ideas & Alternatives for
 - Scope definition
 - Estimation
 - Architecture & Design
 - Management & Communication strategies
 - Solutions & similar requirements
 - Mining new opportunities

3. Defect Management System

Defect Management System has been developed to review and manage defects in projects. The system comprises of 2 modules:

- PVCS is a defect-tracking tool, which enables to log the defect, provide review and rework details & track it to closure.
- Defect classification, Trend and Causal analysis

4. Orion (ODC Relationship information Online)

Orion (ODC Relationship Info Online), as the name suggests, it helps ODC manager in managing day-to-day operations in an Offshore Development Centre, besides meeting key objectives as mentioned below.

- ODC Operational Efficiency Improvement
- ODC Business Generation
- Application Knowledge Gathering Templates/ Checklists
- Demonstration to ODC Customer/ New Prospect
- Single point Document Repository for all ODC related documents
- ODC console catering to Defect, Manpower, Business and Training Analysis/ Trend
- Interfaces to live data from PVCS/ DIS, HRIS, and view functionality to SAP information (frequency based download)

5. Broad Vu – CxO Dashboard

BroadVu is online dashboard developed to provide on line view of ODC at various levels of the customer organization as well as outsourcing partner organizations. It addresses the problems of geographically distributed projects, and highly outsourcing oriented scenarios, with ODC management issues and escalations. It provides various analyses on meaningful project indicators, Key Performance Indicators (KPIs) for various stakeholders like Top Management, Program Managers, Project Managers, and Offshore Development Centre (ODC) Managers.

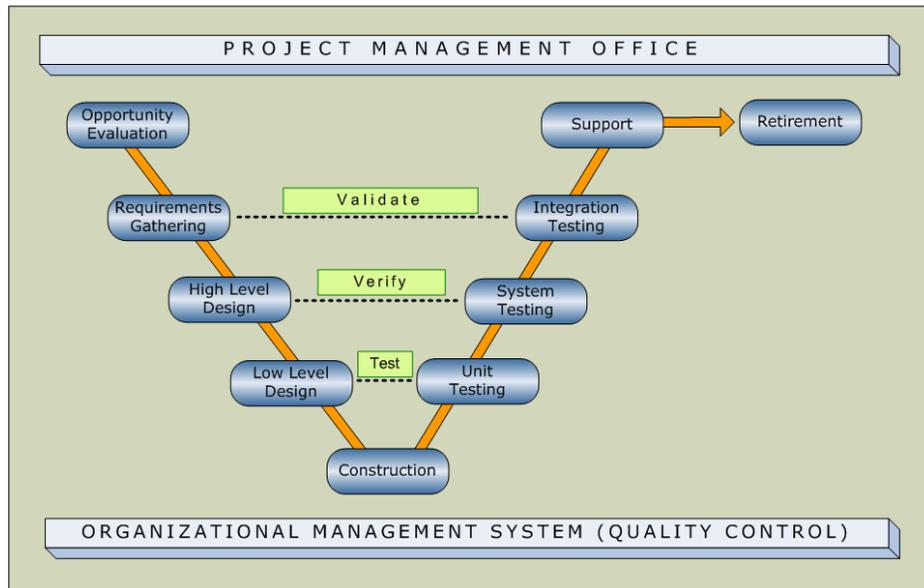
CxOs define the Performance Indicators for the outsourcing assignments and track the progress to ensure that organization's investments in IT are delivering measurable business and technology results. CxO Dashboard provides flexibility in defining the KPIs and creates views as per CxO's need to manage and present the information.

8. Professional Certification:

60% of the Project Management Workforce at HCL is certified Project Management Professional (PMP) which is a globally recognized certification in project management. It is managed by the Project Management Institute and is based on the PMP Examination Specification published by PMI in 2005. The Organization mandate is to achieve 90% PMP coverage at the Project Manager's level by end of 2007.

9. Proposed Software Development Lifecycle for VITA ECM Implementation:

HCL will follow a formal process of software development which will aid in optimizing and reducing the overall development time and thereby result in a lower total cost of ownership, besides allowing us to clearly define VITA expectations early on in the project. HCL proposes to follow the V-model for software development that is aided by guidelines laid by Project Management Office and HCL's Organizational Management System (OMS). The following figure shows the V-model for software development:



HCL's Software Development V-Model

Following phases will be included as part of this model:

1. Initiation and Study (Opportunity Evaluation & Requirements Gathering)
2. Design (High Level & Low Level Design) and Test plan / case preparation
3. Coding (Construction)
4. Test execution Process (Unit, System, Integration & Performance)
5. Release (User Acceptance) and monitoring
6. Maintenance (Support & Retirement)

Given below is a task summary for each phase:

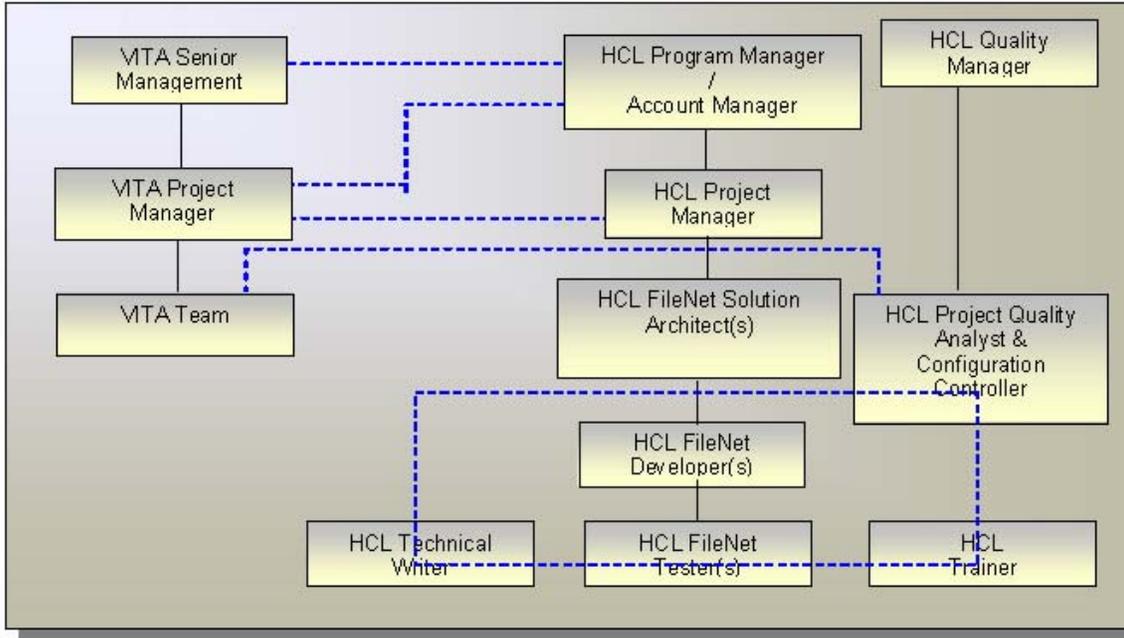
Phase	Tasks	Description	Supporting Tools
Initiation and Study	Requirement Analysis	<p>The objective of the Requirements Analysis is to identify and document the user requirements for a proposed system. The process involves the analyst(s) who communicates with knowledgeable user(s) to understand what the requirements are. Existing systems if any are reviewed and considered at this stage. The deliverable for this task is System Requirements Specification (SRS) document. The final SRS is verified and base-lined. A traceability Matrix is also prepared as part of this phase and this matrix is updated throughout the project lifecycle to ensure all required features are included and reviewed before delivery.</p>	<p>Sample template for System Requirements Specification (SRS) document</p> <p>Refer to HCL_VITA Appendix F.doc in HCL_VITA Appendices folder</p>
	Estimation	<p>The task includes the use of various software estimation tools to estimate the size and effort of the project to be developed in order to subsequently derive estimates of cost, effort and schedule. The estimation tool used depends on the technology being used. For FileNet customization / solution implementation projects, our estimate is based on Function Point analysis. The Estimation sheet is approved by the central Estimation Council of HCL.</p>	<p>Sample template for Estimation Sheet</p> <p>Refer to HCL_VITA Appendix G.xls in HCL_VITA Appendices folder</p>

Phase	Tasks	Description	Supporting Tools
Design	High Level Design	<p>The designers determine methods to implement Functional and Non functional Requirements mentioned in the SRS. The design defines specifically how the software is to be written including an object model with properties and methods for each object and a detailed database design.</p> <p>The functional definition of the system and the associated standards should be presented in the document. High Level Design is base-lined and a sign-off is obtained before proceeding with the Low Level design phase.</p>	<p>Sample template for High Level Design (HLD) document</p> <p>Refer to HCL_VITA Appendix H.doc in HCL_VITA Appendices folder</p>
	Low Level Design	<p>Objective of this stage is to prepare an implementation specific Detailed Design description of all the functional units of the system, their interfaces, algorithms and internal structure to match the design in the relevant High Level Design (HLD). The final Low Level Design is verified and base-lined.</p>	<p>Sample template for Low Level Design (LLD) document</p> <p>Refer to HCL_VITA Appendix I.doc in HCL_VITA Appendices folder</p>
	Test Plans	<p>The objective of this phase is to prepare test plans and test cases to be followed during various phases of the life cycle. Test cases are prepared for Unit, System and Integration testing.</p>	<p>Sample template for Test Plans and Test Cases</p> <p>Refer to HCL_VITA Appendix J.doc in HCL_VITA Appendices folder</p>
Coding	Coding	<p>The development phase involves the actual coding of the entire application. This is the most resource-intensive phase.</p> <p>All Objects of the source code are named, versioned and carry a history log, which has</p>	<p>Sample template for Coding Standards;</p> <p>Refer to HCL_VITA Appendix K.doc in HCL_VITA Appendices folder</p>

Phase	Tasks	Description	Supporting Tools
		<p>details of name, date, time and reason for each change. This allows our source code to be instantly identifiable and traceable, which is an important aspect of our ISO 9001:2000 implementations.</p>	
Testing	<p>Unit Testing</p> <p>System Testing</p> <p>Integration Testing</p>	<p>The complete application is checked against each Functional and Non-functional requirement specified in the SRS. This is done first by our Testers and then verified by the customer.</p>	
Release	<p>Delivery and Setup</p> <p>Acceptance</p>	<p>The deployment phase is a roll out of the new application (or components of the new application). This involves delivery of the software and walk-through of the installation process. It may also involve initial training of users.</p> <p>Based on the pre-defined acceptance criteria, the Client may conduct the acceptance test during this phase.</p>	<p>Final Inspection Report (FIR)</p> <p>Refer to HCL_VITA Appendix L.doc in HCL_VITA Appendices folder</p>
Maintenance	Support & Retirement	<p>The maintenance phase of the project is the last component and it continues as long as a support contract is in place.</p>	

Proposed Delivery Team Structure

The following figure shows the proposed delivery team structure:



HCL Responsibility Matrix

#	Role	Responsibilities
1	Senior Manager/ Program Manager	<ul style="list-style-type: none"> ▪ Provide all resources to the project team throughout the project life cycle. ▪ Resolve all escalations/issues for the project.
2	Project Manager	<ul style="list-style-type: none"> ▪ Primarily responsible for timely execution of HCL responsibilities with the desired level of quality ▪ Project planning, scheduling, tracking and monitoring. ▪ Analysis and Effort Estimation. ▪ Coordination between VITA and HCL team ▪ Project Progress & Status Reporting ▪ Change and problem report generation. ▪ Delivery of work products ▪ Project Performance metrics collection and analysis

#	Role	Responsibilities
5	Solutions Architect	<ul style="list-style-type: none"> ▪ Analyze the overall requirements of the client and arrive at alternative solutions to satisfy the requirements. ▪ Study all the alternative solutions possible and select the most appropriate strategy. ▪ Architect the initial broad-level solution including the infrastructure, platform, technology, and development methodology. ▪ Obtain the concurrence of all the stakeholders on the solution and define the vision and roadmap for the project execution. ▪ Collect, collate and analyze the low-level business requirements of the client. Actively participate and oversee the Analysis and Design phases of the project. ▪ Walkthrough the stakeholders on the artifacts generated and obtain the signoff for implementation.
4	FileNet Developers	<ul style="list-style-type: none"> ▪ Participate in the following life cycle activities and associated deliverables: <ul style="list-style-type: none"> ○ High-level & low-level design ○ Test Plan and test case preparation ○ Code Construction ○ Unit Testing ○ Peer reviews ○ System testing ○ Defect fixing ▪ Change / Configuration ▪ Quality / Testing
6	Project Analyst / Quality CC (Configuration Controller)	<ul style="list-style-type: none"> ▪ Facilitate in project management review. ▪ Review of various Deliverables. ▪ Review of Project Documents and Work products ▪ Version Control and SCM activities
7	FileNet Tester	<ul style="list-style-type: none"> ▪ Test case design ▪ Black box testing ▪ Regression testing ▪ System testing ▪ Component testing ▪ Performance testing
8	Technical Writer	<ul style="list-style-type: none"> ▪ Writing User manuals ▪ Technical documentation ▪ Installation manual ▪ Implementation guide
9	Trainer	<ul style="list-style-type: none"> ▪ Developing and conducting classroom and web based training ▪ User training ▪ System administration training

VITA Responsibilities

#	Role	Responsibilities
1	VITA Senior Management	All Financial & Administrative issues and resolution of any project related issues / escalations
2	VITA Project Manager	Single point contact for <ul style="list-style-type: none"> ▪ Clarifications and feedback on Project functional/technical Issues ▪ Providing Subject Matter Experts on a need basis ▪ Timely acceptance of HCL deliveries ▪ Project Coordination and Monitoring ▪ Resolution of project escalations (if any) from HCL Project Manager

Project Communication

Communication is one of the most crucial aspects in the success of any process during the life cycle of a project. The ability to quickly establish a smooth line of communication between the teams on either side plays a critical role in the success of the project delivery to ensure complete customer satisfaction.

