



Commonwealth of Virginia
Virginia Information Technologies Agency

SECTION 508 APPLICATION SERVICE PROVIDER SOLUTION

Date: July 22, 2008

Contract #: VA-080612-ASTI

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

Contractor: ATS Corporation
7915 Jones Branch Drive
McLean, VA 22102

FIN: 62-1038519

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Term: July 3, 2008 – July 2, 2011

Payment: Net 30 days

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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.

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Section 508 Application Service Provider Solution Contract

Between

The Virginia Information Technologies Agency

On behalf of

The Commonwealth of Virginia

And

ATS CORPORATION

**SECTION 508 APPLICATION SERVICE PROVIDER CONTRACT
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SECTION 508 APPLICATION SERVICE PROVIDER CONTRACT

THIS Section 508 APPLICATION SERVICE PROVIDER 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 ATS Corporation (Supplier), a corporation headquartered at 7915 Jones Branch Drive, McLean, Virginia 22102, to be effective as of the date on which all Parties have executed the Contract ("Effective Date").

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide the Services, including access to the Application(s), and any related services to the Authorized Users and to any Application Users as required by such Authorized Users.

2. DEFINITIONS

A. Acceptance

Successful performance of the Services at the location designated in the applicable Statement of Work, or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work in applicable order if Requirements may vary by order..

B. Agent

Any third party independent agent of any Authorized User.

C. Application

The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to the Services hosted and supported by Supplier under this Contract, as described in Exhibit A, including any Updates, enhancements, and replacements to the Application.

D. Authorized Users

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

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. 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 or SOW issued hereunder. Any information provided by an Application User which type of information is designated by the Authorized User as "Confidential" or "Proprietary" or which information is otherwise reasonably identifiable as the confidential or proprietary information of the Application User providing such information.

G. Content

Any data, including the selection, arrangement and organization of such data provided to Supplier by Authorized User and any software and related documentation, from whatever source, provided by Authorized User to Supplier in connection with this Contract.

H. Documentation

The Supplier's user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates describing the Application, Services and Supplier Product provided to Authorized User, in printed and/or electronic form.

I. Electronic Self-Help

Any use of electronic means to exercise Supplier's license or service termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any Statement of Work placed hereunder.

J. Party

Supplier, VITA, or any Authorized User.

K. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Services and Application as set forth in the applicable Statement of Work, Exhibit A and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order or Statement of Work issued hereunder

L. Services

The provision of services and the provision of deliverables as specified in a Statement of Work from an Authorized User.

M. Statement of Work (SoW)

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing the Services, including access to the Application(s), to an Authorized User which, upon signing by both Parties, shall be deemed a part of this Contract.

N. Supplier

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

O. Supplier Product

Supplier's proprietary reports, information and data made available to Authorized User and its Application Users as part of the Services.

P. Update

As applicable, any update, modification or new release of the Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost.

Q. VITA

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

R. Web Site

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the applicable SOW (or any successor URL(s)).

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three(3) years. VITA may, in its sole discretion, extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period not less than thirty (30) days prior to the expiration of any current term. Performance of an order or SOW may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Supplier has completely rendered the Services pursuant to such order or SOW.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon

not less than thirty (30) days prior written notice at any time for any reason. In the event of such termination, Supplier will be paid for all services rendered or deliverables accepted up to the date of termination. In addition, VITA may immediately terminate this Contract, in whole or in part, or any order or SOW issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Non-procurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit for resolution any contractual dispute or order or SoW dispute to VITA, or any dispute regarding an order or SoW terminated by an Authorized User to such Authorized User, according to the terms of the Dispute Resolution Section of 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 or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. 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 or SOW issued hereunder..

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or 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, or if Supplier becomes a party excluded from Federal Procurement and Non-procurement Programs, 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 prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

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 any order or SOW, in whole or in part, or an Authorized User may terminate its order or SOW, 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. In the event of such termination for non-appropriation of funds, Supplier will be paid for all services rendered up to the date of termination.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services rendered by Supplier or deliverables accepted by Authorized Users prior to the termination date.

In the event of a Termination for Breach or Termination for Default, the affected Authorized User(s) shall not be liable for any cost related to the terminated Contract, order, SOW, or portion thereof incurred after the date of termination. Supplier shall refund any monies paid by any affected Authorized User for Services or deliverables not accepted by such Authorized User pursuant to the Contract, order, SOW, or portion thereof terminated for breach and/or default.

F. Description of Services

During the term of any order issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order by the ordering Authorized

User on servers owned, operated, housed, and maintained by Supplier and shall make such Application(s) available to Authorized User's designated Application Users through the Internet.

Supplier will acquire any and all license rights in the deliverables or other intellectual property necessary and appropriate for Supplier to provide the Services as listed and described in Exhibit A for all Authorized Users. Supplier hereby grants each ordering Authorized User a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the applicable order or SOW issued pursuant to this Contract. The license fee for the rights shall be as set forth in Exhibit B, and shall apply regardless of access mode.

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.

4. SUPPLIER RESPONSIBILITIES

A. Ancillary Responsibilities

Supplier shall, throughout the term of this Contract, make available such resources, including Supplier personnel, as are reasonably required to: (i) train designated Authorized User personnel in the use of the Application; (ii) develop modifications to the Application as agreed by VITA and Supplier in any exhibit hereto or as agreed in any order issued hereunder; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed in any order issued hereunder.

B. Import/Export

In addition to compliance by Supplier with all export laws and regulations, 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.

5. AUTHORIZED USER RESPONSIBILITIES

Unless otherwise agreed and as applicable, Authorized User or its Agent, or an Application User, will be responsible for input of Content into Supplier's Application and Authorized User or its Agent will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting Authorized User in creating, modifying or inputting the Content, unless specified in Exhibit A.

Authorized User will acquire any and all license rights in the deliverables or other intellectual property necessary and appropriate for Supplier to provide the Services as listed and described in as specified in the applicable Statement of Work.

