



Commonwealth of Virginia
Virginia Information Technologies Agency

SUPPLIER MANAGED IT CONSULTING & STAFF AUGMENTATION SERVICES

Date: October 28, 2010

Contract #: VA-100212-ZCS

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: ZEROCHAOS
100 Spear Street
Suite 210
San Francisco, CA 94105

FIN: 20-1746604

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Term: February 12, 2010 - February 11, 2013

Pricing: Exhibit D

Payment: Net 30 days

For Additional Information, Please Contact:

Technical Information:
Supply Chain Management
Virginia Information Technologies Agency

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

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

**MODIFICATION #4
TO
CONTRACT NUMBER VA-100212-ZCS
BETWEEN THE
COMMONWEALTH OF VIRGINIA, through the
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
APC WORKFORCE SOLUTIONS, LLC**

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", and APC Workforce Solutions, LLC, doing business as "ZeroChaos", hereinafter referred to as "Supplier" or "ZeroChaos", relating to Contract VA-100212-ZCS as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #4 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #4 is to document the parties' agreement to the following:

1. Add the following new job descriptions to Exhibit D-2, "IT Contingent Labor Job Descriptions and Technology Classifications"

ERP Analyst 1	
Years of Experience	0-2
Job Description	Assists with the development and maintenance of the Enterprise Resource Planning (ERP) program. Customizes and configures workflow to allow the integration of client/server applications. Tests ERP layout to ensure the system is meeting corporate needs. May require a bachelor's degree. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Typically reports to a supervisor or manager.

ERP Analyst 2	
Years of Experience	2-4
Job Description	Assists with the development and maintenance of the Enterprise Resource Planning (ERP) program. Customizes and configures workflow to allow the integration of client/server applications. Tests ERP layout to ensure the system is meeting corporate needs. May require a bachelor's degree. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager

ERP Analyst 3	
Years of Experience	4-6
Job Description	Assists with the development and maintenance of the Enterprise Resource Planning (ERP) program. Customizes and configures workflow to allow the integration of client/server applications. Tests ERP layout to ensure the system is meeting corporate needs. May require a bachelor's degree. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

ERP Analyst 4	
Years of Experience	6-8
Job Description	Assists with the development and maintenance of the Enterprise Resource Planning (ERP) program.



	Customizes and configures workflow to allow the integration of client/server applications. Tests ERP layout to ensure the system is meeting corporate needs. May require a bachelor's degree. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.
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ERP Analyst 5	
Years of Experience	8+
Job Description	Assists with the development and maintenance of the Enterprise Resource Planning (ERP) program. Customizes and configures workflow to allow the integration of client/server applications. Tests ERP layout to ensure the system is meeting corporate needs. May require a bachelor's degree. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

ERP Developer 1	
Years of Experience	2-4
Job Description	Reviews, analyzes, and modifies the programming systems including encoding, testing, and debugging to support an organization's Enterprise Resource Planning (ERP) applications. Ensures that software can be completely integrated into the ERP system. Designs new modules to improve system efficiency. May require a bachelor's degree. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

ERP Developer 2	
Years of Experience	4-6
Job Description	Reviews, analyzes, and modifies the programming systems including encoding, testing, and debugging to support an organization's Enterprise Resource Planning (ERP) applications. Ensures that software can be completely integrated into the ERP system. Designs new modules to improve system efficiency. May require a bachelor's degree. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

ERP Developer 3	
Years of Experience	6-8
Job Description	Reviews, analyzes, and modifies the programming systems including encoding, testing, and debugging to support an organization's Enterprise Resource Planning (ERP) applications. Ensures that software can be completely integrated into the ERP system. Designs new modules to improve system efficiency. May require a bachelor's degree. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

ERP Developer 4	
Years of Experience	8-10
Job Description	Reviews, analyzes, and modifies the programming systems including encoding, testing, and debugging to support an organization's Enterprise Resource Planning (ERP) applications. Ensures that software can be completely integrated into the ERP system. Designs new modules to improve system efficiency. May require a bachelor's degree. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

ERP Developer 5	
Years of Experience	10+
Job Description	Reviews, analyzes, and modifies the programming systems including encoding, testing, and debugging to support an organization's Enterprise Resource Planning (ERP) applications. Ensures that software can be completely integrated into the ERP system. Designs new modules to improve system efficiency. May require a bachelor's degree. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.

ERP Database Administrator 1	
Years of Experience	1-3
Job Description	Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of the company's Enterprise Resource Planning (ERP) database. Implements data models and database designs, data access and table maintenance codes; resolves ERP database performance issues, database capacity issues, replication, and other distributed data issues. May require a bachelor's degree. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager. A certain degree of creativity and latitude is required.

ERP Database Administrator 2	
Years of Experience	3-5
Job Description	Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of the company's Enterprise Resource Planning (ERP) database. Implements data models and database designs, data access and table maintenance codes; resolves ERP database performance issues, database capacity issues, replication, and other distributed data issues. May require a bachelor's degree. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager. A certain degree of creativity and latitude is required.

ERP Database Administrator 3	
Years of Experience	5-7
Job Description	Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of the company's Enterprise Resource Planning (ERP) database. Implements data models and database designs, data access and table maintenance codes; resolves ERP database performance issues, database capacity issues, replication, and other distributed data issues. May require a bachelor's degree. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager. A certain degree of creativity and latitude is required.

ERP Database Administrator 4	
Years of Experience	7-10
Job Description	Administers, maintains, develops and implements policies and procedures for ensuring the security and integrity of the company's Enterprise Resource Planning (ERP) database. Implements data models and database designs, data access and table maintenance codes; resolves ERP database performance issues, database capacity issues, replication, and other distributed data issues. May require a bachelor's degree. Familiar with standard concepts, practices, and procedures within a particular field. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager. A certain degree of creativity and latitude is required.

ERP Database Administrator 5	
Years of Experience	10+
Job Description	Administers, maintains, develops and implements policies and procedures for ensuring the security and

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	integrity of the company's Enterprise Resource Planning (ERP) database. Implements data models and database designs, data access and table maintenance codes; resolves ERP database performance issues, database capacity issues, replication, and other distributed data issues. May require a bachelor's degree. Familiar with standard concepts, practices, and procedures within a particular field. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager. A certain degree of creativity and latitude is required.
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I.T. Auditor 1	
Years of Experience	0-2
Job Description	Audits information systems, platforms, and operating procedures in accordance with established corporate standards for efficiency, accuracy and security. Evaluates IT infrastructure in terms of risk to the organization and establishes controls to mitigate loss. Determines and recommends improvements in current risk management controls and implementation of system changes or upgrades. May require a bachelor's degree. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

I.T. Auditor 2	
Years of Experience	2-4
Job Description	Audits information systems, platforms, and operating procedures in accordance with established corporate standards for efficiency, accuracy and security. Evaluates IT infrastructure in terms of risk to the organization and establishes controls to mitigate loss. Determines and recommends improvements in current risk management controls and implementation of system changes or upgrades. May require a bachelor's degree. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

I.T. Auditor 3	
Years of Experience	4-6
Job Description	Audits information systems, platforms, and operating procedures in accordance with established corporate standards for efficiency, accuracy and security. Evaluates IT infrastructure in terms of risk to the organization and establishes controls to mitigate loss. Determines and recommends improvements in current risk management controls and implementation of system changes or upgrades. May require a bachelor's degree. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

I.T. Auditor 4	
Years of Experience	6-8
Job Description	Audits information systems, platforms, and operating procedures in accordance with established corporate standards for efficiency, accuracy and security. Evaluates IT infrastructure in terms of risk to the organization and establishes controls to mitigate loss. Determines and recommends improvements in current risk management controls and implementation of system changes or upgrades. May require a bachelor's degree. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.

I.T. Auditor 5	
Years of Experience	8+
Job Description	Audits information systems, platforms, and operating procedures in accordance with established corporate standards for efficiency, accuracy and security. Evaluates IT infrastructure in terms of risk to the organization and establishes controls to mitigate loss. Determines and recommends improvements in current risk management controls and implementation of system changes or upgrades. May require a bachelor's degree. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.



2. Referencing Exhibit D, remove all previous staff augmentation rate tables, under the heading “Staff Aug – Not to Exceed (NTE) Bill Rates”, and replace with the following:



Regions	Job Category	Position	Bill Rates (Based on \$0 - \$50MM Contract Spend)			
			Legacy Staff Aug	Core Staff Aug	Mission Critical Staff Aug	
			NTE Rate (\$/Hr)	NTE Rate (\$/Hr)	NTE Rate (\$/Hr)	
Southwest Region	Applications	Analyst 1	\$ 32.44	\$ 32.44	\$ 36.01	
		Analyst 2	\$ 39.36	\$ 39.36	\$ 43.69	
		Analyst 3	\$ 56.29	\$ 56.29	\$ 62.48	
		Analyst 4	\$ 73.67	\$ 73.67	\$ 77.34	
		Analyst 5	\$ 76.68	\$ 76.68	\$ 80.52	
		Programmer Analyst	Programmer 1	\$ 31.44	\$ 31.44	\$ 34.90
		Programmer 2	\$ 38.36	\$ 38.36	\$ 42.59	
		Programmer 3	\$ 48.95	\$ 48.95	\$ 54.23	
		Programmer 4	\$ 56.29	\$ 56.29	\$ 61.41	
		Programmer 5	\$ 72.75	\$ 72.75	\$ 76.39	
		Software Test Analyst	Analyst 1	\$ 34.59	\$ 34.59	\$ 38.40
		Analyst 2	\$ 39.36	\$ 39.36	\$ 43.69	
		Analyst 3	\$ 48.95	\$ 48.95	\$ 54.13	
		Analyst 4	\$ 50.04	\$ 50.04	\$ 52.55	
		Analyst 5	\$ 61.92	\$ 61.92	\$ 63.55	
		Technical Writer	Technical Writer 1	\$ 24.76	\$ 24.76	\$ 26.18
		Technical Writer 2	\$ 26.79	\$ 26.79	\$ 29.74	
		Technical Writer 3	\$ 34.89	\$ 34.89	\$ 36.73	
		Business Analyst	Analyst 1	\$ 32.43	\$ 32.43	\$ 36.00
		Analyst 2	\$ 34.97	\$ 34.97	\$ 38.41	
		Analyst 3	\$ 45.65	\$ 45.65	\$ 50.67	
		Software Solutions Architect	\$ 64.23	\$ 64.23	\$ 70.52	
		Intelligent Transportation Systems Specialist	\$ 27.13	\$ 27.13	\$ 30.11	
		ERP Analyst	Analyst 1	\$ 32.16	\$ 32.16	\$ 35.70
		Analyst 2	\$ 44.41	\$ 44.41	\$ 49.30	
		Analyst 3	\$ 59.51	\$ 59.51	\$ 66.05	
		Analyst 4	\$ 73.10	\$ 73.10	\$ 81.14	
		Analyst 5	\$ 86.59	\$ 86.59	\$ 95.55	
		ERP Developer	ERP Developer 1	\$ 45.12	\$ 45.12	\$ 50.29
		ERP Developer 2	\$ 53.21	\$ 53.21	\$ 59.07	
		ERP Developer 3	\$ 64.45	\$ 64.45	\$ 71.76	
		ERP Developer 4	\$ 79.57	\$ 79.57	\$ 87.32	
		ERP Developer 5	\$ 95.57	\$ 95.57	\$ 104.08	
		ERP Database Administration	ERP DBA 1	\$ 48.41	\$ 48.41	\$ 53.79
		ERP DBA 2	\$ 55.63	\$ 55.63	\$ 61.75	
		ERP DBA 3	\$ 70.15	\$ 70.15	\$ 77.87	
		ERP DBA 4	\$ 86.51	\$ 86.51	\$ 96.02	
		ERP DBA 5	\$ 106.40	\$ 106.40	\$ 114.44	
		ERP PM 1	\$ 66.43	\$ 66.43	\$ 74.00	
		ERP PM 2	\$ 96.52	\$ 96.52	\$ 107.14	
		ERP PM 3	\$ 108.57	\$ 108.57	\$ 120.51	
		Geospatial Project Manager	\$ 61.86	\$ 61.86	\$ 68.53	
		Analyst	\$ 49.84	\$ 49.84	\$ 55.63	
		Specialist 1	\$ 38.21	\$ 38.21	\$ 45.19	
		Specialist 2	\$ 52.64	\$ 52.64	\$ 58.32	
Specialist 3	\$ 70.68	\$ 70.68	\$ 78.05			
Technician Trainee	\$ 20.68	\$ 20.68	\$ 23.05			
Technician 1	\$ 22.25	\$ 22.25	\$ 24.70			
Technician 2	\$ 24.48	\$ 24.48	\$ 27.17			
Technician 3	\$ 34.89	\$ 34.89	\$ 36.61			
Database Architect	Database Architect 1	\$ 49.15	\$ 49.15	\$ 54.56		
Database Architect 2	\$ 61.18	\$ 61.18	\$ 67.91			
Database Architect 3	\$ 71.45	\$ 71.45	\$ 78.02			
Database Architect 4	\$ 85.44	\$ 85.44	\$ 93.56			
Data Warehouse Architect	Data Warehouse Architect 1	\$ 52.01	\$ 52.01	\$ 57.74		
Data Warehouse Architect 2	\$ 67.64	\$ 67.64	\$ 74.09			
Data Warehouse Architect 3	\$ 77.43	\$ 77.43	\$ 84.66			
Database Administrator	Database Administrator 1	\$ 40.36	\$ 40.36	\$ 44.90		
Database Administrator 2	\$ 45.57	\$ 45.57	\$ 50.58			
Database Administrator 3	\$ 54.42	\$ 54.42	\$ 60.41			
Database Administrator 4	\$ 71.45	\$ 71.45	\$ 78.02			
Project Manager	Project Manager 1	\$ 49.61	\$ 49.61	\$ 54.61		
Project Manager 2	\$ 58.17	\$ 58.17	\$ 64.17			
Project Manager 3	\$ 69.87	\$ 69.87	\$ 76.87			
Project Manager 4	\$ 87.67	\$ 87.67	\$ 96.67			
Project Lead	Project Lead 1	\$ 39.02	\$ 39.02	\$ 43.02		
Project Lead 2	\$ 48.05	\$ 48.05	\$ 52.65			
Project Coordinator	\$ 29.61	\$ 29.61	\$ 33.61			
Independent Verification & Validation (IV&V) Specialist 1	\$ 102.35	\$ 102.35	\$ 112.35			
Independent Verification & Validation (IV&V) Specialist 2	\$ 109.47	\$ 109.47	\$ 120.47			
Southwest Region	Telecom and Computer Networking	Network Administrator	Network Administrator 1	\$ 28.01	\$ 28.01	\$ 28.01
		Network Administrator 2	\$ 37.24	\$ 37.24	\$ 37.24	
		Network Administrator 3	\$ 40.46	\$ 40.46	\$ 40.46	
		Network Architect	Network Architect 1	\$ 48.33	\$ 48.33	\$ 48.33
		Network Architect 2	\$ 55.54	\$ 55.54	\$ 55.54	
		Network Architect 3	\$ 69.51	\$ 69.51	\$ 69.51	
		Network Engineer	Network Engineer 1	\$ 33.13	\$ 33.13	\$ 33.13
		Network Engineer 2	\$ 41.52	\$ 41.52	\$ 41.52	
		Network Engineer 3	\$ 49.18	\$ 49.18	\$ 49.18	
		Network Engineer 4	\$ 64.75	\$ 64.75	\$ 64.75	
		Public Safety Consultant	\$ 40.05	\$ 40.05	\$ 40.05	
		Radio Engineer	\$ 41.39	\$ 41.39	\$ 41.39	
		Help Desk	Help Desk 1	\$ 24.94	\$ 24.94	\$ 26.64
		Help Desk 2	\$ 24.94	\$ 24.94	\$ 27.67	
		Help Desk 3	\$ 29.36	\$ 29.36	\$ 32.54	
Southwest Region	Customer/Technical Support	Technical Support	Technical Support 1	\$ 25.03	\$ 25.03	\$ 27.78
		Technical Support 2	\$ 29.01	\$ 29.01	\$ 32.21	
		Technical Support 3	\$ 35.85	\$ 35.85	\$ 39.74	
		Infrastructure Solutions Architect	Infrastructure Solutions Architect 1	\$ 50.11	\$ 50.11	\$ 50.11
		Infrastructure Solutions Architect 2	\$ 60.65	\$ 60.65	\$ 60.65	
		Infrastructure Solutions Architect 3	\$ 70.16	\$ 70.16	\$ 70.16	
		System Administrator	System Administrator 1	\$ 34.32	\$ 34.32	\$ 34.32
		System Administrator 2	\$ 37.93	\$ 37.93	\$ 37.93	
		System Administrator 3	\$ 47.41	\$ 47.41	\$ 47.41	
		IT Security Analyst	IT Security Analyst 1	\$ 40.05	\$ 40.05	\$ 40.05
IT Security Analyst 2	\$ 48.34	\$ 48.34	\$ 48.34			
IT Security Analyst 3	\$ 50.79	\$ 50.79	\$ 50.79			
IT Security Architect	IT Security Architect 1	\$ 39.55	\$ 39.55	\$ 39.55		
IT Security Architect 2	\$ 45.59	\$ 45.59	\$ 45.59			
Southwest Region	IT Management Services	Business Continuity Planner	\$ 67.64	\$ 67.64	\$ 67.64	
		Business Process Reengineering	\$ 78.32	\$ 78.32	\$ 78.32	
		Enterprise Architect	\$ 97.90	\$ 97.90	\$ 97.90	
		IT Strategist	\$ 80.10	\$ 80.10	\$ 80.10	
		I.T. Auditor	I.T. Auditor 1	\$ 28.28	\$ 28.28	\$ 31.10
I.T. Auditor 2	\$ 35.01	\$ 35.01	\$ 36.51			
I.T. Auditor 3	\$ 42.58	\$ 42.58	\$ 46.81			
I.T. Auditor 4	\$ 52.58	\$ 52.58	\$ 57.84			
I.T. Auditor 5	\$ 66.27	\$ 66.27	\$ 72.95			