HCL understands that VITA requires a formal project communication approach due to the overall importance of the project with respect to the change in business practices and its overall value in attracting new distribution sources. HCL proposes to use the following approach in establishing communication with VITA:

- Level of Communication
 - Operational Level, Project Management Level and Senior Management Level.
- Reviews
 - Periodic Technical reviews
 - Periodic Project Planning/progress review
 - Periodic business aspects review
- Communication channels
 - E-mails, Telephones, Fax etc.
 - Weekly / Bi weekly Audio conferencing
- Status reporting
 - HCL – VITA Team Meetings
 - Status report will be sent to VITA at pre-decided frequency (generally, this frequency is weekly). The report will cover the completion of work, work in progress, work planned till the next report, issues etc. This can be followed by a weekly call.
- Feedback from VITA
 - HCL will circulate its formal Customer Feedback Form to VITA for obtaining feedback on the quality of the deliverables and overall performance.
- Problem resolution process
 - HCL Project Manager will be the owner of this process.

- HCL Project Manager will use the cyclic process of Identification-Documentation-Escalation for effective management of the issue.
- Problems will be sent to VITA on-a-need basis for any clarification
- Problem escalation process – the following problems will be escalated to VITA:
 - Those, which have a direct impact on the commercial aspects.
 - Problems associated with the quality of deliverables.
 - Problems which affect schedule.
 - Other unresolved Issues.

Given below is an indicative matrix that describes the mode, frequency, and participants required for the proposed meetings.

Mode	Frequency	Participants	Meeting Purpose
Email / Team Meetings / Tele conference	Weekly / Daily	VITA Project Manager, HCL Project Manager and Team Leader Team	Technical information, clarification, progress of project and other day-to-day activities.
Email Tele conference	Monthly	Project management level of VITA and HCL	Monthly Performance Report, daily performance, planned or anticipated activities and changes that might adversely affect performance, and otherwise to address, review and discuss matters specific to VITA
Email / Tele conference	Monthly	VITA Project Manager and HCL Project Manager	Project Technical Review, Project Management Review
Onsite/ Offshore	Quarterly	Sr. Management (team to be decided at a later stage)	Review the reports for the quarter, review HCL's overall performance under the Agreement, review progress on the resolution of issues, provide a strategic outlook for VITA's IT requirements, and discuss other matters as appropriate

*The frequency given above depicts the periodicity of communication. However, this will be mutually agreed upon between HCL and VITA will be done based on both parties acceptance.

Defect Classification & SLA

VITA and HCL will work together to classify various defects and arrive at suitable Service Level Agreements (SLA), which will be documented in Project Management Plan.

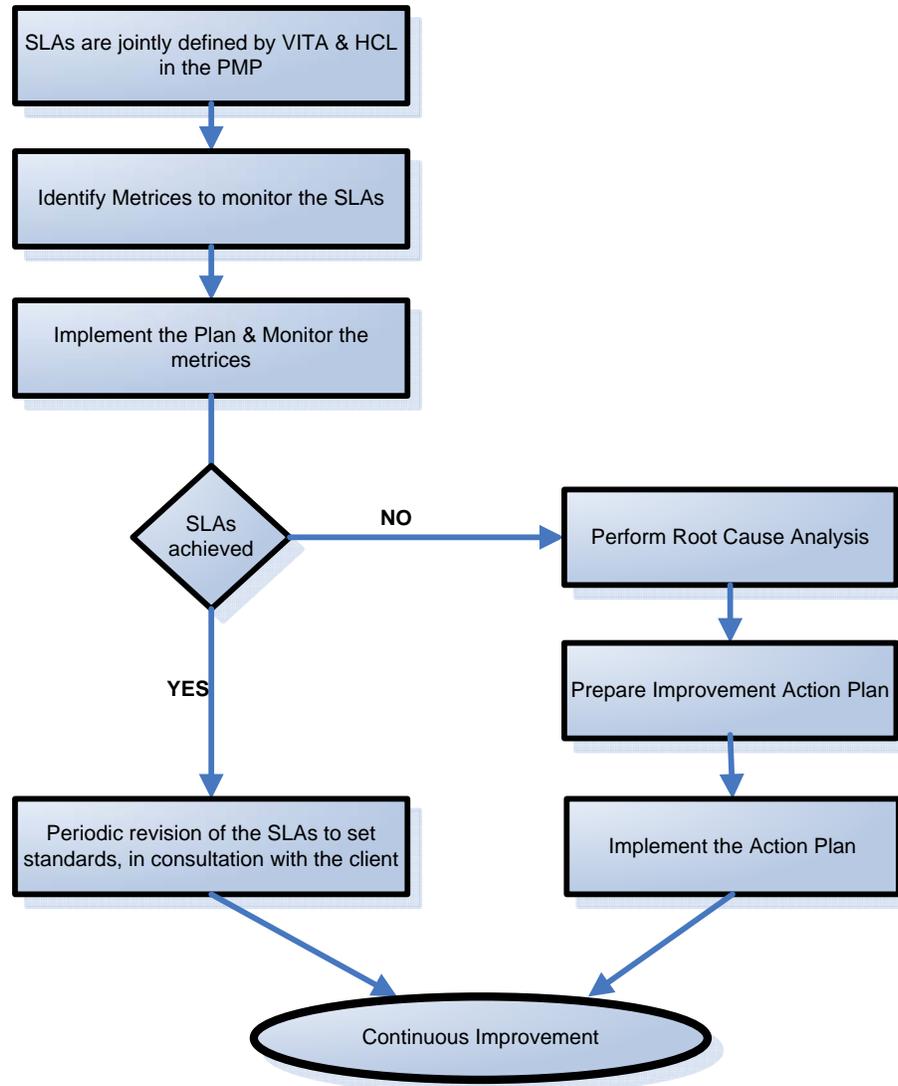
Typically with some of our existing clients we have Defects classified as given below:

Type	Description
Critical	Leads to failure or abnormal termination of the system and has direct

	impact on business deliverables
Major	Leads to loss of functionality without any workaround. Because of this defect, user is not able to perform the function correctly.
Minor	Leads to loss of functionality with simple workaround. User is able to perform the function.
Trivial	Cosmetic or presentation errors. No loss of functionality

(a)

(b) To arrive at SLA definition & it's monitoring, HCL would like to propose the process shown below:



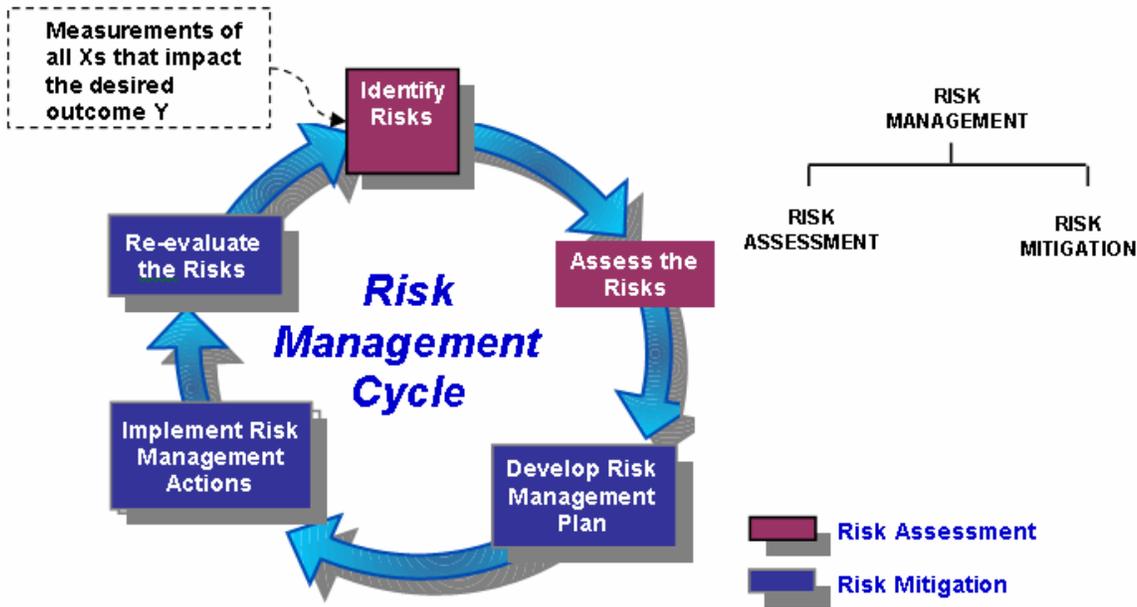
(c)

Risk Management

The objectives of software risk management are to identify, address, and mitigate/eliminate software risk items before they become threats to success or major sources of rework. Risk involves the likelihood that an undesirable event will occur, and the severity of the consequences of the event, should it occur. Risk management in HCL aims to:

- Identify potential problems and deal with them when it is easier and cheaper to do so - before they are problems and before a crisis exists.
- Focus on the project's objective and consciously look for things that may affect quality throughout the production process.
- Allow the early identification of potential problems (the proactive approach) and provide input into management decisions regarding resource allocation.
- Involve personnel at all levels of the project; focus their attention on a shared product vision, and provide a mechanism for achieving it.
- Increase the chances of project success.

To institutionalize the risk management process in the organization, it is made a part of regularly scheduled periodic project monitoring and control activities. The paradigm shown in the figure below illustrates the set of continuous risk management functions throughout the life cycle of a project. Risks are usually tracked in parallel while new risks are identified and analyzed, and the mitigation plan for one risk may yield another risk. The following diagram explains the risk management:



Each risk is indexed (assigned a number based on probability & impact). These indexed risks are monitored throughout and mitigation plans are worked out once it reaches a threshold.

Risk	Impact	Probability	Mitigation
Significant deviations from the plan due to changes in requirements	Schedule, cost, lack of understanding between the two parties.	Low	Close monitoring by HCL of schedule slippage, to identify the causes. Joint reviews by VITA and HCL at regular intervals as per the decided plan.
Unavailability of SMEs as per the project plan	Schedule and quality of deliverables	Low	VITA and HCL to ensure timely availability of SMEs or suitable alternates.
Scope creep	Schedule of deliverables	Medium	Scope will be clearly articulated and documented at the end of requirement analysis phase. Change request management plan will be defined and agreed upon by VITA and HCL during project planning phase.

Risk	Impact	Probability	Mitigation

Above list is indicative in nature and will be updated throughout the project lifecycle.

Please note, for each of the identified Risks, HCL, in consultation with VITA, will arrive at an “Impact” and a “Probability” value. Based on the Impact*Probability value, the rank for each of the risks will be decided. Risks will then be monitored regularly.

10. BASE 28: Describe your relevant experience, capabilities and approach to project management.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	As one of the leading system integration vendors, HCL has executed thousands of projects successfully with complete program and project management ownership through its vast pool of 2000+ PMI certified and experienced project managers. Within ECM space HCL has executed over 250 medium to large size projects successfully with over 300 years of program and project management experience.
3	Description of Approach	Please refer to our response under <u>Section 2.8 DEQ Case Study Project Management.</u> Our approach covers: <ul style="list-style-type: none"> • Project management methodology • Tools • Certifications • Communication management • Risk management etc.
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

11. BASE 29: Can you provide the necessary services for the required user training? Please submit a sample of similar training material your firm has created.