6. CONTENT SECURITY

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components, to be provided by Supplier as part of its performance under this Contract in accordance with normal and customary industry practices in order to prevent unauthorized access to and use or modification of, and to otherwise protect, the Application and Content, to the extent such protection is within Supplier's reasonable control.. Such practices shall provide a level of protection equivalent to or greater than that which Supplier provides to its own confidential or sensitive information. Supplier shall, at a minimum, implement the following procedures designed to protect the security of Content:

- i). User identification and access controls designed to limit access to Content;

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- ii). External connections to the World Wide Web which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier;
 - iii). Industry standard firewalls regulating all data entering Supplier's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;
 - iv). Industry standard encryption techniques which will be used when Content is transmitted by Supplier on behalf of Authorized User;
 - v). Physical security measures, which may include securing all Content on a secure server, in locked data cabinets within a secure facility. Access to facilities housing the Application and Content restricted to only allow access to personnel and agents of Supplier who have a need to know in connection with operation and support of the Application;
 - vi). Regular testing of the systems and procedures outlined in this Section; and

7. PROPRIETARY RIGHTS

A. Supplier's Proprietary Rights

Except as otherwise stated herein, as between VITA and Supplier, the Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are and shall remain the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Services shall be deemed a part thereof.

B. Authorized User Requirements and License Restrictions

Except as otherwise provided in this Contract or as provided by law:

- i). Authorized User will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof.
- ii). Authorized User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application.
- iii). Authorized User shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, an Authorized User may reproduce and distribute any Application output generated from the relevant Authorized User Content, and an Application User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the applicable Authorized User's order or SOW.
- iv). Authorized User shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application or Supplier Product or any component thereof, provided as part of the Services, except as otherwise authorized by Supplier; however, an Authorized User may reproduce and distribute any Application output (e.g., reports) generated by Authorized User using the Application, and an Application User may reproduce and distribute any Application output generated by the Application User using the Application and pursuant to the permissions set forth in the applicable Authorized User's order or SOW.
- v). Authorized User shall only use the Application and Supplier Product in the normal course of business under the terms of this Agreement, in connection with, and as part of, the Services.
- vi). Authorized User shall not attempt to gain unauthorized access to the Application or Services, other user accounts, computer systems or networks connected to the Services;
- vii). Authorized User shall not remove, obscure or alter Supplier's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained

in the Application or Services or any written or electronic report, output or result generated in connection with the Services;

- viii). Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses.
- ix). Authorized User shall not use the Application or Services for any illegal, obscene, offensive or immoral purpose.

C. Authorized User Proprietary Rights

Except as otherwise stated herein and with the exception of any applicable third-party rights, Content is and shall remain the sole and exclusive property of Authorized User, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any Content relating to Authorized User's business shall remain the property of Authorized User, whether or not supplied to Supplier or uploaded into the Application. Nothing in this Contract shall be construed as conveying any rights or interest in Content to Supplier. Upon termination of an order or SOW issued hereunder, Supplier agrees to either provide the Content to the applicable Authorized User, or, at such Authorized User's request, certify in writing that said Content in all formats, have been destroyed.

8. TRANSITION ASSISTANCE

Upon execution of an order or SOW 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 (i) all Content stored by Supplier pursuant to such order or SOW to Authorized User's archive and/or to a system or application maintained by Authorized User or a third party application service provider and, if applicable and agreed in writing by Authorized User and Supplier, (ii) the Application and 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 or SOW.

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order or SOW for any reason, Supplier will return all Content in its possession to the Authorized User in a format in which the content was received by Supplier and, at Authorized User's option, continue to provide Services for up to six (6) months after the date of expiration or termination in order or SOW to facilitate Authorized User's transition to a new service provider and Supplier shall provide such reasonable assistance as may be requested by Authorized User to effectuate such transition.

In any event, regardless of whether a Transition Plan has been developed or implemented, upon request, Supplier shall, within thirty (30) days of expiration, completion, or termination of this Contract or any order or SOW issued hereunder, return to all affected Authorized Users requesting such return, a complete set of all Content in the format provided to Supplier by the relevant Authorized User and/or its Application Users and stored by the Application on behalf of such Authorized User. Supplier's failure to return requested content at all may be considered a material breach of this Contract and, in addition to the remedies set forth in this Contract, VITA or the affected Authorized User may exercise all available rights and remedies under law and equity. Provided the Supplier returns the content, failure to return within the timeframes agreed to may be considered an excusable delay and not a material breach.

The obligations set forth in this section and in any Transition Plan developed pursuant to an order or SOW issued pursuant to this Contract may extend beyond expiration or termination of the Contract for a period not to exceed two (2) months.

9. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Services, including the rights of the Authorized User and its Application Users to access and use the Application(s) and any additional products and services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three and one half percent (3.5%) 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 effective on the next order issued after the date of the change

B. Statement of Work (SOW)

An SOW shall be required for any Services or deliverables ordered by an Authorized User pursuant to this Contract. All Services shall be provided in accordance with the Requirements and service levels set forth herein or in the applicable SOW and at the rates set forth in Exhibit B herein. An SOW shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses which shall be reimbursable by the Authorized User in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_10200_7.pdf or a successor URL(s). In the event of a conflict between the terms of an SOW and other ordering document, the SOW shall govern. Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party, in the form of a modification to the SOW, before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

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 such SOW.

C. Ordering

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.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal ([eVA Home Page](#)). 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 and products or services related thereto and 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 Non-procurement 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.

D. Invoice Procedures

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

- i). Dates during which Supplier provided the Services to the Authorized User
- ii). Quantity, charge and extended pricing for each Licensed Service
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

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

E. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items 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.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. . All payment terms are net thirty (30) days after Acceptance.

F. 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/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls> 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/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls> under "Supplier Reporting".

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

G. Small Business 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 Businesses as subcontractors and second-tier suppliers under this Contract.

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

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). 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 small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

10. TRAINING AND DOCUMENTATION

The Licensed Service fee, including the costs for the training shall be agreed to in each SOW.. Pursuant to a mutually agreed upon schedule and reimbursement to Supplier,, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User Documentation, as set forth and agreed to in an order. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by Supplier to the Application. Any 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, and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

11. COMMENCEMENT AND ACCEPTANCE OF SERVICES

A. Services Commencement Date

The Supplier shall begin delivery of Services on the date requested by the Authorized User and agreed to by the Supplier in an order or Statement of Work. An Authorized User may delay the Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Services commencement date

B. Acceptance

A deliverable shall be deemed accepted when the Authorized User reasonably determines that such deliverable performs in accordance with the acceptance criteria set forth in an order.. Such Authorized User agrees to complete Acceptance testing within ten (10) days after receiving the deliverable from Supplier, or within such other period as set forth in the applicable order. After such period, unless Authorized User notifies Supplier to the contrary, the Application shall be deemed accepted. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, and unless otherwise agreed to in an order, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per

diem amounts set forth by the Virginia Department of Accounts and published at: http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102007.pdf or a successor URL(s). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

C. Cure Period

If a deliverable fails Acceptance testing as specified in the order acceptance criteria, , such Authorized User may, in its sole and reasonable discretion: (i) reject the deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a “partial Acceptance” of the deliverable subject to negotiation of an equitable adjustment in the price to account for such deficiency.