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Regions	Job Category	Position	Bill Rates (Based on \$1 - \$50MM Contract Spend)		
			Legacy Staff Aug NTE Rate (\$/Hr)	Core Staff Aug NTE Rate (\$/Hr)	Mission Critical Staff Aug NTE Rate (\$/Hr)
West Central Region	Applications	Analyst 1	\$ 36.45	\$ 36.45	\$ 40.46
		Analyst 2	\$ 44.23	\$ 44.23	\$ 49.09
		Analyst 3	\$ 63.25	\$ 63.25	\$ 70.21
		Analyst 4	\$ 82.77	\$ 82.77	\$ 90.90
		Analyst 5	\$ 86.16	\$ 86.16	\$ 90.47
		Programmer Analyst	\$ 35.32	\$ 35.32	\$ 39.21
		Programmer 1	\$ 43.10	\$ 43.10	\$ 47.84
		Programmer 2	\$ 55.00	\$ 55.00	\$ 61.05
		Programmer 3	\$ 63.25	\$ 63.25	\$ 69.00
		Programmer 4	\$ 81.74	\$ 81.74	\$ 89.83
		Programmer 5	\$ 38.87	\$ 38.87	\$ 43.14
		Software Test Analyst	\$ 44.23	\$ 44.23	\$ 49.09
		Analyst 1	\$ 55.00	\$ 55.00	\$ 61.05
		Analyst 2	\$ 56.23	\$ 56.23	\$ 59.04
		Analyst 3	\$ 68.90	\$ 68.90	\$ 71.40
		Analyst 4	\$ 26.70	\$ 26.70	\$ 29.64
		Technical Writer	\$ 30.10	\$ 30.10	\$ 33.41
		Technical Writer 1	\$ 39.20	\$ 39.20	\$ 43.51
		Technical Writer 2	\$ 36.44	\$ 36.44	\$ 40.46
		Technical Writer 3	\$ 38.13	\$ 38.13	\$ 41.32
		Business Analyst	\$ 43.75	\$ 43.75	\$ 49.75
		Analyst 1	\$ 68.00	\$ 68.00	\$ 71.40
		Analyst 2	\$ 76.85	\$ 76.85	\$ 80.69
		Analyst 3	\$ 36.44	\$ 36.44	\$ 40.45
		Analyst 4	\$ 39.29	\$ 39.29	\$ 44.16
		Analyst 5	\$ 51.80	\$ 51.80	\$ 56.94
		System Analyst	\$ 74.42	\$ 74.42	\$ 81.60
		Software Solutions Architect	\$ 30.48	\$ 30.48	\$ 33.83
		Intelligent Transportation Systems Specialist	\$ 36.14	\$ 36.14	\$ 40.12
		ERP Analyst	\$ 49.90	\$ 49.90	\$ 55.39
		Analyst 1	\$ 66.86	\$ 66.86	\$ 74.21
		Analyst 2	\$ 87.13	\$ 87.13	\$ 91.16
		Analyst 3	\$ 97.79	\$ 97.79	\$ 106.48
		Analyst 4	\$ 50.70	\$ 50.70	\$ 54.28
		Analyst 5	\$ 59.79	\$ 59.79	\$ 64.37
		ERP Developer	\$ 74.66	\$ 74.66	\$ 82.07
		ERP Developer 1	\$ 89.40	\$ 89.40	\$ 95.24
		ERP Developer 2	\$ 107.38	\$ 107.38	\$ 119.19
		ERP Developer 3	\$ 54.39	\$ 54.39	\$ 60.37
		ERP Developer 4	\$ 67.51	\$ 67.51	\$ 73.39
		ERP Developer 5	\$ 78.82	\$ 78.82	\$ 87.49
		ERP Database Administration	\$ 97.20	\$ 97.20	\$ 107.09
		ERP DBA 1	\$ 112.81	\$ 112.81	\$ 124.22
		ERP DBA 2	\$ 97.18	\$ 97.18	\$ 107.87
		ERP DBA 3	\$ 106.45	\$ 106.45	\$ 116.38
		ERP DBA 4	\$ 121.99	\$ 121.99	\$ 135.41
		ERP DBA 5	\$ 69.50	\$ 69.50	\$ 77.00
		ERP Project Manager	\$ 56.00	\$ 56.00	\$ 63.00
		ERP PM 1	\$ 43.00	\$ 43.00	\$ 51.00
		ERP PM 2	\$ 59.20	\$ 59.20	\$ 67.24
		ERP PM 3	\$ 23.24	\$ 23.24	\$ 25.90
		Geographic Information System	\$ 25.00	\$ 25.00	\$ 30.00
		Specialist 1	\$ 27.50	\$ 27.50	\$ 30.53
		Specialist 2	\$ 39.20	\$ 39.20	\$ 41.14
		Specialist 3	\$ 55.23	\$ 55.23	\$ 61.30
		Database Architect	\$ 69.74	\$ 69.74	\$ 76.30
		Database Architect 1	\$ 80.28	\$ 80.28	\$ 84.29
		Database Architect 2	\$ 96.00	\$ 96.00	\$ 104.00
		Database Architect 3	\$ 59.44	\$ 59.44	\$ 64.87
		Database Architect 4	\$ 76.00	\$ 76.00	\$ 81.00
		Database Architect 5	\$ 87.00	\$ 87.00	\$ 94.00
		Data Warehouse Architect	\$ 45.25	\$ 45.25	\$ 50.94
		Data Warehouse Architect 1	\$ 51.20	\$ 51.20	\$ 56.83
		Data Warehouse Architect 2	\$ 61.15	\$ 61.15	\$ 67.88
		Data Warehouse Architect 3	\$ 80.28	\$ 80.28	\$ 84.29
		Database Administrator	\$ 55.74	\$ 55.74	\$ 59.74
		Database Administrator 1	\$ 65.36	\$ 65.36	\$ 69.36
		Database Administrator 2	\$ 76.50	\$ 76.50	\$ 79.50
		Database Administrator 3	\$ 88.50	\$ 88.50	\$ 96.50
		Database Administrator 4	\$ 43.85	\$ 43.85	\$ 49.85
		Database Administrator 5	\$ 53.99	\$ 53.99	\$ 59.99
		Project Manager	\$ 32.77	\$ 32.77	\$ 37.27
		Project Manager 1	\$ 110.00	\$ 110.00	\$ 115.00
		Project Manager 2	\$ 123.00	\$ 123.00	\$ 129.00
		Project Manager 3	\$ 21.47	\$ 21.47	\$ 21.47
		Project Manager 4	\$ 41.84	\$ 41.84	\$ 41.84
		Project Lead	\$ 45.46	\$ 45.46	\$ 45.46
		Project Lead 1	\$ 54.30	\$ 54.30	\$ 54.30
		Project Lead 2	\$ 62.40	\$ 62.40	\$ 62.40
		Project Lead 3	\$ 78.10	\$ 78.10	\$ 78.10
		Project Lead 4	\$ 37.23	\$ 37.23	\$ 37.23
		Network Administrator	\$ 46.65	\$ 46.65	\$ 46.65
		Network Administrator 1	\$ 55.25	\$ 55.25	\$ 55.25
		Network Administrator 2	\$ 75.00	\$ 75.00	\$ 75.00
		Network Administrator 3	\$ 45.00	\$ 45.00	\$ 45.00
		Network Administrator 4	\$ 46.50	\$ 46.50	\$ 46.50
		Network Architect	\$ 26.96	\$ 26.96	\$ 29.92
		Network Architect 1	\$ 28.01	\$ 28.01	\$ 31.09
		Network Architect 2	\$ 32.99	\$ 32.99	\$ 36.62
		Network Architect 3	\$ 37.12	\$ 37.12	\$ 41.21
		Network Architect 4	\$ 37.60	\$ 37.60	\$ 41.18
		Network Architect 5	\$ 40.23	\$ 40.23	\$ 44.66
		Network Engineer	\$ 54.30	\$ 54.30	\$ 56.30
		Network Engineer 1	\$ 68.25	\$ 68.25	\$ 68.25
		Network Engineer 2	\$ 78.83	\$ 78.83	\$ 78.83
		Network Engineer 3	\$ 39.56	\$ 39.56	\$ 36.56
		Network Engineer 4	\$ 42.42	\$ 42.42	\$ 47.62
		System Administrator	\$ 51.27	\$ 51.27	\$ 52.27
		System Administrator 1	\$ 45.00	\$ 45.00	\$ 45.00
		System Administrator 2	\$ 54.31	\$ 54.31	\$ 54.31
System Administrator 3	\$ 57.06	\$ 57.06	\$ 57.06		
System Administrator 4	\$ 44.44	\$ 44.44	\$ 44.44		
System Administrator 5	\$ 51.23	\$ 51.23	\$ 51.23		
IT Security	\$ 76.00	\$ 76.00	\$ 76.00		
IT Security Analyst	\$ 86.00	\$ 86.00	\$ 86.00		
IT Security Analyst 1	\$ 110.00	\$ 110.00	\$ 110.00		
IT Security Analyst 2	\$ 90.00	\$ 90.00	\$ 90.00		
IT Security Analyst 3	\$ 31.77	\$ 31.77	\$ 34.99		
IT Security Analyst 4	\$ 39.34	\$ 39.34	\$ 43.27		
IT Security Analyst 5	\$ 47.84	\$ 47.84	\$ 52.42		
IT Auditor	\$ 59.06	\$ 59.06	\$ 64.98		
IT Auditor 1	\$ 78.47	\$ 78.47	\$ 81.91		
IT Auditor 2					
IT Auditor 3					
IT Auditor 4					
IT Auditor 5					

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Regions	Job Category	Position	Bill Rates (Based on \$0 - \$50MM Contract Spend)		
			Legacy Staff Aug NTE Rate (\$/Hr)	Core Staff Aug NTE Rate (\$/Hr)	Mission Critical Staff Aug NTE Rate (\$/Hr)
Central Region	Applications	Analyst 1	\$ 36.45	\$ 36.45	\$ 40.46
		Analyst 2	\$ 44.23	\$ 44.23	\$ 49.09
		Analyst 3	\$ 63.25	\$ 63.25	\$ 70.21
		Analyst 4	\$ 82.77	\$ 82.77	\$ 96.90
		Analyst 5	\$ 86.16	\$ 86.16	\$ 90.47
		Programmer Analyst	\$ 35.32	\$ 35.32	\$ 39.21
		Programmer 1	\$ 42.10	\$ 42.10	\$ 47.84
		Programmer 2	\$ 55.00	\$ 55.00	\$ 61.05
		Programmer 3	\$ 63.25	\$ 63.25	\$ 70.21
		Programmer 4	\$ 81.74	\$ 81.74	\$ 95.81
		Programmer 5	\$ 38.87	\$ 38.87	\$ 43.14
		Software Test Analyst	\$ 44.23	\$ 44.23	\$ 49.09
		Analyst 1	\$ 55.00	\$ 55.00	\$ 61.05
		Analyst 2	\$ 56.23	\$ 56.23	\$ 59.04
		Analyst 3	\$ 68.90	\$ 68.90	\$ 71.40
		Analyst 4	\$ 26.70	\$ 26.70	\$ 29.64
		Analyst 5	\$ 30.10	\$ 30.10	\$ 33.43
		Technical Writer	\$ 39.20	\$ 39.20	\$ 43.51
		Analyst 1	\$ 36.44	\$ 36.44	\$ 40.45
		Analyst 2	\$ 38.13	\$ 38.13	\$ 42.37
		Analyst 3	\$ 49.75	\$ 49.75	\$ 55.12
		Analyst 4	\$ 68.00	\$ 68.00	\$ 71.40
		Analyst 5	\$ 76.85	\$ 76.85	\$ 80.69
		Business Analyst	\$ 36.44	\$ 36.44	\$ 40.45
		Analyst 1	\$ 39.29	\$ 39.29	\$ 43.16
		Analyst 2	\$ 51.30	\$ 51.30	\$ 56.94
		Analyst 3	\$ 74.42	\$ 74.42	\$ 81.60
		Software Solutions Architect	\$ 30.48	\$ 30.48	\$ 33.83
		Intelligent Transportation Systems Specialist	\$ 36.14	\$ 36.14	\$ 40.12
		Analyst 1	\$ 49.90	\$ 49.90	\$ 55.39
		Analyst 2	\$ 66.88	\$ 66.88	\$ 74.21
		Analyst 3	\$ 82.13	\$ 82.13	\$ 91.16
		Analyst 4	\$ 97.79	\$ 97.79	\$ 108.48
		Analyst 5	\$ 50.20	\$ 50.20	\$ 56.28
		ERP Developer	\$ 59.79	\$ 59.79	\$ 66.37
		ERP Developer 1	\$ 74.56	\$ 74.56	\$ 82.87
		ERP Developer 2	\$ 89.40	\$ 89.40	\$ 99.23
		ERP Developer 3	\$ 107.88	\$ 107.88	\$ 119.19
		ERP Developer 4	\$ 54.39	\$ 54.39	\$ 60.37
		ERP Developer 5	\$ 62.51	\$ 62.51	\$ 69.39
		ERP Database Administration	\$ 78.82	\$ 78.82	\$ 87.48
		ERP DBA 1	\$ 97.20	\$ 97.20	\$ 107.89
		ERP DBA 2	\$ 112.81	\$ 112.81	\$ 125.27
		ERP DBA 3	\$ 97.18	\$ 97.18	\$ 107.67
		ERP DBA 4	\$ 104.45	\$ 104.45	\$ 120.30
		ERP DBA 5	\$ 121.99	\$ 121.99	\$ 135.41
		ERP PM 1	\$ 65.50	\$ 65.50	\$ 72.00
		ERP PM 2	\$ 56.00	\$ 56.00	\$ 62.50
		ERP PM 3	\$ 43.00	\$ 43.00	\$ 51.00
		ERP PM 4	\$ 59.20	\$ 59.20	\$ 67.14
		ERP PM 5	\$ 23.24	\$ 23.24	\$ 25.90
		Geographic Information System	\$ 25.00	\$ 25.00	\$ 30.00
		Technician 1	\$ 27.50	\$ 27.50	\$ 30.53
		Technician 2	\$ 39.20	\$ 39.20	\$ 43.14
		Technician 3	\$ 55.23	\$ 55.23	\$ 61.30
		Database Architect	\$ 68.74	\$ 68.74	\$ 76.30
		Database Architect 1	\$ 80.28	\$ 80.28	\$ 84.29
		Database Architect 2	\$ 96.00	\$ 96.00	\$ 104.00
		Database Architect 3	\$ 58.44	\$ 58.44	\$ 64.87
		Database Architect 4	\$ 76.80	\$ 76.80	\$ 81.80
		Database Architect 5	\$ 87.00	\$ 87.00	\$ 94.00
		Data Warehouse Architect	\$ 45.25	\$ 45.25	\$ 50.34
		Data Warehouse Architect 1	\$ 51.20	\$ 51.20	\$ 56.83
		Data Warehouse Architect 2	\$ 61.15	\$ 61.15	\$ 67.68
		Data Warehouse Architect 3	\$ 80.28	\$ 80.28	\$ 84.29
		Data Warehouse Architect 4	\$ 55.74	\$ 55.74	\$ 59.74
		Data Warehouse Architect 5	\$ 65.36	\$ 65.36	\$ 70.50
		Project Manager	\$ 76.50	\$ 76.50	\$ 86.50
		Project Manager 1	\$ 88.50	\$ 88.50	\$ 96.50
		Project Manager 2	\$ 43.85	\$ 43.85	\$ 43.85
		Project Manager 3	\$ 53.99	\$ 52.99	\$ 52.99
		Project Manager 4	\$ 33.77	\$ 33.77	\$ 37.77
		Project Lead	\$ 115.00	\$ 115.00	\$ 115.00
		Project Lead 1	\$ 123.00	\$ 123.00	\$ 123.00
		Project Lead 2	\$ 131.00	\$ 123.00	\$ 123.00
		Project Lead 3	\$ 147.00	\$ 123.00	\$ 123.00
		Project Lead 4	\$ 184.00	\$ 123.00	\$ 123.00
		Project Lead 5	\$ 214.00	\$ 123.00	\$ 123.00
		Project Lead 6	\$ 244.00	\$ 123.00	\$ 123.00
		Project Lead 7	\$ 274.00	\$ 123.00	\$ 123.00
		Project Lead 8	\$ 304.00	\$ 123.00	\$ 123.00
		Project Lead 9	\$ 334.00	\$ 123.00	\$ 123.00
		Project Lead 10	\$ 364.00	\$ 123.00	\$ 123.00
		Project Lead 11	\$ 394.00	\$ 123.00	\$ 123.00
		Project Lead 12	\$ 424.00	\$ 123.00	\$ 123.00
		Project Lead 13	\$ 454.00	\$ 123.00	\$ 123.00
		Project Lead 14	\$ 484.00	\$ 123.00	\$ 123.00
		Project Lead 15	\$ 514.00	\$ 123.00	\$ 123.00
		Project Lead 16	\$ 544.00	\$ 123.00	\$ 123.00
		Project Lead 17	\$ 574.00	\$ 123.00	\$ 123.00
		Project Lead 18	\$ 604.00	\$ 123.00	\$ 123.00
		Project Lead 19	\$ 634.00	\$ 123.00	\$ 123.00
		Project Lead 20	\$ 664.00	\$ 123.00	\$ 123.00
		Project Lead 21	\$ 694.00	\$ 123.00	\$ 123.00
		Project Lead 22	\$ 724.00	\$ 123.00	\$ 123.00
		Project Lead 23	\$ 754.00	\$ 123.00	\$ 123.00
		Project Lead 24	\$ 784.00	\$ 123.00	\$ 123.00
		Project Lead 25	\$ 814.00	\$ 123.00	\$ 123.00
		Project Lead 26	\$ 844.00	\$ 123.00	\$ 123.00
		Project Lead 27	\$ 874.00	\$ 123.00	\$ 123.00
Project Lead 28	\$ 904.00	\$ 123.00	\$ 123.00		
Project Lead 29	\$ 934.00	\$ 123.00	\$ 123.00		
Project Lead 30	\$ 964.00	\$ 123.00	\$ 123.00		
Project Lead 31	\$ 994.00	\$ 123.00	\$ 123.00		
Project Lead 32	\$ 1024.00	\$ 123.00	\$ 123.00		
Project Lead 33	\$ 1054.00	\$ 123.00	\$ 123.00		
Project Lead 34	\$ 1084.00	\$ 123.00	\$ 123.00		
Project Lead 35	\$ 1114.00	\$ 123.00	\$ 123.00		
Project Lead 36	\$ 1144.00	\$ 123.00	\$ 123.00		
Project Lead 37	\$ 1174.00	\$ 123.00	\$ 123.00		
Project Lead 38	\$ 1204.00	\$ 123.00	\$ 123.00		
Project Lead 39	\$ 1234.00	\$ 123.00	\$ 123.00		
Project Lead 40	\$ 1264.00	\$ 123.00	\$ 123.00		
Project Lead 41	\$ 1294.00	\$ 123.00	\$ 123.00		
Project Lead 42	\$ 1324.00	\$ 123.00	\$ 123.00		
Project Lead 43	\$ 1354.00	\$ 123.00	\$ 123.00		
Project Lead 44	\$ 1384.00	\$ 123.00	\$ 123.00		
Project Lead 45	\$ 1414.00	\$ 123.00	\$ 123.00		
Project Lead 46	\$ 1444.00	\$ 123.00	\$ 123.00		
Project Lead 47	\$ 1474.00	\$ 123.00	\$ 123.00		
Project Lead 48	\$ 1504.00	\$ 123.00	\$ 123.00		
Project Lead 49	\$ 1534.00	\$ 123.00	\$ 123.00		
Project Lead 50	\$ 1564.00	\$ 123.00	\$ 123.00		
Project Lead 51	\$ 1594.00	\$ 123.00	\$ 123.00		
Project Lead 52	\$ 1624.00	\$ 123.00	\$ 123.00		
Project Lead 53	\$ 1654.00	\$ 123.00	\$ 123.00		
Project Lead 54	\$ 1684.00	\$ 123.00	\$ 123.00		
Project Lead 55	\$ 1714.00	\$ 123.00	\$ 123.00		
Project Lead 56	\$ 1744.00	\$ 123.00	\$ 123.00		
Project Lead 57	\$ 1774.00	\$ 123.00	\$ 123.00		
Project Lead 58	\$ 1804.00	\$ 123.00	\$ 123.00		
Project Lead 59	\$ 1834.00	\$ 123.00	\$ 123.00		
Project Lead 60	\$ 1864.00	\$ 123.00	\$ 123.00		
Project Lead 61	\$ 1894.00	\$ 123.00	\$ 123.00		
Project Lead 62	\$ 1924.00	\$ 123.00	\$ 123.00		
Project Lead 63	\$ 1954.00	\$ 123.00	\$ 123.00		
Project Lead 64	\$ 1984.00	\$ 123.00	\$ 123.00		
Project Lead 65	\$ 2014.00	\$ 123.00	\$ 123.00		
Project Lead 66	\$ 2044.00	\$ 123.00	\$ 123.00		
Project Lead 67	\$ 2074.00	\$ 123.00	\$ 123.00		
Project Lead 68	\$ 2104.00	\$ 123.00	\$ 123.00		
Project Lead 69	\$ 2134.00	\$ 123.00	\$ 123.00		
Project Lead 70	\$ 2164.00	\$ 123.00	\$ 123.00		
Project Lead 71	\$ 2194.00	\$ 123.00	\$ 123.00		
Project Lead 72	\$ 2224.00	\$ 123.00	\$ 123.00		
Project Lead 73	\$ 2254.00	\$ 123.00	\$ 123.00		
Project Lead 74	\$ 2284.00	\$ 123.00	\$ 123.00		
Project Lead 75	\$ 2314.00	\$ 123.00	\$ 123.00		
Project Lead 76	\$ 2344.00	\$ 123.00	\$ 123.00		
Project Lead 77	\$ 2374.00	\$ 123.00	\$ 123.00		
Project Lead 78	\$ 2404.00	\$ 123.00	\$ 123.00		
Project Lead 79	\$ 2434.00	\$ 123.00	\$ 123.00		
Project Lead 80	\$ 2464.00	\$ 123.00	\$ 123.00		
Project Lead 81	\$ 2494.00	\$ 123.00	\$ 123.00		
Project Lead 82	\$ 2524.00	\$ 123.00	\$ 123.00		
Project Lead 83	\$ 2554.00	\$ 123.00	\$ 123.00		
Project Lead 84	\$ 2584.00	\$ 123.00	\$ 123.00		
Project Lead 85	\$ 2614.00	\$ 123.00	\$ 123.00		
Project Lead 86	\$ 2644.00	\$ 123.00	\$ 123.00		
Project Lead 87	\$ 2674.00	\$ 123.00	\$ 123.00		
Project Lead 88	\$ 2704.00	\$ 123.00	\$ 123.00		
Project Lead 89	\$ 2734.00	\$ 123.00	\$ 123.00		
Project Lead 90	\$ 2764.00	\$ 123.00	\$ 123.00		
Project Lead 91	\$ 2794.00	\$ 123.00	\$ 123.00		
Project Lead 92	\$ 2824.00	\$ 123.00	\$ 123.00		
Project Lead 93	\$ 2854.00	\$ 123.00	\$ 123.00		
Project Lead 94	\$ 2884.00	\$ 123.00	\$ 123.00		
Project Lead 95	\$ 2914.00	\$ 123.00	\$ 123.00		
Project Lead 96	\$ 2944.00	\$ 123.00	\$ 123.00		
Project Lead 97	\$ 2974.00	\$ 123.00	\$ 123.00		
Project Lead 98	\$ 3004.00	\$ 123.00	\$ 123.00		
Project Lead 99	\$ 3034.00	\$ 123.00	\$ 123.00		
Project Lead 100	\$ 3064.00	\$ 123.00	\$ 123.00		

