



Commonwealth of Virginia
Virginia Information Technologies Agency

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

Date: October 26, 2010

Contract #: VA-071114-IMC

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

Contractor: Information Management Consultants
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Reston, Virginia 20191

FIN: 52-1205092

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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>



COMMONWEALTH *of* VIRGINIA

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October 20, 2010

VIA EMAIL

**TO: Information Management Consultants
David Brent [DBrent@imc.com]**

RE: VA-071114-IMC

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

The expiration of the agreement is now extended to November 14, 2011.

Regards,

Mike Novak
VITA

c: contract file



Information Technology Services and Software Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Information Management Consultants

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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 Information Management Consultants ("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 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 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, in its sole discretion, may extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Expiration of the term of the Contract shall not affect any perpetual license granted hereunder. 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 fifteen (15) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part, or the Authorized User may immediately terminate its order, in whole or in part. Such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, VITA may immediately terminate this Contract, in whole or in part, for breach. 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 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 in such contract (VA-070601-IBM).

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 verified defects or malfunctions in any Supplier Software Deliverables (other than third party Software) 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, or (ii) provide to all Authorized Users a work around until corrected, within ten (10) business 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 Supplier Software and Documentation revised to reflect any updates or upgrades. Updates made by third party supplier or Software Publisher shall be tested, verified, and made available to the Authorized Users within fifteen (15) business days of the vendor release.

3. Coverage

From 8:30 a.m. to 5 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

Respond to problems with the Deliverables identified by an Authorized User according to the following tiered priorities: Urgent – within two hours of notification; High – within 4 hours of notification; Medium – within 1 business day of notification; and Low – within 2 business days of notification. Resolve all problems according to the following:

- a). Priority 1 – Urgent - (Deliverable not functioning and there is no known workaround) within eight (8) business hours
- b). Priority 2 – High - (certain processing interrupted or malfunctioning but Deliverable able to process, or there is known workaround) within three (3) business days
- c). Priority 3 – Medium - (minor intermittent malfunctioning, Deliverable able to process data, or a workaround is known) within five (5) business days.
- d). Priority 4 – Low – Issue results in Authorized User inconvenience or annoyance but does not affect a required operational capability or issue results in Authorized User inconvenience or annoyance but the issue conforms to established requirements. These issue types will be documented with contract representatives for resolution determinations and prioritizations.

The level of the issue severity (e.g. 1, 2, 3, and 4) shall be determined in collaboration with the Authorized Users and the Supplier.

5. Software Evolution

Should Supplier merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier 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 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 releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and 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.

Before Supplier provides any Software from a Software Publisher, it will attempt to have such Software Publisher agree to the items contained in this Section 5, Software Evolution.

6. Escalation Procedures

IMC offers Tier 1, Tier 2 and Tier 3 support. An overview of each Tier is provided below:

Tier 1 - Initial call/ticket from an end user with a problem, question, or comment; Tier 1 support personnel aim to investigate and answer user questions or to resolve problems in a very short duration.

Tier 2 - Upon investigation by Tier 1 support the problem/question could not be resolved or answered; the issue is escalated to Tier 2 support and more investigation is needed to solve the problem and/or where Tier 1 support may not know the answer to a question. Tier 2 may include resource coordination between VITA and IMC.

Tier 3 - Upon investigation by Tier 2 support, it is determined that support from FileNet is required. Tier 3 support will require specific resource coordination among VITA, IMC and FileNet. Therefore, such issues will be treated as a Major enhancement, outside of this Agreement, as described above.

Under this Agreement, VITA Information Systems resources will provide support for the Tier 1 initial user call/issue identification. IMC will provide support to VITA beginning at the Tier 2 level. For Tier 2, VITA would enter a trouble ticket into IMC's TR2 system and the ticket will be received as routed to the appropriate support personnel for processing, and tracked through to resolution.

Emergency Escalation Procedure

Our Help Desk procedures and trained Help Desk personnel ensure that the vast majority of issues are handled promptly and effectively. Occasionally, a situation may arise where an intermediary is required. In such cases, the Authorized User can contact the assigned Delivery Manager to explain the situation.

In the case of Priority 1 problems, the assigned Delivery Manager is proactively informed almost immediately as part of the Help Desk Standard Operating Procedures and will personally become involved to make all reasonable endeavors to ensure that the problem is resolved as soon as practicable. We are confident that the emergency escalation procedure will rarely be required. However, this procedure is available and to be used if necessary.

7. Remedies

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 returned 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 three (3) years. Authorized User shall discontinue use of any Deliverable or product.

Credits and rebates 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 Acceptance of the Deliverable 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. 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 deemed included in the scope of the SOW unless expressly excluded.

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. Authorized User shall continue to include Supplier's copyright notice.

H. Training

Any training necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the SOW unless expressly excluded.

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 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 six (6) 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.

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 six (6) 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 its sole 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.

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 therefor.

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.

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 twenty (20) 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 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, or subcontractors, is and shall be the employer of Supplier 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 Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;
- iii). The Services and Deliverables shall meet or exceed the Requirements;
- iv). The Services shall be performed in a professional manner;
- v). The Services shall not cause or result in the loss of any data housed by the Authorized User, solely due to Supplier's actions;
- vi). 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 (for fixed prices Statements of Works) 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 thirty (30) 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 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 a 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. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

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 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. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

In the event 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, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services or Deliverables provided by Supplier, or (v) 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. 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. All other liability shall not exceed the greater of 125% of the SOW giving rise to the liability, or \$250,000.

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 occurrence.

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 occurrence which contains an endorsement with the following terminology or its substantive equivalent: "The Company [Insurance Company] shall be liable under the fidelity insuring agreement on account of loss sustained by the Commonwealth or any Authorized User of the Contract through fraudulent or dishonest acts committed by any of Supplier's employees or contractors while performing their duties for any Authorized User whether or not Supplier is legally liable for such loss."

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 sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the 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.

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

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of an Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

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

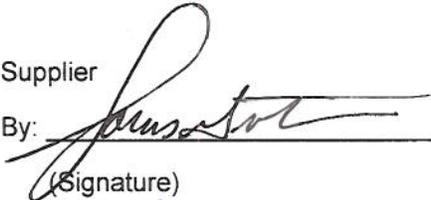
This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and 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: 
 (Signature)
 Name: Louis G. Matrone
 (Print)
 Title: President + COO
 Date: 11/15/07
 Address for Notice:
IMC
11480 Commerce Park Dr.
Reston VA 20191
 Attention: General Counsel

VITA
 By: 
 (Signature)
 Name: JAMES T. Roberts
 (Print)
 Title: Director Finance & Administration
 Date: 11/20/07
 Address for Notice:
CESC
11751 Meadowville Lane
Chester VA 23836
 Attention: Contract Administrator

EXHIBIT A
CONTRACT NUMBER VA-071114-IMC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
INFORMATION MANAGEMENT CONSULTANTS

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

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

1. (Base-1)

Can you provide the necessary services for the required storage capacity estimation?

Yes - With over 25 years in the document and content management industry, IMC has the expertise, tools and knowledge to effectively estimate storage capacity requirements based on current and future requirements.

2. (Base-2)

Can you provide the necessary services for the required storage options analysis?

Yes - IMC has expertise in content storage analysis. This includes the ability to assist clients in evaluating all available options for storage solutions to help determine the most cost effective solution based on requirements. We have over 25 years of experience with assembling cost effective and high-availability solutions.

Based on the information provided, we would initially recommend that only documents involved in workflow be cached locally. We do not believe the associated ad hoc retrievals will provide an excessive burden on the existing infrastructure. However, IMC will perform further analysis as part of our requirements gathering phase, as this is dependent on a number of factors including disaster recovery and business continuity requirements.

3. (Base-3)

Can you provide the necessary services for the required network infrastructure analysis?

Yes - IMC has network and infrastructure expertise to analysis your network requirements related to content management.

The “solution” is comprised of the FileNet P8 infrastructure combined with the existing network infrastructure. IMC will configure the FileNet P8 solution as prescribed by FileNet for optimum performance. We believe the response times will be equal to or less than those described in Table 5-1 in the RFP; however, the response is dependent on many factors that will be out of IMC’s control.

4. (Base-4)

Can you provide the necessary services for the required analysis of workstations and monitors?

Yes - IMC recognizes the need to have adequate hardware components to support the effective operation of any content and records management solution. We can assist VITA with analyzing workstation and monitor needs, especially for any specialized processing requirements.

We believe the existing inventory, as described in the Dell invoices, are adequate for the task. We believe the future purchase options are also adequate. However, for optimum performance, we would recommend that all configurations have at least 2 gigabytes of RAM. Optionally, 1 gig of RAM would be adequate with discrete graphics.