If, due solely to the fault or negligence of Supplier, the deliverable again fails a second set of acceptance tests, Supplier may be deemed in default of the order. 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 and resulting deliverables that failed to meet the acceptance tests. Supplier shall accept return of any deliverables, if appropriate, and Supplier shall refund any monies paid by such Authorized User pursuant to the portion of the order that failed to meet the acceptance criteria, or portion thereof terminated.. This remedy is in addition to and not in lieu of any other remedies of the Authorized User set forth herein or available at law or in equity.

12. GENERAL WARRANTY

Supplier warrants and represents to VITA the Services described in an order or SOW as follows:

A. Ownership

Supplier has the right to provide the Services, including access by any Authorized User and its Application Users, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Services

Supplier warrants the following with respect to the Services:

- i). The Services are proposed pursuant to a particular Request for Proposal (“RFP”), and therefore such Services and resulting deliverables shall be fit for the particular purposes specified by VITA in an SOW issued under this Contract, and Supplier is possessed of comparable industry knowledge with respect to the Services and is aware that all Authorized Users are, in part relying on Supplier's skill and judgment in providing the Services and Supplier is possessed of comparable industry knowledge with respect to the Services and is aware that all Authorized Users are relying, in part, on Supplier's skill and judgment in providing the Services,;
- ii). Supplier represents and warrants (i) that it shall perform the Services in conformity to the specifications set forth in an order or SOW in a professional and workmanlike manner and (ii) that the Services shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.
- iii). Supplier warrants that the Services will conform in all material respects to the Requirements set forth in any order or SOW accepted by Supplier hereunder

C. Supplier's Viability

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

D. Supplier's Past Experience

Supplier warrants that Supplier has provided the Services to a non-related third party customer of Supplier 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.

13. RECORDS AND AUDIT

Supplier shall maintain accurate records and other evidence pertaining to the costs and expenses for all Services performed/delivered under any order or SOW issued pursuant to this Contract in support of its charges invoiced to Authorized User. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with such order or SOW. In addition, Supplier shall maintain accurate records of the Services,. Authorized User shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order or SOW(s). Supplier shall preserve such records for five (5) years after termination/completion of the Services agreed to under this Contract or any order or SOW issued hereunder.

14. COMPETITIVE PRICING

Supplier represents that the prices proposed in this Contract are comparable to equivalent prices , offered to customers of Supplier under similar circumstances.

15. 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, subject to Supplier approval. 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.

16. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, 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, (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Services, or (vi) loss of Content provided to Supplier due to Supplier's failure to back up Content in accordance with the Contract. 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 the provision of Services or deliverables 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, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users and their Application Users the right to continue use of such infringing Services, or any component thereof; or (b) replace or modify such infringing Services, or any component thereof, with non-infringing products or services satisfactory to VITA.

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.

17. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

18. 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/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's performance under applicable order or SOWs. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to order or SOWs 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. As may be applicable in an order or SOW, 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 to this Section.

19. 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, and 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 or SOW. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

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 then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

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

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, changes 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's signed certification of compliance with 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") is incorporated as Exhibit F hereto.

D. Governing Law

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

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

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

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

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

F. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or 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 U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

H. No Waiver

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

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. 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 Confidentiality 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 further liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay. Supplier will be compensated for Services rendered up to the date of termination.

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

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

P. Entire Contract

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

- i). Exhibit A Description of Services
- ii). Exhibit B Service Charges, and Payment Schedule
- iii). Exhibit C-1 Not Applicable.
- iv). Exhibit C-2 Not Applicable.
- v). Exhibit D Statement of Work (SOW) Template
- vi). Exhibit E Not Applicable.
- vii). Exhibit F Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order or SOW 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, any individual SOW, Exhibit D.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that the terms and conditions of such ordering agreement, or any order or SOW issued hereunder, are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

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: M. A. Mayhew
(Signature)

Name: Mary Ann Mayhew
(Print)

Title: Vice President, Contracts

Date: June 17, 2008

VITA

By: Philip L. Pippert
(Signature)

Name: Philip L. Pippert
(Print)

Title: ASSOC. DIRECTOR, SEM

Date: 7/3/08

Address for Notice:

Advanced Technology Systems Corporation

7925 Jones Branch Drive

McLean, VA 22102

Attention: Mary Ann Mayhew

Address for Notice:

(VITA)
Virginia Information Technologies Agency
1171 Meadowville Lane
Chester VA 23836

Attention: Contract Administrator

ATS is a strong proponent of IT accessibility. In addition to serving the visually, hearing and mobility impaired, we find that Section 508 compliance improves usability for all. We have analyzed and remediated 300+ applications and websites. We provide training on remediation and developing accessible IT assets with minimal cost and effort. ATS developers and testers are trained in the use of automated Evaluation Repair and Transformation (ERT) tools, assistive technologies and manual testing, which is useful and expedient for some accessibility standards.

ATSC supports the full range of technology accessibility services – analysis, technology evaluation, remediation, development, documentation, testing, training and maintenance. We provide remediation services utilizing a standard Roadmap, described in the table below. We tailor the roadmap to fit the size and scope of the project – from small analysis projects to full life-cycle website and application development/remediation.

Phase	Service
Inspire	<ul style="list-style-type: none"> ▪ Engage support teams in becoming accessibility advocates.
Analyze	<ul style="list-style-type: none"> • Determine potential impacts on: <ul style="list-style-type: none"> – Mobility impaired – Hearing impaired – Sight impaired • Identify potential remedies • Determine if there is an undue burden • Prepare and deliver analysis reports
Plan	<ul style="list-style-type: none"> • Establish remediation criteria • Select remedy method(s): <ul style="list-style-type: none"> – Full remediation – Partial remediation – Waiver • Identify resources required • Develop implementation schedule • Determine costs • Deliver project plan
Prototype	<ul style="list-style-type: none"> • Develop prototype: <ul style="list-style-type: none"> – Application screens – Web pages – Document pages • Verify that prototype is accessible • Document lessons learned in preparation for full remediation • Deliver prototype and remediation standards
Implement	<ul style="list-style-type: none"> • Incorporate prototype feedback • Complete development • Unit test
Verify	<ul style="list-style-type: none"> • Independently validate accuracy and completeness • Use automated tools: <ul style="list-style-type: none"> – Compliance checkers – Assistive technologies • Manually test <ul style="list-style-type: none"> – Use product/website/application – Inspect code

	<ul style="list-style-type: none"> • Deliver test results and completed deliverables
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ATSC provides the following categories of remediation services.