Regions	Job Category	Position	Bill Rates (Based on \$0 - \$50MM Contract Spend)			
			Legacy Staff Aug	Core Staff Aug	Mission Critical Staff Aug	
			NTE Rate (\$/Hr)	NTE Rate (\$/Hr)	NTE Rate (\$/Hr)	
Hampton Roads Region	Applications	Analyst 1	\$ 35.36	\$ 35.36	\$ 39.25	
		Analyst 2	\$ 42.90	\$ 42.90	\$ 47.62	
		Analyst 3	\$ 61.35	\$ 61.35	\$ 68.10	
		Analyst 4	\$ 80.29	\$ 80.29	\$ 88.29	
		Analyst 5	\$ 83.58	\$ 83.58	\$ 92.76	
		Programmer Analyst	Programmer 1	\$ 34.27	\$ 34.27	\$ 38.03
		Programmer	Programmer 2	\$ 41.81	\$ 41.81	\$ 46.41
		Programmer 3	\$ 53.35	\$ 53.35	\$ 59.22	
		Programmer 4	\$ 61.35	\$ 61.35	\$ 68.10	
		Programmer 5	\$ 75.29	\$ 75.29	\$ 83.26	
		Software Test Analyst	Analyst 1	\$ 37.70	\$ 37.70	\$ 41.85
		Analyst 2	\$ 42.90	\$ 42.90	\$ 47.62	
		Analyst 3	\$ 53.35	\$ 53.35	\$ 59.22	
		Analyst 4	\$ 54.54	\$ 54.54	\$ 57.27	
		Analyst 5	\$ 66.83	\$ 66.83	\$ 69.26	
		Technical Writer	Technical Writer 1	\$ 25.90	\$ 25.90	\$ 28.75
		Technical Writer 2	\$ 29.20	\$ 29.20	\$ 32.41	
		Technical Writer 3	\$ 30.02	\$ 30.02	\$ 42.21	
		Business Analyst	Analyst 1	\$ 35.35	\$ 35.35	\$ 39.23
		Analyst 2	\$ 36.99	\$ 36.99	\$ 41.05	
		Analyst 3	\$ 40.26	\$ 40.26	\$ 43.53	
		Analyst 4	\$ 69.36	\$ 69.36	\$ 76.26	
		Analyst 5	\$ 74.54	\$ 74.54	\$ 78.77	
		System Analyst	Analyst 1	\$ 35.35	\$ 35.35	\$ 39.24
		Analyst 2	\$ 38.11	\$ 38.11	\$ 41.87	
		Analyst 3	\$ 49.76	\$ 49.76	\$ 55.23	
		Software Solutions Architect	\$ 72.18	\$ 72.18	\$ 80.12	
		Intelligent Transportation Systems Specialist	\$ 29.56	\$ 29.56	\$ 32.82	
		ERP Analyst	Analyst 1	\$ 35.06	\$ 35.06	\$ 38.91
		Analyst 2	\$ 40.40	\$ 40.40	\$ 43.79	
		Analyst 3	\$ 64.85	\$ 64.85	\$ 71.99	
		Analyst 4	\$ 75.67	\$ 75.67	\$ 83.43	
		Analyst 5	\$ 94.80	\$ 94.80	\$ 103.23	
		ERP Developer	ERP Developer 1	\$ 49.18	\$ 49.18	\$ 54.59
		ERP Developer 2	\$ 58.00	\$ 58.00	\$ 64.36	
		ERP Developer 3	\$ 72.43	\$ 72.43	\$ 80.39	
		ERP Developer 4	\$ 86.72	\$ 86.72	\$ 96.26	
		ERP Developer 5	\$ 104.14	\$ 104.14	\$ 115.42	
		ERP Database Administration	ERP DBA 1	\$ 52.76	\$ 52.76	\$ 58.56
		ERP DBA 2	\$ 60.63	\$ 60.63	\$ 67.30	
		ERP DBA 3	\$ 76.46	\$ 76.46	\$ 84.87	
		ERP DBA 4	\$ 94.28	\$ 94.28	\$ 104.66	
		ERP DBA 5	\$ 109.43	\$ 109.43	\$ 121.66	
		ERP Project Manager	ERP PM 1	\$ 84.26	\$ 84.26	\$ 104.63
		ERP PM 2	\$ 105.20	\$ 105.20	\$ 116.77	
ERP PM 3	\$ 118.33	\$ 118.33	\$ 131.35			
Geographic Information System	Geospatial Projects Manager	\$ 67.42	\$ 67.42	\$ 74.45		
Analyst	\$ 54.33	\$ 54.33	\$ 60.43			
Specialist 1	\$ 41.71	\$ 41.71	\$ 46.47			
Specialist 2	\$ 57.42	\$ 57.42	\$ 63.30			
Technician Trainee	\$ 22.54	\$ 22.54	\$ 25.12			
Technician 1	\$ 24.25	\$ 24.25	\$ 27.10			
Technician 2	\$ 26.68	\$ 26.68	\$ 29.61			
Technician 3	\$ 30.03	\$ 30.03	\$ 33.31			
Hampton Roads Region	Data Management	Database Architect	Database Architect 1	\$ 53.57	\$ 53.57	\$ 59.47
		Database Architect 2	\$ 66.69	\$ 66.69	\$ 74.01	
		Database Architect 3	\$ 77.87	\$ 77.87	\$ 86.16	
		Database Architect 4	\$ 93.12	\$ 93.12	\$ 102.88	
		Data Warehouse Architect	Data Warehouse Architect 1	\$ 56.69	\$ 56.69	\$ 62.97
		Data Warehouse Architect 2	\$ 72.72	\$ 72.72	\$ 80.51	
		Data Warehouse Architect 3	\$ 84.39	\$ 84.39	\$ 93.18	
		Database Administrator	Database Administrator 1	\$ 43.99	\$ 43.99	\$ 48.83
		Database Administrator 2	\$ 49.66	\$ 49.66	\$ 55.13	
		Database Administrator 3	\$ 59.32	\$ 59.32	\$ 65.84	
		Database Administrator 4	\$ 77.87	\$ 77.87	\$ 86.16	
		Project Manager	Project Manager 1	\$ 54.07	\$ 54.07	\$ 59.07
		Project Manager 2	\$ 63.40	\$ 63.40	\$ 69.40	
		Project Manager 3	\$ 76.15	\$ 76.15	\$ 83.75	
		Project Manager 4	\$ 95.55	\$ 95.55	\$ 105.55	
Hampton Roads Region	Project Management	Project Lead	Project Lead 1	\$ 42.53	\$ 42.53	\$ 47.53
		Project Lead 2	\$ 52.37	\$ 52.37	\$ 57.37	
		Project Coordinator	\$ 32.27	\$ 32.27	\$ 37.27	
		Independent Verification & Validation (IV&V) Specialist 1	\$ 111.55	\$ 111.55	\$ 121.55	
		Independent Verification & Validation (IV&V) Specialist 2	\$ 119.71	\$ 119.71	\$ 130.71	
		Network Administrator	Network Administrator 1	\$ 30.52	\$ 30.52	\$ 33.51
Network Administrator 2	\$ 40.58	\$ 40.58	\$ 44.58			
Network Administrator 3	\$ 44.10	\$ 44.10	\$ 48.10			
Network Architect	Network Architect 1	\$ 52.67	\$ 52.67	\$ 57.67		
Network Architect 2	\$ 60.53	\$ 60.53	\$ 66.53			
Network Architect 3	\$ 75.76	\$ 75.76	\$ 83.76			
Network Engineer	Network Engineer 1	\$ 36.11	\$ 36.11	\$ 39.11		
Network Engineer 2	\$ 45.25	\$ 45.25	\$ 49.25			
Network Engineer 3	\$ 53.60	\$ 53.60	\$ 58.60			
Network Engineer 4	\$ 72.76	\$ 72.76	\$ 79.76			
Public Safety Consultant	\$ 43.85	\$ 43.85	\$ 48.85			
Radio Engineer	\$ 45.11	\$ 45.11	\$ 49.11			
Hampton Roads Region	Customer/Technical Support	Help Desk	Help Desk 1	\$ 26.15	\$ 26.15	\$ 29.03
		Help Desk 2	\$ 27.17	\$ 27.17	\$ 30.16	
		Help Desk 3	\$ 32.00	\$ 32.00	\$ 35.52	
		Technical Support	Technical Support 1	\$ 27.28	\$ 27.28	\$ 30.28
		Technical Support 2	\$ 31.62	\$ 31.62	\$ 35.10	
		Technical Support 3	\$ 39.02	\$ 39.02	\$ 43.32	
		Infrastructure Solutions Architect	Infrastructure Solutions Architect 1	\$ 54.61	\$ 54.61	\$ 59.61
		Infrastructure Solutions Architect 2	\$ 66.11	\$ 66.11	\$ 72.11	
		Infrastructure Solutions Architect 3	\$ 76.47	\$ 76.47	\$ 83.47	
		System Administrator	System Administrator 1	\$ 37.40	\$ 37.40	\$ 40.40
		System Administrator 2	\$ 43.34	\$ 43.34	\$ 47.34	
		System Administrator 3	\$ 51.67	\$ 51.67	\$ 56.67	
Hampton Roads Region	IT Security	IT Security Analyst	IT Security Analyst 1	\$ 43.65	\$ 43.65	\$ 47.65
		IT Security Analyst 2	\$ 52.48	\$ 52.48	\$ 57.48	
		IT Security Analyst 3	\$ 55.35	\$ 55.35	\$ 60.35	
		IT Security Architect	IT Security Architect 1	\$ 43.11	\$ 43.11	\$ 47.11
		IT Security Architect 2	\$ 49.69	\$ 49.69	\$ 54.69	
Hampton Roads Region	IT Management Services	Business Continuity Planner	\$ 79.72	\$ 79.72	\$ 87.72	
		Business Process Reengineering	\$ 85.36	\$ 85.36	\$ 93.36	
		Enterprise Architect	\$ 106.70	\$ 106.70	\$ 116.70	
		IT Strategist	\$ 87.30	\$ 87.30	\$ 94.30	
		I.T. Auditor	I.T. Auditor 1	\$ 30.82	\$ 30.82	\$ 33.82
		I.T. Auditor 2	\$ 38.16	\$ 38.16	\$ 41.16	
		I.T. Auditor 3	\$ 46.40	\$ 46.40	\$ 50.40	
		I.T. Auditor 4	\$ 57.80	\$ 57.80	\$ 63.80	
		I.T. Auditor 5	\$ 72.22	\$ 72.22	\$ 79.46	



Regions	Job Category	Position	Bill Rates (Based on \$0 - \$50MM Contract Spend)			
			Legacy Staff Aug NTE Rate (\$/Hr)	Core Staff Aug NTE Rate (\$/Hr)	Mission Critical Staff Aug NTE Rate (\$/Hr)	
Northern Region	Applications	Programmer Analyst	Analyst 1	\$ 40.46	\$ 40.46	\$ 44.91
		Analyst 2	\$ 49.09	\$ 49.09	\$ 54.49	
		Analyst 3	\$ 70.21	\$ 70.21	\$ 77.93	
		Analyst 4	\$ 91.87	\$ 91.87	\$ 96.46	
		Analyst 5	\$ 95.64	\$ 95.64	\$ 100.42	
		Programmer	Programmer 1	\$ 39.21	\$ 39.21	\$ 43.52
		Programmer 2	\$ 47.84	\$ 47.84	\$ 53.10	
		Programmer 3	\$ 61.05	\$ 61.05	\$ 67.77	
		Programmer 4	\$ 70.21	\$ 70.21	\$ 76.59	
		Programmer 5	\$ 90.73	\$ 90.73	\$ 95.17	
		Software Test Analyst	Analyst 1	\$ 43.14	\$ 43.14	\$ 47.89
		Analyst 2	\$ 49.09	\$ 49.09	\$ 54.49	
		Analyst 3	\$ 61.05	\$ 61.05	\$ 67.77	
		Analyst 4	\$ 62.42	\$ 62.42	\$ 65.53	
		Analyst 5	\$ 76.48	\$ 76.48	\$ 79.25	
		Technical Writer	Technical Writer 1	\$ 29.64	\$ 29.64	\$ 32.90
		Technical Writer 2	\$ 33.41	\$ 33.41	\$ 37.03	
		Technical Writer 3	\$ 49.51	\$ 49.51	\$ 46.30	
		Business Analyst	Analyst 1	\$ 40.45	\$ 40.45	\$ 44.89
		Analyst 2	\$ 42.32	\$ 42.32	\$ 46.98	
		Analyst 3	\$ 55.22	\$ 55.22	\$ 61.90	
		Analyst 4	\$ 75.40	\$ 75.40	\$ 79.25	
		Analyst 5	\$ 85.10	\$ 85.10	\$ 89.57	
		System Analyst	Analyst 1	\$ 40.45	\$ 40.45	\$ 44.90
		Analyst 2	\$ 43.61	\$ 43.61	\$ 47.91	
		Analyst 3	\$ 56.94	\$ 56.94	\$ 63.20	
		Software Solutions Architect	\$ 82.60	\$ 82.60	\$ 91.63	
		Intelligent Transportation Systems Specialist	\$ 33.93	\$ 33.93	\$ 37.55	
		ERP Analyst	Analyst 1	\$ 40.12	\$ 40.12	\$ 44.53
		Analyst 2	\$ 55.39	\$ 55.39	\$ 61.48	
		Analyst 3	\$ 76.21	\$ 76.21	\$ 82.38	
		Analyst 4	\$ 91.16	\$ 91.16	\$ 101.19	
		Analyst 5	\$ 108.48	\$ 108.48	\$ 120.42	
		ERP Developer	ERP Developer 1	\$ 56.28	\$ 56.28	\$ 62.42
		ERP Developer 2	\$ 66.37	\$ 66.37	\$ 72.82	
		ERP Developer 3	\$ 82.87	\$ 82.87	\$ 91.29	
		ERP Developer 4	\$ 99.23	\$ 99.23	\$ 110.15	
		ERP Developer 5	\$ 119.13	\$ 119.13	\$ 132.30	
		ERP Database Administration	ERP DBA 1	\$ 60.37	\$ 60.37	\$ 67.01
		ERP DBA 2	\$ 69.39	\$ 69.39	\$ 77.02	
		ERP DBA 3	\$ 87.43	\$ 87.43	\$ 97.11	
		ERP DBA 4	\$ 107.89	\$ 107.89	\$ 119.76	
		ERP DBA 5	\$ 125.22	\$ 125.22	\$ 138.99	
		ERP Project Manager	ERP PM 1	\$ 107.87	\$ 107.87	\$ 119.74
		ERP PM 2	\$ 120.38	\$ 120.38	\$ 133.62	
		ERP PM 3	\$ 135.41	\$ 135.41	\$ 150.10	
		Geographic Information System	Geospatial Project Manager	\$ 77.15	\$ 77.15	\$ 85.47
		Analyst	\$ 87.16	\$ 87.16	\$ 95.38	
		Specialist 1	\$ 47.79	\$ 47.79	\$ 52.61	
		Specialist 2	\$ 45.71	\$ 45.71	\$ 50.00	
		Technician Trainee	\$ 25.79	\$ 25.79	\$ 28.75	
		Technician 1	\$ 27.75	\$ 27.75	\$ 30.30	
		Technician 2	\$ 30.53	\$ 30.53	\$ 33.88	
		Technician 3	\$ 43.51	\$ 43.51	\$ 47.69	
		Database Architect	Database Architect 1	\$ 61.30	\$ 61.30	\$ 68.05
		Database Architect 2	\$ 76.20	\$ 76.20	\$ 84.70	
		Database Architect 3	\$ 89.11	\$ 89.11	\$ 97.56	
		Database Architect 4	\$ 106.56	\$ 106.56	\$ 115.44	
		Data Warehouse Architect	Data Warehouse Architect 1	\$ 64.87	\$ 64.87	\$ 72.00
		Data Warehouse Architect 2	\$ 84.36	\$ 84.36	\$ 92.51	
		Data Warehouse Architect 3	\$ 96.57	\$ 96.57	\$ 104.34	
		Database Administrator	Database Administrator 1	\$ 50.34	\$ 50.34	\$ 55.88
		Database Administrator 2	\$ 56.93	\$ 56.93	\$ 63.08	
		Database Administrator 3	\$ 67.88	\$ 67.88	\$ 73.74	
		Database Administrator 4	\$ 89.11	\$ 89.11	\$ 97.56	
		Project Management	Project Manager 1	\$ 61.88	\$ 61.88	\$ 68.88
		Project Manager 2	\$ 72.55	\$ 72.55	\$ 79.55	
		Project Manager 3	\$ 87.14	\$ 87.14	\$ 94.14	
		Project Manager 4	\$ 109.34	\$ 109.34	\$ 119.34	
		Project Lead	Project Lead 1	\$ 48.67	\$ 48.67	\$ 53.93
		Project Lead 2	\$ 59.93	\$ 59.93	\$ 65.93	
		Project Coordinator	\$ 36.93	\$ 36.93	\$ 40.93	
		Independent Verification & Validation (IV&V) Specialist 1	\$ 127.65	\$ 127.65	\$ 127.65	
		Independent Verification & Validation (IV&V) Specialist 2	\$ 136.53	\$ 136.53	\$ 136.53	
		Network Administrator	Network Administrator 1	\$ 38.93	\$ 38.93	\$ 44.93
		Network Administrator 2	\$ 46.44	\$ 46.44	\$ 52.44	
		Network Administrator 3	\$ 50.46	\$ 50.46	\$ 56.46	
		Network Architect	Network Architect 1	\$ 60.27	\$ 60.27	\$ 66.27
		Network Architect 2	\$ 69.26	\$ 69.26	\$ 75.26	
		Network Architect 3	\$ 86.69	\$ 86.69	\$ 92.69	
		Network Engineer	Network Engineer 1	\$ 41.32	\$ 41.32	\$ 47.32
		Network Engineer 2	\$ 51.79	\$ 51.79	\$ 57.79	
		Network Engineer 3	\$ 61.33	\$ 61.33	\$ 67.33	
		Network Engineer 4	\$ 89.26	\$ 89.26	\$ 95.26	
		Public Safety Consultant	\$ 49.95	\$ 49.95	\$ 55.95	
		Radio Engineer	\$ 51.63	\$ 51.63	\$ 57.63	
		Customer/Technical Support	Help Desk 1	\$ 29.92	\$ 29.92	\$ 33.22
		Help Desk 2	\$ 31.09	\$ 31.09	\$ 34.51	
		Help Desk 3	\$ 36.62	\$ 36.62	\$ 40.65	
		Technical Support	Technical Support 1	\$ 31.21	\$ 31.21	\$ 34.65
		Technical Support 2	\$ 36.19	\$ 36.19	\$ 40.17	
		Technical Support 3	\$ 44.66	\$ 44.66	\$ 49.57	
		Infrastructure Solutions Architect	Infrastructure Solutions Architect 1	\$ 62.49	\$ 62.49	\$ 69.49
		Infrastructure Solutions Architect 2	\$ 75.65	\$ 75.65	\$ 83.65	
		Infrastructure Solutions Architect 3	\$ 87.51	\$ 87.51	\$ 96.51	
		System Administrator	System Administrator 1	\$ 42.80	\$ 42.80	\$ 47.90
		System Administrator 2	\$ 47.91	\$ 47.91	\$ 53.11	
		System Administrator 3	\$ 59.14	\$ 59.14	\$ 65.14	
		IT Security Analyst	IT Security Analyst 1	\$ 49.95	\$ 49.95	\$ 55.95
		IT Security Analyst 2	\$ 60.29	\$ 60.29	\$ 67.29	
IT Security Analyst 3	\$ 63.34	\$ 63.34	\$ 70.34			
IT Security Architect	IT Security Architect 1	\$ 49.33	\$ 49.33	\$ 54.33		
IT Security Architect 2	\$ 56.87	\$ 56.87	\$ 62.87			
Business Continuity Planner	\$ 84.36	\$ 84.36	\$ 91.36			
Business Process Reengineering	\$ 97.68	\$ 97.68	\$ 106.68			
Enterprise Architect	\$ 122.10	\$ 122.10	\$ 132.10			
IT Strategist	\$ 99.90	\$ 99.90	\$ 109.90			
IT Auditor	I.T. Auditor 1	\$ 35.24	\$ 35.24	\$ 39.79		
I.T. Auditor 2	\$ 43.66	\$ 43.66	\$ 48.03			
I.T. Auditor 3	\$ 53.10	\$ 53.10	\$ 58.41			
I.T. Auditor 4	\$ 65.07	\$ 65.07	\$ 71.19			
I.T. Auditor 5	\$ 82.66	\$ 82.66	\$ 90.92			