5. (Base-5)

Can you provide the necessary services for the required analysis of scanners?

Yes - IMC has extensive experience in helping clients deploy document capture solutions, and we have completed a large number of capture analysis and deployment engagements.

IMC often recommends the Fujitsu line of scanners. Both 4097's and 5097 are excellent scanners. We recommend their continued use for as long as serviceable. We believe that clients should standardize to extent possible, and should generally continue with the same models or newer comparable replacement models. However, recommendations should always reflect the specific requirements of location, the application, the volumes and the required throughput.

IMC's primary recommendation for capture software is generally Kofax Ascent. We believe, depending on final volumes and configuration, that the recently purchased Ascent software constitutes industry leading capture technology.

6. (Base-6)

Can you provide the necessary services for the required remote access?

Yes - IMC has assisted numerous clients in developing and deploying both out of the box and customized remote access capabilities for content management systems for both retrieval and capture.

IMC has frequently delivered systems that provide for remote and external access, while maintaining adequate security.

7. (Base-7)

Can you provide the necessary services for the required implementation of the capture capability?

Yes - IMC is proud of our ability to help clients develop a vision for future utilization of existing document and records management infrastructure. IMC has a number of Kofax-certified consultants, and along with other industry leading capture systems, IMC has implemented a number of standard and advanced capture systems.

8. (Base-8)

Can you provide the necessary services to implement the required scanning capability?

Yes - IMC has assisted many clients with implementing capture/scanning systems from small departmental ad hoc scanning solutions to high volume "mail room" scanning facilities. This often

includes systems that capture inbound documents from a myriad of sources, including fax, email, scanners and other systems.

As noted in the response to Base-5, IMC has implemented scanning solutions specializing in the implementation of Kofax Ascent Capture nation-wide.

The Ascent to FileNet release script is a standard out of the box component.

9. (Base-9)

Can you provide the necessary services for the required integration and support associated with eMail retention?

Yes - Combined with the appropriate FileNet components, IMC can provide this. IMC has many years of experience in integrating corporate email system with content and records management systems to achieve cost effective, compliant email solutions.

10. (Base-10)

Can you provide the necessary services for the required set-up, implementation and integration of electronic native documents?

Yes - This is a native capability of FileNet's P8 platform, and IMC has implemented this feature in nearly every implementation of FileNet's content management solution.

11. (Base-11)

Can you provide the necessary services for the required database transfer?

Yes – IMC has the requisite skills and experience to appropriately modify the database schema to allow for federated searching across multiple document sets.

a) (Option-1)

Can you provide the necessary services for database transfer?

Yes - IMC has extensive experience with migrating very large content management system(s) to both upgraded systems, and across platforms. This includes several U.S. Government projects with document collections in excess of 16 million system-managed documents.

12. (Base-12)

Can you provide the necessary services for the required analysis, integration and implementation associated with the search requirements?

Yes - One of the most important benefits of any content and records management system is the enhanced ability to search, locate and rapidly retrieve required documents. However, it is critical in systems managing large collections that indexing requirements be fully analyzed to ensure that content is properly indexed, and that the appropriate search criteria in implemented to ensure that documents can be located when required.

Based on currently available information, we believe the specified meta-data fields are adequate. However, IMC can only make a final determination after an appropriate requirements gathering engagement included as part of this proposal.

13. (Base-13)

Can you provide the necessary services for the required image retrieval and viewing capability?

Yes - While FileNet has an out of the box retrieval and viewing capability, many organizations find that a simpler and/or standardized interface is desirable. IMC has certainly not only been involved in the deployment of the standard interface, but we have also developed many custom interfaces to facilitate retrieval and viewing.

The FileNet P8 solution offers one of the robust user configurable interfaces out of the box. This allows for paging, jump to page, thumbnail viewing and other capabilities to aid the user. IMC can configure the solution to best meet of the needs of end users, and to allow some user-configurable options for specific situations.

14. (Base-14)

Can you provide the necessary services for the required web access capability?

Yes - IMC has extensive experience in implementing FileNet P8 in a thin client environment. Both internal and public access require that DEQ implement appropriate security measures to ensure that required documents are available to the various user types. IMC is capable of configuring the solution to meet the necessary security requirements associated with web access.

15. (Base-15)

Can you provide the necessary services for the required printing capability?

Yes - Standard Windows printing capability is available as a native FileNet function. IMC has also created various customized printing solutions to aid in both ad hoc and high volume print situations. To accomplish these DEQ-requested capabilities, it is important to engage a partner like IMC that can not only provide the necessary development resources, but also the ability to analyze and recommend the necessary hardware and software to support this requirement.

16. (Base-16)

Can you provide the necessary services for the required analysis, assistance, and support for system security?

Yes - IMC has experience with implementing very large content management solutions on the FileNet framework. This often involves very complex security models. IMC has also implemented content and records management solutions in FOIA applications. This has included systems operating in classified security situations.

17. (Base-17)

Can you provide the necessary services for the required records management capability?

Yes - IMC has experience implementing FileNet's Records Manager component. In addition, IMC has subject matter experts with over 20 years of experience in records management, including records management in state and local governments.

This ensures that any technological solution used to support the State's records management program will inter-operate in such a way as to ensure compliance with State Archives standards and each department's records management processes and procedures.

While standard retention schedules are implemented and controlled by FileNet Records Manager, it is possible to create a customized software widget that will allow the systems to poll CEDS in order to update the field data in Records Manager used to calculate the disposition date.

The system has the capability, using database report development utilities such as Crystal Reports, to create compliant forms listing items eligible for disposition review.

18. (Base-18)

Can you provide the necessary services for the required Enterprise Report Management?

Yes - IMC has experience with implementing FileNet's Enterprise Report Management component. IMC not only has experience implementing the technology component, but it also has the requisite business analysis experience to ensure the ERM solution is implemented in the most effective way to facilitate high speed ingestion of reports as well as facilitating easy retrieval and presentation of required reports.

19. (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?

Yes - IMC has extensive experience in each area cited by VITA for the DEQ initial implementation. IMC has a 16-year history of implementing complex FileNet systems that include:

- Infrastructure analysis and recommendations
- Implementation and integration services for imaging and document management functionality
- EMail integration and management
- Workflow for routing (both ad hoc and automated) objects
- Integration to legacy systems and workflow processes
- Basic ERM capabilities
- Records management

We have assisted a number of Federal and local government clients with the implementation of FileNet-based solutions that include integration into existing line of business applications and complex workflows.

b) (Option-2)

Can you provide the necessary services for fax capture and integration?

Yes - IMC has previously implemented fax capture in a number of client solutions to facilitate the automated capture and indexing of inbound fax documents. We have used a number of industry-leading fax servers combined with the capabilities of Kofax Ascent Capture.

Once ingested into the Ascent system, the fax documents become merely another object to the solution. As such, the system can be configured to treat them just as it would any other object, including triggering or participating in workflows, and/or being available for ad hoc retrieval.

c) (Option-3)

Can you provide the necessary services for eForms capture and implementation?

Yes - IMC has several FileNet eForms implementations that are part of mission-critical applications. One of these is in a health-care environment, and provides critical information to facilitate business processes and patient care in a hospital setting.

IMC has included and planned for the implementation of two eForms based on the IBM/FileNet eForms component. One of these will have a requirement for electronic signature.

d) (Option-4)

Can you provide the necessary services for records management reports?

Yes - While the FileNet Records Manager component includes a suite of standard out of the box records management administrative reports, IMC is experienced in creating custom reports. FileNet P8 captures extensive activity logs and other system information. IMC has expertise in the data schema which allows us to create any custom report the State may require.

20. (Base-20)

Can you provide the necessary services to DEQ for the required analysis and implementation for CEDS integration?

Yes - IMC has extensive experience integrating legacy systems and databases to FileNet. The level of impact to the legacy system will be dependent on the application programming interfaces (API) available to the CEDS systems. IMC recommends the use of API to legacy systems to protect integrity of systems during upgrades and also ensure business rules applied within the legacy systems are maintained.

If the necessary API are not available, IMC also has experience integrating directly with legacy databases via SQL Views or direct SQL calls to the legacy database tables.

IMC also has vast experience in implementing batch based downloads of data from legacy systems and pulling the data into the FileNet system, either via XML files or temporary database tables.

IMC has developed a number of Records Manager events that could be triggered by CEDS to update the FileNet ECM system.

e) (Option-5)

Can you provide the necessary services to DEQ for analysis and implementation for CEDS integration?

Yes – IMC has developed a large number of solutions for its clients that, dependent on the metadata being displayed on an external (to ECM system) screen, will retrieve and display either a single document where the search only retrieves one document, or a document list where multiple documents fulfill the search requirement.