#	Response Parameter	Details

1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has provided training services on number of our development projects including State of Nevada, Pasco County, State of Washington to name a few.</p> <p>HCL has also developed its own FileNet based framework “eTrain”, for simulation of developed systems for training purpose.</p>
3	Description of Approach	<p>HCL recognizes that the VITA ECM System will not be fully effective in responding to the needs of its users if the training component of the equation is neglected. We have therefore included a comprehensive training program in our project schedule.</p> <p>HCL will categorize the VITA training program according to the training recipients. To cover the entire training spectrum for this project, HCL offers the following training services:</p> <ul style="list-style-type: none"> • User Training • Acceptance Training • Technical and Administration Training • Train-the-Trainer Services <div data-bbox="878 890 1263 1276" data-label="Diagram"> </div> <p>We have planned our training program by taking into consideration:</p> <ul style="list-style-type: none"> • Criterion Referenced • Training Modalities • Training Evaluation • Training Methodology
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	

12. BASE 30: Can you provide the necessary services for the required system administrator training? Please submit a sample of similar training material your firm has created.

Yes, we can provide the required system administration training. We have been imparting similar training in all our projects for the smooth functioning post implementation.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has provided training services including system administrator trainings for number of our customers including State of Nevada, Pasco County, State of Washington to name a few.
3	Description of Approach	<p>We at HCL give special care for System Administrator Training.</p> <p>Our team will supervises a Simulation from DEQ team, so that the all the modalities from the administrator point can be described to him in detail.</p> <p>A detailed Administrator manual is also provided to the DEQ for the better understanding of all the components and their respective functions. This manual also contains a complete Do's & Don't for the smooth functioning of the entire application.</p> <p>A sample Administrator manual has been provided in the appendix.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

13. BASE 31: Can you provide the necessary services for the required security officer training? Please submit a sample of similar training material your firm has created.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has provided information security training services for numerous project teams on need basis.
3	Description of Approach	HCL provides Security awareness training to all the members on the project at the time of project kick off.

		<p>Periodic customized security awareness trainings are also conducted based on customer's specific requirements.</p> <p>Same can be extended to identified Security Officers of VITA.</p> <p>Effectiveness of security awareness among all members is measured through quizzes, feedback and Audits.</p> <p>Topics that are covered in the training include below –</p> <ul style="list-style-type: none"> • Information Security group, their role and responsibilities • What is information; Need for Security; Security Principles (Confidentiality, Integrity & Availability); Information Security Risks • Intellectual Property Rights • Role of members <ul style="list-style-type: none"> ○ Computer Resources/ Software/ Internet/ company email usage ○ Protecting Passwords ○ Distribution of inappropriate material ○ Antivirus protection ○ Backups ○ Classifying data; disposing classified data; data handling and disposal; assets, labeling and threats ○ Physical Security (Tailgating; Escorting visitors) ○ Clear desk and clear screen ○ Social Engineering ○ Incident Reporting <ul style="list-style-type: none"> • Disaster Recovery and Business Continuity • Role of manager; HR policy on Disciplinary action
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

I. **DEQ Case Study Post Award Deliverables**

1. **BASE 32: Can you provide the required project schedule?**

Yes HCL will provide detailed project schedule based on milestones and deliverables.

HCL proposes to implement the entire ECM solution as desired by VITA in five phases for implementing the entire ECM solution.

Phase 1 Implementation Plan

This will include following activities:

- Business Process Management
- Document Capture and integration with CEDS
- Content Indexing Schema (Classification Schema and Enterprise taxonomy)
- Records Management and Email Retention
- Enterprise Reporting COLD Reports

ID	Task Name	Duration	Start	Finish	Predecessors
1	VITA ECM Implementation	431 days?	Fri 8/3/07	Fri 3/27/09	
2	Phase 1 Implementation	92 days?	Fri 8/3/07	Mon 12/10/07	
3	FileNet ECM Installation	20 days	Mon 9/3/07	Fri 9/28/07	
4	ECM Environment Set Up	20 days	Mon 9/3/07	Fri 9/28/07	
5	Phase 1 Requirement Analysis	14 days	Mon 9/3/07	Thu 9/20/07	
6	Business Process Analysis	5 days	Mon 9/3/07	Fri 9/7/07	
7	Records Management Requirement Gathering	3 days	Mon 9/3/07	Wed 9/5/07	
8	Content Classification Schema Analysis	3 days	Thu 9/6/07	Mon 9/10/07	7
9	CEDS-Ascent Capture Integration Analysis	2 days	Tue 9/11/07	Wed 9/12/07	8
10	Enterprise Reporting Requirement Analysis	2 days	Thu 9/13/07	Fri 9/14/07	9
11	System Requirements Specifications Review & Update	4 days	Mon 9/17/07	Thu 9/20/07	10
12	System Requirements Release for Approval	0 days	Thu 9/20/07	Thu 9/20/07	11
13	Back File Conversion	1 day?	Fri 8/3/07	Fri 8/3/07	
14	Back File Conversion Design	1 day?	Fri 8/3/07	Fri 8/3/07	
15	Phase 1 System Design	19 days	Fri 9/21/07	Wed 10/17/07	
16	Workflow Design	4 days	Fri 9/21/07	Wed 9/26/07	12
17	Records Management Design	4 days	Fri 9/21/07	Wed 9/26/07	12
18	Classification Schema Design	4 days	Thu 9/27/07	Tue 10/2/07	16
19	CEDS-Ascent Capture Integration Design	4 days	Wed 10/3/07	Mon 10/8/07	18
20	Enterprise Reports Design	4 days	Tue 10/9/07	Fri 10/12/07	19
21	System Design Document Review & Update	3 days	Mon 10/15/07	Wed 10/17/07	20
22	System Design Document Release for Approval	0 days	Wed 10/17/07	Wed 10/17/07	21
23	Phase 1 Build and Unit Testing	25 days	Thu 10/18/07	Wed 11/21/07	
24	Basic Integrated Application Development	15 days	Thu 10/18/07	Wed 11/7/07	22
25	Basic Integrated Application Unit Testing	10 days	Thu 11/8/07	Wed 11/21/07	24
26	Phase 1 System Integration Testing	10 days	Thu 11/22/07	Wed 12/5/07	
27	System Integration Testing	10 days	Thu 11/22/07	Wed 12/5/07	25
28	Bug fixing and Testing Support	10 days	Thu 11/22/07	Wed 12/5/07	25
29	Phase 1 Deployment	3 days	Thu 12/6/07	Mon 12/10/07	
30	Application Release	3 days	Thu 12/6/07	Mon 12/10/07	27
31	Deployment Verification	2 days	Thu 12/6/07	Fri 12/7/07	28
32	Phase 2 Implementation	79 days	Mon 12/10/07	Thu 3/27/08	
54	Phase 3 Implementation	80 days	Thu 3/27/08	Wed 7/16/08	
75	Phase 4 Implementation	71 days	Thu 7/17/08	Thu 10/23/08	
100	Phase 5 Implementation	111 days	Fri 10/24/08	Fri 3/27/09	

Phase 2 Implementation Plan

This will include following activities

- Air Workflows to be automated
- Solution implementation across all regional and satellite offices
- Process Reports configuration

ID	Task Name	Duration	Start	Finish	Predecessors
1	VITA ECM Implementation	431 days?	Fri 8/3/07	Fri 3/27/09	
2	Phase 1 Implementation	92 days?	Fri 8/3/07	Mon 12/10/07	
32	Phase 2 Implementation	79 days	Mon 12/10/07	Thu 3/27/08	
33	Phase 2 Requirement Analysis	14 days	Mon 12/10/07	Thu 12/27/07	
34	Business Process Analysis	5 days	Mon 12/10/07	Fri 12/14/07	31
35	Content & Records Management Requirements Analysis	3 days	Mon 12/17/07	Wed 12/19/07	34
36	Enterprise Reporting Requirement Analysis	3 days	Thu 12/20/07	Mon 12/24/07	35
37	System Requirements Specifications Update	3 days	Tue 12/25/07	Thu 12/27/07	36
38	System Requirements Release for Approval	0 days	Thu 12/27/07	Thu 12/27/07	37
39	Phase 2 System Design	19 days	Fri 12/28/07	Wed 1/23/08	
40	Workflow Design	4 days	Fri 12/28/07	Wed 1/2/08	38
41	Websphere Portlets Design for Step Processors	7 days	Thu 1/3/08	Fri 1/11/08	40
42	Websphere Portlet Design for Content & Records Manage	5 days	Mon 1/14/08	Fri 1/18/08	41
43	Process Analytics Reports Design	3 days	Mon 1/21/08	Wed 1/23/08	42
44	Phase 2 Build & Unit testing	30 days	Thu 1/24/08	Wed 3/5/08	
45	Websphere Portlets Construction for Step Processors	15 days	Thu 1/24/08	Wed 2/13/08	43
46	Websphere Portlet Construction for Content & Records Man	10 days	Thu 2/14/08	Wed 2/27/08	45
47	Process Analytics Configurations	5 days	Thu 2/28/08	Wed 3/5/08	46
48	Phase 2 System Integration Testing	16 days	Thu 3/6/08	Thu 3/27/08	
49	System Integration Testing	16 days	Thu 3/6/08	Thu 3/27/08	47
50	Bug Fixes & testing Support	10 days	Thu 3/6/08	Wed 3/19/08	47
51	Phase 2 Deployment	5 days	Thu 3/20/08	Wed 3/26/08	
52	Application Rollout	3 days	Thu 3/20/08	Mon 3/24/08	50
53	Deployment Verification	2 days	Tue 3/25/08	Wed 3/26/08	52
54	Phase 3 Implementation	80 days	Thu 3/27/08	Wed 7/16/08	
75	Phase 4 Implementation	71 days	Thu 7/17/08	Thu 10/23/08	
100	Phase 5 Implementation	111 days	Fri 10/24/08	Fri 3/27/09	

Phase 3 Implementation Plan

This will include:

- Petroleum and tank process automation
- Process Reporting

ID	Task Name	Duration	Start	Finish	Predecessors
1	VITA ECM Implementation	431 days?	Fri 8/3/07	Fri 3/27/09	
2	Phase 1 Implementation	92 days?	Fri 8/3/07	Mon 12/10/07	
32	Phase 2 Implementation	79 days	Mon 12/10/07	Thu 3/27/08	
54	Phase 3 Implementation	80 days	Thu 3/27/08	Wed 7/16/08	
55	Phase 3 Requirement Analysis	15 days	Thu 3/27/08	Wed 4/16/08	
56	Petroleum/ Tank Requirement Analysis	7 days	Thu 3/27/08	Fri 4/4/08	53
57	Public Access Requirement Analysis	4 days	Mon 4/7/08	Thu 4/10/08	56
58	System Requirement Specifications Review & Update	4 days	Fri 4/11/08	Wed 4/16/08	57
59	System Requirements Specifications Release for Approval	0 days	Wed 4/16/08	Wed 4/16/08	58
60	Phase 3 System Design	17 days	Thu 4/17/08	Fri 5/9/08	
61	Petroleum Process Design	7 days	Thu 4/17/08	Fri 4/25/08	59
62	Petroleum Process Portlets Design	6 days	Mon 4/28/08	Mon 5/5/08	61
63	System Design Document Review & Update	4 days	Tue 5/6/08	Fri 5/9/08	62
64	System Design Document Release for Approval	0 days	Fri 5/9/08	Fri 5/9/08	63
65	Phase 3 Build & Unit Testing	33 days	Mon 5/12/08	Wed 6/25/08	
66	Petroleum Portlets Development	23 days	Mon 5/12/08	Wed 6/11/08	64
67	Petroleum Process Development	10 days	Thu 6/12/08	Wed 6/25/08	66
68	Unit Tested Code Drop	0 days	Wed 6/25/08	Wed 6/25/08	67
69	Phase 3 System Integration Testing	10 days	Thu 6/26/08	Wed 7/9/08	
70	System Testing	10 days	Thu 6/26/08	Wed 7/9/08	68
71	Bug fixing and Testing Support	10 days	Thu 6/26/08	Wed 7/9/08	68
72	Phase 3 Deployment	5 days	Thu 7/10/08	Wed 7/16/08	
73	Application Rollout	3 days	Thu 7/10/08	Mon 7/14/08	69
74	Deployment Verification	2 days	Tue 7/15/08	Wed 7/16/08	73
75	Phase 4 Implementation	71 days	Thu 7/17/08	Thu 10/23/08	
100	Phase 5 Implementation	111 days	Fri 10/24/08	Fri 3/27/09	

Phase 4 Implementation Plan

This will include:

- eForms Installation
- eForms design and integration with workflow
- GIS integration
- COLD reports integration with EDMR