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Regions	Job Category	Position	Bill Rates (Based on \$0 - \$0MM Contract Spend)			
			Legacy Staff Aug	Core Staff Aug	Mission Critical Staff Aug	
			NTE Rate (\$/Hr)	NTE Rate (\$/Hr)	NTE Rate (\$/Hr)	
Southside Region	Applications	Analyst 1	\$ 32.44	\$ 32.44	\$ 36.01	
		Analyst 2	\$ 39.36	\$ 39.36	\$ 43.69	
		Analyst 3	\$ 56.29	\$ 56.29	\$ 62.48	
		Analyst 4	\$ 73.67	\$ 73.67	\$ 77.34	
		Analyst 5	\$ 76.68	\$ 76.68	\$ 80.52	
		Programmer 1	\$ 31.44	\$ 31.44	\$ 34.90	
		Programmer 2	\$ 38.36	\$ 38.36	\$ 42.58	
		Programmer 3	\$ 48.95	\$ 48.95	\$ 54.33	
		Programmer 4	\$ 56.29	\$ 56.29	\$ 61.41	
		Programmer 5	\$ 72.75	\$ 72.75	\$ 78.39	
		Software Test Analyst	Analyst 1	\$ 34.59	\$ 34.59	\$ 38.40
		Analyst 2	\$ 39.36	\$ 39.36	\$ 43.69	
		Analyst 3	\$ 48.95	\$ 48.95	\$ 54.33	
		Analyst 4	\$ 50.04	\$ 50.04	\$ 52.55	
		Analyst 5	\$ 61.32	\$ 61.32	\$ 63.55	
		Technical Writer	Technical Writer 1	\$ 23.76	\$ 23.76	\$ 26.38
		Technical Writer 2	\$ 26.79	\$ 26.79	\$ 29.74	
		Technical Writer 3	\$ 34.89	\$ 34.89	\$ 38.73	
		Analyst 1	\$ 32.43	\$ 32.43	\$ 36.00	
		Analyst 2	\$ 33.94	\$ 33.94	\$ 37.66	
		Analyst 3	\$ 44.28	\$ 44.28	\$ 48.15	
		Analyst 4	\$ 60.52	\$ 60.52	\$ 63.55	
		Analyst 5	\$ 68.40	\$ 68.40	\$ 71.81	
		System Analyst	Analyst 1	\$ 32.43	\$ 32.43	\$ 36.00
		Analyst 2	\$ 34.97	\$ 34.97	\$ 38.41	
		Analyst 3	\$ 45.65	\$ 45.65	\$ 50.67	
		Software Solutions Architect	\$ 66.23	\$ 66.23	\$ 73.52	
		Intelligent Transportation Systems Specialist	\$ 27.13	\$ 27.13	\$ 30.11	
		ERP Analyst	Analyst 1	\$ 32.16	\$ 32.16	\$ 35.70
		Analyst 2	\$ 44.01	\$ 44.01	\$ 49.30	
		Analyst 3	\$ 59.51	\$ 59.51	\$ 65.05	
		Analyst 4	\$ 73.10	\$ 73.10	\$ 81.14	
		Analyst 5	\$ 80.58	\$ 80.58	\$ 90.55	
		ERP Developer 1	\$ 45.17	\$ 45.17	\$ 50.09	
		ERP Developer 2	\$ 53.21	\$ 53.21	\$ 59.07	
		ERP Developer 3	\$ 66.45	\$ 66.45	\$ 73.75	
		ERP Developer 4	\$ 79.57	\$ 79.57	\$ 88.32	
		ERP Developer 5	\$ 95.57	\$ 95.57	\$ 106.08	
		ERP DBA 1	\$ 44.41	\$ 44.41	\$ 53.73	
		ERP DBA 2	\$ 55.43	\$ 55.43	\$ 61.75	
		ERP DBA 3	\$ 70.15	\$ 70.15	\$ 77.87	
		ERP DBA 4	\$ 86.51	\$ 86.51	\$ 96.02	
		ERP DBA 5	\$ 100.40	\$ 100.40	\$ 111.44	
		ERP PM 1	\$ 86.49	\$ 86.49	\$ 96.30	
		ERP PM 2	\$ 96.52	\$ 96.52	\$ 107.14	
		ERP PM 3	\$ 109.57	\$ 109.57	\$ 120.51	
		Geospatial Projects Manager	\$ 41.86	\$ 41.86	\$ 48.53	
		Analyst	\$ 49.84	\$ 49.84	\$ 55.63	
		Specialist 1	\$ 38.27	\$ 38.27	\$ 45.39	
		Specialist 2	\$ 52.68	\$ 52.68	\$ 58.32	
		Technician Trainee	\$ 20.68	\$ 20.68	\$ 23.05	
		Technician 1	\$ 22.25	\$ 22.25	\$ 26.70	
		Technician 2	\$ 24.48	\$ 24.48	\$ 27.17	
		Technician 3	\$ 35.89	\$ 35.89	\$ 36.63	
		Database Architect	Database Architect 1	\$ 49.15	\$ 49.15	\$ 54.56
		Database Architect 2	\$ 61.18	\$ 61.18	\$ 67.91	
		Database Architect 3	\$ 71.45	\$ 71.45	\$ 78.02	
		Database Architect 4	\$ 85.44	\$ 85.44	\$ 92.36	
		Data Warehouse Architect 1	\$ 52.01	\$ 52.01	\$ 57.73	
		Data Warehouse Architect 2	\$ 67.64	\$ 67.64	\$ 72.09	
		Data Warehouse Architect 3	\$ 77.43	\$ 77.43	\$ 83.66	
		Database Administrator	Database Administrator 1	\$ 40.86	\$ 40.86	\$ 44.80
		Database Administrator 2	\$ 45.57	\$ 45.57	\$ 50.50	
		Database Administrator 3	\$ 54.42	\$ 54.42	\$ 60.41	
		Database Administrator 4	\$ 71.45	\$ 71.45	\$ 75.02	
		Project Manager	Project Manager 1	\$ 45.61	\$ 45.61	\$ 49.61
		Project Manager 2	\$ 58.17	\$ 58.17	\$ 64.17	
		Project Manager 3	\$ 69.87	\$ 69.87	\$ 75.87	
		Project Manager 4	\$ 87.67	\$ 87.67	\$ 93.67	
		Project Lead 1	\$ 79.02	\$ 79.02	\$ 85.02	
		Project Lead 2	\$ 48.05	\$ 48.05	\$ 50.05	
		Project Lead 3	\$ 79.63	\$ 79.63	\$ 86.63	
		Project Coordinator	\$ 0	\$ 0	\$ 0	
		Independent Verification & Validation (IV&V) Specialist 1	\$ 102.35	\$ 102.35	\$ 102.35	
		Independent Verification & Validation (IV&V) Specialist 2	\$ 0	\$ 0	\$ 0	
		Independent Verification & Validation (IV&V) Specialist 3	\$ 109.47	\$ 109.47	\$ 109.47	
		Network Administrator	Network Administrator 1	\$ 28.01	\$ 28.01	\$ 26.01
		Network Administrator 2	\$ 37.24	\$ 37.24	\$ 37.24	
		Network Administrator 3	\$ 40.46	\$ 40.46	\$ 40.46	
		Network Architect	Network Architect 1	\$ 48.33	\$ 48.33	\$ 48.33
		Network Architect 2	\$ 55.54	\$ 55.54	\$ 55.54	
		Network Architect 3	\$ 69.51	\$ 69.51	\$ 69.51	
		Network Engineer 1	\$ 33.13	\$ 33.13	\$ 33.13	
		Network Engineer 2	\$ 41.52	\$ 41.52	\$ 41.52	
		Network Engineer 3	\$ 49.18	\$ 49.18	\$ 49.18	
		Network Engineer 4	\$ 66.75	\$ 66.75	\$ 66.75	
		Public Safety Consultant	\$ 40.05	\$ 40.05	\$ 40.05	
		Radio Engineer	\$ 41.39	\$ 41.39	\$ 41.39	
		Help Desk	Help Desk 1	\$ 23.99	\$ 23.99	\$ 26.63
		Help Desk 2	\$ 24.93	\$ 24.93	\$ 22.67	
		Help Desk 3	\$ 29.36	\$ 29.36	\$ 32.59	
		Technical Support	Technical Support 1	\$ 25.03	\$ 25.03	\$ 27.78
		Technical Support 2	\$ 29.01	\$ 29.01	\$ 32.21	
		Technical Support 3	\$ 35.80	\$ 35.80	\$ 39.74	
		Infrastructure Solutions Architect	Infrastructure Solutions Architect 1	\$ 50.11	\$ 50.11	\$ 58.11
		Infrastructure Solutions Architect 2	\$ 60.55	\$ 60.55	\$ 69.65	
		Infrastructure Solutions Architect 3	\$ 70.16	\$ 70.16	\$ 79.16	
		System Administrator	System Administrator 1	\$ 34.32	\$ 34.32	\$ 38.32
		System Administrator 2	\$ 37.93	\$ 37.93	\$ 42.93	
		System Administrator 3	\$ 47.41	\$ 47.41	\$ 52.41	
IT Security Analyst	IT Security Analyst 1	\$ 40.05	\$ 40.05	\$ 40.05		
IT Security Analyst 2	\$ 48.34	\$ 48.34	\$ 48.34			
IT Security Analyst 3	\$ 50.79	\$ 50.79	\$ 50.79			
IT Security Architect	\$ 39.55	\$ 39.55	\$ 39.55			
IT Security Architect 2	\$ 45.59	\$ 45.59	\$ 45.59			
Business Continuity Planner	\$ 67.64	\$ 67.64	\$ 67.64			
Business Process Reengineering	\$ 76.42	\$ 76.42	\$ 76.42			
Enterprise Architect	\$ 97.90	\$ 97.90	\$ 97.90			
IT Strategist	\$ 85.10	\$ 80.10	\$ 80.10			
I.T. Auditor	I.T. Auditor 1	\$ 28.26	\$ 28.26	\$ 31.19		
I.T. Auditor 2	\$ 35.01	\$ 35.01	\$ 36.11			
I.T. Auditor 3	\$ 42.58	\$ 42.58	\$ 46.93			
I.T. Auditor 4	\$ 52.58	\$ 52.58	\$ 57.84			
I.T. Auditor 5	\$ 66.27	\$ 66.27	\$ 72.90			



3. Referencing Exhibit D, page 3 of 4, remove the table entitled, "COV Region Table". Insert the following in its place: "COV Regions may be viewed at the following link:
<http://www.vccs.edu/WorkforceServices/WDSRegionalLocator/tabid/766/Default.aspx>"

The foregoing is the complete and final expression, as of the last date below, of the parties' agreement to modify Contract VA-100212-ZCS. Contract VA-100212-ZCS cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-100212-ZCS REMAIN UNCHANGED.

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

ZeroChaos

BY: 

NAME: Day Goin

TITLE: CFO

DATE: 9-20-2010

Commonwealth of Virginia

BY: 

NAME: Day Crenshaw

TITLE: VITA Source Manager

DATE: 9/27/10

**MODIFICATION #3
TO
CONTRACT NUMBER VA-100212-ZCS
BETWEEN THE
COMMONWEALTH OF VIRGINIA, through the
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
APC WORKFORCE SOLUTIONS, LLC**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", and APC Workforce Solutions, LLC, doing business as "ZeroChaos", hereinafter referred to as "Supplier" or "ZeroChaos", relating to Contract VA-100212-ZCS as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #3 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #3 is to document the parties' agreement to the following:

1. Under Section 19 "General Provisions", Section R entitled "Entire Contract", the following changes are made:
 - a. Remove reference to "Exhibit H – Subcontractor Services Agreement Mandatory Terms and Conditions for Subcontractor Agreements."
 - b. Replace reference to "Exhibit H (above)" with "Exhibit H-1 ZeroChaos Auxiliary Supplier Agreement" and "Exhibit H-2 ZeroChaos Supplier Agreement for Deliverable (SOW) Work"
2. Remove Contract Exhibit H in its entirety, entitled "Subcontractor Services Agreement Mandatory Terms and Conditions for Subcontractor Agreements", pages 1 through 26, from the contract. Exhibit H consists of the following sub-sections:
 - "ZeroChaos Auxiliary Supplier Agreement", pages 1 through 8 of 26,
 - Attachment 1 to the Auxiliary Supplier Agreement, "Supplier Worker Release of Background Investigation Results", page 9 of 26,
 - Attachment A – ZeroChaos Auxiliary Supplier Agreement, "Scope of Work (SOW)", page 10 of 26,
 - Attachment B – Ownership of Intellectual Property, page 11 of 26,
 - Attachment C, "Customer Specific Terms – Virginia Information Technology Agency (VITA)", pages 12 through 17 of 26,
 - Schedule C-1 to Attachment C for VITA – Rates and Fees, page 18 of 26,
 - Attachment C-2 to Attachment C for VITA – Background Checks, page 19 of 26,
 - Attachment C-3 to Attachment C for VITA – General Warranty, pages 20 through 21 of 26,
 - Attachment D – Loaned Customer Assets, pages 22 through 23 of 26,
 - Attachment D-1 – Loaned Items Attachment, page 24 of 26,

- Amendment to the Auxiliary Supplier Agreement, "Supplier's Election of a Fifteen (15) Day Early Payment Option", pages 25 through 26 of 26.
3. Replace the former Contract Exhibit H with the following two documents:
 - a. Exhibit H-1, entitled "ZeroChaos Auxiliary Supplier Agreement",
 - b. Exhibit H-2, entitled "ZeroChaos Supplier Agreement for Deliverable (SOW) Work"
 4. Referencing the table entitled "Service Fees" located in Contract Exhibit D, "page 2 of 4, under the heading "Staff Aug – Not to Exceed (NTE) Bill Rates:", make the following changes:
 - a. Under "Mission Critical Staff Aug NTE Rate (\$/Hr)", change the rate of Software Test Analyst, Analyst 3 to 59.04.
 - b. Under "Mission Critical Staff Aug NTE Rate (\$/Hr)", change the rate of Software Test Analyst, Analyst 4 to 61.05

The foregoing is the complete and final expression, as of the last date below, of the parties' agreement to modify Contract VA-100212-ZCS. Contract VA-100212-ZCS cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-100212-ZCS REMAIN UNCHANGED.

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

ZeroChaos

BY: 
 NAME: Doug Goins
 TITLE: CFO
 DATE: 6-1-2010

Commonwealth of Virginia

BY: 
 NAME: Susan Waddy
 TITLE: Director
 DATE: 6/2/2010

**MODIFICATION #2
TO
CONTRACT NUMBER VA-100212-ZCS
BETWEEN THE
COMMONWEALTH OF VIRGINIA, through the
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
APC WORKFORCE SOLUTIONS, LLC**

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", and APC Workforce Solutions, LLC, doing business as "ZeroChaos", hereinafter referred to as "Supplier" or "ZeroChaos", relating to Contract VA-100212-ZCS as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #2 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #2 is to document the parties' agreement to the following three items:

1. Referencing Contract Section 14.B, "Liability", on page 21 of 27, the parties agree to following change:

In the first paragraph, remove the complete second sentence, "Supplier's liability per occurrence shall be limited to the greater of two (2) times the annual value of this contract, or \$10,000,000." Replace this deleted sentence with, "Supplier's liability per occurrence shall be limited to two (2) times the annual value of this contract."

2. Remove the entire table found in Contract Exhibit D, entitled "Service Fees", page 2 of 4, under the heading "Staff Aug – Not to Exceed (NTE) Bill Rates:" and replace the deleted table with the following table:

Bill Rates (Based on \$0 - \$20000 Contract Spend)					
Applications	Programmer Analyst	Analyst 1	35.32	35.32	39.21
		Analyst 2	44.23	44.23	49.09
		Analyst 3	55.00	55.00	61.05
		Analyst 4	63.25	63.25	69.00
		Analyst 5	81.74	81.74	85.83
	Programmer	Programmer 1	36.45	36.45	40.46
		Programmer 2	43.10	43.10	47.84
		Programmer 3	63.25	63.25	70.21
		Programmer 4	82.77	82.77	86.90

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		Programmer 5	86.16	86.16	90.47
	Software Test Analyst	Analyst 1	38.87	38.87	43.14
		Analyst 2	44.23	44.23	49.09
		Analyst 3	55.00	55.00	61.05
		Analyst 4	56.23	56.23	59.04
		Analyst 5	68.90	68.90	71.40
	Technical Writer	Technical Writer 1	26.70	26.70	29.64
		Technical Writer 2	30.10	30.10	33.41
		Technical Writer 3	39.20	39.20	43.51
	Business Analyst	Analyst 1	36.44	36.44	40.45
		Analyst 2	38.13	38.13	42.32
		Analyst 3	49.75	49.75	55.22
		Analyst 4	68.00	68.00	71.40
		Analyst 5	76.85	76.85	80.69
	System Analyst	Analyst 1	36.44	36.44	40.45
		Analyst 2	39.29	39.29	43.16
		Analyst 3	51.30	51.30	56.94
		Software Solutions Architect	74.42	74.42	82.60
		Intelligent Transportation Systems Specialist	30.48	30.48	33.83
	Geographic Information System	Geospatial Projects Manager	69.50	69.50	77.00
		Analyst	56.00	56.00	62.50
		Specialist 1	43.00	43.00	51.00
		Specialist 2	59.20	59.20	62.16
		Technician Trainee	23.24	23.24	25.90
		Technician 1	25.00	25.00	30.00
		Technician 2	27.50	27.50	30.53
		Technician 3	39.20	39.20	41.16
Data Management	Database Architect	Database Architect 1	55.23	55.23	61.30
		Database Architect 2	68.74	68.74	76.30
		Database Architect 3	80.28	80.28	84.29
		Database Architect 4	96.00	96.00	104.00
	Data Warehouse Architect	Data Warehouse Architect 1	58.44	58.44	64.87
		Data Warehouse Architect 2	76.00	76.00	81.00
		Data Warehouse Architect 3	87.00	87.00	94.00
	Database Administrator	Database Administrator 1	45.35	45.35	50.34
		Database Administrator 2	51.20	51.20	56.83
		Database Administrator 3	61.15	61.15	67.88
Database Administrator 4		80.28	80.28	84.29	
Project Management	Project Manager	Project Manager 1	55.74	55.74	55.74
		Project Manager 2	65.36	65.36	65.36
		Project Manager 3	78.50	78.50	78.50

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		Project Manager 4	98.50	98.50	98.50
	Project Lead	Project Lead 1	43.85	43.85	43.85
		Project Lead 2	53.99	53.99	53.99
	Project Coordinator		33.27	33.27	33.27
	Independent Verification & Validation (IV&V) Specialist 1		115.00	115.00	115.00
	Independent Verification & Validation (IV&V) Specialist 2		123.00	123.00	123.00
Telecom and Computer Networking	Network Administrator	Network Administrator 1	31.47	31.47	31.47
		Network Administrator 2	41.84	41.84	41.84
		Network Administrator 3	45.46	45.46	45.46
	Network Architect	Network Architect 1	54.30	54.30	54.30
		Network Architect 2	62.40	62.40	62.40
		Network Architect 3	78.10	78.10	78.10
	Network Engineer	Network Engineer 1	37.23	37.23	37.23
		Network Engineer 2	46.65	46.65	46.65
		Network Engineer 3	55.25	55.25	55.25
		Network Engineer 4	75.00	75.00	75.00
	Public Safety Consultant		45.00	45.00	45.00
Radio Engineer		46.50	46.50	46.50	
Customer/Technical Support	Help Desk	Help Desk 1	26.96	26.96	29.92
		Help Desk 2	28.01	28.01	31.09
		Help Desk 3	32.99	32.99	36.62
	Technical Support	Technical Support 1	28.12	28.12	31.21
		Technical Support 2	32.60	32.60	36.19
		Technical Support 3	40.23	40.23	44.66
	Infrastructure Solutions Architect	Infrastructure Solutions Architect 1	56.30	56.30	56.30
		Infrastructure Solutions Architect 2	68.15	68.15	68.15
		Infrastructure Solutions Architect 3	78.83	78.83	78.83
	System Administrator	System Administrator 1	38.56	38.56	38.56
System Administrator 2		42.62	42.62	42.62	
System Administrator 3		53.27	53.27	53.27	
IT Security	IT Security Analyst	IT Security Analyst 1	45.00	45.00	45.00
		IT Security Analyst 2	54.31	54.31	54.31
		IT Security Analyst 3	57.06	57.06	57.06
	IT Security Architect		44.44	44.44	44.44
	IT Security Architect 2		51.23	51.23	51.23
IT Management Services	Business Continuity Planner		76.00	76.00	76.00
	Business Process Reengineering		88.00	88.00	88.00
	Enterprise Architect		110.00	110.00	110.00
	IT Strategist		90.00	90.00	90.00

R

3. Referencing Contract Exhibit D, entitled "Service Fees", page 2 of 4, the parties agree to the following changes:

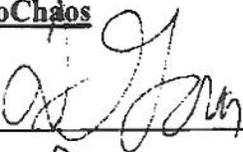
- A. At the top of page 2 of 4, in the sentence, "Refer to Exhibit D-1 for the Job Descriptions and Technology Categories", replace "D-1" with "D-2".
- B. Delete the entire "Exhibit D-1" document, and replace with "Exhibit D-2", entitled "IT Contingent Labor Job Descriptions and Technology Classifications" (Exhibit D-2 Job Descriptions ZeroChaos.doc).

The foregoing is the complete and final expression, as of the last date below, of the parties' agreement to modify Contract VA-100212-ZCS. Contract VA-100212-ZCS cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-100212-ZCS REMAIN UNCHANGED.

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

ZeroChaos

BY: 

NAME: Doug Goins

TITLE: CFO

DATE: 5-25-2010

Commonwealth of Virginia

BY: 

NAME: Susan Woolley

TITLE: Director, SEM

DATE: May 25, 2010

Contract No. VA-100212-ZCS, Exhibit G

**MODIFICATION 1: EXHIBIT G IMPLEMENTATION PLAN
CONTRACT NUMBER VA-100212-ZCS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
APC Workforce Solutions, LLC (doing business as "ZeroChaos")**

Modification 1 is hereby incorporated into and made an integral part of Contract Number VA-100212-ZCS ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and APC Workforce Solutions, LLC (doing business as "ZeroChaos") ("Supplier").

In the event of any discrepancy between this Modification 1 and Contract No. VA-100212-ZCS, the provisions of Contract No. VA-100212-ZCS shall control. The purpose of this Modification 1 is to incorporate the following as Exhibit G of the Contract:

1 INTRODUCTION

1.1 Purpose

The purpose of this Exhibit is to outline the implementation plan by which ZeroChaos will provide a workforce management program to agencies, institutions and other public bodies within the Commonwealth of Virginia that provides an effective and efficient process for procuring IT staff augmentation and deliverables-based consulting services for IT projects. The program will be made up of a talent management system as well as the necessary resources and business processes to manage the program.

1.2 System Overview

The program will be based on ZeroChaos' proprietary web-based talent management application, ZC Web. ZC Web will be available to any authorized Commonwealth agency or institution users as well as any other authorized public body users. The system will interface directly with eVA, ensuring no duplicate data entry. The system will be fully installed, operational and available for use by all authorized users no later than June 1, 2010.

2 MANAGEMENT OVERVIEW

ZeroChaos has assigned a dedicated implementation team that will consist of Project Managers, Implementation Analyst and SME's when applicable.

2.1 Description of Implementation

The implementation consists of five phases: Planning, Discovery, Design, Execution, and Testing & Acceptance. The program will launch with receiving requisitions by June 1, 2010. The system will be fully functional including resource time reporting and invoicing by July 1, 2010.

2.2 Major Tasks

Major milestones for the implementation are defined below:

Planning

Detailed Implementation Plan specific to Commonwealth program

Target date: 3/5/2010

	ZeroChaos	VITA
Propose detailed implementation plan	X	
Review and provide input		X
Revise	X	
Approve detailed implementation plan		X

Contract No. VA-100212-ZCS, Exhibit G

Change Management Plan

Target date: 3/5/2010

This is the plan that governs communication, training schedules and change management activities throughout the implementation process.

	ZeroChaos	VITA
Propose change management plan	X	
Review and provide input on communications plan, training schedule and change management activities		X
Revise	X	
Approve change management plan		X

Discovery

Production data collected/validated

Target date: 4/10/2010

This is the phase where supplier collects the current state data (census data) from the Commonwealth in order to analyze and document the current environment which will support key activities during the implementation.