IMC's DocConnect solution has been architected to allow user configurable integration of external system screens. The user can configure and integrate with the screen and fields on each screen. IMC will need to develop the necessary integration specific to CEDS and then apply the in-place architecture solution to allow the same level of configurability as has been achieved with other legacy systems.

21. (Base-21)

Can you provide the necessary services for the required portal integration?

Yes – IMC has a wealth of experience with building secure portals (intranet and extranet), and use of IBM's WebSphere products.

f) (Option-6)

Can you provide the necessary services for GIS integration?

Yes - GIS systems are part of the critical infrastructure for most state and local governments. GIS systems, of themselves, are somewhat complex in the functions and capabilities. However, IMC views the end product of the GIS systems and associated processes to be additional content to be properly ingested into and managed by the FileNet content repository. As long as these systems

provide an open application programming interface (API), IMC has the capability of integrating the GIS system and the Content Repository.

IMC has extensive experience in implementing the FileNet platform with a number of third party line of business applications. This may include the two-way transfer of information between the systems as part of business processes associated with the documents and systems.

g) (Option-7)

Can you provide the necessary services to DEQ for eDMR integration?

Yes - The system will accept the submitted XML file as an object in the repository representing the data as collected and presented. System security can be implemented to restrict the ability to modify the native XML file, and the systems activity monitoring and logging will provide an audit trail of all activity related to each specific Discharge Monitoring Report file.

As the XML is ingested into the system, IMC can use the XML data to create virtually any representation of the data required. This can include overlays or watermarks as required. We have accomplished this in our WiSPER voice recognition systems that take dictated patient encounter information, pass it to the FileNet system as an XML file, and also represent the data as an I-9 insurance form.

h) (Option-8)

Can you provide the necessary services for eForm without an electronic signature?

Yes - The FileNet eForm application can be configured to allow for a data exchange. Integrating with the workflow system, data can be extracted from CEDS system to create an XML file. The XML file can be used to generate a pre-populated form that can be distributed electronically or printed.

Forms may also be completed via the eForms solution. Data added or updated in the form then becomes part of the XML data file. This data is then available to be passed to the CEDS system, and / or used as part of the workflow process. As an XML file, the data and form information is available to re-tasked in a number of ways.

Various methods of validation are available, and IMC domain experts will work DEQ to determine the business rules for validation. This will allow us to determine the most effective data validation methods.

DEQ should plan to provide approximately 120 man-hours to support the development of this project.

i) (Option-9)

Can you provide the necessary services for eForm with an electronic signature?

Yes – The IBM/FileNet eForms system can be configured to provide XML output of the entered data. We would propose a PDF rendering of the completed form for storage. The XML file is available to be re-tasked in a number of ways, including providing the data to the CEDS system via the API set of CEDS. Data from the XML file will also be used to populate the appropriate meta-data fields of both the PDF object and the XML object. We propose saving both objects.

DEQ should anticipate approximately 80 man-hours to support this development function.

22. (Base-22)

Can you provide the necessary services for the required workflow?

Yes – IMC has extensive experience with utilizing FileNets P8 Workflow products, such as Process Engine, Process Analyzer, to design and implement solutions of the nature given in the samples shown in the request for proposal.

23. (Base-23)

Can you provide the necessary services for the required Phase 1 implementation deployment?

Yes – IMC has extensive experience implementing all FileNet P8 and Kofax Ascent components as described in the request for proposal.

IMC has fully certified IBM/FileNet architects.

24. (Base-24)

Can you provide the necessary services for the required Phase 1 validation services?

Yes - As part of our normal implementation services, IMC includes a requirements gathering exercise to validate existing plans, and to establish clear needs and expectations.

IMC also has a full QA team that will validate the solutions being provided as described elsewhere in this document.

25. (Base-25)

Can you provide the necessary services for the required Phase 2 implementation deployment?

Yes – IMC can provide the services necessary to integrate FileNet with IBM WebSphere. As noted previously, all IMC implementation engagements begin with a requirements gathering and validation exercise.

26. (Base-26)

Can you provide the necessary services for the required Phase 3 implementation deployment?

Yes – As previously described, IMC is capable of implementing public access to FileNet objects via WebSphere. It is important to remember that a complete understanding of the required security model is critical when exposing objects via public websites. IMC can assist DEQ in determining the appropriate security model.

j) (Option-10)

Can you provide the necessary services for the Phase 3 validation services?

Yes - As part of our normal implementation services, IMC includes a requirements gathering exercise to validate existing plans, and to establish clear needs and expectations.

IMC also has a full QA team that will also validate the solutions being provided as described elsewhere in this document.

k) (Option-11)

Can you provide the necessary services for the Phase 4 implementation services?

Yes – As previously described, IMC is capable, based on included assumptions, of performing the implementation actions specified in Phase 4.

27. (Base-27)

Can you provide the necessary services for the required Phase 5 implementation deployment?

Yes – IMC is capable of providing the required implementation services for Phase 5 contingent on the specified assumptions.

l) (Option-12)

Can you provide the necessary services for the Phase 5 validation services?

Yes - As part of our normal implementation services, IMC includes a requirements gathering exercise to validate existing plans, and to establish clear needs and expectations.

IMC also has a full QA team that will validate the solutions being provided as described elsewhere in this document.

28. (Base-28)

Describe your relevant experience, capabilities and approach to project management.

At IMC, we utilize a proven, comprehensive project management approach to facilitate the seamless integration of cost-effective solutions. We partner with our clients, from project inception through completion, to ensure implementation of a strategically aligned solution that delivers measurable results. IMC's project managers each possess strong, practical experience in successfully applying the practices and principles supported by the Project Management Institute's (PMI) Project Management Book of Knowledge (PMBOK).

Our flexible and scalable project management methodology includes the following steps:

- **Initiation and Planning** – Initiation and planning activities will help to set priorities and expectations for managing the project and will provide a roadmap for successful project management. Project standards and templates will be defined and implemented for a number of activities, including project planning, risk management and issue tracking, and status reporting. The project team will create the detailed project plan with manageable activities to reduce project risk. The plan will outline the standard project methodology. The team will establish and implement an effective process to track progress at detail and summary levels.
- **Execution** – Execution activities will put the detailed project plan in motion and focus on data collection, analysis, and implementation activities. All processes defined for the project team will be established and enforced to ensure the quality completion of the project on time and on budget. The project team will schedule all work with the client.
- **Monitoring and Control** – During the monitoring and control phase, IMC will perform the following:
 - Monitor project progress
 - Assist with the management of project risks and issues
 - Monitor and proactively manage the project budget
 - Perform change management to identify and approve any system changes
 - Conduct performance measurement, including qualitative and quantitative metrics, milestones, and key performance indicators

- Status reporting
- Quality assurance

The benefits of our project management methodology are:

- Delivery of quality services on time and within budget
- Improvement of process efficiency and effectiveness
- Continuous, appropriate communication
- Identification and management of risks
- Providing a basis for continuous learning and improvement

IMC will provide DEQ with consulting services in support of the design, development and implementation of the FileNet P8 solution.

At the end of each task, IMC will perform a task checkpoint which will allow DEQ to reassess the FileNet P8 implementation project and its alignment with business goals and strategies. These checkpoints will also be used to identify any concerns and/or issues that may arise and have an affect on the project timeline or budget. Any issues identified will be documented and provided to DEQ's designated Delivery Manager for review. Only upon DEQ's written approval will these additional items be added to the project plan and budget.

These periodic checkpoints help ensure the project tasks are being performed and implemented within the guidance and vision of DEQ's overall business strategies.

The delivery of IMC's consulting services for the FileNet P8 implementation project will be operationally maintained under IMC's Public Sector Division. Under the Public Sector Division, the FileNet P8 implementation project will be managed by an IMC Delivery Manager who will be responsible for the DEQ's P8 implementation project. The Delivery Manager will report to an IMC Program Manager. This organizational structure allows the Delivery Manager direct and immediate access to IMC's senior management team for project updates and status reporting as necessary.

IMC Delivery Manager

IMC's Delivery Manager will be responsible for overall engagement oversight and interfacing to the DEQ Project Management Team. The Delivery Manager is the primary point of contact for the IMC Team, and as such, will act as the overall liaison between the DEQ and IMC Teams. The Delivery Manager is responsible for providing information on IMC's project approach, overall status of ongoing project activities, tactical and strategic project planning, and management meetings and briefings. The Delivery Manager is also responsible for providing feedback to the IMC Team based on DEQ's project goals and strategies, meetings and briefing, and overall expectation management and delivery of consulting services.

Additionally, the Delivery Manager is responsible for providing information to IMC's Senior Management Team about project activities, progress, and key issues and resolutions if necessary.