ID	Task Name	Duration	Start	Finish	Predecessors
1	VITA ECM Implementation	431 days?	Fri 8/3/07	Fri 3/27/09	
2	Phase 1 Implementation	92 days?	Fri 8/3/07	Mon 12/10/07	
32	Phase 2 Implementation	79 days	Mon 12/10/07	Thu 3/27/08	
54	Phase 3 Implementation	80 days	Thu 3/27/08	Wed 7/16/08	
75	Phase 4 Implementation	71 days	Thu 7/17/08	Thu 10/23/08	
76	Phase 4 Requirement Analysis	15 days	Thu 7/17/08	Wed 8/6/08	
77	eForms Requirement Analysis	4 days	Thu 7/17/08	Tue 7/22/08	74
78	GIS Integration Requirement Analysis	2 days	Wed 7/23/08	Thu 7/24/08	77
79	COLD Reports Requirement Analysis	3 days	Fri 7/25/08	Tue 7/29/08	78
80	eForms Workflow Integration Requirement Analysis	3 days	Wed 7/30/08	Fri 8/1/08	79
81	System Requirement Specifications Review & Update	3 days	Mon 8/4/08	Wed 8/6/08	80
82	System Requirements Specifications Release for Ap	0 days	Wed 8/6/08	Wed 8/6/08	81
83	Phase 4 System Design	19 days	Thu 8/7/08	Tue 9/2/08	
84	eForms Design	6 days	Thu 8/7/08	Thu 8/14/08	82
85	GIS Integration Design	6 days	Fri 8/15/08	Fri 8/22/08	84
86	COLD Reports Design	4 days	Mon 8/25/08	Thu 8/28/08	85
87	System Design Document Review & Update	3 days	Fri 8/29/08	Tue 9/2/08	86
88	System Design Document Release for Approval	0 days	Tue 9/2/08	Tue 9/2/08	87
89	Phase 4 Build & Unit Testing	22 days	Wed 9/3/08	Thu 10/2/08	
90	eForms Construction	7 days	Wed 9/3/08	Thu 9/11/08	87
91	eForms Integration with Business Process	6 days	Fri 9/12/08	Fri 9/19/08	90
92	GIS Interface Development	9 days	Mon 9/22/08	Thu 10/2/08	91
93	Unit Tested Code Drop	0 days	Thu 10/2/08	Thu 10/2/08	92
94	Phase 4 System Integration Testing	10 days	Fri 10/3/08	Thu 10/16/08	
95	System Testing	10 days	Fri 10/3/08	Thu 10/16/08	93
96	Bug Fixes and Testing Support	10 days	Fri 10/3/08	Thu 10/16/08	93
97	Phase 4 Deployment	5 days	Fri 10/17/08	Thu 10/23/08	
98	Application Rollout	3 days	Fri 10/17/08	Tue 10/21/08	96
99	Deployment Verification	2 days	Wed 10/22/08	Thu 10/23/08	98
100	Phase 5 Implementation	111 days	Fri 10/24/08	Fri 3/27/09	

Phase 5 Implementation

This will incorporate the following:

- Indexing schema validation & redeployment
- CEDS integration with Ascent Capture
- Records Management (Fileplan, disposition schedule, event triggers)
- COLD reports integration with EDMR
- Workflow implementation

ID	Task Name	Duration	Start	Finish	Predecessors
1	VITA ECM Implementation	431 days?	Fri 8/3/07	Fri 3/27/09	
2	Phase 1 Implementation	92 days?	Fri 8/3/07	Mon 12/10/07	
32	Phase 2 Implementation	79 days	Mon 12/10/07	Thu 3/27/08	
54	Phase 3 Implementation	80 days	Thu 3/27/08	Wed 7/16/08	
75	Phase 4 Implementation	71 days	Thu 7/17/08	Thu 10/23/08	
100	Phase 5 Implementation	111 days	Fri 10/24/08	Fri 3/27/09	
101	Phase 5 Requirement Analysis	21 days	Fri 10/24/08	Fri 11/21/08	
102	Water Hazardous Indexing Schema Analysis	4 days	Fri 10/24/08	Wed 10/29/08	99
103	CEDS Ascent Capture Integration Analysis	3 days	Thu 10/30/08	Mon 11/3/08	102
104	COLD Reports Requirement Analysis	4 days	Tue 11/4/08	Fri 11/7/08	103
105	Records Management Requirement Analysis	4 days	Mon 11/10/08	Thu 11/13/08	104
106	Water and Solid wastes workflow Analysis	3 days	Fri 11/14/08	Tue 11/18/08	105
107	System Requirement Specifications Review & Update	3 days	Wed 11/19/08	Fri 11/21/08	106
108	System Requirements Specifications Release for Apj	0 days	Fri 11/21/08	Fri 11/21/08	107
109	Phase 5 System Design	27 days	Mon 11/24/08	Tue 12/30/08	
110	Workflow Design	7 days	Mon 11/24/08	Tue 12/2/08	108
111	Websphere Portlets Design	7 days	Wed 12/3/08	Thu 12/11/08	110
112	Records Manager FilePlan and Disposition Schedules Design	5 days	Fri 12/12/08	Thu 12/18/08	111
113	COLD Reports Design	5 days	Fri 12/19/08	Thu 12/25/08	112
114	System Design Document Review & Update	3 days	Fri 12/26/08	Tue 12/30/08	113
115	System Design Document Release for Approval	0 days	Tue 12/30/08	Tue 12/30/08	114
116	Phase 5 Build & Unit Testing	28 days	Wed 12/31/08	Fri 2/6/09	
117	Websphere Portlets Construction	10 days	Wed 12/31/08	Tue 1/13/09	115
118	Records Management Configurations	8 days	Wed 1/14/09	Fri 1/23/09	117
119	COLD Reports Development	10 days	Mon 1/26/09	Fri 2/6/09	118
120	Unit Tested Code Drop	0 days	Fri 2/6/09	Fri 2/6/09	119
121	Phase 5 System Integration Testing	10 days	Mon 2/9/09	Fri 2/20/09	
122	System Testing	10 days	Mon 2/9/09	Fri 2/20/09	120
123	Bug Fixes and Testing Support	10 days	Mon 2/9/09	Fri 2/20/09	120
124	User Acceptance Testing	15 days	Mon 2/23/09	Fri 3/13/09	
125	User Acceptance Testing	15 days	Mon 2/23/09	Fri 3/13/09	123
126	Bug Fixes and UAT Support	15 days	Mon 2/23/09	Fri 3/13/09	123
127	Phase 5 Deployment	10 days	Mon 3/16/09	Fri 3/27/09	
128	Application Rollout	5 days	Mon 3/16/09	Fri 3/20/09	126
129	Deployment Verification	5 days	Mon 3/23/09	Fri 3/27/09	128

2. BASE 33: Can you provide the required infrastructure requirements?

Yes HCL will provide required infrastructure requirements and this will be finalized during the requirement analysis phase.

3. BASE 34: Can you provide the required detail design document?

Yes HCL will provide detailed design document based on HCL template or template defined by VITA. A sample template has been provided in the section 2.8.9.

4. BASE 35: Can you provide the required user education and training materials?

Yes HCL will provide required user education and training materials. A sample template has been provided in HCL_VITA Appendix B.doc in HCL_VITA Appendices folder. The detailed material can be provided at milestone.

5. BASE 36: Can you provide the required systems documentation?

Yes HCL will provide required systems documentation. A sample template has been provided in the section 2.8.9

6. BASE 37: Can you provide the required administrator’s manuals?

Yes HCL will provide required administrators manual. A sample template has been provided in HCL_VITA Appendix A.doc in HCL_VITA Appendices folder.

7. BASE 38: Can you provide the required test plan?

Yes HCL will provide required test plan. A sample template has been provided in HCL_VITA Appendix J.doc in HCL_VITA Appendices folder.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has a dedicated Testing Center of Excellence (CoE) focused on ECM products and applications.</p> <p>Our Testing CoE has extensive experience for providing test planning and validation services across ECM projects executed for customers in different verticals like – Government, Banking & Insurance, Publishing, Media & Entertainment, Life sciences etc.</p>
3	Description of Approach	<p>HCL will create a comprehensive System Test Plan which documents every aspect involved in testing. This ensures transparent and documented approach for the entire testing phase in the Software Development Life Cycle.</p> <p>Test plan includes</p> <p>Introduction</p> <ul style="list-style-type: none"> For Purpose & Scope definition of the plan. It will also explain background of the project and provide necessary references <p>Test items</p> <ul style="list-style-type: none"> For identifying the features to be tested and features not to be tested <p>Test strategy will define</p> <ul style="list-style-type: none"> Test approach & Test planning Test Environment which will include information on types of Test Environment & Test Data Test case documentation strategy

- Test coverage criteria
- Entry and Exit criteria

Test execution strategy will define different types of testing involved like

- Unit testing
- System testing
- System integration testing
- GUI testing
- Security and access control testing
- Configuration testing
- Performance testing
- Load testing
- Usability testing
- Acceptance testing
- Automated regression testing
- Backup and Recovery testing
- Migration testing
- Production application smoke testing

Testing Tools

- This section will include information on all the tools that will be used for Automation testing

Test Environment Setup

- Offsite test environment
- Development environment at onsite
- Integration test environment at onsite
- Pre-production environment at onsite
- Onsite production environment

Item pass/fail criteria

- This section will define when a test case is considered pass and when it is considered fail

Defect tracking

- This section will define the defect life cycle and how the defects are managed

Suspension and resumption requirements

- This section will define when testing will be suspended and resumed

Test deliverables

- This section will document all the agreed deliverables during and after the completion of testing

Staffing & Training needs this section will document

- The roles & responsibilities of resources involved in the project
- Training requirements for the personnel responsible for testing

Risks and Contingencies

		<ul style="list-style-type: none"> This section will document risks involved while executing the tasks and respective mitigation steps <p>Schedule/Milestones</p> <ul style="list-style-type: none"> This section will define all the timelines over which the entire project will be executed <p>A detailed list of activities can be understood with the enclosed HCL's System Test plan template.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	Refer to Annexure for HCL System Test Plan Template
6	Responsibility Matrix (HCL vs. DEQ)	NA

8. BASE 39: Describe your relevant experience, capabilities and approach to supplier testing. How will you comply with DEQ's requirements for supplier testing?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>HCL has a dedicated Testing Center of Excellence (CoE) focused on ECM products and applications.</p> <p>Our Testing CoE has extensive experience for providing validation services across ECM projects executed for customers in different verticals like – Government, Banking & Insurance, Publishing, Media & Entertainment, Life sciences etc.</p>
3	Description of Approach	<p>The approach behind testing is risk-based testing, i.e. each test case will be prioritized as, High, Medium, or Low priority and then scheduled accordingly (Highest first). Exceptions to this general rule might include instances where:</p> <ul style="list-style-type: none"> A large number of low priority test cases can be executed using a small amount of resources A lower priority test is a pre-requisite of another higher priority test e.g. an expensive and high priority usability test might necessitate many of the inexpensive low priority navigational tests to have passed <p>Requirements Traceability Matrix (RTM) will be maintained separately for each Use Case/Test Case. Non-functional and Functional</p>

		<p>requirements would be tracked against that. This will provide the coverage of testing with respect to the uses cases.</p> <p>The testing will use a combination of manual and automated testing.</p> <p>On meeting the entry criteria, HCL will proceed with testing.</p> <p>Defect Management process can either be manual or Tool based.</p> <p>The test summary report will be prepared that gives a gist of executed test cases / scripts. This will be reviewed and sent to DEQ for their final approval.</p> <p>At the Conclusion of each testing phase, HCL will ensure all exit criteria is met. DEQ will be provided with all the deliverables as agreed and documented in System Test plan. (refer: Annexure A: Test Deliverables)</p> <p>Regression testing will be performed as mentioned in the System test plan and the deliverables for the same will be as per the System test plan.</p> <p>HCL will be responsible for identifying the correct automated tools required during Regression testing. The same will be documented in System test plan. The deliverables for this phase will be as agreed and documented in System test plan.</p>
4	Assumptions (if any)	Licensing options for testing tools will be discussed with VITA during project planning stage.
5	Additional Information (if any)	<p>Some of the Functional testing tools are:</p> <ul style="list-style-type: none"> • WinRunner from Mercury Interactive • QuickTest Professional from Mercury Interactive • Rational Functional Tester from IBM
6	Responsibility Matrix (HCL vs. DEQ)	NA