	ZeroChaos	VITA
Data template provided	X	
Review template and provide data		X
Review and validate data	X	

Design

The operational process document

Target date: 4/13/2010

Through a series of workshops this is the phase where supplier will document the current state of operations, recommend best practices, understand the Commonwealth desired state and agree on the future state.

	ZeroChaos	VITA
Conduct workshops	X	
Participate and provide input for desired operation		X
Document future state operations based on input	X	
Review and approve agreed to operational process document		X

The future state process document

Target date: 4/13/2010

This is the phase where supplier designs the future state process based upon information gathered and agreed upon during the Operational Analysis phase.

	ZeroChaos	VITA
Document and propose future state process	X	
Review and provide input		X
Revise	X	
Approve future state process document		X

Contract No. VA-100212-ZCS, Exhibit G

The financial process document

Target date: 4/13/2010

This is the phase where supplier designs the invoicing process for the program.

	ZeroChaos	VITA
Document and propose financial process document	X	
Review and provide input		X
Revise	X	
Approve financial process document		X

Documented requirements and development plan

Target date: 4/13/2010

This is the phase where supplier will gather and document any system integration requirements and propose to the Commonwealth the development plan for approval.

	ZeroChaos	VITA
Facilitate collection of system integration requirements	X	
Document requirements and propose development plan	X	
Review and provide input		X
Revise	X	
Approve		X

All processes approved

Target date: 4/13/2010

This phase results in the Standard Operating Procedures that govern the future state of the live program and include deliverables from previous Design phases.

	ZeroChaos	VITA
Document and propose standard operating procedures	X	
Review and provide input		X
Revise	X	
Approve		X

Execution

ZC Web configured for the future state design

Target date: 5/14/2010

This is the phase where supplier configures its ZC Web application per the future state design developed during the Design phase.

	ZeroChaos	VITA
Configure ZC Web for agreed to future state design	X	

ZC Web modified for all data integration requirements

Target date: 5/14/2010

This is the phase where supplier develops all integration requirements in ZC Web.

	ZeroChaos	VITA
Modify ZC Web for all agreed to system integration requirements	X	

Contract No. VA-100212-ZCS, Exhibit G

Completed subcontractor arrangements and supplier profiles in ZC Web Target date: 4/16/2010
 This is the phase where supplier will enroll incumbent subcontract suppliers as well as any new subcontract suppliers that are required to meet the service requirements.

	ZeroChaos	VITA
Enroll suppliers – signed subcontractor agreements and profiles in ZC Web	X	

Testing & Acceptance

Integration testing Target date: 5/14/2010
 This is the phase where testing of required integration will take place.

	ZeroChaos	VITA
Perform testing	X	

UAT testing Target date: 5/14/2010
 This is the phase where end to end system testing will take place.

	ZeroChaos	VITA
Perform testing		X
Provided feedback on testing		X
Modify/revise based on feedback	X	
Approve system testing – ready for production		X

Training material and user guides customized for the Commonwealth's program Target date: 5/5/2010
 This is the phase where training material is finalized.

	ZeroChaos	VITA
Propose training materials and user guides	X	
Review and provide input		X
Revise	X	
Approve training materials and user guides		X

Training:

Subcontract suppliers Target date: 5/21/2010

Commonwealth managers Target date: 5/27/2010

Incumbent resources Target date: 6/30/2010

This is the phase where supplier will train Commonwealth managers, subcontracting suppliers and incumbent resources on the program process and ZCWeb technology.

	ZeroChaos	VITA
Conduct training	X	
Attend and provide feedback		X

Contract No. VA-100212-ZCS, Exhibit G

Modify training if needed	X	
---------------------------	---	--

Go-live decision

Target date: 5/30/2010

Approval to begin using the program and system for the acquisition of staff aug and SOW based resources.

	ZeroChaos	VITA
Declare state of readiness and propose "go-live" decision	X	
Review and provide input		X
Revise	X	
Approve		X

System launch:

Receiving requisitions

Due date: 6/1/2010

Fully functional including resource time reporting and invoicing

Due date: 7/1/2010

Begin using the program and system for the acquisition of staff aug and SOW based resources.

	ZeroChaos	VITA
Launch system	X	
Begin using production system		X

3 IMPLEMENTATION SUPPORT

The ZeroChaos Implementation team will need two Commonwealth configured laptops and meeting/workspace to include one phone line through August 31, 2010.

3.1 Key Resources

Michael Werblun, Senior Vice President, Business Development 50% time

Michael will act as the executive sponsor for the account. Michael is responsible for ensuring all required supplier resources are provided during the implementation. Michael is the highest level of escalation during the implementation.

Andrea Myers, Vice President, Enterprise Solutions 25% time

Andrea provides overall strategic guidance, ensuring key milestones are on track. Andrea is a point of escalation with regards to the overall execution of the implementation plan.

Bonnie Pettway, Director, Professional Services 100% time

Bonnie oversees the day-to-day implementation process and facilitates both internal and external decision-making processes. Bonnie will transition to be the dedicated Commonwealth program manager on site once the program is live to ensure continuity from implementation to operations. Bonnie is the point of contact for process items.

Jenifer Sargent, Implementation Manager 100% time

Jennifer facilitates the day-to-day operation of the implementation. Leads team meetings and is responsible for the overall project management of the implementation. Jennifer is the primary point of contact during the implementation.

Andrew Post, IT Director/Technology 40% time

Andrew is responsible for the overall system implementation of the VMS tool and provides best practices in technology functionality. Andrew is the primary point of contact for technical issues.

Contract No. VA-100212-ZCS, Exhibit G

3.3 Performance Monitoring

ZeroChaos will have weekly status calls with the Commonwealth project team and track, report and resolve all performance relating to the implementation project.

4 FEES

4.1 Fees

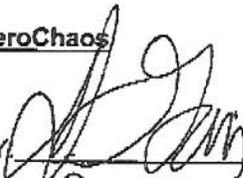
ZeroChaos will not charge the Commonwealth for any implementation costs, including but not limited to travel and expense. Any costs incurred by ZeroChaos in implementing Exhibit G will be the responsibility of ZeroChaos.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-100212-ZCS. Contract VA-100212-ZCS cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-100212-ZCS REMAIN UNCHANGED.

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

ZeroChaos

BY: 

NAME: Doug Fair

TITLE: CFO

DATE: 5-19-2010

Commonwealth of Virginia

BY: 

NAME: Susan S. Woolley

TITLE: Director, SCM

DATE: 5/25/2010

Information Technology Services Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

APC Workforce Solutions, LLC (doing business
as “ZeroChaos”)

**INFORMATION TECHNOLOGY SERVICES CONTRACT
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INFORMATION TECHNOLOGY MANAGED SERVICE PROVIDER CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

THIS INFORMATION TECHNOLOGY SERVICES 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 APC Workforce Solutions, LLC (doing business as "ZeroChaos"), ("Supplier"), a Florida Limited Liability Company headquartered at 420 S. Orange Avenue Suite 600 Orlando, FL 32801 to be effective as of February 12, 2010 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide services ("Services") to the Authorized Users. This contract sets forth the terms and conditions under which Supplier will provide and manage IT consulting and staff augmentation services to the authorized users. Supplier will serve as a Managed Service Provider (MSP) for information technology services for the Commonwealth and all authorized users under this contract. The parties agree and understand that the Supplier is acting as an independent contractor and not as an agent of VITA, the Commonwealth or any Authorized User in the performance of this Contract.

The Supplier will provide a Vendor Management System (VMS) that is accessible by end users through the Internet. Supplier agrees that it will be fully liable, in accordance with the terms of this Contract, for all work performed and all deliverables rendered to any Authorized User under this Contract, including IT consulting, staff augmentation and any statements of work.

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 or in the applicable Statement of Work.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

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

D. Confidential Information

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

E. Deliverable

The tangible embodiment of the Services provided under this contract or any applicable SOW, including the development or creation of Work Product, performed or provided by any subcontractor to the Supplier as identified in an order or any applicable Statement of Work. Deliverable also means the tangible embodiment of the Subcontractor Services performed or provided by a Subcontractor.

F. Party

Supplier or MSP, VITA, or any Authorized User.

G. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables as set forth in Exhibit A and/or any order or any applicable Statement of Work and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

H. Service

Any work performed or service provided, including provision to the Authorized User of any Deliverable, provided by Supplier or any subcontractor under this Contract pursuant to an order or applicable Statement of Work or as described in the applicable documentation, Supplier's Proposal and such other parameters, characteristics, or performance standards for the provision of services that may be agreed upon in writing by the Parties. Service includes the discovery, creation, or development of Work Product, if any.

I. Statement of Work (SOW)

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

J. Subcontractor

Any entity which Supplier has entered a subcontractor contract, (pursuant to the Subcontractor Agreement in Exhibit H), to provide the resources to perform the various Subcontractor Services required during the term of the Contract.

K. Subcontractor Service

Any work performed or service provided, including any Deliverable described in the applicable order or SOW attached thereto, by a Subcontractor to the Supplier.

L. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier) responsible for managing a base of subcontractors who provide the resources to perform the various IT services required during the term of the Contract. Supplier is an independent contractor under this contract and Supplier or any of its Subcontractors, agents or employees are not employees of VITA, the Commonwealth or any Authorized User for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, unemployment compensation or workers' compensation. Supplier retains sole and discrete discretion in the manner and means of carrying out Supplier's activities and the activities and responsibilities of any of Supplier's subcontractors, agents or employees under this contract, except to the extent specified in this contract.

M. Supplier Deliverable

The tangible embodiment of the Services provided or performed by Supplier

N. Supplier's Proposal

Proposal submitted by Supplier and accepted by VITA, attached hereto as Exhibit A that describes the Services to be provided by Supplier

O. Work Product

The discovery, creation or development of Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier or any subcontractor, or jointly by Supplier and any subcontractor and an Authorized User(s) in the performance of this Contract. Work Product shall not include configuration of software.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA, in its sole discretion, may extend this Contract for up to three (3) 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 issued during the term of this Contract 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 Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order 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. Upon termination, VITA shall have no future liability for any IT consulting or staff augmentation services rendered by Supplier or any subcontractor beyond the termination date. VITA and any authorized user will only be responsible for payment for work completed and accepted before the termination date.

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 thirty (30) 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 thirty (30) 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 a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement 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 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 any SOW, order or 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. VITA and any authorized user will pay for all services and/or deliverables received and accepted prior to the date of the legislation action.

E. Effect of Termination

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

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition the management of Services to any other supplier with whom VITA or such Authorized User contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

Transition Plan Upon Expiration or Termination

At VITA's request, Supplier shall provide a transition plan to VITA at least one hundred and twenty (120) days prior to the effective date of termination. The transition plan will provide for the orderly transition and migration to VITA or VITA's designated third party, of all services then being performed or provided by Supplier hereunder. Supplier will continue to provide Services to VITA and all Authorized Users until the transition is complete. Each party will cooperate fully and in good faith with the other and/or its designees, so that the transition of Services rendered under this Contract shall be timely and efficient and implemented in a manner so as not to interfere with VITA or any Authorized User's orderly conduct of business.

The transition plan, as provided in Exhibit I, shall include the following:

Contractor's plan for phase in training

The nature and extent of phase-in, phase-out services required and negotiate in good faith a plan with a successor for the phase-in, phase-out services required.

Contractor will exercise its best efforts and cooperation to effect and efficient transition to a successor.

The plan shall specify a plan for knowledge transfer and a date for transferring responsibilities for work performed under the Services; the plan shall be subject to VITA's approval.

The plan will detail how Supplier will provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services required under this Contract are maintained at the required service levels.

All Commonwealth Confidential Information shall be promptly delivered or returned (as applicable) to VITA or at VITA's written request destroyed and so certified by Supplier.

All documents, records, books, tapes, disks and files provided by VITA (which have not been disposed of with VITA's permission) shall be returned to VITA in substantially the same condition as received, ordinary usage excluded.

Supplier will provide VITA with reasonably detailed specifications for all hardware, software or other equipment VITA will require to properly assume and perform the Services previously performed by Supplier under this Contract. This will include a complete list of all software by versions then being used by Supplier in connection with the Services hereunder. Supplier will reasonably assist VITA in the installation of any such hardware or equipment obtained by VITA in connection with the transition plan.

If during the course of this Contract, Supplier has developed any software program(s) for use by Supplier in providing the Services hereunder or for VITA to which Supplier has retained ownership, Supplier will grant to VITA a nonexclusive, nontransferable, perpetual license to use the software program(s) including all documentation. VITA and Supplier shall enter into an agreement in form and substance reasonably satisfactory to Supplier and VITA containing such terms and conditions as may be appropriate for such a transaction.

Supplier will assist VITA to obtain any necessary rights to access, run, copy or otherwise use any third party software then being used by Supplier in connection with providing the Service hereunder.

Supplier will deliver to VITA copies of existing documentation relating to the Service provided hereunder and as appropriate, including third party documentation.

Supplier will deliver to VITA all VITA data in a format or formats reasonably acceptable to VITA in order to eliminate or minimize the effort required to manually enter data or re-key information.

Supplier will assist VITA by providing training for VITA employees who will be assuming responsibility for the Services previously provided by Supplier hereunder

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship,

responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SERVICES

A. Nature of Services and Engagement

Supplier is an independent contractor engaged to provide IT consulting and staff augmentation services, including but not limited to the management of the IT consulting and staff augmentation system and management of the Subcontractor base. This Contract is optional use and non-exclusive and all Authorized Users.

B. Implementation Phase of Contract

The Implementation Phase, as outlined in Exhibit G, should be no more than 90 days from the Execution Date. During this 90 day Implementation Phase, Supplier will not be required to track and report on performance measures as defined in Exhibit F.

C. Statement of Work (SOW)

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

D. Change Orders

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

E. Acceptance

Service(s) shall be deemed accepted when the Authorized User determines that such services provided by Supplier meets the Requirements set forth in the applicable SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with

any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within fifteen (15) days, or within such other period as set forth in the applicable SOW, after receipt of the Service. Acceptance testing will be no longer than ninety (90) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in the applicable Exhibit B. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and 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.

F. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and thereafter re-submit such non-conforming Service for re-testing within fifteen (15) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier or Supplier's subcontractor fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Services; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided thereunder by Supplier or its subcontractor.

5. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

A. Work Product

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

Supplier or its subcontractors shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

The Commonwealth hereby grants to Supplier a perpetual, royalty free, irrevocable, worldwide, non-exclusive license to use and to allow others to use Work Product created in the course of this Contract (including, but not limited to, using and licensing the Work Product for engagements with other clients), and to create derivate works of such Work Product.

B. Ownership

Supplier agrees that, whether or not the Services are considered “works made for hire” or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and shall remain the sole and exclusive property of the Commonwealth of Virginia and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees and will require all Subcontractors to agree that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product. Supplier agrees that it shall require all Subcontractors to promptly and fully disclose to the ordering Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Subcontractor or any of its employees, either solely or jointly with others, during the term of this Contract, which in any way relates to the business of such Authorized User.

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

All Subcontractor Services performed hereunder shall include delivery of all source and object code and all executables and documentation. Supplier agrees that it shall require all Subcontractors to provide the ordering Authorized User a copy of the most recent source code at all times.

C. Pre-existing Work

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

D. Return of Materials

Upon termination of this Contract, Supplier agrees to and will require all Subcontractors to immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's or any Subcontractor's possession, custody or control. All data generated under this contract is the property of the Commonwealth. If this contract is terminated for any reason, Supplier has an absolute obligation to return all data to the Commonwealth in the electronic format requested by the Commonwealth.

6. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel and Subcontractor personnel performing Services under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach. If any authorized user has to remove Supplier or subcontractor-placed personnel for any reason, Supplier must propose a similarly skilled and similarly priced replacement within 5 working days of the removal of the Supplier or subcontractor-placed personnel.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier, or any of its agents, contractor, or subcontractor, is and shall be the employer of Supplier personnel and shall have the sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel. The parties agree that the employees, contractors or agents of one party shall not be deemed or construed to be the employees, contractors or agents of the other party for any purposes whatsoever.

C. Supplier Key Personnel

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

D. Subcontractors

If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order or SOW to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any Services to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

7. GENERAL WARRANTY

With respect to the Services provided by Supplier and Supplier's Subcontractors Supplier represents and warrants the following:

A. Ownership

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

B. Supplier's Viability

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

C. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

D. Performance

All Contract Services and Subcontractor Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables, Subcontractor Services and Services furnished under this Contract;

Performance Reporting. Supplier will report performance measures to VITA which are defined in Exhibit F. Upon Execution of the Contract, Supplier reporting of performance measures will be due to VITA (i) beginning 30 days following the 90 day Implementation Phase, (ii) Supplier will provide monthly reports for the next three months; (iii) thereafter Supplier will provide performance reports to VITA on a quarterly basis.

Services pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;

The Services and Subcontractor Services and Deliverables shall meet or exceed the Requirements and shall be performed in a professional manner;

The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

E. Performance Service Standards and Remedies

Supplier will meet or exceed the Service levels detailed in Exhibit F, attached hereto. In the event Supplier fails to meet the Service levels, Supplier agrees to the following remedies:

At Risk Amount shall mean fifty percent (50%) of the Quarterly Services Fees for each Measurement Window, and which shall be the amount that Supplier will have at risk for the SLA Performance Pool for such Measurement Window, as set forth in Exhibit F.

Pool Percentage Available for Allocation shall mean one hundred (100) percentage points to be allocated among the SLA categories.

Allocation of Pool Percentage shall mean the portion of the Pool Percentage Available for Allocation that is specified for any particular SLA category (as set forth in Exhibit F (Service Levels)) in the event of a Performance Level Default for such SLA category. In no event will VITA allocate to any single SLA category more than twenty five (25) percentage points of the Pool Percentage Available for Allocation.

Supplier shall perform the Services at or above the Target Service Levels as set forth in Exhibit F, and if Supplier fails to do so Supplier shall take corrective actions and be subject to the other remedial measures specified herein.

Supplier will be responsible for reporting any incident that appears likely to result in a failure to meet any SLA, within eight (8) business hours of Supplier becoming aware of such incident.

Supplier will promptly investigate and remediate all performance-related failures associated with Service Levels. Remediation process includes: identification and documentation of the issue, identification and documentation of the root cause, documentation of appropriate corrective action and resolution plan, and periodic status reporting of resolution results for 30 days from notification of failure. If deficiency is not remedied within 30 days from notification date VITA shall have the right to receive Performance Credits as defined in Exhibit F.

F. Malicious Code

Supplier agrees and shall require its Subcontractors to agree that they have used commercially reasonable through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has agreed and required its Subcontractors to agree that they have used the best available means to scan any media on which Deliverables are provided to the Authorized User.

G. Limited Warranty Period and Remedy

During the warranty period of 180 days from date of Acceptance of final deliverable, or as specified in the applicable SOW, Supplier warrants that the Services or Deliverables provided by its Subcontractors shall meet or exceed the Requirements. Supplier agrees and shall require its Subcontractors to agree that they shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. Supplier agrees and shall require its Subcontractors to agree that if they are unable to make the Service/Deliverable conform, in all material respects, to the Requirements within fifteen (15) days, or as specified in the applicable SOW, following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

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.

8. TRAINING AND DOCUMENTATION

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

9. ORDERS AND COMPENSATION

A. Reserved

B. Order

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (www.eva.virginia.gov). 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:

Purchase Order (PO): An official PO form issued by an Authorized User.

Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

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

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

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

C. Purchase Price, Price Protection and Benchmark

Exhibit D sets forth the fees and the appropriate Commonwealth discounts. Supplier management fees shall not increase and discounts shall not decrease for a period of not less than one year from the Effective Date. Thereafter, any increase or decrease in fees in price shall be limited to once per twelve (12) month period.

The Parties will, beginning one year from the Effective Date of the Contract, measure billing rates under this Contract as compared with other organizations receiving similar services, ("Benchmark"). The Benchmark must conduct all Benchmarks in a given Contract year at the same time and may not Benchmark Services more than once per Contract year. The Supplier will maintain a subscription to the Economic Resource Institute (ERI), PeopleTicker, or similar service, that meets VITA approval, for the purpose of obtaining an objective measurement and comparison process of Supplier provided billing rates and market rates for similar services that are currently available within the Commonwealth. The Supplier will make this subscription available to VITA or its designee. The Supplier will deliver the results of the Benchmark (the "Benchmark Results") in a written report to VITA. Any adjustments, as a result of the Benchmark, will be subject to the approval of the parties in writing.

D. Invoice Procedures

For a time and materials type order with a period of performance expected to exceed one (1) month, Supplier shall submit invoices to the ordering Authorized User monthly in arrears, unless otherwise specified in such order. For a SOW, Supplier shall invoice in accordance with the milestone payment schedule, if any, in the applicable SOW; if such SOW does not include a milestone payment schedule, Supplier shall invoice after all Deliverables or Services or Subcontractor Services have been accepted by the ordering Authorized User. No invoice shall include any costs other than those identified in the executed order or SOW, which costs shall be in accordance with Exhibit D. Travel expenses must be itemized as a separate line item on all invoices. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit D, or as noted in any executed order or SOW referencing this Contract. Any expenses incurred by Supplier prior to the effective date of the order shall not be billed to or reimbursed by the Authorized User. Invoices issued by the Supplier shall identify at a minimum:

Deliverable or Service type, or project milestone, and description

Quantity, charge and extended pricing for each Deliverable and/or Service item or milestone; or, for a time and materials type order or SOW, the name(s) of the assigned employee(s), the hourly rate(s), and the number of hours worked;

Applicable order date or SOW date

This Contract number and the applicable order number

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.