- 1. Services which Aid in Making Users' Access to Software Applications and Operating Systems Compliant**
- 2. Services which Aid in Making Users' Access to Web Sites and Web Applications Compliant**
- 3. Services which Aid in Making Users' Access to Electronic Documents Compliant**

The following is a brief description of our services that support all three service categories

Generate and evaluate Accessibility Checklists that identify the test methods and criteria for passing and failing that are consistent with Section 3.2.1, 3.2.2 and 3.2.8 of the <i>Virginia Information Technology Accessibility Standard</i>
Develop accessibility reports using a combination of ERT tools, assistive technologies and inspection, depending on application type and functional features.
Perform remediation to implement all of the standards described in the <i>Virginia IT Accessibility Standard</i> in existing software applications.
Provide a full line of remediation services that are platform independent and can be applied to virtually any application languages and operating systems.
Compile/develop training materials and deliver training targeted to meet specific customer needs. The training focuses on the importance of accessibility, the law, remediation, building accessibility in from the start, ERT tools, assistive technologies, coding examples and exercises, common pitfalls and productivity tips.
Evaluate software features and provide a documented reference on maintaining compliance post-remediation. Deliverables include recommended tools, step by step procedures and references to more information.
Provide remediation services for the following document types: <ol style="list-style-type: none"> 1. Portable Document Format (PDF) 2. Word documents 3. PowerPoint presentations 4. Excel spreadsheets 5. RTF, TXT, WordPerfect Office, MS Publisher and other formats as required to support each customer

We maintain currency with the accessibility field through participating in the Web Accessibility Initiative, attending Access Board events, commenting on the draft Web Content Accessibility Guidelines 2.0 and attending technology vendor accessibility training events.

Consistent with the requirements of the solicitation, our responses to the items set forth in Section 5 of the RFP are provided below.

Category 4: Services which Aid in Making Users' Access to Software Applications and Operating Systems Compliant

#	Requirement	A (Y/F/N)	B (comments)
1.	Do you provide IT accessibility reports?	Y	ATS uses a combination of ERT tools, assistive technologies and inspection to develop accessibility reports, depending on application type and functional features. The reports are categorized by accessibility type: Non-mouse access, timed responses, screen controls, icons and audio.
2a.	Can you identify non compliance in software applications and operating systems?	Y	ATS identifies Section 508 non compliance in both commercially available and custom developed software applications and operating systems.
2b.	Do you perform remediation, to implement the requirements in the Virginia IT Accessibility Standard? Identify the application languages and operating systems you can identify for remediation, remediate, or both.	Y	<p>We are experienced with all of the standards described in the <i>Virginia IT Accessibility Standard</i> and perform remediation to implement these standards in existing software applications.</p> <p>Our services are platform independent and can be applied to virtually any application languages and operating systems including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Operating Systems from Microsoft, Apple, Unix, Linux, IBM and Unisys (mainframe and mid-range) ▪ Applications developed using Java; Microsoft .NET, Visual Basic, C++, C#, Access, etc.; Oracle; COBOL and many more <p>We are experienced in the use of automated tools to speed many compliance checks and repairs. The source code must be available in order to use these tools on software applications.</p>
3.	What items are included in a report regarding accessibility issues with an application or operating system?	Y	<p>Consistent with Section 3.2.1 of the <i>Virginia Information Technology Accessibility Standard</i>, non compliances with items (a) – (l) identified in §1194.21 of Section 508 are included in accessibility reports.</p> <p>Please see the Software Accessibility Checklist in the Section 4 Appendices for the test methods and criteria for passing and failing.</p>

#	Requirement	A (Y/F/N)	B (comments)
4.	<p>Would the report tell developers where in the code the problem lies?</p> <p>Please provide a sample report detailing the accessibility issues.</p>	Y	<p>Reports identify the location of each compliance problem within the code. Code line number is most often used.</p> <p>Please see Exhibit 4-1: Category 4 Sample Report below.</p>
5.	<p>Do you offer training to developers in how to create IT accessible applications?</p> <p>Please describe.</p>	Y	<p>We compile/develop training materials and deliver training targeted to meet specific customer needs. We provide both instructor-led classroom-based and self-paced computer-based accessibility training for application developers. The training focuses on the importance of accessibility, the law, remediation, building accessibility in from the start, ERT tools, assistive technologies, coding examples and exercises, common pitfalls and productivity tips. Training can be tailored, for example, to focus on building compliance in using specific development tools such as Java, PowerBuilder, Microsoft development platforms, etc.</p> <p>The classroom training can be provided as distance learning. The computer based training is in accessible HTML format and can be published on an intranet.</p>
6.	<p>Do you have any other services or critical pieces of your service that we have not addressed in the above questions?</p> <p>Please describe.</p>	Y	<p>There are many different types of tools available to support accessibility efforts including checklists, manual processes, automated evaluation tools (508 Wizard for Java, Visual Basic, C++, UI Inspector), and assistive technologies (JAWS for Windows, Zoom Text, Windows Narrator, etc.). Some are freely available and others are commercially available. We are often tasked with identifying the most appropriate set of tools and processes for use by an application support team in ensuring compliance. We evaluate software features and provide a documented reference on maintaining compliance post-remediation. The deliverable includes recommended tools, step by step procedures and references to more information. We are also available to provide evaluations and support remediation efforts for subsequent software releases, working shoulder to shoulder with application support teams to transfer compliance knowledge.</p>