In day-to-day project activities, the Delivery Manager is responsible for managing the detailed project tasks, resources, and activities. These tasks include:

- Act as the day-to-day liaison between the DEQ and IMC Teams on detailed project activities, resource scheduling/allocation, solution/implementation operational readiness, etc.;
- Provide detailed project plan and updates/coordination of project schedule to business user requirements;
- Manage the IMC Team's day to day project task activities;
- Coordinate and/or facilitate Team meetings;

- Project budget tracking and reporting;
- Status reporting and scheduling;
- Detailed issue escalation and resolution;
- Monitor, deliver and track all work products; and
- Perform Quality Assurance checkpoint reviews throughout the project.

This management structure provides the necessary project management oversight at the strategic and tactical levels of project activities. This structure also provides immediate checks and balances, both within the Project Team, as well as upward reporting directly to IMC's Senior Management Team. IMC feels that this model of active communication, coupled with direct and indirect management oversight and monitoring, is essential for overall project success.

Escalation Procedure

Open communications is the key to identifying and resolving issues that impact the forward progress and success of the DEQ Project. IMC utilizes the "escalation ladder" concept for problem resolution including the escalation process for resolving problems that are not reconciled by the initial resolution attempt(s). This process allows for the reporting, tracking, status, and resolution of project/project issues.

As the foundation for the escalation ladder, resources assigned to the DEQ project are identified within their organization, including their corresponding project responsibilities. Additionally, the ladder incorporates a peer-to-peer/counterpart relationship between the DEQ and IMC organizations. This peer-to-peer relationship establishes:

- who should be contacted within each organization as issues are identified; and
- who should be contacted if an item/issue requires escalation.

The resource information that comprises the escalation content should be collected early on in the project. IMC recommends that this process be completed within the first week of project initiation. Clear lines of communication, even at the beginning of a project, are critical for information sharing and knowledge management.

Status Reporting

For ongoing project activities, any identified item or issue impacting the continued progress of the project will be captured and tracked. The IMC Delivery Manager is responsible for providing periodic status reports to the designated DEQ Delivery Manager. If issues are identified at the project level, IMC's status reports will list all active issues (e.g., new, in process, closed during the reporting period), their current status, who is responsible for the issue, the date the current status was applied, and the expected date for resolution/closure. During the project, status meetings will be held to discuss the ongoing progress of the project, as well as updates to open issues. The status report will be updated based on the outcome derived from the status meetings.

If an issue arises in which a more appropriate level of management should be notified, the issue should be sent directly to the next level of the organization's management in the escalation ladder. For example, if DEQ identifies an issue with an IMC project team member, the issue can be taken to IMC's Delivery Manager or Account Executive. If DEQ feels that this is not the appropriate level, then the DEQ representative may forward the issue directly to the IMC Delivery Executive (DE) or Vice President (VP). The IMC DE/VP will address the issue, or if necessary, pursue discussions with IMC's senior management on the issue. The IMC DE or VP is responsible for documenting and tracking the issue and providing resolution to the DEQ representative.

Note: Due to the nature of certain issues, at the discretion of the DEQ/IMC management team, the issue may or may not appear on the periodic project status report.

Project Management Deliverables

IMC will provide the following project management deliverables:

- Final Project Plan
- Periodic Status Reports
- Implementation Plan (refer to Deliverables for details)

During the initial week of project activity, the IMC Delivery Manager will meet with DEQ's designated Delivery Manager and baseline the project plan based on current project knowledge and understanding of DEQ's business goals and availability of resources. At the end of each project task, a meeting will be convened to review the project plan and make adjustments accordingly. Any proposed adjustment to the plan will be agreed upon by both DEQ and IMC prior to the baseline plan update.

IMC will submit two status reports per month, once at mid month and the second just following the end of the month. The status reports will provide a summary of activities during the reporting period. Activities include tasks being currently performed or completed, upcoming tasks to be performed during the next reporting period, project deliverables provided to DEQ, and issues or concerns (as described in the Escalation Procedure section above). These reports will align with IMC's accounting systems thereby providing consistent project budget reporting and invoicing.

29. (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.

Yes. IMC is pleased to provide sample user training materials in Appendix A.

30. (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. IMC is pleased to provide sample system administrator training materials in Appendix A.

31. (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.

Yes. IMC is pleased to provide sample security training materials in Appendix A.

32. (Base-32)

Can you provide the required project schedule?

Yes – As part of IMC delivery, process it is necessary to create a detailed work breakdown schedule (WBS) with task dependencies, assignments and work effort required. The timeline for the project activities are derived from these details.

Each project schedule created will include all resources (IMC, client and/or external party), along with materials/expenses, to give an overall picture of the project timeline and budget. This is then maintained during the project life with actuals to track the project against time and budget until project close out.

33. (Base-33)

Can you provide the required infrastructure requirements?

Yes –Using FileNet minimum specifications and our experience, IMC can determine the optimum infrastructure requirements. Our final recommendations will be made after the initial requirements gathering and validation function.

34. (Base-34)

Can you provide the required detail design document?

Yes – Once the initial requirements validation is complete, IMC will provide both a statement of work and a final design document. These documents will provide detailed information on the project milestones and deliverables for each project, the time required and the resources required from DEQ.

The design document will include detailed information on the functionality of the solution/workflow and proposed interfaces. This will include necessary security, alerts, monitoring and escalation requirements.

35. (Base-35)

Can you provide the required user education and training materials?

Yes – IMC believes that successful implementations are predicated on user acceptance of the system. User acceptance requires appropriate and adequate training. As such, IMC believes that adequate training of both end-users and system administrators is critical to a successful project.

The standard training program consists of two (2) days, hands-on training sessions covering both administrator and trainer training. We typically limit hands-on training classes to four to six (4 to 6) students each in order to provide individual attention to students, and to ensure that each user fully understands how to perform their respective processes. Although the maximum number of students preferred for hands-on training is six (6), this number is also dependent upon the number of scanners and workstations available in the training environment. Typically, one-half to one (½ to 1) day of administration training is provided to administrators, and one to one-half (1 to 1½) days are allotted to the training of trainers. This allows us to have focused training of trainers specific to the different business functions. Training is provided either at the client site during the onsite implementation activities. In addition, web-based training is available for users in remote locations via Webex.

Trainer Qualifications

IMC believes that in order to appropriately train users on applications, you must meet them on their own level. For this reason, IMC’s trainers range in background from analysts and others who are accustomed to working with individuals who may not be as technically knowledgeable, to subject matter experts with intricate product knowledge. All of our trainers are world-class professionals who have intimate knowledge of the proposed solutions, have experience in successfully training the use of the applications, and have the ability to relate to a range of different audiences. IMC will assign trainers with the appropriate background and product knowledge to accommodate the needs of DEQ.

Types of User Training

Hands-on training, as well as web-based training, is available for users. The training and training documentation is customized to meet the needs of the users in order to address their business functions. In addition, training materials are designed for use as reference materials after training, so it is highly recommended that users take notes in their documentation. Formal classroom administrator training is also available for each of the proposed products. Where appropriate, web-based training is available for users at remote locations.

We also provide hands-on and on-site training for both administrators and trainers. Our Train-the-Trainer training sessions are designed not only to walk students through end-to-end processes, but they also enable students to address questions that may arise during their own training facilitation.

IMC typically provides Quick Guides for use in Train-the-Trainer sessions. The purpose of the Train-the-Trainer sessions is twofold:

- To train the clients' user acceptance testing (UAT) team to the extent necessary to enable them to successfully execute the UAT to the solution(s) provided.
- To train the clients' trainers to the extent necessary so they can successfully develop their own end-user (business and system support) training materials and to provide end-user training sessions. These end-user training sessions will include the full operational use of the solution rather than just the functionality provided.

IMC provides highly trained team members who are intimately knowledgeable of the proposed solution as trainers. IMC has found it to be more efficient and effective for our customers to provide our subject matter experts, analysts, and developers for these training sessions. This allows students to not only ask more detailed questions, but it also allows our trainers to provide more in-depth instructions on troubleshooting techniques generally not available through dedicated trainers.

Future or Customized Training

Training can always be scheduled for our clients. In addition, if there are special needs in specific business groups, training can be customized to address those specific needs. Training outside of the scope of the standard program is available at an additional cost.

Certification Training

Certification training is provided by the original software manufacturer. Although we do not facilitate these training courses, we can provide assistance and guidance in receiving these certifications, and arrange the classes with the manufacturer (i.e., name of manufacturer).

User Manuals/Technical Documentation

IMC's clients are provided with Manufacturer user manuals, and quick start guides. All training materials are complete with screenshots and walk the users through end-to-end processes. The quick start guides supplied by IMC are not only intended to be used for the Train-the Trainer sessions but also for those trained trainers to use as the basis of their own end user training material.

36. (Base-36)

Can you provide the required systems documentation?