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

E. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Services or Subcontractor Services have been performed or milestones have met Acceptance criteria. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid, except in accordance with a milestone payment schedule. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

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

F. Overtime Policy

No overtime premiums will be paid to Supplier for Subcontractor Services or work which is performed after normal business hours (8:00 a.m. EST – 5:00 p.m. EST) in order to

complete a task on time, unless otherwise agreed to in writing in advance by the Authorized User.

G. Reimbursement of Expenses

If allowable pursuant to an Authorized User's SOW, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102008.pdf, or a successor URL(s)).

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

10. REPORTING

A. 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 [VITA:Supplier / Vendor Reporting Requirements](#). 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 [VITA:Supplier / Vendor Reporting Requirements](#).

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

B. 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.

11. SUPPLIER COMMUNICATION

Steering Committee

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier. The Management Guidelines, as outlined in Exhibit J, provides the structure to manage the relationship between the Steering Committee and the Supplier's management personnel.

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

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

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

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

Supplier Diversity Council

Supplier agrees to participate in a Supplier Diversity Council. A meeting of the Supplier Diversity Council is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict amongst the Supplier, VITA, and the SWaM community. A VITA Supplier Diversity Program Manager will conduct any meeting of the Supplier Diversity Council.

A Supplier Diversity Council for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Supplier Diversity Council, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team.

12. ESCROW

Supplier shall maintain copies of all Software source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit L (Escrow Agreement). VITA acknowledges

that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed Escrow Agreement to ensure that such Escrow Agreement does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically identified and listed in Exhibit B to the Escrow Agreement and include the most current version used by all Authorized Users of:

- i. the source code for the Software,
- ii. all Documentation related thereto as well as all necessary and available information, proprietary information in English, and
- iii. technical Documentation in English which shall enable VITA, any Authorized User, or an Agent of VITA or any Authorized User to create, maintain and/or enhance the Software without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Supplier tools required to enable VITA and all Authorized Users to continue to use the Software.

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on Exhibit B of the Escrow Agreement upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's default under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow account and the contents mentioned above.

Subject to the information and materials listed on Exhibit B of the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, which is an agreement supplementary hereto, Supplier hereby grants to the Commonwealth a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed hereunder, along with all related documentation.

Any Authorized User which is not 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 may require Supplier to execute an additional escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the escrow agreement. Subject to the information and materials listed in such escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed to such Authorized User, along with all related documentation.

13. CONFIDENTIALITY

A. Treatment and Protection

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

B. Exclusions

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

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

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

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

D. Confidentiality Statement

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

14. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, or any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all third party claims,

demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services or Deliverables provided by Supplier or subcontractor of Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services, Subcontractor Services or Deliverables. Selection and approval of counsel and approval of any settlement shall be in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

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

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

B. Liability

Supplier shall have liability with respect to (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) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations. Supplier's liability per occurrence shall be limited to the greater of two (2) times the annual value of this contract, or \$10,000,000. Supplier agrees that it is



fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL 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.

15. INSURANCE

In addition to the insurance coverage required by law as specified in the URL identified in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry, and Supplier shall require all subcontractors under this Contract, which have signed a Subcontractor Agreement found in Exhibit H, to carry, errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence, unless otherwise agreed to in an order under this Contract.

16. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

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

17. IMPORT/EXPORT

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.

18. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract on

notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. 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 has assumed this Contract through the bankruptcy proceedings and with permission of the Bankruptcy Court or Supplier rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Parties that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection of this contract shall not be a breach of this Contract and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

19. 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 or Subcontractors, 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, its employees or Subcontractors. 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 aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier'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 E hereto.

D. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this

Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

E. Dispute Resolution

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

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

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

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

F. Advertising and Use of Proprietary Marks

Supplier agrees and shall require its Subcontractors to agree that they shall not use the name of VITA or any Authorized User's name 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 nor any of its Subcontractors 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 by e-mail, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses (including e-mail addresses) shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

H. No Waiver

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

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract,

delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

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

J. Captions

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

K. Severability

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

L. Survival

The provisions of this Contract regarding License, Rights To Work Products, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

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

N. Remedies

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

O. Right to Audit

VITA reserves the right to audit those Supplier or the records of any of Supplier's Subcontractors 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:

Three (3) years from Service performance date;

Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

Excludes access to Supplier cost information.

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

P. Offers of Employment

During the first twelve (12) months of the Contract, neither party to the contract shall hire an employee of the other who has substantially worked on any project covered by this Contract, without prior written consent by both parties.

Q. Contract Administration

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

R. Entire Contract

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

Exhibit A	Service Requirements
Exhibit B	Statement of Work (SOW) Template
Exhibit C	Change Order Template
Exhibit D	Service Fees
Exhibit E	Certification Regarding Lobbying
Exhibit F	Performance Service Standards (SLAs)
Exhibit G	Implementation Plan
Exhibit H	Subcontractor Services Agreement Mandatory Terms and Conditions for Subcontractor Agreements
Exhibit I	Transition Plan
Exhibit J	Management Guidelines
Exhibit K	American Recover and Re-investment Act
Exhibit L	Escrow Agreement

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 SOWs, Exhibit D.

Any modification to an order or SOW that extends the period of performance or increases the value of such order or SOW shall, absent the prior written approval of VITA, be voidable by VITA, in its sole discretion. If an order or SOW is voided by VITA, such order or SOW shall no longer be binding on either Party and all obligations with respect to such order or SOW shall expire.

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

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

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

Supplier
By: 
(Signature)
Name: Day Goin
(Print)
Title: CFO
Date: Feb 10 2010
Address for Notice:
420 S. Orange Ave
Suite 600
Orlando FL 32801
Attention: Day Goin

VITA
By: 
(Signature)
Name: George F. Coulter
(Print)
Title: CIO
Date: February 26, 2010
Address for Notice:
11751 Meadowville Lane
Chester, VA 23836
Attention: Contract Administrator

**EXHIBIT A SERVICE REQUIREMENTS
CONTRACT NUMBER VA-100212-ZCS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
APC Workforce Solutions, LLC (doing business as "ZeroChaos")**

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-100212-ZCS ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and APC Workforce Solutions, LLC (doing business as "ZeroChaos") ("Supplier").

In the event of any discrepancy between this Exhibit A and Contract No. VA-100212-ZCS, the provisions of Contract No. VA-100212-ZCS shall control.

A. Co-employment Risk Management

The Managed Service Provider (MSP) should work closely with the Department of Human Resource Management (DHRM), the HR stakeholder, to define current and effective risk mitigation strategies and policies surrounding co-employment and other areas of risk.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does the employment agreement used within your Solution spell out the employment relationship between Commonwealth customer agencies, subcontractors, and employees of the subcontractor?	Y	Yes. To migrate any risk as to who is the employer of record. Structure of the engagement, indemnification, proper insurances, etc., all terms and conditions are spelled out in the Master Services Agreement with our customers, subcontractors and employees.
2.	Does your Solution require you to set and administer pay rates for job classifications?	Y	Rate cards are established between us as the MSP, VITA and the subcontracting community. All rate structures are entered into our ZC Web technology. Suppliers are not permitted to go outside established rates unless specific exceptions have been approved. Pay rates are validated to current market conditions through our comprehensive compensation analysis.
3.	Does your Solution require subcontractor to administer the benefit programs for contract employees?	Y	Benefits programs are administered by the subcontractor as they are the employer-of-record of the contract employees.
4.	Does your Solution require subcontractors to directly reimburse contingent workers for out-of-pocket expenses?	Y	If the contractual terms allow for contract employees to receive reimbursable expenses, all expense items are captured in our ZC Web application. Expense reports and supporting documentation are visible in the system and must be approved prior to the subcontractor releasing payment to the contract worker. Expense policies are configured into the application and will only allow contract workers that are approved to submit expenses to have access to the expense report. No expenses can be submitted if that item is outside the policy. All financial elements are date and time stamped with user

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			identification on each action. Internal audit has a historical record of all items for audit. .
5.	Does your Solution require subcontractors to store contingent worker information (e.g. personnel records) on supplier systems, not client systems?	Y	In order to avoid co-employment issues, no worker personnel records will be stored on the client's system
6.	Does your Solution hold subcontractors or MSP management to be responsible for all employment related issues such as pay, benefits, discipline, performance, employee relations, and termination?	Y	As the MSP, we facilitate and hold all suppliers responsible to handle these issues. Suppliers are rated and scored based on their compliance to standards established during implementation.
7.	Does your Solution utilize contractor term limits, off-program exception process for handling named resources, rate exceptions, or other exceptions?	Y	Our solution manages all business processes such as tenure limits, which are configured in the application. Notification and triggers are set up prior to the tenure limit. The business rules for items such as off- program exception, named resources, rate or any other exception processes are established during implementation and managed via the protocols established. The systems tracks and monitors these business rules and the appropriate approval workflows are followed to ensure compliance to the exception policies established.
8.	Do you accept, as part of your Solution, client approval for all exceptions?	Y	Approvals are built into the ZC Web workflow and can be configured based upon the client's business requirements. The approval engine can handle multiple approvers.
9.	Does your Solution track the individual contracted worker tenure with the Commonwealth across multiple engagements, which may not be contiguous?	Y	Workers' tenure can be tracked across departments, cost codes, business units, or any other elements within the client's engagement regardless of whether or not the engagement was contiguous.

B. Control and Oversight

The Managed Service Provider (MSP) documents the Commonwealth's processes and policies and automates those processes using the VMS to ensure compliance.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does your Solution interface with existing customer ERP ("Enterprise Resource Planning") systems such as: Oracle Financials, PeopleSoft Financials, SAP, etc.? List all industry standard financial ERPs with which you have successfully interfaced	Y	Our solution does interface with all existing customer ERP systems. We have successfully interfaced with SAP, Oracle, PeopleSoft, client homegrown and legacy systems, JD Edwards, Project Management software such as Niku/Clarity, Time and Attendance systems, ATS and HRIS systems.
2.	Will your Solution support an interface with both automated systems and manual accounts payable processes to facilitate the electronic payment or funds transfer?	Y	Our solution does support both an automated and manual process for payables and electronic payment and funds transfer.
3.	Does your Solution allow for report data to be exported for use in other applications (e.g.: MS Office)? If so, which applications does your Solution support?	Y	ZC has over 150 standard reports and advanced analytics, trending and dashboard reports. Reports in the system are dynamically loaded on the user screen in HTML and can be exported in a variety of formats such as Excel, TXT, CSV, etc. Each report has an available filter screen which allows the user to select the information they wish to view.
4.	Do you currently interface, via a punch out to your application, with existing customer e-procurement portals similar to the Commonwealth's eVA portal solution (eVA is the Commonwealth's electronic procurement system which is implemented using Ariba)?	Y	We currently have punch out scenarios with Ariba, SciQuest and other client specific portals.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
5.	<p>Will your Solution be configured to Authorized Users' unique business processes, constraints and requirements? This includes the supplier being responsible for transitioning current suppliers to the new system and current work orders to the new system if agreed to with the Authorized Users. Methods for encouraging current suppliers to participate in the new system will be evaluated as part of this RFP. This also includes the supplier being responsible for mapping and implementing Authorized User's specific business processes, providing initial and ongoing training for users, providing a help desk and documentation as required, providing recommendations and executing implementation activities to streamline the resource acquisition process and help Authorized Users meet spend reduction objectives for IT Professional Services throughout the duration of any contract.</p>	Y	<p>All of the requirements stated are standard operating procedure within our entire MSP program. We have dedicated teams to support the requirements for Implementation, Supplier Relations, Help Desk support, Training and Development, Service Delivery management, Compliance and Audit, Central Services Team, Business Process Design teams, Supplier Diversity and Legal.</p>
6.	<p>Does the Solution identify "out of compliance" events?</p>	Y	<p>Our dedicated account teams track and monitor each step in the process to ensure compliance to each activity and task conducted. When a task or item is identified as out of compliance, the account team immediately acts upon the issue and documentation is provided to ensure successful resolution.</p>
7.	<p>Does the Solution handle sanctioning /enforcement for compliance?</p>	Y	<p>Compliance is the cornerstone of our program and as such we fully enforce all business processes, sanctioning and penalties is part of our overall management methodologies</p>
8.	<p>Does the Solution capture and report on violations and associated corrective measures?</p>	Y	<p>Within our application, we have functionality for case management. All violations and corrective action plan are</p>

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			managed via this process.
9.	Does the Solution provide feedback mechanisms used for continuous process improvement?	Y	Within our application, continuous process improvements are obtained in multiple ways, one if via the performance scorecard which is automated and sent out to the user community. This feedback is valuable to understand satisfaction of the program from all stakeholders. All metrics are presented to our clients and suppliers quarterly through our formal Quarterly Business Review (QBR) process. In addition, high level strategies and program goals are managed through the utilization of a Large Account Management Plan or "LAMP." Each month our account team works with the client program sponsor to present trends on account performance and attainment to Service Level Agreements. The group reviews Key Performance Indicators, what's working and what's not, areas of opportunity in terms of operations, cost savings strategies, performance, laws impacting the use of contingent labor, compensation assessments, competitive landscape, industry trends, and forecasting.
10.	Does the Solution provide for periodic historical incident reviews?	Y	As part of our monthly LAMP review and QBR reviews, we report on current and historical incident reviews.
11.	Does the Solution record historical events that are maintained within the Solution?	Y	Our solution records historical events which are maintained within the solution.
12.	Does your Solution include methods to identify and correct irregularities?	Y	We proactively identify and correct irregularities as we manage each step in the process which allows us to respond to issues to mitigate those issues from escalating into a serious problem.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
13.	Does your Solution track and report on irregularities and the corresponding corrective actions for continuous process improvement and auditing purposes?	Y	We proactively identify and report and correct irregularities along with the corresponding corrective action plan. This process is handled through the case management functionality in our system. All records are date and time stamped to include who handled which activity for auditing purposes. Since we manage each step in the process which allows us to respond to issue to mitigate those issues from escalating into a serious problem. Any issues or corrective action plans are outlined in our LAMP process which includes our continuous improvement plan.
14.	Does your Solution provide staffing suppliers insight into the staffing portion of the process?	Y	Within our application, staffing suppliers have their own portal which allows them to transact with the system. The system is role-based and permissions are associated with that role. Suppliers have access to their information and interaction into the staffing process.
15.	Does your Solution provide visibility and transparency into all transactions recorded by the System, including public-facing websites?	Y	Our system has visibility and transparency into all transactions recorded by the system, including public-facing websites.
16.	Does your Solution audit to ensure compliance with program standards?	Y	Compliance is the cornerstone of our program and absolutely is configured to ensure compliance with the program standards.
17.	Does your Solution provide standard and ad-hoc reports management?	Y	Our system has over 150 standard reports and advanced analytics, trending and dashboard reports
18.	Does your Solution provide benchmarking and trend analysis for labor rates?	Y	Our system provides benchmarking and trend analysis for labor rates which is validated each quarter.
19.	Does your Solution utilize VMS technology or other technology to configure standard reports for periodic or ad hoc delivery to the program manager, administrator, or other authorized users?	Y	Our systems allows for the distribution of reports (standard, custom, ad hoc, dashboard) as defined by the client to include report distribution via a reports schedule to any authorized user based upon their permissions.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
20.	Does your Solution utilize VMS technology or other technology to provide submittal reports?	Y	Our system provides submittal reports.
21.	Does your Solution utilize VMS technology or other technology to provide new hire reports?	Y	Our system provides new hire reports.
22.	Does your Solution utilize VMS technology or other technology to provide vendor evaluation reports?	Y	Our solution captures all performance metrics to include supplier performance. Supplier scorecard data capture KPI and final SLAs and compares performance trend by supplier and also by peer group.
23.	Does your Solution utilize VMS technology or other technology to provide vendor comparison reports?	Y	Our system provides weekly, monthly, quarterly, semi-annual and annual vendor comparison trend reports
24.	Does your Solution utilize VMS technology or other technology to provide weekly billing reports?	Y	Our system provides weekly billing reports which include T&E, Expenses, Projects, Direct Hire fees and any other cost elements.
25.	Does your Solution utilize VMS technology or other technology to provide cumulative billing reports?	Y	Our system can accommodate cumulative billing.
26.	Does your Solution utilize VMS technology or other technology to provide skills matrix reports?	Y	Our system does provide skills matrix reporting.
27.	Does your Solution utilize VMS technology or other technology to provide time card reports?	Y	Our system provides timecard reporting.
28.	Does your Solution utilize VMS technology or other technology to create user defined reports?	Y	Our system provides ad hoc, custom and user defined reports.
29.	Does your Solution utilize VMS technology or other technology to generate reports which are analyzed by program manager, administrator, or other roles?	Y	Each user has the ability to generate reports to capture all files within the system based upon user permissions. Reports are analyzed by program manager, administrator, or other roles.
30.	Does your Solution produce reports and make recommendations to the client for continuous process improvements?	Y	This is standard operating procedure for us within our entire program. The account team tracks and reports on each step of the process to proactively manage the program and to identify root causes which are part of the corrective and continuous improvement plans.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
31.	Does your Solution utilize VMS technology to track contingent worker and statement of work spend and supplier performance?	Y	Our system captures and reports on all spend data and performance of the program.
32.	Does your Solution utilize VMS technology or other technology to offer customized reporting capabilities which supplement ad hoc reporting?	Y	Our system has the functionality to create user-specific custom reporting. There will be no charge to the Commonwealth for the reasonable customization of any report.
33.	Referring to Appendix C as a format guide, provide detailed process flows of how your Solution will function for both Staff Augmentation, and Deliverables-Based orders. The example flow chart is at a high level; we expect to see a more detailed process as part of your proposed Solution.	N/A	Please refer to the attached file  Commonwealth Flows for 5b33 VITA.'

C. Supplier Diversity

The MSP is required to support the Commonwealth’s Small, Women, and Minority (SWaM) supplier diversity program.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does your Solution provide a diverse network of subcontractors that aligns with the Commonwealth’s SWaM initiatives and goals?	Y	ZeroChaos is a certified minority-owned organization and, as such, is a strong advocate to the supplier diversity community. We have a vast network of diverse suppliers in our network that exceeds Commonwealth’s SWaM initiatives and goals.
2.	Does your Solution provide the ability for agency hiring managers to see the SWaM status of subcontractors/suppliers?	Y	Our solution allows for the tiering of suppliers based upon diversity suppliers in support and attainment to your SWaM initiative. We can make visible to the hiring manager the SWaM status of the suppliers and/or as requirements are approved, we can send those requisitions to the SWaM supplier first for maximum practicable opportunity.

D. Program Capabilities

The intent is to procure a Managed Service Provider to manage the business processes for managing the IT Contingent Labor program on behalf of the Commonwealth.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does your Solution support and enable procurement of IT Professional Services for projects that have defined statements of work? This includes features supporting the specific characteristics and requirements of project based work orders, such as collection of the statement of work from Agencies and specification of deliverables associated with project based work orders and associated statements of work.	Y	<p>As part of the Managed Services Program, we have vast expertise in providing solutions to organizations that utilize not only contingent labor but that have a need for Project-based Management spend for all services procurement. Our solutions are built on proven methodologies that have been successfully utilized in numerous industries throughout the globe. Our Project-Based Management capabilities provide a centralized program to manage deliverable-based Services Procurement events. Our program offers the advantage of a complete program that provides targeted access to consultants within our clients' preferred groups of suppliers. Our experience in the management and compliance of project-based business entails a comprehensive structure through which Statements of Work and contracts are sourced and managed via our technology application.</p> <p>Since each program is different with varying requirements, the design of such programs will be highly focused for that client alone. The ongoing benefits of centralized Services Procurement include the creation of a "one-stop-shop" allowing managers to focus on their core responsibilities while ZeroChaos facilitates the entire program including the following:</p> <ul style="list-style-type: none"> • Web-based technology integrated into client systems • Supplier sourcing, contract management • Automated SOW distribution

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			<ul style="list-style-type: none"> • Automated resources selection • Automated event notifications alerting of consultant activities • Consolidated electronic invoicing for suppliers • Milestone and deliverable management • On-line, real-time management reporting • Reverse auction • Automated on-boarding and off-boarding activities • Automated performance tracking on projects and suppliers • Rate negotiations on projects • Management and enforcement of client-specific policies
2.	<p>Does your Solution support and enable procurement of temporary IT personnel at an hourly rate and for a specific length of time? This includes features supporting the characteristics and requirements of hourly based work orders such as specification of the skills and capabilities required, distribution of requirements to registered subcontractors, and analysis of responses.</p>	Y	<p>Our solution is fully capable and supports the procurement of temporary IT personnel at an hourly rate and for a specific length of time. Our solution includes features supporting the characteristics and requirements of hourly-based work orders such as specification of the skills and capabilities required, distribution of requirements to registered subcontractors, and analysis of responses.</p>
3.	<p>Does your Solution have a local Virginia telephone number, a toll free telephone number, or agree to accept collect calls for ordering purposes? Each Authorized User would be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax, or computer.</p>	Y	<p>Our solution supports a toll-free number and we agree to accept collect calls for ordering purposes.</p>

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
4.	Does your Solution automate the end-to-end acquisition of deliverables- based project statements of work?	Y	Our SOW project-based solution is an end-to-end automation process.
5.	Does your Solution ensure that deliverables-based, statement of work projects, are competed?	Y	Our solution supports and ensures that all deliverables-based, statement of work projects are completed. All documentation is in the system for audit.
6.	Does your Solution validate the financial worthiness of suppliers who may be tasked to perform deliverables-based, statement of work projects?	Y	Our supplier vetting process includes full and complete analysis of supplier viability to perform the services required.
7.	Does your Solution ensure that suppliers, who perform deliverables-based, statement of work projects, possess the required system development skills and experience?	Y	Our supplier vetting process includes full and complete analysis of supplier capabilities to perform these services required.
8.	Does your Solution ensure that suppliers, who perform deliverables-based, statement of work projects, possess the system development tools, processes, and methodologies that are based on industry best-practices?	Y	Our supplier vetting process includes full and complete analysis of supplier capabilities and operational framework to perform these services required.
9.	Does your Solution ensure that suppliers, who perform deliverables-based, statement of work projects, possess industry experience in delivering projects within state and local governments and other public bodies?	Y	Our supplier vetting process includes full and complete analysis of supplier capabilities, operational framework and industry expertise to perform these services required.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
10.	Does your Solution ensure that suppliers, who perform deliverables-based, statement of work projects, possess the domain skills and experience to perform project based work as outlined in Section 4 of this RFP? Explain how your firm can be flexible and scalable in qualifying new supplier/categories to meet the needs of the Commonwealth.	Y	<p>Our solution does ensure that suppliers who perform deliverables-based, statement of work projects possess the domain skills and experience to perform project-based work as outlined in Section 4 of this RFP We will select suppliers that meet experience, quality standards and cost management guidelines. We measure the overall performance of the program to include the performance standards of our suppliers and the overall supply chain. In the case were we need to augment the supply chain, we utilize a formal supplier enrollment methodology. Steps in this process include gathering all supplier company information, including materials explaining company operations and focus; financial information; a complete listing of services provided; locations serviced; diversity certification.</p> <p>See Attachment A for methodology.</p>
11.	Does your Solution ensure that suppliers, who perform deliverables-based, statement of work projects, possess the domain skills and experience to perform project based work using the technologies identified in Section 4?	Y	Our supplier vetting process includes full and complete analysis of supplier capabilities, operational framework, industry expertise and domain knowledge to perform these services required.
12.	Does your Solution ensure that suppliers, who perform deliverables-based, statement of work projects, have an experienced workforce, with the needed education, training and possess industry recognized certifications, to implement complex deliverables-based IT solutions?	Y	Our supplier vetting process includes full and complete analysis of supplier capabilities, operational framework, industry expertise, domain knowledge, employees on the bench, education, and training and possesses industry recognized certifications to perform these services required.