Exhibit 4-1: Category 4 Sample Report

Checkpoints	Passed		
	Y	N	N/A
508 Standards, Section 1194.21	Y		
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.	Y		
A001: All menu items should have keyboard shortcuts. Error: 0 Warning: 0 Verified: 19 File: 0			
A002: All dialog box fields should be accessible with the Tab key. Error: 0 Warning: 0 Verified: 45 File: 0			
A003: All dialog box buttons should have keyboard shortcuts. Error: 0 Warning: 0 Verified: 7 File: 0			
A004: All editable controls in a form should have keyboard shortcuts. Error: 0 Warning: 0 Verified: 20 File: 0			
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		N	
B001: Care should be taken when the API of SystemParametersInfo, which may change the accessibility features of other products or the operating system, is used. Error: 0 Warning: 0 Verified: 0 File: 0			
B002: All text labels should end with a colon (:) as required by Assistive Technology. Error: 3 Warning: 0 Verified: 0 File: 1 Line 119: Caption Low severity The text label does not end with a colon (:) Line 129: Caption Low severity The text label does not end with a colon (:) Line 139: Caption Low severity The text label does not end with a colon (:)			
B003: All Windows and Dialog boxes should have titles. Error: 0 Warning: 0 Verified: 0 File: 0 Reserved function should not be disabled.			
B004: Error: 2 Warning: 0 Verified: 0 File: 2 Line 5: ControlBox Low severity Don't disable the reserved function Line 11: BorderStyle Low severity Don't disable the reserved function Line 36: ControlBox Low severity Don't disable the reserved function			
B005: Care should be taken when altering the system caret's shape, adjusting the double-click speed for the mouse, or confining the cursor to a limited area on the screen. Error: 2 Warning: 0 Verified: 0 File: 2 Line 45: SetWindowsPos Low severity The API CreateCaret, SetDoubleClickTime			

Exhibit 4-1: Category 4 Sample Report

Checkpoints	Passed		
	Y	N	N/A
<p>508 Standards, Section 1194.21</p> <p>or ClipCursor is being used.</p> <p>Line 179: SetWindowsPos Low severity The API CreateCaret, SetDoubleClickTime or ClipCursor is being used.</p> <p>B006: The default background color and foreground color of a visible control should not be changed. Error: 1 Warning: 0 Verified: 0 File: 1 Line 45: BackColor Low severity The default background/foreground color of a form was changed</p>			
<p>(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.</p> <p>C001: The caret should not be changed. Error: 0 Warning: 0 Verified: 0 File: 0</p>	Y		
<p>(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.</p> <p>D001: Each icon on the tool bar should have a corresponding tool tip. Error: 0 Warning: 0 Verified: 0 File: 0</p> <p>D002: Buttons, checkboxes, radio buttons, and menus should have corresponding descriptive text. Error: 0 Warning: 0 Verified: 0 File: 0</p> <p>D003: Any significant audio output should be accompanied by corresponding textual output. Error: 0 Warning: 0 Verified: 0 File: 0</p> <p>D004: All bitmaps and other graphics should include alternative text. Error: 6 Warning: 0 Verified: 0 File: 2</p> <p>Line 13: VB.PictureBox Medium severity The bitmap or graphic does not have associated alternative text.</p> <p>Line 32: VB.PictureBox Medium severity The bitmap or graphic does not have associated alternative text.</p> <p>Line 36: VB.PictureBox Medium severity The bitmap or graphic does not have associated alternative text.</p> <p>Line 51: VB.PictureBox Medium severity The bitmap or graphic does not have associated alternative text.</p> <p>Line 68: VB.PictureBox Medium severity The bitmap or graphic does not have associated alternative text.</p> <p>Line 111: VB.PictureBox Medium severity The bitmap or graphic does not have associated alternative text.</p>		N	
<p>(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.</p>	Y		

Exhibit 4-1: Category 4 Sample Report

Checkpoints	Passed		
	Y	N	N/A
508 Standards, Section 1194.21			
<p>E001: Images that are used to identify the same elements in a program should be consistent throughout an application's execution. Error: 0 Warning: 0 Verified: 0 File: 0</p>			
<p>(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.</p> <p>F001: The caret should not be changed. Error: 0 Warning: 0 Verified: 0 File: 0</p> <p>F002: The "Print" method of a form should be not used. Error: 0 Warning: 0 Verified: 0 File: 0</p>	Y		
<p>(g) Applications shall not override user selected contrast and color selections and other individual display attributes.</p> <p>G001: Care should be taken when using the "SetSysColors" API. Error: 0 Warning: 0 Verified: 0 File: 0</p> <p>G002: Care should be take when using the "ForeColor/BackColor" properties. Error: 0 Warning: 5 Verified: 0 File: 2 Line 38: ForeColor Warning Methods that modify the background colors and foreground colors were found. Line 40: ForeColor Warning Methods that modify the background colors and foreground colors were found. Line 56: ForeColor Warning Methods that modify the background colors and foreground colors were found. Line 71: ForeColor Warning Methods that modify the background colors and foreground colors were found. Line 87: ForeColor Warning Methods that modify the background colors and foreground colors were found.</p> <p>G003: Care should be taken when using the "ForeColor", "FontName", "FontBold", "FontItalic", and "FontSize" properties of a control. Error: 0 Warning: 0 Verified: 0 File: 0</p>		N	
<p>(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.</p> <p>H001: When graphic animations are used, the information being communicated in the animations should also be available in an alternative non-animated format at the user's discretion. Error: 0 Warning: 0 Verified: 0 File: 0</p>	Y		
<p>(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.</p>	Y		

Exhibit 4-1: Category 4 Sample Report

Checkpoints	Passed		
	Y	N	N/A
508 Standards, Section 1194.21			
I001: Color-coding should not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element. Error: 0 Warning: 1 Verified: 0 File: 1			
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.	Y		
J001: Care should be taken when modifying the background color and foreground color in the code. Error: 0 Warning: 0 Verified: 0 File: 0			
(k) Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		N	
K001: Software should avoid the use of flashing or blinking text and graphics. Error: 0 Warning: 0 Verified: 0 File: 0			
K002: Flashing or animated graphics should not be used. Error: 0 Warning: 4 Verified: 0 File: 2 Line 78: Move Warning A method that may cause graphics to flash was found. Line 189: Move Warning A method that may cause graphics to flash was found. Line 197: Move Warning A method that may cause graphics to flash was found. Line 198: Move Warning A method that may cause graphics to flash was found.			
(l) When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		N	
L001: Escape Key/Return Key should be used to cancel/submit an electronic form. Error: 1 Warning: 0 Verified: 0 File: 1 Line 2: VB.Form Low severity errorEscape Key/Return Key is not being used to cancel/submit the electronic form.			
L002: All dialog box fields should be accessed in order with the Tab key. Error: 1 Warning: 0 Verified: 0 File: 1 Line 68: Picture1 Low severity errorThe dialog box fields are not accessed in the correct sequence by the Tab key.			