Yes – IMC will provide full as-built system documentation on any custom designed components. This will also include all custom developed training materials, user guides and quick reference guides.

37. (Base-37)

Can you provide the required administrator's manuals?

Yes – IMC will provide Administrator manuals as-built documentation for any custom designed solutions.

38. (Base-38)

Can you provide the required test plan?

Quality Assurance (QA) is incorporated into all daily activities of the IMC Team and is an integral part of our solution development process from the beginning of a project through completion. IMC team's development methodology is based on the amalgamation of IBM's Rational Unified Process (RUP) and SEI's Evolutionary Process for Integrating COTS Based Systems (EPIC).

There are different levels of testing, depending on the specific needs of clients. Everyone on the IMC team is responsible for the quality process. Our Quality team supplies the underlying framework, tools, checklists and oversight to ensure QA standards are met. During the early iterations of a

project, the Quality team typically develops a QA test strategy in the form of a Test Plan and maintains thorough QA documentation to measure and report feedback on the quality of the solution.

39. (Base-39)

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

Quality Process

The following is a proven model of Quality integration that IMC's Quality Assurance team implements for each project. Each section represents a phase within the project iterations and outlines the main roles or duties that the Quality team will perform.

In addition, during all phases of the project lifecycle, the IMC Team's writers and documentation specialists ensure the consistent quality of all documentation deliverables to the client.

Requirements:

- Participants in the Requirements phase to assure a realistic assessment of Quality issues and provide an estimate of QA tasks and work effort requirements for the project.
- Analysis and Design
- A Delivery Manager sets up project-specific CM and CRM repositories.
- A Test Manager and a Test Lead will develop a Test Plan in conjunction with the IMC project team-leads based on the project's SRS and Design Requirements.
- The purpose of the Test Plan is to:
 - Define an overall testing strategy.
 - Describe the methodology used.
 - Define test organization structure and responsibility.
 - Identify dependencies.
 - Provide a high-level indication of the type of tests in each level of testing.
 - Provide a high-level indication of the tools to be used in each level of testing.
 - Provide an overview of all test cases to assure full test coverage of the SRS and Design Requirements.
- Test Manager approves the Test Plan with the Delivery Manager.
- Development team creates/validates the Unit Test Cases & Scripts, with the Tester(s) as needed.
- QA team reviews the Unit Test Cases & Scripts with the development team.
- Implementation
- The Development team performs the unit testing with Tester(s) as needed.
- The Test Lead creates/modifies the Integration Test Cases & Scripts and Test Data for current iteration.
- The QA team reviews the Integration Test Cases & Scripts and Test Data sets.
- The Tester(s) will execute all Integration Test Cases & Scripts.

- The Tester(s) will develop the Test Evaluation Summary at the end of the integration test cycle in conjunction with the development team summarizing the current state of the solution.
- The Test Lead updates the Test Plan as necessary in conjunction with the IMC project team-leads based on the project's latest SRS and Design Requirements.
- Based on the Test Plan, SRS and Design Requirements, the Test Lead creates/modifies the Test Cases & Scripts and Test Data for the current iteration's test phase for any or all of:
 - Installation,
 - Data,
 - Business Process,
 - End-User Functionality,
 - Usability,
 - Benchmark (Profiling, Stress, Load),
 - Security,
 - Disaster Recovery.

The Test Manager and Test Lead will work with the Business Analyst(s) to create a Parallel Test Case(s) & Scripts and Test Data.

40. (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?

The major objective of User Acceptance Testing (UAT) is to evaluate the functionality of the DEQ ECM system from a business perspective. Questions the UAT attempts to answer include:

- Does the system meet defined business users requirements?
- Is the system easy to use (e.g., system look and feel, navigation, terminology, etc.)?
- Is the performance acceptable (e.g., response time)?
- Are there any defects/errors in the system?

System defects will be detected, documented in our requirements tracking tool and corrected during unit testing and internal team system testing. The UAT plan provides the DLLR with the opportunity to:

- Discover any issues that need to be corrected before the system is released into production.
- Allows business users to identify potential future enhancements.
- Allows underlying technology parameters to be tuned.
- Identify changes to terminology, labels on the windows, etc. that are not technically defects, but that cause confusion or do not make things clear.

During the user acceptance testing procedure(s), users will also evaluate non-technical user documentation.

Users within the UAT group will be free to test the system however they wish. However, scripts will provide step-by-step guidance to aid the users through the DEQ ECM System, and to ensure that all UAT participants test the core business functionalities within the system. The UAT scripts are developed from test scripts used during system testing and are based on the use cases describing the system business requirements.

41. (Base-41)

**Describe your relevant experience, capabilities and approach to acceptance testing?
How will you comply with DEQ's requirements for acceptance testing?**

Quality Assurance (QA) is incorporated into all daily activities of IMC and is an integral part of our solution development process from the beginning of a project through completion. As mentioned, IMC's development methodology is based on the amalgamation of IBM's Rational Unified Process (RUP) and SEI's Evolutionary Process for Integrating COTS Based Systems (EPIC).

There are different levels of testing, depending on the specific needs of clients. Everyone on the IMC team is responsible for the quality process. Our Quality team supplies the underlying framework, tools, checklists and oversight to ensure QA standards are met. During the early iterations of a project, the Quality team typically develops a QA test strategy in the form of a Test Plan and maintains thorough QA documentation to measure and report feedback on the quality of the solution.

Quality Process

The following is a proven model of Quality integration that IMC's Quality team implements for each project. Each section represents a phase within the project iterations and outlines the main roles or duties that the Quality team will perform.

In addition, during all phases of the project lifecycle, IMC's technical writers and documentation specialists ensure the consistent quality of all documentation deliverables to the client.

Requirements

- A Test Manager participates in the Requirements phase to assure a realistic assessment of Quality issues and to provide an estimate of QA tasks and work effort requirements for the project in the SDP.
- A Trace Solution Requirements Specifications (SRS) document is produced, including Use Cases to Proposal.

Analysis and Design

- A Configuration Management Administrator (CM Admin) sets up project-specific CM and CRM repositories.
- A Test Manager and a Test Lead will develop a Test Plan in conjunction with the IMC project team-leads based on the project's SRS and Design Requirements.

The purpose of the Test Plan is to:

- define an overall testing strategy.
- describe the methodology used.
- define test organization structure and responsibility.
- identify dependencies.
- provide a high-level indication of the type of tests in each level of testing.
- provide a high-level indication of the tools to be used in each level of testing.

- provide an overview of all test cases to assure full test coverage of the SRS and Design Requirements.
- Test Manager approves the Test Plan with the Delivery Manager.
- Development team creates/validates the Unit Test Cases & Scripts, with the Tester(s) as needed.
- QA team reviews the Unit Test Cases & Scripts with the development team.
- Test Manager and Test Lead attend the Design reviews.
- Test Manager and Test Lead re-assess the QA schedule and practices that the project will require in accordance with any changes in scope and/or technologies employed and revise the Test Plan accordingly.

Implementation

- The Development team performs the unit testing with Tester(s) as needed.
- The Test Lead creates/modifies the Integration Test Cases & Scripts and Test Data for current iteration.
- The QA team reviews the Integration Test Cases & Scripts and Test Data sets.
- The Tester(s) will execute all Integration Test Cases & Scripts.
- The Tester(s) will develop the Test Evaluation Summary at the end of the integration test cycle in conjunction with the development team summarizing the current state of the solution.
- The Test Lead updates the Test Plan as necessary in conjunction with the IMC project team-leads based on the project's latest SRS and Design Requirements.
- Based on the Test Plan, SRS and Design Requirements, the Test Lead creates/modifies the Test Cases & Scripts and Test Data for the current iteration's test phase for any or all of:
 - Installation,
 - Data,
 - Business Process,
 - End-User Functionality,
 - Usability,
 - Benchmark (Profiling, Stress, Load),
 - Security,
 - Disaster Recovery.
- The Test Manager and Test Lead will work with the Business Analyst(s) to create a Parallel Test Cases & Scripts and Test Data.

Test

As required, the following testing steps will be executed:

- The Tester and CM Admin will conduct installation testing to verify that the solution is correctly installed in the test environment.

- The Tester(s) will perform Regression testing to verify all previous fixes and to identify any new defects that may have entered or re-entered the solution as a result of those fixes. This step will be repeated as necessary.
- The Tester(s) execute the test cases & scripts.
- The Test Lead and Tester will develop a Test Evaluation Summary at the end of each test cycle in conjunction with development team summarizing the current state of the solution.
- Tester(s), along with the Business Analyst(s), will execute the Internal Parallel Test.
- The Tester(s) will perform Regression testing to verify all previous fixes and to identify any new defects that may have entered or re-entered the solution as a result of those fixes. This step will be repeated as necessary.
- The Test Lead and Tester will develop a Test Evaluation Summary at the end of the Internal Parallel Test in conjunction with IMC project team summarizing the current state of the solution.
- The Test Manager, along with the Delivery Manager, will sign-off on the solution as ready for deployment.