E. Implementation

Time is of the essence with establishing the IT Contingent Labor program under a new MSP. Therefore, execution of the implementation needs to be governed by a mutually agreed upon project schedule.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does your Solution provide a detailed project plan, to include an implementation plan?	Y	 Sample Implementation Timeli Our solution and program design are supported by project managers who are PMP and Six Sigma certified and utilize project plan methodologies to include an implementation plan.
2.	Does your Solution provide designated deployment (go-live) dates?	Y	Our implementation project plan includes all tasks, deliverable, milestones, dependencies and go-live dates.
3.	Does your Solution provide monitoring and tracking of progress against designated deployment dates?	Y	Our implementation project plan includes all tasks, deliverable, milestones, dependencies, progress against designated deployment dates.
4.	Does your Solution utilize common implementation templates and designs?	Y	Our implementation tool kit includes all templates and designs.
5.	Can your Solution vary by size, scope, and type of program?	Y	All of our engagements vary by size, scope and type of program.
6.	Can your Solution be deployed within a 90 day timeframe?	Y	Typically our solution is deployed in a 90-day timeframe.
7.	Does your Solution utilize VMS best practices to lead client to desired state?	Y	Our program design methodologies are built upon best practices over a 10-year history.
8.	Does your Solution conduct discovery sessions with concurrent participation from subject matter experts from all areas of the client's business?	Y	Our implementation consists of five phases: Planning, Discovery, Design, Execution, and Testing & Acceptance. We are generally able to launch our program in approximately 90 days, depending on the project's scope, complexity and client resources provided. Once we have completed the Planning Phase, we will conduct a project kick-off meeting which marks the beginning of the Discovery phase.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
9.	Does your Solution interview various levels of the client organization and suppliers to validate current state?	Y	Part of our implementation process is our current state analysis which provides a baseline of the current program. We interview all stakeholders.
10.	Does your Solution provide a standardized process for educating and training all users of the MSP?	Y	Our training and development group develops and administers all training and curricula of the program, and is standardized continuity of the program design/roll out. See Attachment A for details.
11.	Does your Solution provide a targeted training plan that addresses the training needs of specific user groups and address the system transactions that group members will be required to perform?	Y	We provide initial and on-going training sessions. Training is provided to the entire user community. Training is specific to each group.
12.	Does your Solution provide audience/ role-specific training classes built and conducted for distinct user groups?	Y	Our solution training platform is audience/ role-specific training classes built and conducted for distinct user groups.
13.	Does your training include both a review of technology and an overview of IT contingent workforce management policies and procedures?	Y	Our training consists of technology, program orientation and expectations, workforce management policies and procedures, performance metric, review and reporting processes.
14.	Does your Solution deliver training within 1 week of program launch to maximize training retention?	Y	We provide initial training week 1, as well as refresher and on-going training. We also have built into the technology live-chat help.
15.	Does your Solution provide a change management plan?	Y	Our solution does provide for a change management and comprehensive communication framework.
16.	Does the change management plan identify key stakeholders, communication tools and expected outcomes regarding who will be impacted by the implementation of the VMS Solution?	Y	This is standard operating procedure for us. A formal communications plan is developed for each stakeholder group whereby specific communication events are crafted to address their communication needs as they progress through the "change curve" over the course of the implementation process.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			<p>A communications event is defined by a combination of the following:</p> <ul style="list-style-type: none"> • Message content • Target audience (stakeholder group) • Channel (how the message will be delivered) • Sender (who will deliver the message) • Timing (when the message will be delivered)
17.	Does the change management plan identify roles and responsibilities as well as expectations of the client and MSP?	Y	Our change management plan absolutely identifies roles and responsibilities as well as expectations of the client and ZeroChaos.
18.	Does the change management plan incorporate lessons learned from previous implementations and client steering committee?	Y	Our change management plans absolutely incorporate lessons learned from previous implementations and client steering committee. We also provide risk assessments throughout the implementation.

F. Operations

The MSP is expected to manage the business process operations of the IT contingent labor program, including any needed technology to support the operations.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does your Solution administer drug testing procedures in correspondence with the Commonwealth's internal policies?	Y	All pre-hire and on-boarding processes are captured in the system via the requirements card to ensure compliance. The account team verifies each requirement and validates that the information submitted is in compliance with the polices/procedures of the program.
2.	Does your Solution administer background checks to ensure consistency with the client's internal policies?	Y	All pre-hire and on-boarding processes are captured in the system via the requirements card to ensure compliance. The account team verifies each requirement and validates that the information submitted is in compliance with the polices/procedures of the program.
3.	Does your Solution include standards and requirements to which vendor suppliers and contingent workers must adhere to minimize business risks, co-employment risk, and risk of reclassification by IRS and State tax authorities?	Y	All workers are reviewed for proper classification. Our compliance, legal and audit group audits all records to ensure proper classification by the IRS and state tax authorities.
4.	Does your Solution contain an administration standard for vendors (e.g. Client/MSP requirements flow down to vendors/suppliers)?	Y	All client contractual terms are flowed down into the subcontractors' agreements between vendors and ZeroChaos.
5.	Does your Solution provide facilities and equipment sufficient to support resources in the performance of their job responsibilities?	Y	Our solution does provide facilities and equipment sufficient to support resources in the performance of their job responsibilities.
6.	Does your Solution provide domain and process knowledge in requisition, evaluation, and selection (recruitment) processes?	Y	Our solution is a performance-based model. The entire order fulfillment process is driven by scoring, ranking and evaluation of all candidates against the requirements and expectations of the position.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
7.	Does your Solution provide domain and process knowledge in staffing industry, operational processes and approach?	Y	Our dedicated account teams have many years of experience in the staffing, procurement, supply chain management and enterprise program management proficiencies. Our teams are staffed by skill classification to ensure the proper domain knowledge is assigned to support the engagement.
8.	Does your Solution provide domain and process knowledge in pay and bill rates?	Y	<p>Our solution includes labor market research to align with the program goals for price competitiveness and quality with the current market for labor in the categories specified. Labor markets are impacted by external forces on at least a semi-annual basis, and an argument can be made for quarterly labor market reviews. Without this critical input, contingent labor pricing becomes stale and the ability for an organization to attract the level of talent desired decreases. It is also true that, where labor markets are not reviewed, organizations will tend to pay more for a number of positions than the market dictates, simply because the pricing data have not been refreshed. Labor market data are a function of aggregating:</p> <ul style="list-style-type: none"> • Geographical differentiators • Supply for specific skill sets • RFP-requested rate information • Existing actual organization rate information • Existing actual rates for other programs with similar roles • Existing actual rates for other companies where no programs exist. <p>Once the baseline for these data has been created, it should be refreshed either semi-annually or quarterly. There may also be</p>

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			cases where ad hoc rate reviews are necessary, especially where time-to-fill ratios are not being met.
9.	Does your Solution provide domain and process knowledge in acceptable profit and pricing margins for the services provided (including access to credible supporting industry information)?	Y	We believe in full transparency in pricing and have internal and external resources that are utilized to provide our clients up-to-date relevant accurate data on profit and pricing margins.
10.	Does your Solution provide domain and process knowledge in invoicing & payment process?	Y	Our solution provides resources to external associations such as The American Accounts Payable Association (AAPA) as one example to stay up-to-date on the latest information, news and trends in the invoicing and accounts payable field.
11.	Does your Solution provide domain and process knowledge in issue management and resolution?	Y	<p>ZeroChaos is responsible for addressing and managing all issues in the program and providing immediate and documented resolution. All users (Hiring Managers, Workers and Suppliers) may notify ZeroChaos in-person, via phone, email or through our technology. The Account Team will respond immediately to any notification of problems and quickly work to put into action an agreed upon plan of correction.</p> <p>Key Steps:</p> <ol style="list-style-type: none"> 1. Identify and document issue (Immediate) <ul style="list-style-type: none"> • Research issue and separate facts from perceptions • Pinpoint key issues and identify causes • Identify parties involved • Open up a “case” in our software to begin the documentation process 2. Documentation <ul style="list-style-type: none"> • Document parties involved

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			<ul style="list-style-type: none"> • Clearly define issue(s) • Identify who researched the issue • Identify the root cause • Develop and document recommended solution(s) <p>3. Provide final resolution</p> <ul style="list-style-type: none"> • Engage involved parties • Provide solution to parties involved • Confirm solution with client • Initiate corrective action • Document action taken and incorporate into process improvement cycle • Notify applicable parties of resolution • Monitor individuals satisfaction • Close case within the technology <p>4. Conduct follow-up audit (24 Hour Checkup)</p> <p>5. Escalate as appropriate</p>
12.	Does your Solution provide domain and process knowledge in supply base management?	Y	<p><u>Working with Suppliers</u> The purpose of a solution such as ours is to ensure end-to-end management of all supplier-related activities and relationships. We have established thousands of relationships with local, regional and national suppliers.</p> <p>One of the most critical components of our program is our supply chain. Supplier initiatives and relationship management are conducted by our Supplier Relations Group which was established to not only recruit and monitor the most efficient and cost-effective suppliers available in order to meet our clients' evolving needs but to build partnerships with our suppliers.</p>

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			<p><u>Supplier Performance</u></p> <p>As part of the orientation and training to the program, suppliers are supplied with a specific on-boarding checklist for required documents and activities.</p> <p>Quarterly Business Reviews and Records Audit – On a quarterly basis, we meet with each of the suppliers to review performance and audit employment records. Suppliers that are found to be out of compliance with insurance and drug & background screening requirements are found in breach of the contract and could, potentially, be subject to immediate termination.</p>
13.	Does your Solution provide domain and process knowledge in technology Implementation and integration?	Y	We are content experts in the technology implementation and integration. We have successfully implementations with some of the largest complex global organizations.
14.	Does your Solution provide standardization of processes and procedures?	Y	All of programs are driven upon process standardization to achieve an effective centralized management solution.
15.	Does your Solution provide extensive knowledge of industry trends and best practices, and the ability to integrate these practices into a live program?	Y	We provide best practice recommendations and the risk/reward associated when implementing these processes into the live program.
16.	Does your Solution provide ability to track, record, and process payment for services through the utilization of automated tools?	Y	Our solution is fully automated and does have the ability to track, record, and process payment for services.
17.	Does your Solution provide helpdesk services to resolve issues for client and suppliers?	Y	Our solution provides dedicated resources to provide help desk support and the system has on-line chat available.
18.	Does your Solution provide a designated MSP management sponsor?	Y	All of our programs have a designated program director.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
19.	Does your Solution provide a communication plan and processes of how your company would conduct business with the Commonwealth?	Y	All of our programs have a standard operating procedures manual that is provided.
20.	Does your Solution provide overall program management?	Y	Our solution does provide end-to-end overall management. Each client engagement has a dedicated support team. This team is not a shared resource with another client.
21.	Does your Solution provide a documented quality control program?	Y	Total Quality Management (TQM) emphasizes defined quality management and in-process quality checks while supporting the need for rapid issue identification and resolution. Management and the account team are provided with objective insight into program processes and objective evaluations of complaints, identified deficiencies, corrective action plans, modifications, and contract deliverables. As part of their responsibility to actively manage the TQM, our program methodology ensures that each task is performed to the requirements of the Contract. This foundation will enable our team to respond rapidly with solutions to immediate needs, without compromising our service. As we commence program execution, process metrics, customer surveys, assessments, and audit results are incorporated into an ongoing program to improve the timeliness, completeness, and quality of team and program processes. Customer interface and participation, through our formal Quarterly Business Reviews (QBR) helps ensure that we effectively apply the talents of all stakeholders to make improvements to support project and program success, particularly in the corrective and preventive action process.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
22.	Does your Solution allow for the periodic expansion of program goals and expected business results?	Y	As the program matures, and as the business climate changes, the program is designed to be scalable and flexible to meet those demands. As part of our continuous improvement plan, new goals and objectives are being implemented, managed and results tracked.
23.	Does your Solution have a process for enrolling incumbent suppliers as well as qualifying and enrolling new suppliers based on VITA's requirements?	Y	<p>Once we identify incumbent suppliers that currently have workers assigned to VITA, the process begins by opening the lines of communication. The first communication to the suppliers will be sent in conjunction with VITA informing them of the partnership and asking that they confirm the attached worker information form. We will then confer with VITA regarding any suppliers that are critical and must remain on-board, or any suppliers VITA wishes to terminate due to poor performance.</p> <p>Once the list is agreed on and any changes are made, ZC conducts a one-on-one meeting with the key suppliers. This allows us to fully explain the program to them, and also allows them to ask questions about the program. Since they may generally have a large number of workers or provide a unique skill, their concerns and questions may not pertain to the rest of the supplier group. Invitations are sent to each supplier to attend the Supplier Welcome Meeting. Explicit due dates are provided and a ZC representative is made available to them for questions regarding the program or the subcontract agreement.</p> <p>For suppliers that continue to participate in the program, the</p>

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			<p>transition will be seamless to the associates. For any suppliers opting not to participate, a communication is sent to them explaining the options that will be provided to their workers. Those options are:</p> <ul style="list-style-type: none"> • Their workers can remain in their current engagements at VITA with VITA's approval but no new orders will be distributed to them • Their workers can remain in their current engagements at VITA under an approved supplier • Their workers can remain with their current supplier and terminate the engagement at VITA <p>Once the existing supply base is identified, as well as the existing workforce, the information is uploaded into ZC Web. This upload can be accomplished through the use of any file format provided by VITA.</p>
24.	Does your Solution define a transition plan for existing staffing suppliers and a consistent methodology for enrolling new suppliers?	Y	<p>Once we identify incumbent suppliers that currently have workers assigned to VITA, the process begins by opening the lines of communication. The first communication to the suppliers will be sent in conjunction with VITA informing them of the partnership and asking that they confirm the attached worker information form. We will then confer with VITA regarding any suppliers that are critical and must remain on-board, or any suppliers VITA wishes to terminate due to poor performance.</p> <p>Once the list is agreed on and any changes are made, ZC conducts a one-on-one meeting with the key suppliers. This allows us to fully explain the program to them, and also allows</p>

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			<p>them to ask questions about the program. Since they may generally have a large number of workers or provide a unique skill, their concerns and questions may not pertain to the rest of the supplier group. Invitations are sent to each supplier to attend the Supplier Welcome Meeting. Explicit due dates are provided and a ZC representative is made available to them for questions regarding the program or the subcontract agreement.</p> <p>For suppliers that continue to participate in the program, the transition will be seamless to the associates. For any suppliers opting not to participate, a communication is sent to them explaining the options that will be provided to their workers. Those options are:</p> <ul style="list-style-type: none"> • Their workers can remain in their current engagements at VITA with VITA's approval but no new orders will be distributed to them • Their workers can remain in their current engagements at VITA under an approved supplier • Their workers can remain with their current supplier and terminate the engagement at VITA <p>Once the existing supply base is identified, as well as the existing workforce, the information is uploaded into ZC Web. This upload can be accomplished through the use of any file format provided by VITA.</p>
25.	Does your transition plan accommodate unique situations?	Y	Of course, as you move through a transition process our methodologies and processes are built to expect the inclusion of unique situations.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
26.	Do the supplier agreements used by the Solution properly “flow-down” terms and conditions from prime to subcontractors?	Y	All T&C are flowed down from the prime to subcontractors.
27.	Does your Solution allow client input in the enrollment of existing and new suppliers?	Y	If the client requires, they are welcome to provide input in the enrollment of existing and new suppliers. We have clients that wish to not be involved and we also have clients that are heavily involved in this process.
28.	Does your Solution provide for a sufficient number of qualified subcontractors that are available to satisfy the State’s requirements?	Y	We have a rich supply chain that will satisfy the State’s requirements.
29.	Does your Solution include an adequate number of trained personnel to administer the system?	Y	We have a large number of IT professionals that are adequately trained to administer our system and to provide support to our clients.
30.	Does your Solution include administrators who have access to the entire approval and supply chain?	Y	Our solution does include administrators who have access to the entire approval and supply chain
31.	Does your Solution ensure that staffing suppliers, who provide contingent workers, have properly trained and oriented these resources, and that any required credential background verifications, required training or certifications have been performed prior to onboarding of any resources? Please describe any experience you have in this area.	Y	<p>Our teams are staffing industry experts in the management of our programs.</p> <p>All participants are trained to perform orientation such that each contractor arrives at the work site on “day one” ready to work.</p> <ul style="list-style-type: none"> • Track pre-assignment requirements, such as background checks and drug screening • Track all Client assets issued to worker and provide acknowledgement document for worker to sign • Require all workers to execute Confidentiality, Code of Conduct and Temporary Worker Agreements Ensures worker understands his/her employment status as a temporary worker and relationship with Client

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			<ul style="list-style-type: none"> • Reduces risk related to co-employment • Each contractor arrives fully informed on Client's policies (i.e., Internet usage, phone usage, harassment in the work place, diversity, etc.).
32.	Does your Solution ensure that contingent workers are properly trained on any VMS system/application requirements, as appropriate (e.g. time entry systems)?	Y	The entire user community is trained on the system.
33.	Does your Solution include documented process for transitioning a resource upon conclusion or termination of an assignment?	Y	Our solution has documented processes for transitioning a resource upon conclusion or termination of an assignment. This process may vary for each client. The protocols for transition and termination is defined during implementation and documented in the SOP manual.
34.	Does your Solution include an established and executed process that validates the performance of such training and/or orientation?	Y	Our solution includes post-assessments of all training and orientation. All results are stored in the system for tracking and reporting.
35.	Does your Solution ensure that any training, orientation, and certification requirements are clearly defined in the job descriptions released for each requisition?	Y	All requirements are reviewed by the account team for accuracy and completeness prior to release to the supply chain.
36.	Does your Solution ensure that any orientation material is made available to the suppliers prior to the start of any contingent worker?	Y	Our orientation process is validated for completion prior to the start date. Orientation materials are stored in the system and must be successfully completed.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
37.	Does your Solution establish and execute processes that ensure the validation of required training on processes, tools, and systems required for the contingent worker are completed?	Y	All pre-hire processes are validated for completion prior to the start date. All materials are stored in the system and must be successfully completed.
38.	As part of your Solution, will you track whether a resource is a W2 or 1099 contractor, or is eligible to work under an H1-B, L1 Visa or I-9?	Y	This is a simple configuration option in the system and is further validated to ensure proper classification.
38.1.	As part of determining eligibility to work, does your Solution use E-Verify? If not, explain how you verify eligibility to work in the U.S.	Y	Our solution does utilize E-Verify.
39.	Does your Solution have a program to recruit subcontractors from VA college students?	Y	Our solution does have a program to recruit subcontractors from VA college students. This is our Alumni program.
40.	Does your Solution provide processes to deliver communiqués defined in the communication plan?	Y	We have a comprehensive communication framework that identify type of communication, template to be used, frequencies of communication and target audience. We work with your communication department on approval of all communications.
41.	Does your Solution provide supplier compliance audits?	Y	Absolutely. We conduct supplier audit quarterly.
42.	Does your Solution provide contract management?	Y	Absolutely. Our contract management system is a tightly integrated module that manages the conformance of each supplier to the mandates of the contract. It supports the gathering of appropriate articles of incorporation, proof of insurance and other customer-mandated documents to assure the viability and legality of the supplier. Throughout the term of the engagement, the system performs “watchdog” tasks to assure that suppliers remain in compliance with the terms and conditions of the contract and rapidly manages compliance of the supplier community if any