9. **BASE 40: Describe your relevant experience, capabilities and approach to an acceptance test plan? How will you comply with DEQ's requirements for the acceptance test plan?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has been involved in reviewing as well as preparing Acceptance Test Plans for customers in different verticals like – Government, Banking & Insurance, Publishing, Media & Entertainment, Life sciences etc.
3	Description of Approach	<p>HCL will work in conjunction with VITA for review and finalization of the Acceptance Test Plan.</p> <p>HCL approach towards acceptance test plan preparation and finalization is as follows:</p> <p>HCL team would provide with an analysis report which highlights the following points:</p> <ul style="list-style-type: none"> • Unrealistic goals • Modifications to existing activities • Improvement areas • Areas of concern <p>The Analysis report would be shared with VITA. HCL will provide detailed</p>

		<p>explanation on the analysis report.</p> <p>Upon agreement between the two parties, the Acceptance Test Plan will be finalized.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

10. BASE 41: Describe your relevant experience, capabilities and approach to acceptance testing? How will you comply with DEQ’s requirements for acceptance testing?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has been involved in providing support and Acceptance Testing for customers in different verticals like – Government, Banking & Insurance, Publishing, Media & Entertainment, Life sciences etc..
3	Description of Approach	<p>HCL will review the Acceptance Test Cases created by the VITA and suggest necessary changes.</p> <p>HCL will strongly focus on the entry criteria of Acceptance Testing some of which includes:</p> <ul style="list-style-type: none"> • Finalization of Acceptance Test Cases • Preparation of Test Data • Setting up test environment • Providing training to necessary resources responsible for Acceptance Testing • Defect Management tool (if any) • Automated tools (if any) <p>VITA may use some of the high priority System test cases developed by HCL for System Testing as Acceptance Test Cases.</p> <p>HCL will ensure that Entry Criteria is fulfilled as per the given timelines so as to proceed with Acceptance Testing.</p> <p>Any undesired behavior of the application noticed as a result of Acceptance Testing will be immediately rectified.</p>

		On successful completion of the Acceptance Testing the Acceptance Test Results will be validated to ensure the fulfillment of the Exit Criteria, after which the Acceptance Testing will be considered complete.
4	Assumptions (if any)	Acceptance Testing will be performed at the client location.
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

11. **BASE 42: Describe your relevant experience, capabilities and approach to post-implementation review? How will you comply with DEQ's requirements for post-implementation review?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has Quality Assurance Group which has extensive experience for providing post implementation reviews across ECM projects executed for customers in different verticals like – Government, Banking & Insurance, Publishing, Media & Entertainment, Life sciences etc.
3	Description of Approach	<p><u>POST IMPLEMENTATION REVIEW PROCESS</u></p> <p>We have a process of post implementation review for work products which is applicable for all projects (Development, Testing, Maintenance and Enhancement). This process is called the Final Inspection Process. Before delivery of every work product (Work product includes SRS, Design, Test Cases, Code, Project Management Plan etc.), a Quality Analyst reviews that deliverable on sample basis for both: process compliance & product compliance.</p> <p>The fundamental goal of the inspection process is to eliminate defects from a well built work product by means of re-validation. The work product could be a Software Requirements Specification, High Level Design Document, or modules of code. Whatever the work product is, the inspection process will go through the same process stages. The following table lists the stages of the Final Inspection process:</p>

Planning	Identifies work product to be inspected and sets the inspection schedule. This planning is done in the Project Management Plan by the Project Manager
Final Inspection	QA inspects the work product (either review or testing) to ensure the product and process compliance wrt standards.
Rework	The work product is revised to conform to requirements and specifications in case a defect is reported.
Follow up	The rework is verified, final inspection data is collected and summarized in the form of Final Inspection Report, and the inspection is officially closed.

Steps of Final Inspection Process:

- 1) Project Manager initiates the Final Inspection of work products which are ready for delivery. He prepares the Final Inspection Report initially.
- 2) Quality Analyst carries out the Final Inspection process as defined in the Project Management Plan and certifies the customer deliveries. The results of inspection are recorded in the Final Inspection Report. This inspection is usually done on a sample basis using appropriate work product checklists, available in our Quality Management System (Organization Management System).
- 3) Release Note is prepared by the team and sent across to client. Quality Analyst verifies the same and ensures all required documents; executables etc are delivered as per contractual requirements.
- 4) Project team sends the deliverable to customer along with Acceptance Note at the time of final delivery.
- 5) In Acceptance Note, project mentions the details of deliverable and in case any exceptions, also mentioned in the same.

The following are verified during Final Inspection:

- 1) Whether Project has met all the requirements as mentioned by customer, by verifying the Traceability Matrix.
- 2) Planned versus actual results: quantitative goals compliance (Schedule Variance, Effort variance, review efficiency, defect removal efficiency, productivity and weighted defect density).
- 3) Closure and analysis of all NCs (Non-Conformities) and defects.
- 4) Risks associated with the release, mitigation and contingency

		<p>plan.</p> <p>5) Configuration Activities, followed in project as per Configuration Management Plan.</p> <p>6) Back ups, Virus checks.</p> <p>7) On final delivery, Project performance with respect to the organization is compared. The lessons learned during the project lifecycle are discussed and best practices and improvements are discussed and documented.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

12. BASE 43: Provide the proposed configuration for DEQ’s ECM system.

Proposed configuration of ECM solution will be as per VITA-IBM contract document VA-070601-IBM.pdf

(a)

J. General Requirements

1. (General 1) What CRM software have you integrated to IBM FileNet's P8 software?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has extensive FileNet – CRM integration expertise for CRM products like Siebel, Oracle Applications etc
3	Description of Approach	<p>HCL has implemented mainframe integration using the following approaches:</p> <p>SOA: HCL has done CRM system integration based on Service Oriented Architecture using Web Services, MQ Services and proprietary services using RMI/IIOp protocol</p> <p>Point Integration: HCL has also integrated CRM software using coin integration where CRM software APIs were used for integration</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

2. (General 2) What ERP software have you integrated to IBM FileNet's P8 software?

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has a vast experience in integrating FileNet P8 product with ERP (SAP, BAAN etc), mainframes and legacy systems
3	Description of Approach	<p>HCL has implemented mainframe integration using Following approaches</p> <p>SOA: HCL has done ERP system integration based on Service Oriented Architecture using Web Services, MQ Services and proprietary services using RMI/IIOp protocol.</p> <p>IBM/TIBCO ESB: HCL has integrated FileNet P8 product with ERP and mainframe systems using EAI products from IBM and TIBCO participating in enterprise messaging framework.</p> <p>Batch Import: Scenarios where information availability time is not very critical HCL uses its own reusable framework for batch import for ERP</p>

	systems like BAAN, SAP etc.
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3. **(General 3) Will the supplier provide prime contractor support for back-file conversion of hard-copy documents, microfilm, and other media as requested by agencies in their Statement of Work? Identify the size and type of some of the largest conversions you oversaw, and provide customer references as available.**

HCL proposes to partner with DBX Imaging system for carrying out back file conversion using following approach

Scanning

- Scanning Operators will physically inspect and test all scanning equipment at the beginning of each shift
- Scanning Operator retrieves pre-scanned document and updates production control to indicate that the document, or batch, is in progress
- Scanning Operator configures the scanner by loading the pre-defined scanner parameters captured by the Key Scan Operator during the pre-scan process
- Scanning Operator will verify that the scanner is configured to meet acceptable image quality standards. If the sample images are acceptable, then the Scan Operator will proceed. If the sample images are rejected, then the Scan Operator will log as an exception, update production control accordingly, and then reroute to the Key Scanning Operator for review
- The document will be scanned using the pre-defined scanner parameters and the Scanning Operator will monitor its progress to completion
- Upon completion, excess or blank images will be deleted and all images will be re-sequenced accordingly
- Production control updated to move the images from the document, or batch, to the Image Processing queue

Diagram below elaborates the process model for document scanning:

Process Model

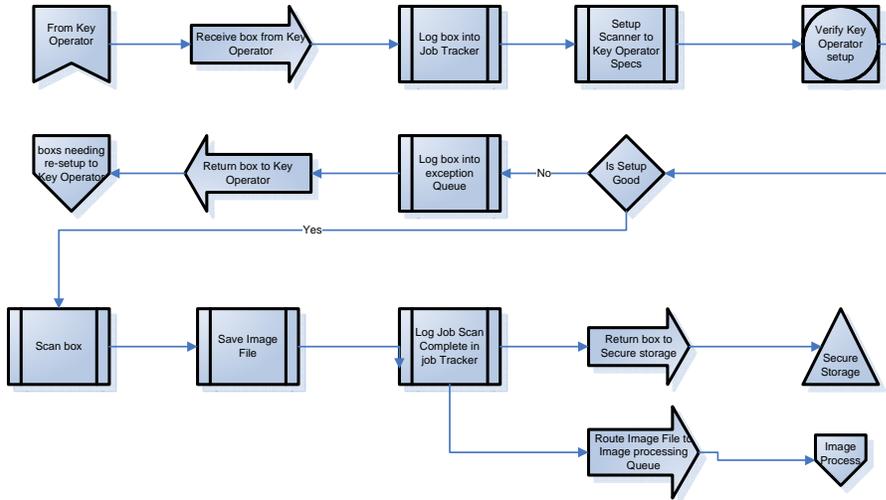


Image Processing

- Production control updated to indicate that the batch is in progress.
- Image Operator will process the batch using Ascent Capture image enhancement features to perform additional image enhancements including de-speckle, de-skewing, cropping, black border removal, and image rotation as necessary.
- Production control updated to move the images to the Image QC queue.

The following diagram elaborates the process of image processing:

Image Processing

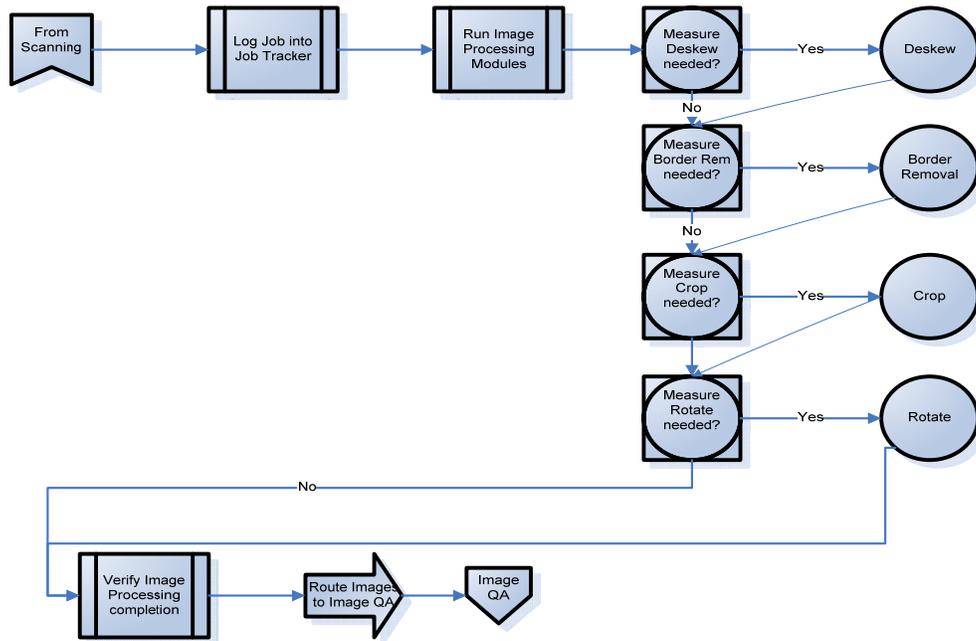


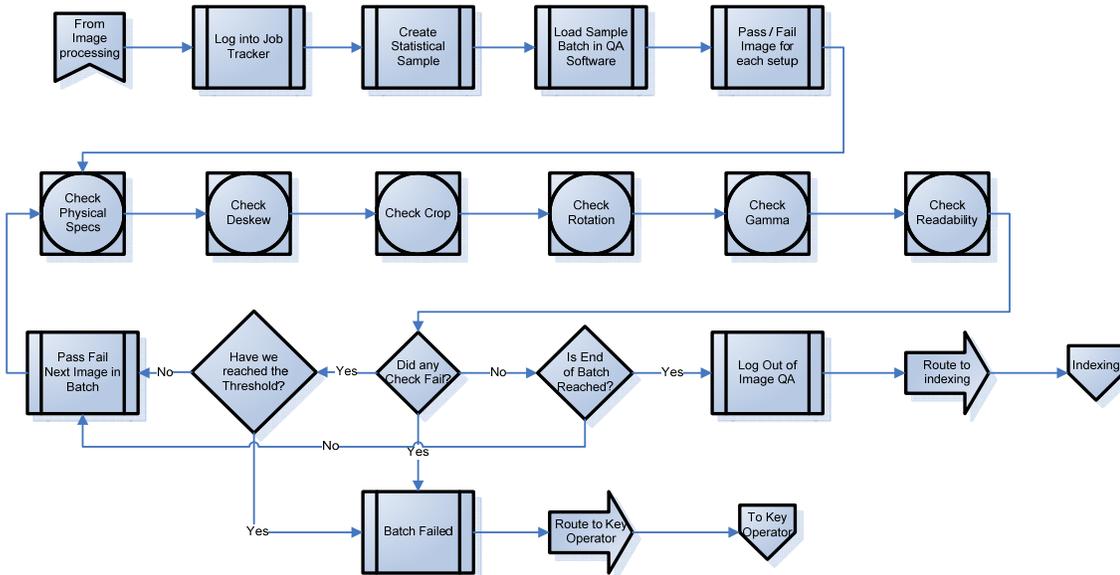
Image QC

- Production control updated to indicate that the batch is in progress.
- Image Operator will load the batch into Ascent Capture QC program.