Deployment

- The Tester and CM Admin will conduct installation testing to verify that the solution is correctly installed in the production environment.
- The CM Admin and the Delivery Manager will sign-off on the Solution Installation Acceptance.
- Tester(s) will participate in and support the User Acceptance Testing as needed.
- The Tester(s) performs Regression testing to verify all previous fixes and to identify any new defects that may have entered or re-entered the solution as a result of those fixes. This step will be repeated as necessary.

Quality Measurements

Objectives

The main objective of all testing is measure the extent to which the solution has met DEQ's requirements and design and to identify anomalies.

The objectives of the tests are to ensure the following:

- The project is being, and has been, implemented completely and correctly.
- There is traceability through the project development iterations of:
 - Requirements (Proposal -> SDP -> SRS)
 - Analysis and Design (SRS -> Design Requirements -> Test Plan -> SDP)
 - Implementation (SRS/Design Requirements/Test Plan -> Test Cases & Scripts -> SDP)
 - Test (Test Cases & Scripts -> Installation, Data, Business Process, End-User Functionality, Usability, Benchmark, Security and Disaster Recovery Testing -> Defect Reporting -> Defect Resolution -> SDP)
 - Deployment (User Acceptance Testing -> Defect Reporting -> Defect Resolution -> SDP)

- The system has been exercised in a manner that reflects the way the system should be and will be used by the intended audience.
- The solution satisfies the agreed upon business function, performance, and user interface requirements.

Types of Quality Measurement

The following are the different types of quality measurement that apply to the entire solution development process:

- Editorial Reviews (technical writers and documentation specialists)
- Peer Reviews
- Unit Testing
- Integration Testing
- System Test (Installation, Regression, Data, Business Process, End-User Functionality, Usability, Benchmark, Security, and Disaster Recovery Testing)
- User Acceptance Testing (Parallel Test)

The Test Plan will describe the actions for each type of testing specifically for each project.

42. (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?

- Closeout – During project closeout, IMC performs the following:
 - Verification of deliverable completion – Upon project completion IMC will work with the Client to ensure satisfactory completion of all project deliverables.
 - Organize final documentation and deliverables – The project team will compile and organize final copies of all documentation and deliverables and turn them over to the client project team.
 - Turnover and training – During turnover and training, the project team will turn over all source code to the clients' development environment and train appropriate technical support staff members to ensure that the client technical support team is familiar with and capable of maintaining the new system. This will also include turnover of any and all design and user documentation.
- Conduct project closeout meeting – The project team will conduct a formal project closeout meeting as the final step. The team will ensure that all documentation and deliverables are in the client's possession and will present a formal project sign-off document as evidence of completion of all work. The closeout meeting will only occur after all outstanding issues that are the responsibility of the project team are closed out to the client's reasonable satisfaction.
- Post project review meeting – For larger scale projects, the project team conducts a post project review meeting to review the entire project from inception through completion to discuss with the client the lessons learned from the project. This meeting is conducted in a positive manner and focuses on the entire project with discussions on what went well, what could have been done better,

and how both the project team and the client can learn and from these experiences and leverage these lessons to more efficiently and effectively complete future projects.

43. (Base-43)

Provide the proposed configuration for DEQ's ECM system.

DEQ indicates a requirement for analysis and design phases for the various Base components of this engagement. While much work has already been done, IMC and DEQ recognize that a final design and configuration cannot be determined until the analysis and design is complete. IMC proposes to utilize as much of VITA's current architecture as possible to protect VITA's current investment. IMC will recommend and finalize with VITA the final architecture and configuration during the requirements and design phases of the project (i.e., after the activities related to Base-1, 2, 3, 4, 5, 6, 16, 33 are complete).

1. GENERAL REQUIREMENTS

44. (General-1)

What CRM software have you integrated to IBM FileNet's P8 software?

IMC has not integrated FileNet P8 with any CRM software.

45. (General-2)

What ERP software have you integrated to IBM FileNet's P8 software?

IMC has integrated FileNet-specific solutions to both Lawson and PeopleSoft ERP.

46. (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.

IMC has domain experts with direct experience managing document imaging production operations. This provides the insight required to assist DEQ in developing appropriate requirements for the acquisition of backfile conversion. IMC has specific experience in serving as a third party project manager for conversion projects.

IMC does not provide document conversion services directly.

47. (General-4)

How will the ECM solution capture Instant Messaging and associated native files obtained via instant messaging?

Currently there is no direct integration between FileNet P8 and instant messaging tools such as MSN Messenger, AIM, or Yahoo Messenger.

Solutions could be developed in its most basic level to capture the IM history files. This would be based on a policy being pushed to local desktops to ensure IM histories are retained and only deleted at known times so that versions of history can be maintained within the FileNet repository.

Other more sophisticated solutions can be investigated by integrating directly with a set of known IM tools via the tool's published API set.

48. (General-5)

What experience have you had in integrating SharePoint, particularly SharePoint 2003, with FileNet P8?

IMC has not integrated SharePoint 2003 with FileNet P8.

49. (General-6)

What experience have you had in integrating Falcon/DMS or other computer aided drafting and design systems with FileNet P8?

IMC has experience supporting clients in the commercial reality and utility spaces on FileNet platforms that have either integrated CAD products (such as Green Pastures G5 tool to fully integrate CAD documents into FileNet, retaining the compound nature of the document) or importing PDF versions of the final CAD documents where the CAD system of choice remains the prime system for the WIP CAD documents.

50. (General-7)

Describe your experience with integrating each of the modules in Contract VA-070601-IBM.

IMC has experience with multiple clients successfully designing, implementing and supporting both out-of-the-box and customized solutions with the following FileNet P8 components:

- IBM FileNet Content Manager,
- IBM FileNet Business Process Manager,
- IBM FileNet Email Manager,
- IBM FileNet Forms Manager,
- IBM FileNet Records Manager,
- IBM FileNet Records Crawler,
- IBM FileNet Rendition Engine,
- IBM FileNet System Designer,
- IBM FileNet Process Analyzer,
- IBM FileNet Process Simulator

These solutions have been applied in areas such as healthcare, utilities, and property management.

51. (General-8)

Provide all certifications you possess related to FileNet integration projects.

IMC has certified Engineers for the following FileNetmP8 products:

- Developer:
 - Business Process Manager
 - Content Manager
 - Email Manager
 - Forms Manager

- Records Manager
- Administrator:
 - Business Process Manager
 - Content Manager
 - Email Manager
 - Forms Manager
 - Image Manager
 - Records Manager
- Technical Support:
 - Business Process Manager
 - Content Manager
 - Email Manager
 - Forms Manager
 - Image Manager
 - Records Manager

52. (General-9)

Describe your experience and methodology for performing Business Process Analysis.

Introduction

The “business” of content management is about several components. To develop a strategy for content management, an organization must determine what content will be made available, how that content is developed, approved, and published, and how content is managed as archival information.

Because of the complexity of developing an integrated understanding of these various processes and components, IMC has developed a methodology to facilitate the gathering and understanding of these integrated component parts. It involves the use of the techniques of structured analysis to ensure completeness and correctness. There are a number of tools in the marketplace that attempt to address the issues that arise during an exercise of this type. These products have typically focused on delivering three capabilities:

- Recording the information gathered during the exercise
- Allowing simulation and modeling of the current and proposed environment
- Supporting future analysis via a ‘bridge’ to Computer-aided systems engineering (CASE) or other analysis tools

What these tools tend to ignore is how the information to be recorded is extracted: what questions should the analyst ask, when should they be asked, and what issues require special care or handling are all crucial to the success of the effort, but largely ignored by the available tools.

ContentMethod™

IMC’s ContentMethod™ represents a complete methodology for performing an analysis. It represents a ‘road map’ of the analysis, including guidelines regarding each stage, and proposed milestones. ContentMethod addresses three fundamental management issues: managing the analyst, managing the engagement, and managing expectations. These objectives are accomplished by:

- Providing the analyst with a proposed work plan, including guidance on issues of special interest, and hints regarding the implications of information gleaned during the process.
- Describing the level of client effort required to produce high-quality results. This type of analysis requires substantial commitment on the part of the line-of-business department or workgroup to provide complete and specific information on the current operation, and critical review of proposals for alternate procedures.
- Specifying the content of the deliverables and appropriate interim milestones. This helps ensure the analysis is 'on the right track' throughout the engagement, and not just at the end. Corrections, if necessary, can be applied early to minimize the amount of discarded or incorrect effort. Detailing the content of the deliverables also establishes client expectation regarding the results of the analysis.