Category 5: Services which Aid in Making Users' Access to Web Sites and Web Applications Compliant

#	Requirement	A (Y/F/N)	B (comments)
1.	<p>Does your service identify for remediation or remediate or both in order to implement the requirements in the Virginia IT Accessibility Standard?</p> <p>Identify the application languages and operating system you can identify for remediation, remediate, or both.</p>	Y	<p>ATS provides the full range of analysis, testing and remediation services. We tailor our services to meet the specific needs of the agency and/or project. We can identify non compliances for one project and provide comprehensive identification, remediation and training for another project.</p> <p>Our services are platform independent and can be applied to virtually any application languages and operating systems including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Microsoft ASP, ASP.NET, VBScript, Access, Office, etc.; Java; JavaScript; WebSphere; Adobe ColdFusion, Flash and Fireworks; XML, XHTML, HTML, CSS, AJAX and many more <p>Operating Systems from Microsoft, Apple, Unix, Linux, IBM and Unisys (mainframe and mid-range)</p>
2.	<p>Do you analyze or create “back end” code (e.g. for example help remediate problems in server-side code that caused the HTML to be non-compliant)?</p> <p>Please list the languages and/or development environments you work in.</p>	Y	<p>ATS services include analysis, update and creation of “back end” code to remediate Section 508 non compliances. We modify back end data stores to support, for example, descriptive text to describe tables that reside elsewhere in the same data store. We update code libraries as necessary to ensure that all code supports compliant web interfaces.</p> <p>In addition to the languages mentioned in response to Question #1 above, we provide support for server side libraries, server side includes, stored procedures, middleware and application code on web-enabled legacy systems.</p>

#	Requirement	A (Y/F/N)	B (comments)
3.	<p>Do you provide accessibility reports?</p> <p>What items are included in a report regarding accessibility issues with a Web application or Web site?</p> <p>Would the report tell developers where in the code the problem lies?</p> <p>Please provide a sample report detailing the accessibility issues.</p>	Y	<p>Consistent with Section 3.2.2 of the <i>Virginia Information Technology Accessibility Standard</i>, non compliances with items (a) – (p) identified in §1194.22 of Section 508 are included in accessibility reports.</p> <p>Please see the Web Accessibility Checklist in Section 4 Appendices that outlines the methods for testing each standard and provides the criteria for passing or failing each test.</p> <p>The report tells developers where in the code the problem lies by identifying the code line number of each non compliance.</p> <p>Please see the Exhibit 5-1: Category 5 Sample Report following this table.</p>
4.	<p>Do you offer training to developers in how to create IT accessible Web applications and/or Web sites?</p> <p>Please describe.</p>	Y	<p>We compile training materials targeted to customer needs and deliver training in multiple formats. We provide desk-side, instructor-led classroom-based and self-paced computer-based accessibility training for web application and website developers. The training focuses on the importance of accessibility, the law, remediation, building accessibility in from the start, ERT tools (Deque suite, HiSoftware Acc tools and Cynthia, Bobby, Colour Blindness Check, Image Analyzer, Lift suite, etc.), assistive technologies (Windows Narrator, JAWS for Windows, ZoomText, etc.), coding examples and exercises, common pitfalls and productivity tips.</p> <p>Training can be tailored, for example, to provide instruction on developing accessible audio and video content.</p> <p>The classroom training can be provided as distance learning. The computer based training is in accessible HTML format and can be published on an intranet.</p>

#	Requirement	A (Y/F/N)	B (comments)
5.	<p>Do you have any other services or critical pieces of your service that we have not addressed in the above questions?</p> <p>Please describe.</p>	Y	<p>There are many different types of tools available to support accessibility efforts including checklists, manual processes, ERT tools and assistive technologies. Some are freely available and other are commercially available. We are often tasked with identifying the most appropriate set of tools and processes for use by an application support team in ensuring compliance.</p> <p>We evaluate software features and provide a documented reference on maintaining compliance post-remediation. The document includes recommended tools, step by step procedures and references to more information.</p> <p>We are also available to provide evaluations and support remediation efforts for subsequent software releases, working shoulder to shoulder with application support teams to transfer compliance knowledge.</p>

Exhibit 5-1: Category 5 Sample Report

Checkpoints	Passed		
	Y	N	N/A
508 Standards, Section 1194.22			
<p>A. 508 Standards, Section 1194.22, (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).</p> <ul style="list-style-type: none"> ▪ Rule: 1.1.1 - All IMG elements are required to contain either the alt or the longdesc attribute. <ul style="list-style-type: none"> ▪ Failure - IMG Element at Line: 624, Column: 105 ▪ Failure - IMG Element at Line: 627, Column: 105 ▪ Rule: 1.1.2 - All INPUT elements are required to contain the alt attribute or use a LABEL. <ul style="list-style-type: none"> ▪ No invalid INPUT elements found in document ▪ Rule: 1.1.3 - All OBJECT elements are required to contain element content. <ul style="list-style-type: none"> ▪ No OBJECT elements found in document body. ▪ Rule: 1.1.4 - All APPLET elements are required to contain both element content and the alt attribute. <ul style="list-style-type: none"> ▪ No APPLET elements found in document body. ▪ Rule: 1.1.6 - All IFRAME elements are required to contain element content. <ul style="list-style-type: none"> ▪ No invalid IFRAME elements found in document body. ▪ Rule: 1.1.7 - All Anchor elements found within MAP elements are required to contain the alt attribute. <ul style="list-style-type: none"> ▪ No Anchor Elements found within MAP element found at Line: 224, Column: 1. ▪ Rule: 1.1.8 - All AREA elements are required to contain the alt attribute. <ul style="list-style-type: none"> ▪ No invalid AREA elements found in document body. ▪ Rule: 1.1.9 - When EMBED Elements are used, the NOEMBED element is required in the document. <ul style="list-style-type: none"> ▪ No EMBED elements found in document body. 		N	
<p>B. 508 Standards, Section 1194.22, (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.</p> <ul style="list-style-type: none"> ▪ Rule: 1.4.1 - Identify all OBJECT Elements that have a multimedia MIME type as the type attribute value. <ul style="list-style-type: none"> ▪ No OBJECT elements found in document body. ▪ Rule: 1.4.2 - Identify all OBJECT Elements that have a 'data' attribute value with a multimedia file extension. <ul style="list-style-type: none"> ▪ No OBJECT elements found in document body. 			N/A
<p>C. 508 Standards, Section 1194.22, (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.</p>	Y		
<p>D. 508 Standards, Section 1194.22, (d) Documents shall be organized so they are readable without requiring an associated style sheet.</p> <ul style="list-style-type: none"> ▪ Note: Document uses external stylesheets, inline style information, or header style information. 	Y		