- The Image Operator will review each image for the following:
 - Objective Image Quality
 - Required Image Format
 - Bit-depth
 - Resolution
 - Subjective Image Quality
 - Readability of data
 - Image Cropping to ensure that unwanted image data is deleted and that required imaged data is not deleted in error
 - Image rotation to ensure proper page orientation (Portrait or Landscape)
- If an image within the batch is rejected
 - Batch will be logged as an exception noting the cause for rejection.
 - The Image Operator will update production control accordingly.
 - The Key Scanning Operator will then review the images and determine the appropriate course of action.
 - If the Image Operator can correct the problem by adjusting the scanner setting for the entire roll, then the images will be re-processed.
 - If the Image Operator cannot determine the cause for failure or cannot re-process the images correctly, then the batch will be rejected and logged as an exception.
 - Production control will be updated accordingly,
 - Batch will be rerouted to the Key Scanning Operator for review.
- Production control updated to move the images to the Indexing queue.
- All images will be equal or better than the benchmark samples submitted and accepted by the Customer.

The following diagram elaborates the process of image quality assurance:

Image Quality Assurance



Indexing

HCL understands the critical nature of document indexing and recommends that its Professional Services group carefully evaluates the Customer's current process and environment to explore the most timely and cost effective method to deliver the required indexing services.

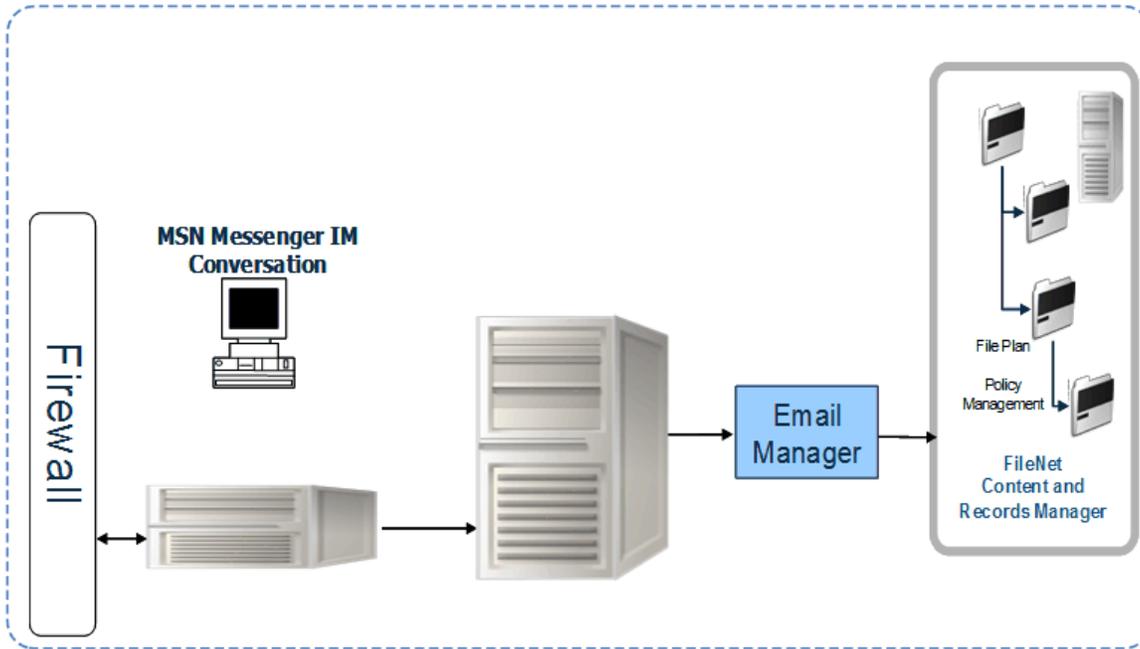
- Production control updated to indicate that the batch is in progress.
- Batches will be loaded into the indexing software
- Database Merge – solution will utilize the electronic validation file to ensure proper identification of each document type and to ensure proper indexing of each document.
- The unique identifier will be extracted from the front page utilizing zonal OCR if applicable otherwise manual data entry will be performed.
- A lookup of the unique identifier within the database will be performed.
- Subsequent Indexes will be populated with the database fields.
- Manual Indexing
- If index is not available in the database the document will be indexed according to the requirements specified for each document manually.
- Upon completion production control updated to indicate that the indexing has been completed and that the index control file has been created.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has vast experience in partnering with SWM/WBE vendors for doing back file conversion activities for converting hard copy documents, microfilm and other media. For VITA's back file conversion HCL has partnered with DBX Imaging system who have extensive back file conversion experience and worked for clients like Spotsylvania County Commissioner of the Revenue, Spotsylvania VA, Spotsylvania County Board of Supervisors Spotsylvania VA, James City County, Real Estate Division, James City VA and many others
3	Description of Approach	<p>Please refer for proposed back file conversion process for approach.</p> <p>Also to ensure reliable back file conversion HCL will ensure security of documents during the conversion period</p> <ul style="list-style-type: none"> • Ensuring documents arrive at the service bureau and are tracked accordingly is very important. Misplaced or lost documents is not an option and thus be taken seriously • Documents will be prepped, scanned, and QC by Batch at DBX facilities located at 400 Nelm Cir, Fredericksburg VA, 22406. DBX uses Kodak small format scanners, Contex large format and microfiche scanners. These scanners are powered

		<p>by DELL Power Edge servers. If VITA is not agreeable to the above mentioned approach entire back file conversion will be carried out at VITA site</p> <ul style="list-style-type: none"> As Batches are completed on a weekly basis, the paper can be returned to the client for long term retention if needed. It is important to keep track of the documents after it has been scanned to ensure its proper disposition. FileNet File Import tool will be leveraged for importing scanned documents into content management system and declaring them as records for applying retention schedules
4	Assumptions (if any)	NA
5	Additional Information (if any)	Back file conversion effort and cost has not been included in our response. This will be finalized during requirement analysis phase.
6	Responsibility Matrix (HCL vs. DEQ)	NA

4. (General 4) How will the ECM solution capture Instant Messaging and associated native files obtained via instant messaging?

HCL proposes using IBM FileNet Email Manager 3.5 to capture the instant messages and capture them in the ECM content repository. With the proposed solution IBM FileNet Email Manager 3.5 will be configured to capture instant messages (IM) from any of the major instant messaging management, compliance and security solutions, including IMLogic and FaceTime (which in turn support virtually every instant messaging protocol on the market). For instance, the solution will support Microsoft Office System Live Communications Server 2003 and Microsoft Exchange 2000 IM.



As shown above Instant Messaging capture is a simple addition of an appliance that sits just inside the corporate firewall. This appliance monitors all IM conversations for all vendors such as MSN Messenger, AOL, ICQ and others. When conversations are completed, they are packaged up and sent off to the email server to a location being monitored by IBM FileNet Email Manager. From there they are picked up and placed in the repository for safe keeping.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has done 5 successful implementations for customers including a leading BPO organization where emails are managed as records using FileNet Email Manager and email servers are located and managed remotely.
3	Description of Approach	The capture of IM messages can occur both as they are delivered and as they are sent. In fact, in order to retain the integrity of the IM conversation, most IM solutions will record the entire conversation thread into a single *.msg file (the "end" of the conversation would be indicated

		<p>by a closure of the IM window), a copy of which is then sent to the Email Manager server, and processed against business rules to determine whether or not the IM thread should be archived into IBM FileNet.</p> <p>When the IM file is captured, additional information may also be stored with the file, including session information (e.g. date and time of the IM session), and participants data. This additional information can also be used for enhanced search and reporting capabilities.</p> <p>With respect to storage and security, Email Manager supports Active Directory (AD) and LDAP-based security models. All messages, whether encrypted or not, are validated against LDAP directly before being passed through or stored.</p> <p>With the proposed solution IBM FileNet Email Manager will provide the ability to capture Instant Messages (IM) and declare them as records. The system captures each IM at set intervals and saves the IM as a record once the IM conversation window is closed. This is accomplished by converting the IM into a *.msg file which is then picked up by Email Manager for capture in a IBM FileNet repository. During the capture process, the IM *.msg file may be declared as a record.</p> <p>When the IM file is captured, additional information may also be stored with the file, including session information (e.g. date and time of the IM session), and participants data. This additional information can also be used for enhanced search and reporting capabilities.</p> <p>In the proposed solution IBM FileNet Email Manager will interact with instant messaging solutions (e.g. IMLogic or Face Time) inside the firewall to intercept all IM traffic. Hence there is no performance impact with a customer's network.</p>
4	Assumptions (if any)	<p>The 3rd party appliances are required to capture the instant messages. The most common 3rd party appliances are IM-logic and Face Time and needs to be purchased separately if not present in VITA IT infrastructure</p>

5. **(General 5) What experience have you had in integrating SharePoint, particularly SharePoint 2003, with FileNet P8?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	
3	Description of Approach	HCL proposes FileNet P8 integration with share point portal using FileNet share point connectors where business users interface is SharePoint portal server. HCL has leveraged generic content management and workflow services framework for integration of share point UI portlets with FileNet core engines i.e. Content Engine, Process Engine.

6. **(General 6) What experience have you had in integrating Falcon/DMS or other computer aided drafting and design systems with FileNet P8?**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has integrated FileNet P8 with Falcon DMS system for government client in Singapore
3	Description of Approach	HCL has integrated FileNet P8 image viewer with third party image viewers to support computer aided drawings and draft with following approaches <ul style="list-style-type: none"> • Storing CAD drawings in FileNet content repository • Browser CAD plug-in download at client's machine enabling end users view the CAD drawings • Integrating FileNet portal applications with third party viewers like Auto View for viewing CAD drawings stored in FileNet content engine
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

7. **(General 7) Describe your experience with integrating each of the modules in Contract VA-070601-IBM.**

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes

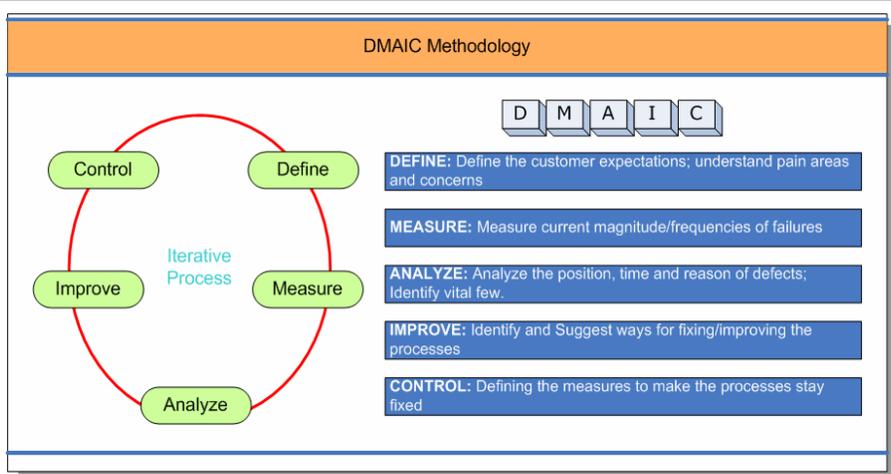
2	Relevant Experience	<p>As a FileNet partner, HCL has been providing end-to-end implementation, integration and support services on various FileNet suite of products for more than a decade. HCL has been involved in implementing and integrating various FileNet and peripheral products including:</p> <ul style="list-style-type: none"> • FileNet Panagon products – Image Services, Content Services, eProcess, IDM Desktop/Web Services • ISRA, ACSAP, ACS adaptors and connectors • FileNet P8 products – CM, BPM, RM, Email Manager, eForms, TCM, Records Crawler, BAM, Systems Monitor, BPF • Scan/Capture/ICR/OCR – FileNet Capture, Capture ADR, Kofax Ascent Capture, Captiva, ScanSoft • Viewers – Daeja, SnowBound, Specie View Café, Auto View • Document Generation – Thunderhead • Business Rule Engines – ILog JRules, QuickRules, Blaze • Reporting Tools – Crystal, Business Objects, COLD reporting
3	Description of Approach	NA
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