We introduced ContentMethod to document and redesign the way people and organizations manage content. This methodology has evolved over the years as IMC has gained experience in the delivery of its analysis services.

ContentMethod starts with organizational objectives. Focusing on people and their skills, it helps to chart current work processes from the perspective of the content that either triggers the business process or is the result of the process. It then allows the organization and users to examine alternative ways of accomplishing their business objectives by optimizing business processes and identifying the cost effective utilization of existing technologies, while at the same time recommending implementation of newer systems.

53. (General-10)

Describe your experience and methodology for performing business process re-engineering.

ContentMethod analysis can be used as the starting point for a number of activities:

- Workflow system design
- Process reengineering
- Future content management strategies
- Requirements definition for specialized support tools
- Basis for the Functional and General Designs

A content management strategy involves the activity of analyzing business requirements and processes to improve throughput and find productivity gains. Both require a detailed knowledge of the business environment, including goals, objectives and environmental characteristics.

Using ContentMethod by itself will not result in a content management strategy. Its basic intent is to provide an organized, consistent means of collecting information about the current environment and analyzing that information to layout the foundation for what will become the Content Management System.

54. (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.

Dual Shore Services - IMC Global Services bases its operations in India, specializing in technology related support services, web development, and designing successful custom

applications for some of the largest companies in the U.S. and Europe. Working collaboratively with North American based parent company IMC, Inc., organizations benefit from a powerful combination of onshore and offshore development and support designed to meet their targeted objectives and precise organizational needs and targeted objectives. The combination of leading technology expertise, high quality services, and custom solution development – all at more competitive rates – is a value proposition many companies find difficult to resist.

Records Management - As DEQ updates existing policies and procedures, IMC has a develop a Records Management reporting portal that allows multiple locations to provide RM inventory and infrastructure information to IMC analysts, while saving the time required to visit each location. The system can then be used on a regular basis to validate compliance.

As part of the file series inventory, IMC will collect and analyze information to help establish business requirements for the retention of records

Because of our experience in dealing with large federal agencies, health and life sciences and commercial clients, IMC has developed a unique approach which allows us to effectively manage the scope of what is, traditionally, a large undertaking.

We are leveraging our ContentMethod consulting methodology and taking known technologies and capabilities, and applying them in an effective way to reduce the effort needed to conduct the required extensive survey work required for this project. We are integrating well established eForms technologies and processes and applying expertise already present in IMC in an efficient and cohesive manner that allows us to conduct and manage a records retention development project like no other company. It is this marriage of our existing consulting methodology, eForm technologies and capabilities that denotes the elegance of our approach.

What most distinguishes our approach to this portion of your ECM and Records Management initiative is the ease of use of our ContentMethod RM Information Collection Tool. This reduces the need for expensive RM consultants to accomplish much of the required survey work that is customary when updating the records classification matrix and retention schedule.

The information collection, analysis, and RM consulting approach being proposed by IMC are graphically represented on the following page. This summarizes the process flow involved in collecting the current RM classification practices and producing the retention schedule.

Step 1

To complete the project in a timely manner, Records Coordinators in each of the business units will complete an on-line survey form for each file series in use in their business unit. IMC will create a short web-based training program to provide users with information about how to identify a “file series” and what information will be required to complete the inventory.

IMC will customize a web-based solution providing forms and “help” information for the business units to conduct their records inventory. The system will be hosted by IMC, and each records coordinator will be provided log in credentials. IMC will create “wizards” and/or conditional forms to assist the records coordinators in completing the records survey process.

IMC will provide a technical support and application support problem resolution mechanism. Technical support will be available 24 hours a day each business day. Users will have access to IMC’s “Trouble Ticket” system to submit issues for resolution.

In addition, we will include a frequently asked questions (FAQ) section as part of web interface, allowing users to check for answers previously provided.

Step 2

The next step is to compile the information, find like file series, and establish a retention schedule. One of the main challenges in this part of the process is the various terms used to describe the same file types. As an example, the files associated with Accounts Payable at each of the various divisions might be called: A/P files, Payables, Invoices, Accounting, etc.

IMC will address this issue by developing a three-level records classification schema (considered normal in the industry), and provide a selection/classification mechanism as part of the records inventory. These will be “previously defined” categories the users will select from “drop-down” lists.

To assist in enforcing a standard naming convention, respondents will be asked to include the common name used by the department for the file series. In this way, we can provide each business with a naming schema that will allow them to map their current file names to the corporate standard names. This mechanism will make the process as simple as possible, thus improving compliance.

Records Inventory And Policy Development Process

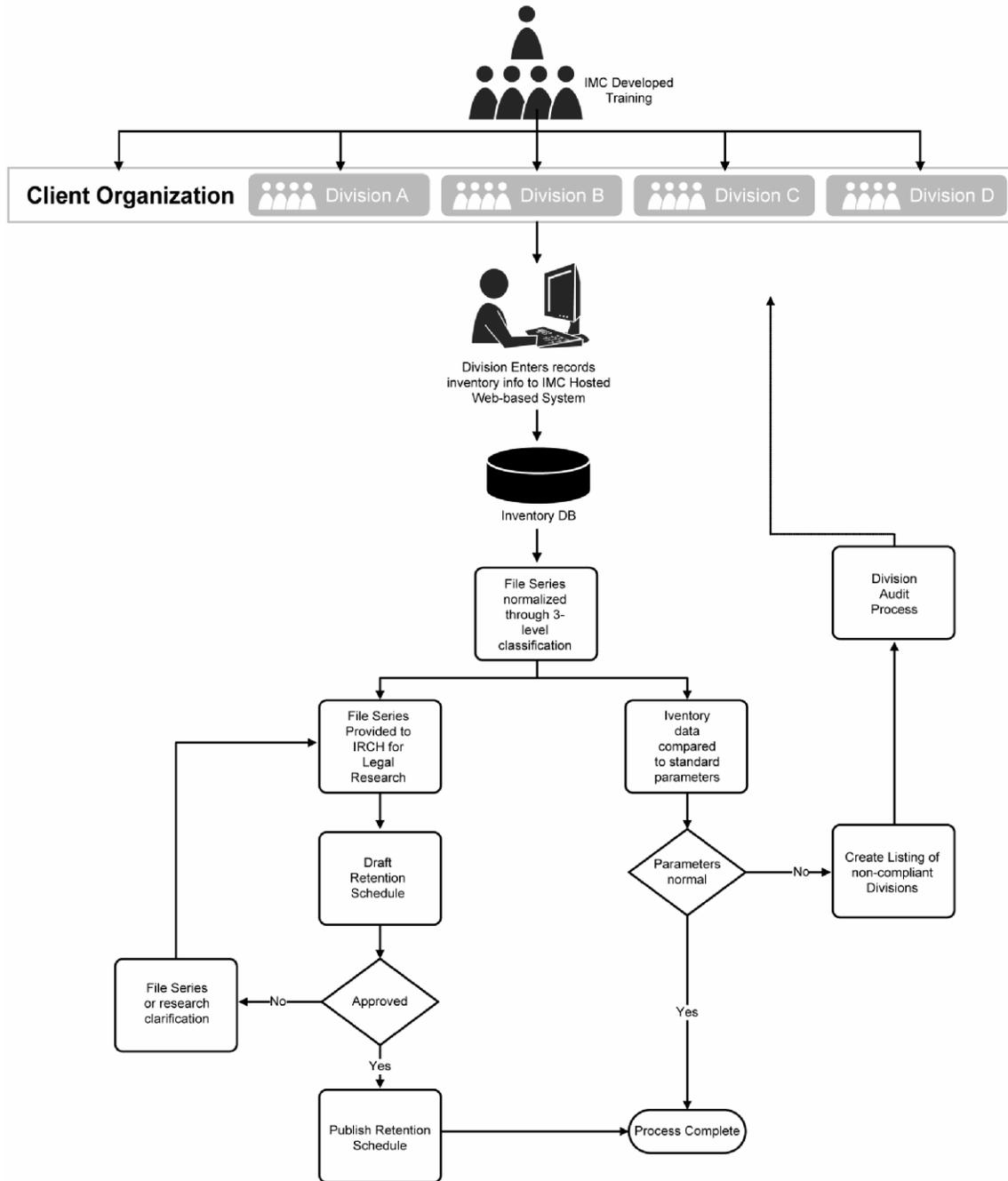


Figure 1 – Records Inventory and Policy Development Process

Step 3

IMC will provide an on-line review and approval mechanism. This will allow the State-designated reviewers the opportunity to log in and review the schedule items and accept, reject or modify the recommended retention.