Exhibit 5-1: Category 5 Sample Report

Checkpoints	Passed		
	Y	N	N/A
508 Standards, Section 1194.22			
E. 508 Standards, Section 1194.22, (e) Redundant text links shall be provided for each active region of a server-side image map. <ul style="list-style-type: none"> ▪ Rule: 1.2.1 - Locate any IMG element that contains the 'ismap' attribute. <ul style="list-style-type: none"> ▪ No IMG elements found in document body that contain the 'ismap' attribute. ▪ Rule: 1.2.2 - Locate any INPUT element that contains the 'ismap' attribute. <ul style="list-style-type: none"> ▪ No INPUT elements found in document body that contain the 'ismap' attribute. 			N/A
F. 508 Standards, Section 1194.22, (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape. <ul style="list-style-type: none"> ▪ Rule: 9.1.1 - No IMG element should contain the 'ismap' attribute. <ul style="list-style-type: none"> ▪ No server-side image map IMG elements found in document body. ▪ Rule: 9.1.2 - No INPUT element should contain the 'ismap' attribute. <ul style="list-style-type: none"> ▪ No server-side image map INPUT elements found in document body. 			N/A
G. 508 Standards, Section 1194.22, (g) Row and column headers shall be identified for data tables. <ul style="list-style-type: none"> ▪ Rule: 5.1.1 - Identify all Data TABLE elements. <ul style="list-style-type: none"> ▪ Note: Data TABLE Element found at Line: 243, Column: 1. ▪ Note: Data TABLE Element found at Line: 338, Column: 15. ▪ Note: Data TABLE Element found at Line: 671, Column: 17. 		N	
H. 508 Standards, Section 1194.22, (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers. <ul style="list-style-type: none"> ▪ Rule: 5.2.1 - Identify all Data TABLE elements. <ul style="list-style-type: none"> ▪ Note: Data TABLE Element found at Line: 243, Column: 1. ▪ Note: Data TABLE Element found at Line: 338, Column: 15. ▪ Note: Data TABLE Element found at Line: 671, Column: 17. 		N	
I. 508 Standards, Section 1194.22, (i) Frames shall be titled with text that facilitates frame identification and navigation. <ul style="list-style-type: none"> ▪ Document is not a FRAMESET Page. 			N/A
J. 508 Standards, Section 1194.22, (j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz. <ul style="list-style-type: none"> ▪ Rule: 7.1.1 - Documents are required not to contain the BLINK element. <ul style="list-style-type: none"> ▪ No BLINK elements found in document body. ▪ Rule: 7.1.2 - Documents are required not to contain the MARQUEE element. <ul style="list-style-type: none"> ▪ No MARQUEE elements found in document body. ▪ Note: SCRIPT element(s) found in document body, a visual verification must be done to ensure the script does not cause the screen to flicker. 	Y		
K. 508 Standards, Section 1194.22, (k) A text-only page, with equivalent information or			N/A

Exhibit 5-1: Category 5 Sample Report

Checkpoints	Passed		
	Y	N	N/A
<p>508 Standards, Section 1194.22</p> <p>functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.</p>			
<p>L. 508 Standards, Section 1194.22, (l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.</p> <ul style="list-style-type: none"> ▪ Rule: 6.3.1 - Anchor elements are required not to use javascript for the link target when the NOSCRIPT element is not present in the document. These elements will not cause a failure of the checkpoint if the NOSCRIPT element is found, however, they will be identified. <ul style="list-style-type: none"> ▪ No Anchor elements that use javascript for the link target were found in document body. ▪ Rule: 6.3.2 - AREA elements are required not to use javascript for the link target when the NOSCRIPT element is not present in the document. These elements will not cause a failure of the checkpoint if the NOSCRIPT element is found, however, they will be identified. <ul style="list-style-type: none"> ▪ No AREA elements that use javascript for the link target were found in document body. ▪ Rule: 6.3.4 - When SCRIPT Elements are used, the NOSCRIPT element is required in the document. <ul style="list-style-type: none"> ▪ The SCRIPT element is used and the NOSCRIPT element was found in document. 	Y		
<p>M. 508 Standards, Section 1194.22, (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).</p> <ul style="list-style-type: none"> ▪ Rule: 6.3.5 - All OBJECT elements are required to contain element content. <ul style="list-style-type: none"> ▪ No OBJECT elements found in document body. ▪ Rule: 6.3.6 - All APPLETT elements are required to contain both element content and the alt attribute. <ul style="list-style-type: none"> ▪ No APPLETT elements found in document body. ▪ Rule: 6.3.7 - When EMBED Elements are used, the NOEMBED element is required in the document. <ul style="list-style-type: none"> ▪ No EMBED elements found in document body. 	Y		
<p>N. 508 Standards, Section 1194.22, (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.</p>	Y		
<p>O. 508 Standards, Section 1194.22, (o) A method shall be provided that permits users to skip repetitive navigation links.</p> <ul style="list-style-type: none"> ▪ Rule: (o).1 - All pages are required to contain a bookmark link to skip navigation that has the specified text in either the link text or the 'title' attribute value. 	Y		
<p>P. 508 Standards, Section 1194.22, (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.</p>			N/A

Legend: **Y** = Passed Automated Verification, **N** = Failed Automated Verification, **Warning** = Failed Automated Verification, however, configured not to cause page to fail (Priority 2 or 3

only), **N/V** = Not selected for verification, **N/A** = No related elements were found in document (Visual only), No Value = Visual Checkpoint

Category 6: Services which Aid in Making Users' Access to Electronic Documents Compliant

#	Requirement	A (Y/F/N)	B (comments)
1.	<p>Do you address more than one type of electronic document?</p> <p>What document types do your services address?</p>	Y	<p>1. Portable Document Format (PDF)</p> <p>2. Word documents</p> <p>3. PowerPoint presentations</p> <p>4. Excel spreadsheets</p> <p>5. RTF, TXT, WordPerfect Office, MS Publisher and other formats as required to support each customer</p>
2.	<p>List the document types you can identify for remediation, remediate, or both.</p> <p>Please describe.</p>	Y	<p>For all of the following document types, ATS can identify non compliances for remediation, remediate, or both:</p> <p>1. Portable Document Format (PDF) – Through membership in Adobe's Government Partner Program, ATS has developed expertise in creating accessible PDF files. We use Adobe Acrobat to tag newly developed PDF files with accessibility features, the MakeAccessible Plug-in to create a tagged Adobe PDF file from an untagged PDF file, and Acrobat Capture to convert large volumes of paper into accessible PDF files. We configure Acrobat to properly tag and structure files, include alternate text for images and order content logically.</p> <p>We use the accessibility features of Acrobat 7 to provide continuous improvement in accessibility for disabled users. We ensure standard Windows and Mac operating system text-to-speech functionalities are available to PDF files so that additional assistive technologies are not required. We tag Microsoft Office source documents to incorporate logical structure and alternative text descriptions for graphics. These features are carried through to the PDF files on conversion. We use 128-bit security to provide accessible, yet unalterable documents. Finally, we use the Accessibility Checker to analyze documents and identify accessibility problems and remediate as necessary.</p>