8. (General 8) Provide all certifications you possess related to FileNet integration projects.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	HCL has one of the largest pool of FileNet certified professionals in the world having done more than 100 successful ECM integrations based on FileNet product world wide
3	Description of Approach	FileNet Certifications <ul style="list-style-type: none"> • FileNet Solution Architect: 30+ • CM & BPM: 150+ • Records Manager: 45+ • FileNet Process Analyzer: 25+ • EForms: 30+ • FileNet Administrators: 50+
4	Assumptions (if any)	NA
5	Additional Information (if any)	For sample certifications received by HCL employees please refer to HCL_VITA Appendix D in HCL_VITA Appendices folder
6	Responsibility Matrix (HCL vs. DEQ)	NA

9. (General 9) Describe your experience and methodology for performing Business Process Analysis.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	Being a leading BPM service provider HCL has extensive experience in providing business process analysis resulting in identification of process automation areas. This exercise led to a BPM automation project resulting in multi million dollar saving for one of the leading aircraft manufacturer, US. Similar exercise has been done for the Health and Human Services department of State of Nevada resulting in 60% improvement in turn around time for providing services to the beneficiaries.
3	Description of Approach	HCL recommends its proprietary DMAIC methodology for any Business Process Analysis exercise. DMAIC methodology (as illustrated in Figure below) is a systematic method for analyzing and improving business processes. This methodology helps in the identification and elimination of defects in a business process through statistical analysis and to achieve tangible benefits.



Process Definition

The DMAIC methodology takes off with process identification and definition. This includes attaining a full understanding of all the steps of a process. The processes are defined using customer centric approach i.e. the processes are identified on the basis of customer’s understanding.

This phase also includes the identification of who the true process owners are - the ones who can effect change. There agreement throughout will be the key to success. A series of sessions should be held with process owners regarding the need and strategy for business process automation. These Joint Application Design (JAD) sessions build a consensus as to the vision of the ideal system. They help identify essential goals for processes within each department and then collectively define objectives for how the project will impact each work group and the customer as a whole.

Key Deliverables

Process Definition Document The document identifying the processes and their owners.

When done correctly, Business Process Mapping leads to a better understanding of what the customer is trying to achieve, a realigned sense of purpose, and a number of suggestions that can streamline operations while increasing customer satisfaction.

Process Measurement

Once the processes have been identified and defined, the information regarding the objectives, risks, key controls over processes and risks is captured. For each process identified, a process map is created and parameters for success and failures are captured.

On the basis of level of activity, business processes are categorized into:

Primary: Processes involving creation of services or products
Secondary: Processes involving maintenance of resources
Tertiary: Processes involving coordination and control

Key Deliverables

Process Metrics document The document identifying the metrics required for optimum and efficient usage of processes.

Process Analysis

Though the analysis of a process is done throughout the cycle, this phase uses the tolls and approaches to make the processes run more effectively and efficiently. This phase involves the analysis of data gathered through modeling to produce metric reports that enable to evaluate the performance of the business process, identify bottlenecks, checking the performance with respect to expectations.

The following are common questions to be answered during analysis.

- What and where are the bottlenecks in the business process?
- Is the average and standard deviation of the elapsed time for each process step consistent with the expectations of the customers and are the costs in line with what management is willing to pay?
- What will be the productivity of the process?
- What are the resource requirements?
- If a new step is added to ensure compliance with customer requirements or federal regulations, how much will it add to the cost and time?

Key Deliverables

Business Process Diagrams The document describing the information flow associated with a given process.

Data Tables **Flow** The document describing the information to be collected, used and retained.

System Requirements The document describing any mechanisms that are required for smooth operation of processes and any factors that may prevent process from completing as desired.

Process Improvement

Once a process is defined and analyzed, it is refined to make the performance consistent with expectations and to discover the means of optimizing it for improved response or reduced cost. This includes identifying unnecessary approvals, isolating rework, removing duplicities and investigating decision requirements that

		<p>lead to no discernable result.</p> <p>“What-If” or “Should-Be” process models are prepared as a part of improvement efforts. These models allow process owners to compare ‘AS-IS’ processes with ‘TO-BE’ process designs and determine the impact on the business, resources and performance.</p> <p>The following are some of the core questions that need to be answered when modeling process improvements.</p> <ul style="list-style-type: none"> • If the process is changed by deletion, simplification or automation of any of the stages, how the process will be impacted? • Will key bottlenecks be removed once the process is changed? • What will be the new throughput and costs for each operation? • What will be the productivity of the new process? • What will be the resource requirements to run the new process? • What will be the savings generated with the new processes? <p>Typically a pilot or validation phase occurs during the improvement process to determine the effectiveness of the solution and minimize potential risks prior to full implementation.</p> <p>Key Deliverables</p> <p>Gap Analysis Document and Process Improvement Models Models for comparing the ‘AS-IS’ and ‘TO-BE’ states are created. These provide the impact on the business, resources and performance.</p> <p>Process Control</p> <p>After a process has been designed, measured, analyzed and improved, the last step is to defining the measures to make the processes stay fixed. The business process logic, rules, exceptions, expectations and requirements are documented that forms the core to control the processes.</p> <p>Key Deliverables</p> <p>Process Control Document The document describing the measures to keep the processes within the control limits.</p>
4	Assumptions (if any)	NA
5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

10. (General 10) Describe your experience and methodology for performing business process re-engineering.

#	Response Parameter	Details
1	Compliance (Yes / No)	Yes
2	Relevant Experience	<p>Being a leading BPM service provider HCL has extensive experience in providing business process analysis and reengineering resulting in streamlining and effective processes for customers across various verticals.</p> <p>HCL has done number of business process reengineering consulting assignments in conjunction with business process automation for customers including multi dollar saving for one of the leading aircraft manufacturer, US automating contract processing function. HCL has also provided BPR services to a leading bank in Australia that led to reduction of Credit Card approval time from 17 days to less than 60 seconds. HCL is also currently with State of Florida for developing their ECM roadmap involving process optimization.</p>
3	Description of Approach	<p>Business Process Re-engineering (BPR) Services</p> <p>Operational efficiencies, cost concerns, revenue leaks, and growth management are, by and large, the concerns of most organizations. HCL's BPR services focus on this area and strive to achieve a radical improvement by using comprehensive process analysis and redesign techniques. Recognizing the fact that not all organizations are at the same level of process maturity, HCL offers different levels of engagement within the spectrum of BPR to meet the different objectives of its customers. Under the BPR umbrella, HCL has packaged its offering as the following services:</p> <ul style="list-style-type: none"> • Assessment and diagnostics • Transformation and innovation <p>HCL uses a comprehensive methodology (as illustrated in Figure) to execute these projects. Its methodology has five phases, namely, plan, discover, analyze, remodel, and implement (and improve). Change Management is an integral part of this methodology.</p>

		<table border="1"> <thead> <tr> <th colspan="6">Business Process Re-engineering methodology</th> </tr> <tr> <th></th> <th>Plan</th> <th>Discover</th> <th>Analyze</th> <th>Re-model</th> <th>Implement</th> </tr> </thead> <tbody> <tr> <th>PROCESS CONSULTING</th> <td> <ul style="list-style-type: none"> Define Objectives Finalize Scope Select Processes, Process Champion, Process Owners Kickoff Project Understand Business Drivers and Goals Visioning Exercise </td> <td> <ul style="list-style-type: none"> Gather Information Map Current Processes Study IT Architecture Identify Metrics Identify Process Issues </td> <td> <ul style="list-style-type: none"> Analyze Process Issues Baseline Leading Practices Process Gap Analysis Identify and Evaluate Improvement Opportunities Evaluate BP Automation tools Recommend Solutions </td> <td> <ul style="list-style-type: none"> Re-design Processes Define/Validate inter-process linkages Defined metrics for redesigned processes Prepare implementation Roadmap Develop Business Case </td> <td> <ul style="list-style-type: none"> Implement Solution Monitor Metrics Refine Targets Fine tune processes </td> </tr> <tr> <th>CHANGE MANAGEMENT</th> <td> <ul style="list-style-type: none"> Finalize Team Prepare Project Charter Perform Risk Analysis Develop Project Management Plan </td> <td> <ul style="list-style-type: none"> Project Oversight Client Relationship Status Report </td> <td> <ul style="list-style-type: none"> Project Oversight Client Relationship Status Report </td> <td> <ul style="list-style-type: none"> Project Oversight Client Relationship Status Report Learning Review Project Closure </td> <td> <ul style="list-style-type: none"> Project Oversight Client Relationship Status Report Learning Review Project Closure </td> </tr> <tr> <th>PROJECT MANAGEMENT</th> <td> <ul style="list-style-type: none"> Plan Awareness Campaign Senior Management Workshop </td> <td> <ul style="list-style-type: none"> User (Communication) Workshops </td> <td></td> <td> <ul style="list-style-type: none"> Profile Change Characteristics Change Readiness Assessment Stakeholder Assessment Change Management Plan </td> <td> <ul style="list-style-type: none"> Implement Change Management Plan </td> </tr> </tbody> </table>	Business Process Re-engineering methodology							Plan	Discover	Analyze	Re-model	Implement	PROCESS CONSULTING	<ul style="list-style-type: none"> Define Objectives Finalize Scope Select Processes, Process Champion, Process Owners Kickoff Project Understand Business Drivers and Goals Visioning Exercise 	<ul style="list-style-type: none"> Gather Information Map Current Processes Study IT Architecture Identify Metrics Identify Process Issues 	<ul style="list-style-type: none"> Analyze Process Issues Baseline Leading Practices Process Gap Analysis Identify and Evaluate Improvement Opportunities Evaluate BP Automation tools Recommend Solutions 	<ul style="list-style-type: none"> Re-design Processes Define/Validate inter-process linkages Defined metrics for redesigned processes Prepare implementation Roadmap Develop Business Case 	<ul style="list-style-type: none"> Implement Solution Monitor Metrics Refine Targets Fine tune processes 	CHANGE MANAGEMENT	<ul style="list-style-type: none"> Finalize Team Prepare Project Charter Perform Risk Analysis Develop Project Management Plan 	<ul style="list-style-type: none"> Project Oversight Client Relationship Status Report 	<ul style="list-style-type: none"> Project Oversight Client Relationship Status Report 	<ul style="list-style-type: none"> Project Oversight Client Relationship Status Report Learning Review Project Closure 	<ul style="list-style-type: none"> Project Oversight Client Relationship Status Report Learning Review Project Closure 	PROJECT MANAGEMENT	<ul style="list-style-type: none"> Plan Awareness Campaign Senior Management Workshop 	<ul style="list-style-type: none"> User (Communication) Workshops 		<ul style="list-style-type: none"> Profile Change Characteristics Change Readiness Assessment Stakeholder Assessment Change Management Plan 	<ul style="list-style-type: none"> Implement Change Management Plan
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4	Assumptions (if any)	NA																														
5	Additional Information (if any)	NA																														
6	Responsibility Matrix (HCL vs. DEQ)	NA																														

11. (General 11) Describe any innovative methodologies or reusable component(s) that may be utilized to expedite the timelines or reduce the costs for any given project.