As part of any RM survey, additional information is captured about the approximate volume of records maintained, and the format and media used to store them. While the retention schedule itself will be "media-neutral," it is necessary to understand the various storage media and processes in use throughout the organization for planning purposes and for information protections. Throughout the process, IMC will provide the State with reports on the status of each business unit, and indicate any areas that may require attention by the corporate records management organization. As part of the final deliverable, IMC will provide the State with a report of findings to include identification of business risks and recommendations for business risk mitigation.

ASSUMPTIONS

B. Project Assumptions

Large projects of the nature described in the VITA DEQ request for proposal are often complex. While IMC is providing a firm fixed price quote as requested, that pricing is dependant on the following assumptions. IMC understands VITA's desire to have no changes in the scope of the project once initiated. We note the level of effort put forth by VITA to fully define the requirements. However, IMC's experience is that projects with the complexity of this project, especially considering the number if integration points with third party systems and the implementation of workflow, tend to be iterative in their development. This most often leads to an even better solution than the originally proposed design.

Therefore, deviation from the project scope as defined in the RFP document will result in change orders as appropriate. This process is defined elsewhere, and is designed to keep all parties informed on the status, impact and cost of any changes.

C. General Assumptions

- IMC will begin work upon receipt of DEQ's written acceptance of this proposal.
- Deviations from the timetable and functionality proposed may result in the creation of a Change order. The Change order will be provided to the designated DEQ Project Manager for action.
- Participation by DEQ technical and functional experts and users are required to ensure that proposed solutions meet the needs of DEQ. The participants should represent DEQ process experts that are able to contribute to the refinement of the solution design and configuration.
- DEQ will provide full disclosure of requested information necessary to IMC for successful completion of tasks and evaluations.
- DEQ will provide IMC with written deliverable approval, or acceptance variances, within the timeframes outlined in each task.
- DEQ personnel will be available for all reviews and approvals as required for completion of this project on negotiated review dates.

D. Work Site Assumptions

- DEQ will make available office or work space facilities during any on-site activities.
- In order to be the least intrusive, work will be accomplished at IMC's offices and DEQ facilities, as appropriate. The IMC team will accomplish their assigned tasks and activities at IMC offices to the extent feasible, and as mutually agreed to between DEQ and IMC team.
- When at the worksite for installation and configuration, IMC staff will be provided with at least two administrative user IDs and passwords, or alternatively, an IT resource with such login rights will be provided for the duration of the work on-site.
- While at the worksite, DEQ will designate a primary business process contact. Communications between IMC and DEQ will be coordinated through the DEQ designee and IMC's current onsite Technical Manager.
- DEQ has user workstations for system users that meet FileNet and / or Kofax minimum system requirements.

- All hardware and software will be provided by VITA, and will be made available to IMC not later than any mutually agreeable deadlines based on the final project plan.
- DEQ will provide all necessary and appropriate space and racks for servers, and will provide required electrical power and network connectivity.

E. Work Content Assumptions

- The IMC team has allocated time to create both the FileNet and Kofax document classes specified in the requirements. Additional document classes, as mutually determined will result in a change order.
- IMC will plan for the implementation of five workflows.
- There will be two eForms configured. One for electronic signature, and one that does not require an electronic signature.
- IMC will provide all FileNet and Kofax components specified in the final RFP document.
- IMC's responsibilities on the project will end with going live on the new system (DEQ may use IMC resources on a per-call basis for follow-on support activities).
- All DEQ systems, such as CEDS, are assumed to have an open and available application programming interface (API) and use an Open Database Connectivity (ODBC) database, and the database schema must be available to IMC.

EXHIBIT B-X
CONTRACT NUMBER VA-071114-IMC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
INFORMATION MANAGEMENT CONSULTANTS

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

In the event of any discrepancy between this Exhibit B-X and Contract No. VA-071114-IMC, the provisions of Contract No. VA-071114-IMC 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 [redacted], 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

VITA

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D
CONTRACT NUMBER VA-071114-IMC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
INFORMATION MANAGEMENT CONSULTANTS

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

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

Category	Hourly Rate	Discount Criteria	Detailed Description of Skills, Knowledge and Abilities
Business Analyst	\$148.75	15% off IMC Commercial Rates	Leads the analysis of business systems and processes. Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements. Recommends procedures, policies, technologies, software products, and custom systems that will help the organization achieve its goals. Acts as team leader on projects of small to intermediate size.
Delivery Manager	\$191.25	"	Independently performs, or leads one or more project teams in performing, data processing or data communications project tasks. Manages tasks within a work breakdown structure (WBS). Organizes and coordinates planning and production of support activities. Meets with customer’s management personnel and IMC’s Delivery Executive to report progress, problems, and problem resolution. Formulates and reviews project plans and deliverable items and ensures conformance with standards. Assigns, schedules, and reviews work of subordinates. Explains policies, purposes, and project goals to subordinates.
Documentation Specialist	\$106.25	"	Assists project teams in collecting and organizing information required for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, and other deliverables and documents. Ensure that all documentation is in compliance with customer documentation requirements.
ECM Architect	\$191.25	"	Plans and evaluates complex ECM systems and makes recommendations for resources required to maintain and/or expand service levels. Provides highly skilled technical assistance in ECM planning, engineering, and architecture. Identifies and evaluates new products. Provides recommendations for resolving ECM problems.
Network Engineer	\$106.25	"	Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cut-overs of network components and capabilities.
Program Manager	\$212.50	"	Manages multiple projects; organizes, directs, and coordinates planning and execution of customer’s contract activities. Meets customer’s management personnel and IMC managers to conduct top-level coordination, project oversight, progress reporting, and problem resolution. Formulates and reviews project plans and deliverable items, determines contract costs, and ensures conformance with standards. Assigns, schedules, and reviews work of subordinates. Explains customer’s policies, purposes, and goals to subordinates.

Software Engineer	\$127.50	"	Assists the project team in performing requirements analysis, software design, development, installation, testing, and maintenance for application system components for software systems.
Sr Business Analyst	\$170.00	"	Leads the analysis of business systems and processes. Formulates and defines systems scope and objectives based on both user needs and a thorough understanding of business systems and industry requirements. Recommends procedures, policies, technologies, software products, and custom systems that will help the organization achieve its goals. Acts as team leader on projects intermediate to large size.
Sr Network Engineer	\$127.50	"	Designs computer LANs and networks. Installs, tests, and monitors the operations of computer communications and hardware to include: cabling, fiber, hubs, routers, switches, modems, controllers, servers, multi-plexers, and testing/monitoring equipment. Schedules conversions and cut-overs to new telecommunication hardware and software. Supervises telecommunication support staff.
Sr Software Engineer	\$148.75	"	Performs requirements analysis, software design, development, installation, testing, and maintenance for application system components for large-scale and distributed systems. Performs operating system and/or product evaluation, integration, testing, and problem diagnosis/resolution. Provides technical leadership, reviews work products, and makes technical recommendations, as needed, for changes in the supported technical architecture.
Sr Test Engineer	\$127.50	"	Establishes test standards and methods. Leads development of test strategies. Develops business scenarios. Leads development of test plans to guide the full test cycle. Uses automated testing tools to develop, debug, and execute test scripts for business scenarios. Troubleshoots results of tests. Prepares test results for system evaluation. Works with client and/or software product vendor to improve system performance. Performs regression testing as necessary. Provides guidance to testing team as necessary.
System Integrator	\$127.50	"	Provides technical ECM expertise to project teams in one or more of the following areas: a) Develops requirements analysis, alternatives analysis, and design; develops and installs content management systems. b) Uses development tools for content management development. c) Performs application development and programming for workflow management-based document management systems, including conversion of document file formats, migration of documents, migration of index information, and conversion of application data.
Test Engineer	\$106.25	"	Follows established test standards and methods. Develops business scenarios. Follows test plans to execute the full test cycle. Uses automated testing tools to develop, debug, and execute test scripts for business scenarios. Troubleshoots results of tests. Prepares test results for system evaluation. Performs regression testing as necessary.
Training Specialist	\$106.25	"	Conducts training for information technology professionals and end-users. Designs and prepares new courses and seminars. Creates and updates handouts, course descriptions, visuals, and real-time demonstrations as required. Conducts hands-on, lab, and lecture training sessions. Prepares documentation such as attendance lists and course evaluations.

Subcontracted labor

IMC Global Service (Pune)	\$43.00
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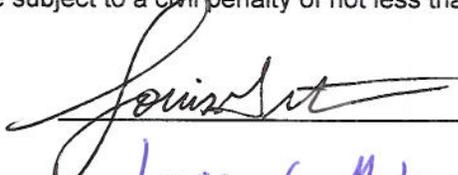
EXHIBIT E: CERTIFICATION REGARDING LOBBYING

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.

9R
Signature:



Printed Name:

Louis G. Matron

Organization:

IMC Inc

Date:

11/15/07