#	Requirement	A (Y/F/N)	B (comments)
			<p>2. Word documents – As a Microsoft Gold Partner, ATS has trained its staff in the creation and remediation of compliant MS Office documents. Word is the most common. We create accessible templates for use both in remediation and for document creation going forward. Templates include high contrast, sizable fonts, accessible page layouts, alt text and other features specific to the content type.</p> <p>3. PowerPoint presentations – Please see Word documents above.</p> <p>4. Excel spreadsheets – Please see Word documents above.</p> <p>5. Other document formats – ATS has experience remediating documents in various formats including TXT, RTF, WordPerfect Office and MS Publisher. We will apply this experience to new document types as we encounter them.</p>
3.	<p>Do you provide reports on encountered accessibility issues?</p> <p>What items are included in a report regarding IT accessibility issues with documents?</p> <p>Please provide a sample report detailing the accessibility issues.</p>	Y	<p>The report identifies accessibility issues by global reference and/or page number.</p> <p>Consistent with Section 3.2.8 of the <i>Virginia Information Technology Accessibility Standard</i>, non compliances with items (a) – (c) identified in § 1194.41 of Section 508 are included in accessibility reports.</p> <p>Please see the Documentation Accessibility Checklist in Section 4 Appendices for descriptions of the testing methods for each standard along with the criteria for passing or failing each test.</p> <p>Please see Exhibit 6-1: Category 6 Sample Report that follows this table.</p>

#	Requirement	A (Y/F/N)	B (comments)
4.	<p>Do you offer training in how to create IT accessible documents or training in how to make existing documents IT accessible?</p> <p>Please describe.</p>	Y	<p>We compile training materials and tailor them to each customer's needs. We provide both instructor-led classroom-based and self-paced computer-based accessibility training for web application and website developers. The training focuses on the importance of accessibility, the law, remediation, building accessibility in from the start, ERT tools, assistive technologies, coding examples and exercises, common pitfalls and productivity tips. Training can be tailored, for example, to provide instruction on developing accessible audio and video content.</p> <p>The classroom training can be provided as distance learning. The computer based training is in accessible HTML format and can be published on an intranet.</p>
5.	<p>Do you have any other services or critical pieces of your service that we have not addressed in the above questions?</p> <p>Please describe.</p>	Y	<p>We provide document conversion support where required. Customers use this service to meet accessibility standards, enable full text search, publish documents on the web, extract metadata, etc. We use optical character recognition (OCR) and intelligent character recognition (ICR) tools to convert image-only documents to image plus text documents. We provide many other document related support services as required to meet the needs of each customer.</p>

Exhibit 6-1: Category 6 Sample Report

Checkpoints	Passed		
	Y	N	N/A
508 Standards, Section 1194.41 A. Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge. <ul style="list-style-type: none"> ▪ Alternate format obtained in PDF. The documentation was scanned and the scanned images were not accessible. No text was found in the PDF. 		N	
B. End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge. <ul style="list-style-type: none"> ▪ URL to accessible online documentation provided. 	Y		
C. Support services for products shall accommodate the communication needs of end-users with disabilities. <ul style="list-style-type: none"> ▪ TTY reference provided by the support team at the phone number found in the help guide, which was available electronically. 	Y		

EXHIBIT B 508 PRICE SUBMITTAL FOR SERVICES

PROFESSIONAL TITLE	COST / HR	COST / DAY	OTHER
Project Manager	\$ 122.23	\$ 977.84	
Senior Technology Consultant	\$ 135.47	\$ 1,083.76	
Technology Consultant	\$ 94.97	\$ 759.76	
Senior Programmer	\$ 82.69	\$ 661.52	
Programmer	\$ 68.74	\$ 549.92	
Junior Programmer	\$ 52.02	\$ 416.16	
Senior Business Analyst	\$ 73.64	\$ 589.12	
Business Analyst	\$ 66.23	\$ 529.84	
Junior Business Analyst	\$ 55.10	\$ 440.80	
Senior Systems Analyst	\$ 87.46	\$ 699.68	
Systems Analyst	\$ 73.37	\$ 586.96	
Junior Systems Analyst	\$ 60.05	\$ 480.40	
Technical Writer	\$ 55.10	\$ 440.80	
Administrative Assistant	\$ 37.43	\$ 299.44	

NOTE: SUPPLIER MAY PROVIDE OTHER PRICING OPTION UNDER OTHER WITH EXPLANATION WHICH VITA MAY EVALUATE

ATS has not identified any pricing associated with the "Other" pricing option.

NOTE: ALL TRAVEL EXPENSES IF APPROVED IN ADVANCE WILL BE PAID ACCORDING TO APPLICABLE STATE GUIDELINES

Please list below any additional services that you will include based on pricing submitted in addition to those outlined above.

Our proposed categories will be used in support of all Section 508 compliance services (Categories 4, 5 and 6) we will perform on this contract.

If appropriate please submit pricing for these services in other formats more suitable to your pricing model.

We have proposed a series labor categories to facilitate a flexible acquisition process for individual task orders

Assumptions

- 1) Our proposed labor categories are to provide services associated with Categories 4, 5 and 6 of the RFP.
- 2) ATS has proposed a labor category schedule intended to provide a broad range of skill categories and levels which will facilitate a flexible acquisition process for individual task orders. This schedule provides the ability to respond to each task order requirement with an efficient, cost-effective labor distribution.

May 27, 2008

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

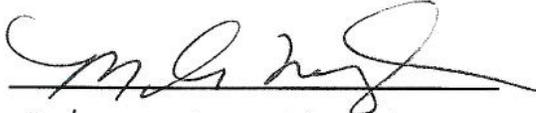
ATTACHMENT F
CONTRACT VA-080612-ASTI
CERTIFICATION REGARDING LOBBYING

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

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature:



Printed Name:

Mary Ann Mayhew

Organization:

Advanced Technology Systems Corporation

Date:

July 1, 2008