#	Response Parameter	Details				
1	Compliance (Yes / No)	Yes				
2	Relevant Experience	<p>HCL uses its “Feature Mapping” centric methodology along with its vast “Reusable Library” to provide quick and robust ECM & BPM solutions resulting in reduction of implementation timelines as well as project cost.</p> <p>HCL has been able to reduce the implementation cycle time and effort by about 20-40% for most of its FileNet based ECM & BPM projects.</p> <p>Following table represents some projects where various frameworks and components have been implemented as part of solution:</p> <table border="1" style="width: 100%; background-color: #003366; color: white;"> <thead> <tr> <th style="width: 30%;">Component</th> <th>Projects Used</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Component	Projects Used		
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		HCL's FileNet Development Framework (eQuip)	<ul style="list-style-type: none"> • CTP Claims – Suncorp Metway, Australia • ECMS – Dept of Health & Human Services, Nevada • EDMS – Pasco County, Florida • Contract Processing Tool – Leading Aircraft Manufacturer, USA • Project Goalkeeper – ANZ Bank, Australia • Unsecured Lending Origination – Leading Bank, Australia • Leading Bank, Singapore • Genpact, India • Karnataka Water Board, India
		Eco Frame	<ul style="list-style-type: none"> • Henrico County, Virginia • A leading bank, USA
		Split Image Viewer	<ul style="list-style-type: none"> • Genpact, India • Henrico County, Virginia • Pasco County, Florida
		Workflow Testing Tool (eOpT)	<ul style="list-style-type: none"> • CTP Claims – Suncorp Metway • ECMS – Dept of Health & Human Services, Nevada • Contract Processing Tool – Leading Aircraft Manufacturer • Project Goalkeeper – ANZ Bank, Australia • Unsecured Lending Origination – Leading Bank, Australia • Leading Bank, Singapore • Genpact, India
<p>3</p>	<p>Description of Approach</p>	<p>“Feature Mapping” methodology focuses on breaking the project requirements into following four major categories:</p> <ol style="list-style-type: none"> 1. Requirements available as features of the base IBM/FileNet or peripheral products 2. Requirements that can be implemented with fine tuning of product configuration 3. Requirements that are available within HCL’s “Reusable Library” as Frameworks/Components and can be used either directly or with little customization 4. Requirements that need custom development <p>This methodology helps estimating the work to higher level of accuracy, better planning and sequencing the tasks hence reducing the risk of schedule or effort slippage.</p> <p>Access to HCL’s “Reusable Library” as the knowledge management database helps the project teams to analyze, identify, customize and implement various components within the solution hence reducing the timelines and effort. Since numbers of components are well tested through earlier implementations, customer gets robustness in the solution. This helps in reducing the risk of inducting an average or poor quality component in terms of functionality coverage, ease of</p>	

integration, and scalability.

“Reusable Library” is continuously updated for new and updated components & frameworks along with the documentation on design and usage helping various project teams in quick implementations. Maturity of these components is regularly measured and published through “Component Maturity Index”.

While preparing Component Maturity Index the following things are considered:

- Directly proportional to No. of implementations/Usage
- Directly proportional to Defect Removal Efficiency
- Directly Proportional to Component Stability Index
- Measured on scale of 10

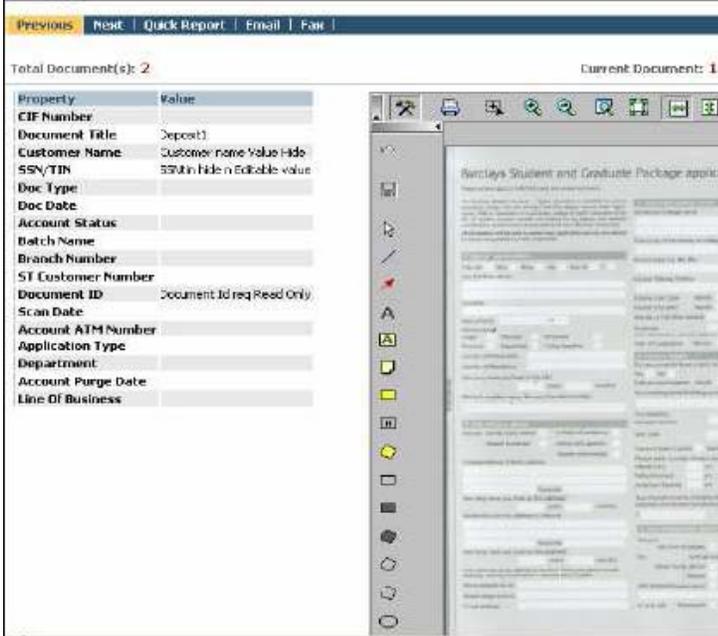
Sample of Framework & Component Maturity Index:

Component	Number of Implementations	Defect Removal Efficiency (DRE) (Scale 0-1)	Stability Index (SI) (Scale 0-1)	Component Maturity Index (CMI) (Scale 1-10)
Split Image Viewer	20+	1.0	0.9	9.7
eQuip	20+	0.9	0.9	9.3
eOpT	20+	0.9	0.9	9.3
SLA Tracker	10+	1.0	0.8	9.3
Workers Compensation	8	0.8	0.6	7.3
Agenda Processing	5	0.9	0.7	7.0
P2P8	8	0.6	0.7	7.0
LN2P8	6	0.6	0.7	6.3
Public Utility	6	0.7	0.6	6.3
eTrain	4	0.7	0.8	6.3

HCL has invested in developing a number of frameworks and components which can help in the development, testing and functionality enhancement of FileNet implementations.

We have found these to be of utility for many of our customers who have gone ahead to use them for their own development and maintenance activities. HCL would be open to sharing these tools during the course of project development. Some of the tools are detailed below:

Workflow Testing Tool (eOpt)	eOpt (efficient & Optimal Testing) is a comprehensive BPM based testing tool built for FileNet P8 architecture that uniquely and efficiently allows Business Process Designers and Quality Engineers to perform extensive Workflow testing in a very methodical and optimized way. This would lead to considerable improvement in utilization of effort and cost during the Testing phase of any BPM based project implementation.
FileNet Development Framework (eEquip & CMWS)	CMWS is a comprehensive development framework that uniquely allows FileNet BPM Solution Architects, Designers and Application developers to build applications quickly and efficiently. This would lead to considerable improvement in utilization of effort and cost during the development phase of any BPM based project implementation. This framework supports two different types of implementation - API based and Web Services based.
Eco Frame-FileNet Workplace enhancement framework	<p>Eco Framework provides all features that can be used to make an efficient FileNet Workplace customization. It provides easy to use standalone data provider, externalize all database queries and provides XML result that is compatible with WAT XML schema.</p> <p>Eco framework is designed over FileNet WAT framework with enhanced features. The FileNet Web Application Toolkit provides an extensible framework and reusable modules for building Web applications. Apart from FileNet WAT features, Eco Framework supplies External database integration, UI customization, IBM form integration, and other features of robust and scaleable Applications.</p> <p>The features of Eco Framework can be explained under four categories:</p> <ul style="list-style-type: none"> • Grouped Properties • Table Browse • Table Search • IBM Forms Integration
Split Image Viewer	Split Image Viewer is an indexing application that can be easily integrated with FileNet image repository. It is based on the java Doc viewer, which is solely developed and maintained by HCL.

			<p>Split Image Viewer has capability to display document properties as well as the document on the same screen. The following diagram shows the screenshot of Split Image Viewer:</p>  <p>The screenshot shows a software interface with a menu bar (Previous, Next, Quick Report, Email, Fax) and a status bar (Total Document(s): 2, Current Document: 1). A table of document properties is displayed on the left, and a document preview is shown on the right.</p> <table border="1" data-bbox="592 447 893 766"> <thead> <tr> <th>Property</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>CIF Number</td> <td></td> </tr> <tr> <td>Document Title</td> <td>Deposit</td> </tr> <tr> <td>Customer Name</td> <td>Customer name Value Hide</td> </tr> <tr> <td>SSN/TIN</td> <td>SSN in Hide n Editable value</td> </tr> <tr> <td>Doc Type</td> <td></td> </tr> <tr> <td>Doc Date</td> <td></td> </tr> <tr> <td>Account Status</td> <td></td> </tr> <tr> <td>Batch Name</td> <td></td> </tr> <tr> <td>Branch Number</td> <td></td> </tr> <tr> <td>ST Customer Number</td> <td></td> </tr> <tr> <td>Document ID</td> <td>Document Id req Read Only</td> </tr> <tr> <td>Scan Date</td> <td></td> </tr> <tr> <td>Account ATM Number</td> <td></td> </tr> <tr> <td>Application Type</td> <td></td> </tr> <tr> <td>Department</td> <td></td> </tr> <tr> <td>Account Purge Date</td> <td></td> </tr> <tr> <td>Line Of Business</td> <td></td> </tr> </tbody> </table>	Property	Value	CIF Number		Document Title	Deposit	Customer Name	Customer name Value Hide	SSN/TIN	SSN in Hide n Editable value	Doc Type		Doc Date		Account Status		Batch Name		Branch Number		ST Customer Number		Document ID	Document Id req Read Only	Scan Date		Account ATM Number		Application Type		Department		Account Purge Date		Line Of Business	
Property	Value																																						
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		<p>SLA Tracker</p>	<p>This component enhances FileNet BPM's SLA management functionality to define, track and manage SLAs based on defined hours of operation and holidays.</p>																																				
		<p>HCL's Lotus Notes to FileNet P8 (LN2P8) Migration Tool</p>	<p>The tool encompasses the following aspects for migration from Lotus Notes to FileNet P8 platform</p> <ul style="list-style-type: none"> • Users/User Group, security and permissions migration • Content Migration (structured as well as unstructured content and metadata migration) • Business Process Migration (Workflow as well as process references to content migration) • User Interface Migration: Lotus Notes user interface to FileNet user interface (FileNet Workplace) <p>Advantages of Using this tool</p> <ul style="list-style-type: none"> • Seamless Migration from Lotus Notes to FileNet P8 • Mitigates Risks • Low turn around time by using reusable migration utilities <p>Well established framework and proven methodology</p>																																				
<p>4</p>	<p>Assumptions (if any)</p>	<p>NA</p>																																					

5	Additional Information (if any)	NA
6	Responsibility Matrix (HCL vs. DEQ)	NA

EXHIBIT B-X
CONTRACT NUMBER VA-071114-HCL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
HCL AMERICA, INC.

Exhibit B-X is hereby incorporated into and made an integral part of Contract Number VA-071114-HCL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and HCL America, Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit B-X and Contract No. VA-071114-HCL, the provisions of Contract No. VA-071114-HCL shall control.

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

STATEMENT OF WORK

This Statement of Work is issued by VITA on behalf of 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 Understanding of the Requirements

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

- a) general description of the Solution*
- b) project boundaries*
- c) Authorized User-specific requirements*
- d) special considerations for implementing technology at Authorized User’s location(s)*
- e) 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.

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, and Holdbacks

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Deliverable	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Installation of software	---	Execution + 20 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 20 days	---	---	---
Training	Training manual	Execution + 30 days	\$10,000	\$1,000	\$9,000
User Acceptance Testing	---	Execution + 30 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 45 days	\$10,000	(\$4,000)	\$14,000

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

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount plus the total amount retained by the Authorized User.

Required Deliverables are as follows: (Provide a description of all Deliverables for this engagement.)

- o Site survey report:
- o Training manual:

- o **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.

Any inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the execution of this Statement of Work shall be deemed Work Product. Configuration of software shall not be deemed Work Product. All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

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/procedures/adminservices/capp/pdfdocs/20335.pdf>).

7. Acceptance Criteria

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) **designed by Supplier and accepted by the Authorized User**. The UAT will ensure that all of the functionality required for the Solution has been delivered. **Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list will be incorporated into this Exhibit D-X.**

This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the project manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have **ten (10)** days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

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)

Responsibility Matrix	Supplier	Authorized User
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:

- a) Identification of risk factors.*
- b) Initial risk assessment.*
- c) Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.*
- d) 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: _____

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

Supplier
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

VITA
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

EXHIBIT D
CONTRACT NUMBER VA-071114-HCL
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
HCL AMERICA, INC.

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-071114-HCL (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and HCL America, Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit D and Contract No. VA-071114-HCL, the provisions of Contract No. VA-071114-HCL shall control.

Category	Detailed Description of Skills, Knowledge and Abilities	Hourly Rate (Standard)
Classification/Labor Rate 1	Progam Manager/Project Manager - PMP Certified with 5+ years of project management experience	\$120
Classification/Labor Rate 2	FileNet Architect/Project Lead/Technical Lead - FileNet Certified Architect with 6+ years of FileNet Experience	\$95
Classification/Labor Rate 3	Designer/Senior Developer - FileNet Certified Developer with 4+ years of FileNet Experience	\$85
Classification/Labor Rate 4	Developer - FileNet Certified Developer with 2+ years of FileNet Experience	\$80
Classification/Labor Rate 5	Senior QA Engineer - 5+ years QA planning and executing experience	\$75
Classification/Labor Rate 6	QA Engineer - 2+ years testing experience	\$70
Classification/Labor Rate 7	Technical Writer - Experience of US English and project documentation	\$60
Classification/Labor Rate 8	Trainer - Local Trainer with ECM knowledge	\$80
Classification/Labor Rate 9	Business Analyst/ Technical Analyst - 5+ years of experience in requirement gathering & analysis with 3+ years experience on ECM projects	\$75

EXHIBIT E: 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:

L. R. Ra

Printed Name:

RaghuRaman Lakshmanan

Organization:

JHCL America, Inc

Date:

11/13/2007