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			change occurs in the contract.
43.	Does your Solution provide supplier performance management?	Y	We manage supplier performance on a daily basis. We present to the suppliers their scorecards on a quarterly basis through a formal Quarterly Business Review.
44.	Does your Solution provide Supplier payment and issue resolution?	Y	We have a dedicated supplier relations team that handles all supplier questions, concerns and payment issue and resolution.
45.	Does your Solution provide an on-site location near the corporate or sponsor location?	Y	We provide a dedicated on-site team near our corporate sponsor.
46.	Does your Solution provide 24/7/365 access by phone and general business hours for the office systems help desk and administration?	Y	We provide dedicated teams to support our client engagements 24/7/365 for all aspects of the program.
47.	Does your Solution include facilitation of supplier/worker relationship for on-boarding and termination?	Y	Our solution handles all aspects of the program to include supplier/worker relationship for on-boarding and termination.
48.	Does your Solution assign a qualified individual to manage the relationship between the client and the MSP and the MSP and the suppliers?	Y	All of our client engagements have a dedicated program director to work with the client and suppliers.
49.	Does your Solution provide a representative that is either located onsite or within close proximity of the client's location?	Y	Our solution does provide a representative that is located on-site.
50.	Does your Solution include qualified individual(s) to field calls and resolve issues that were previously handled by a client sponsor or representative?	Y	Our solution includes a dedicated account team that resolves all field calls and issues.
51.	Does your Solution include a single representative who is supported by a program office and specialized expertise?	Y	Our solution provides an entire account team led by the program director. The team consists of experts in the industry with 5-7 years of experience.
52.	Does your Solution relieve the client of issue management and resolution responsibilities?	Y	Absolutely. It is not in your best interest to be involved in issue management and resolution responsibilities.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
53.	Does your Solution provide a MSP representative and supporting office that are accessible to the client hiring managers, suppliers, and the client sponsor?	Y	Our solution provides an entire account team led by the program director. The team consists experts in the industry with 5-7 years of experience.
54.	Does your Solution include a system and processes to manage and resolve issues so only the most complex problems are escalated to the client sponsor?	Y	Absolutely. Only critical matters that would need input would be brought to the client sponsor's attention.
55.	As part of your Solution, will you assume the relationship with the embedded contract resources for the period that they will require to complete current work assignment?	Y	Absolutely.
56.	Does your Solution establish a standard communication process for issue management and resolution, including specific points of contact for escalating issues?	Y	<p>Absolutely. ZeroChaos is responsible for addressing and managing all issues in the program and providing immediate and documented resolution. All users (Hiring Managers, Workers and Suppliers) may notify ZeroChaos in-person, via phone, email or through our technology. The Account Team will respond immediately to any notification of problems and quickly work to put into action an agreed upon plan of correction.</p> <p>Key Steps:</p> <ol style="list-style-type: none"> 1. Identify and document issue (Immediate) <ul style="list-style-type: none"> • Research issue and separate facts from perceptions • Pinpoint key issues and identify causes • Identify parties involved • Open up a "case" in our software to begin the documentation process 2. Documentation <ul style="list-style-type: none"> • Document parties involved • Clearly define issue(s)

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			<ul style="list-style-type: none"> • Identify who researched the issue • Identify the root cause • Develop and document recommended solution(s) <p>3. Provide final resolution</p> <ul style="list-style-type: none"> • Engage involved parties • Provide solution to parties involved • Confirm solution with client • Initiate corrective action • Document action taken and incorporate into process improvement cycle • Notify applicable parties of resolution • Monitor individuals satisfaction • Close case within the technology <p>4. Conduct follow-up audit (24 Hour Checkup)</p> <p>5. Escalate as appropriate</p>
57.	Does your Solution ensure that issues are clearly documented, and resolved within specified timeframes?	Y	Absolutely. See answer above.
58.	Does your Solution have a formal channel for communicating and resolving issues to ensure minimal disruption to the client's business?	Y	Yes. Within our application, we have case management functionality which provides a formal channel for communicating and resolving issues to ensure minimal disruption to our client's business.
59.	Does your Solution have standard escalation procedures for issue resolution within and outside of the established timeframe?	Y	Absolutely. Final protocols of this plan are agreed to with each client.
60.	Does your Solution provide standard templates for issue documentation?	Y	Yes. Within our application, we have case management functionality which is template-drive and configurable on a client by client basis.
61.	Does your Solution provide root cause analysis, where applicable?	Y	This is the foundation of our program. The entire program is managed via each step in the

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			process and we utilize root case analysis and/or predictive failure analysis.
62.	Does your Solution provide clients with the option to define their preferred methods for invoice or timesheet handling?	Y	Invoicing and timesheet handling do have input from each client on preferred method of handling as long as it is compliant with state and local laws.
63.	Does your Solution provide electronic time tracking and invoice history?	Y	All historical data are available, and we do not archive data.
64.	Does your Solution provide the ability to perform invoicing on behalf of client?	Y	All invoicing is done electronically by ZeroChaos.
65.	Do you and your sub-contractors possess the financial means to float large payroll expenses from COV to the MSP and the MSP to subcontractors?	Y	ZeroChaos is a financially stable organization and possess the financial means stated.
66.	Does your VMS tool possess the ability to consolidate billing?	Y	<p>Absolutely. Our system provides consolidated billing. Consolidated, electronic invoicing allows our clients to reduce the administrative time spent processing multiple hard copy invoices and allowing the opportunity to take advantage of early payment discounts. We have been able to reduce clients' administrative expenses significantly in this area by managing specific tasks, such as:</p> <ul style="list-style-type: none"> • Automated invoice authorizations • Automated invoice distribution internally • Cost center, Purchase Order and Project Code validation • Invoice processing into Accounts Payable electronically • Settlement to suppliers • Invoice reconciliation for suppliers • Invoice dispute resolution

G Performance Management

Performance will be measured periodically to determine the effectiveness of the program and the performance of the MSP and its subcontractors.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does your Solution include a reporting mechanism to track compliance with contract SLA's, delivered to the Commonwealth on a regular periodic basis?	Y	Service Level Agreements are developed as a means of proactively measuring performance and customer satisfaction with our program, as well as the performance of our suppliers. We report and track all performance and present to the Commonwealth on a monthly and quarterly basis.
2.	Does your Solution provide the Commonwealth with clear insight into vendor performance and adherence to the agreement?	Y	<p>Supplier quality management data is tracked through the technology and reviewed and managed by the on-site team. Standard supplier-based performance reports include:</p> <ul style="list-style-type: none"> • Average Rate by Supplier for Current Engagements • Average Days between Submitted/Engaged date by Supplier • Number of Candidates Disengaged with Poor, Good, False Start Status by Supplier • Average Number of Days from Requirement Open Date to Candidate Submitted Date (by Supplier) • Average Total Engagement Expense by Supplier • Total Number of Engaged Candidates by Supplier • Total Number of Candidates Submitted, Engaged, Rejected by Supplier • Number of Engaged Candidates Submitted by Supplier • Number of Current Engaged Candidates Submitted by Supplier • Average Length of Engagement by Supplier <p>Service Level Agreements are developed as a means of proactively measuring performance and customer satisfaction with the ZeroChaos program, as well as the performance of our suppliers. The quality performance of our suppliers is of</p>

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			the utmost importance to the success of our programs.
3.	Does the Solution clearly define reports that demonstrate the repeatability and predictability of the process (delivered at agreed-upon intervals)?	Y	Within our reports framework, we clearly define reports that demonstrate repeatability and predictability of the process; these reports are distributed at the agreed-upon intervals.
4.	Does your Solution provide a mechanism to allow client management to review the program's status, success, and areas for improvement?	Y	Client management has visibility based upon his/her role and permission to review the program's status, success, and areas for improvement.
5.	Does your Solution provide periodic management reviews of such performance?	Y	Absolutely. Each quarterly during our formal Quarterly Business Review process. More frequent reviews may take place depending upon the goals and objectives in place at the time.
6.	Does your Solution provide a defined process to communicate results to all client end users?	Y	Absolutely. During our formal Quarterly Business Review process. More frequent reviews may take place depending upon the goals and objectives in place at the time.
7.	Does your Solution provide a formal performance reporting framework, which includes reporting against service level agreements?	Y	Absolutely. During our formal Quarterly Business Review process. More frequent reviews may take place depending upon the goals and objectives in place at the time.
8.	Does your Solution provide periodic formal survey of users to determine supplier and resource performance?	Y	Our system generates surveys to the user community for input on supplier performance. This is one tool that is used in addition, to the account team tracking each step in the process and reporting on each supplier success or areas of opportunity. These metrics are presented via the supplier scorecard.
9.	Does your Solution provide periodic performance reviews with Commonwealth program management?	Y	Our system generates surveys to the user community for input on the program management.
10.	Does your Solution provide for periodic, independent review of program activities & performance (generally conducted in the form of an audit)?	Y	We monitor each step in the process which allows us to identify any deficiencies with the program. Periodic reviews and independent reviews are completed on a monthly and quarterly basis by our audit and compliance team. Formal review periods are conducted year through our certification process via our SAS 70 Type II audit.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
11.	Does your Solution include reporting and monitoring of program review (audit) results?	Y	We monitor each step in the process which allows us to identify any deficiencies with the program. Periodic reviews and independent reviews are completed on a monthly and quarterly basis by our audit and compliance team. Formal review periods are conducted year through our certification process via our SAS 70 Type II audit. All finding are reported and presented to our clients during the Quarterly Business Review
12.	Does your Solution recommend a course of action for quality improvement?	Y	As part of continuous improvement plan, goals and program objectives are clearly defined and implemented. Results of successes and opportunities are presented to our clients
13.	Does your Solution provide quarterly performance reviews to client stakeholders?	Y	All program performance is presented to our clients Quarterly during our formal Quarterly Business Review (QBR) process. More frequent reviews are completed which is driven by the program specific initiatives.
14.	Does your Solution include specific service level agreements (SLAs), segmented by category?	Y	SLAs are part of the contractual agreement and we do have the SLAs segmented by category.
15.	Does your Solution include the measurement tool/approach, service level targets, and penalties for not meeting targets?	Y	Our programs have metrics in place for below, on and above target with associated penalties and/or rewards.
16.	Does your Solution provide SLA reports that are delivered to clients in an electronic medium (spreadsheet, database, etc.) on a monthly basis?	Y	All reports are electronic and can be sent at any interval, such as daily, weekly, monthly and quarterly.
17.	Do the SLA reports provided with your Solution include a summary of current performance, how far the current performance is above or below the target, the change in performance from the previous month, year-to-date performance, and program launch-to-date performance?	Y	Absolutely. In addition to other metrics we track, our SLA framework includes summary of current performance, how far the current performance is above or below the target, the change in performance from the previous month, year-to-date performance, and program launch-to-date performance.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
18.	Where applicable, do the SLA reports contain drill-down features to allow client program management to understand the detail behind a particular measurement?	Y	All SLA reports contain drill-down features.
19.	Does your Solution provide performance metrics in the areas of: price, time, quality, and compliance?	Y	Our performance metrics include price, cost saving, cost avoidance, compliance, time quality, KPIs, root cause analysis, all performance to include account team, workers and suppliers.
20.	Does your Solution utilize VMS technology to measure every necessary step of the requisition process, prices of contingent workers, and spend with suppliers?	Y	We measure each step in the process from requisition through settlement.
21.	Does your Solution provide a mechanism to track violation of client compliance policies including contract compliance and program rules compliance?	Y	We track each activity in the system.
22.	Does your Solution provide tracking tools to capture qualitative information such as feedback on supplier customer service surveys?	Y	We track all quantitative and qualitative information.
23.	Does your Solution provide the ability to combine performance measurements from separate data sources and combine these metrics into a single consolidated report?	Y	Absolutely. All of our data can be aggregated to provide consolidated reporting.
24.	Does your Solution utilize VMS technology or other technology to measure interview feedback and comments if an interview is conducted?	Y	Our system allows for a multi-step interview and scheduling process. All interview feedback is captured in the system and passed along with the candidate to the next interviewer.
25.	Does your Solution utilize VMS technology or other technology to record quality survey results?	Y	Absolutely. All survey results are automated in the system and can occur at different interval via a simple configuration.
26.	Does your Solution provide periodic quality measurements, such as early in the assignment period and at the end of an assignment, at a minimum?	Y	Quality measurements can be sent out an evaluated at any time during the process. This is a simple configuration option.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
27.	Does your Solution perform data analysis and make recommendations to the client based on reporting, analysis, and include a summary of findings, assessment of data trends, and make specific recommendations regarding findings and trends?	Y	Absolutely. This is standard operating procedure.
28.	Does your Solution support data-driven decision making?	Y	Absolutely. This is standard operating procedure.
29.	Does your Solution provide analysis that improves financial controls, demand management, and supplier optimization?	Y	Absolutely. This is standard operating procedure.
30.	Does your Solution provide a plan for managing peaks and valleys in demand? Explain, including plans to identify additional resources in time of high demand	Y	Within our system, we manage demand forecasting and workforce planning for peaks and valleys in talent demand. One of the metrics we track is candidate inventory to our clients' usage; we must ensure the suppliers have the appropriate number of candidates in inventory based upon each job title/classification which is determined by workforce planning and forecasting methodologies. When our account team reviews the demand forecast, these data are matched against our pre-approved availability and areas of candidate deficiency. Our account team works with the subcontractors on the client specific targeted recruitment plan.
31.	Does the Solution define specific service level agreements (SLAs), segmented by category?	Y	All SLAs are defined and segmented by category to include target and stretch goals.
32.	Does the SLA include the measurement tool/approach, service level targets, and remedies for not meeting targets?	Y	All SLAs have defined measurements and approaches to any metric that has not met target. Comprehensive root cause analysis and action plans are presented, implemented, tracked and reported on success and level of attainment to plan.
33.	Will the SLA reports be delivered to the Commonwealth in an electronic medium on a periodic basis? How and when?	Y	The frequency and method of delivery will be determined during implementation. Electronic media can be via email, fax, FTP, reports distribution schedule or can be made available on our ZC Web technology.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
34.	Do the SLA reports include a summary of current performance, how far the current performance is above or below the target, the change in performance from the previous month, year-to-date performance, and program launch-to-date performance?	Y	All pre-, post- and on-going performance metrics are reported in an advanced analytic executive summary dashboard formats.
35.	Where applicable, can the reports can contain drill-down features to allow client program management to understand the detail behind a particular measurement?	Y	All reports have drill-down features.

H. Vendor Management System (VMS)

The MSP is required to implement a vendor management system Solution to automate the management of the IT contingent workforce staffing services.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does your Solution utilize a VMS tool?	Y	We utilize our proprietary state-of-the-art VMS technology, ZC Web.
2.	Is your Solution architecture open, and does it support/allow customer modifications?	Y	Customers are allowed certain configurations/modifications based on user role.
3.	Does your Solution address error and data recovery due to transmission errors?	Y	All system performance is tracked and addressed by our IT help desk.
4.	Can your Solution utilize a customer provided Vendor Management System "VMS"? If so, explain how your Solution would support this model.	Y	We can utilize a customer-provided VMS tool. Our MSP program, which is the business process methodology used, would map to the functionality of the VMS tool.
5.	Do you have any relationships or partnerships with middleware vendors related to your Solution? If so, include a narrative that defines the nature of those relationships or partnerships. Provide a diagram of the work aspects of your application Solution.	N	
6.	Does your Solution provide effective, interactive control and can it use nonvisual means? If so, please describe how this functionality is achieved.	N	
7.	Does your Solution conform to the Section 508 Access Board Standards? (refer to: Home - IT Accessibility, www.section508.gov and www.access-board.gov for further information) If yes, please include a completed Vendor Product Accessibility Template (VPAT) with your proposal.	N	

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
8.	If your reply to the above question is "no", does your Solution provide alternate accessibility functionality? If so, please describe how this functionality is achieved?	Y	
9.	Is your Solution accessible by end users through the internet? This includes the application residing on a secure server. A web browser would be the only required software to access the new system, the new system would be at least compatible with Internet Explorer 6.0.	Y	Our VMS tool is accessed via the Internet and can support all web browsers.
10.	Does the VMS Solution automate the administration of end to end acquisition processes?	Y	Our e-procurement VMS tool automates all processes providing our clients with an end-to-end acquisition process.
11.	Does the VMS Solution automate the building and administration of program standards and procedures?	Y	Our tool automates the building and administration of program standards and procedures; this is a simple configuration option.
12.	Does the VMS Solution automate the scheduling and executing of candidate evaluations?	Y	All evaluations are automated and sent out via triggers in the systems. Evaluations are templates which allow us to create different templates per skill classification and can be automated at different intervals of the assignment.
13.	Does the VMS Solution automate the screening of candidates to match the customer's requisition requirements?	Y	All submitted candidates are ranked and scored utilizing our patented screening algorithms by attainment to/against the job requisition and price.
14.	Does the VMS Solution automate the approval processes?	Y	Our tool has a robust approval framework and can accommodate multiple approvers based on hierarchy and/or amount of the purchase or any combination.
15.	Does the VMS Solution automate compliance and reporting?	Y	All compliance and reporting is automated in our tool to include compliance to all state and federal laws.
16.	Does the VMS Solution automate the vetting and management of an effective supply base?	Y	All supplier vetting and contracts management is automated in our VMS tool.
17.	Does the VMS Solution automate the auditing compliance of supply base?	Y	All supplier audits are automated in our VMS tool. Triggers and alerts drive our notification processes.
18.	Does the VMS Solution automate the tracking of candidates?	Y	All activity in the VMS tool is date and time stamped to include which user transacted in the system providing complete transparency

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
			for audit and reporting purposes.
19.	Does the VMS Solution automate the administration of security procedures such as drug and background checks?	Y	All on-boarding and off-boarding activities are automated in the VMS tool to include tracking of fixed assets.
20.	Does the VMS Solution automate the Time capture and approval?	Y	All time and attendance is captured in our tool. All timecards are in compliance with state and federal regulations to include exempt vs. non-exempt employees. Time can be allocated across multiple cost/project codes at the time card level.
21.	Does the VMS Solution automate the aggregation of time collection and approved bill rates for invoicing (consolidated invoices or not)?	Y	All approved time collection is aggregated for consolidated invoicing. Accruals reports are available real time for finance.
22.	Does the VMS Solution automate the ability to see submittal, interview, and contingent worker status?	Y	Each step in the hiring process is visible in the systems based on user permission roles.
23.	Does the VMS Solution automate the ability to communicate through the tool?	Y	All communication is managed through the tool to include bulletin board for mass communication to specific user groups.
24.	Does the VMS Solution automate the Requisition-to-Pay process?	Y	Our solution automates the entire requisition to pay process.
25.	Does the VMS Solution automate the no order process?	Y	Client specific business rules are configurable.
26.	Does the VMS Solution have single sign-on capabilities?	Y	Our solution has single –sign on capabilities as we have proven success with many other customers.
27.	Does the VMS Solution require users to have multiple authorizations?	Y	One password is required to gain system access. Multiple roles and security groups exist that restrict access to certain functions.
28.	Does the VMS Solution comply with SAS 70?	Y	Our VMS tool has successfully earned SAS 70 Type II certification and has passed all yearly audits.
29.	Does the VMS Solution comply with at least CMM level 2?	Y	
30.	Does your Solution support data encryption? If so, please provide the data encryption techniques that are supported.	Y	We encourage encryption of all communications to us via email; we support TLS as a standard and can implement a mandatory policy for all client email communications to be sent or received via TLS. All web applications are encrypted using a 1024bit SSL cert. All standard HTTP requests are redirected to HTTPS.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
31.	Does your Solution support electronic payment? Please describe in detail how this process will work and what safeguards and security measures will be employed to ensure audit compliance.	Y	EFT bank information is stored on each vendor profile. This information integrates directly to back office accounting ERP systems. Upon receipt of client payment, vendor payment is created and issues. There is segregation of duties between receiving client payment, creating vendor payments, and disbursements to the bank.
32.	Does the architecture of your Solution implement an n-tier approach, consisting at a minimum of End User, Presentation, Application (or business logic), and Data tiers?	Y	
33.	Can the tiers within your Solution be further segmented based on data criticality and sensitivity and on data owner and agency, if required?	Y	Data access is determined by access role. Data can be modified, displayed, or hidden by field level to each user role.
34.	Does your Solution support segregation of each architectural tier? (Explain how your Solution ensures that data is accessible only to the Application tier.)	Y	All access to data must go through the business object layer which also contains a data access layer. This is the only accessibility to the database layer.
35.	State what your Solution uses to communicate among tiers.	N/A	RPC
36.	Which tiers communicate directly with one another?	N/A	Presentation level to business level and Business level to the database level
37.	What software ports, application protocols (SQL, XML, etc.), and network protocols (TCP, UPD, etc.) does your Solution employ?	N/A	TCP and SQL
38.	Explain the steps used to protect these ports and protocols against exploitation of vulnerabilities.	N/A	All ports not used by the application are blocked.
39.	Does your Solution separate the servers supporting different tiers on different network subnets? (Explain to what extent are the tiers isolated from each other and from other network elements by firewalls)	Y	Web presentation and application level are in a DMZ and in different subnet from the database.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
40.	Does the architecture of your Solution employ intrusion detection and prevention, vulnerability scanning, real-time monitoring, and the like to protect confidentiality, integrity, and availability?	Y	ZeroChaos employs industry-leading data security protocols including firewall protection, required secure site login HTTPS, hardware-based intrusion detection and intrusion prevention systems.
41.	Does your Solution support data requests from the presentation tier?	N	Data requests must be processed through the business layer
41.1.	If so, is the requested data isolated in a separate database from application data?	N/A	
41.2.	Do these databases reside on separate servers?	Y	
41.3.	Are the servers physically or logically separate?	Y	Web server, application server, and database server are physically separate
42.	Does your Solution require any specific hardware and software platforms? (If so, describe)	N	VMS is hosted and offered in a SaaS model
42.1.	Do these platforms differ by tier and with data sensitivity and criticality?	Y	
43.	Does your Solution employ commercial-off-the-shelf (COTS) software or third-party software product?	N	
44.	(Explain what steps are taken to harden these products against compromise and what warranty do you provide as to their security.)	Y	The ZeroChaos system is evaluated by a third party who conducts system and application penetration testing.
45.	Assuming you host the Solution, would any components of your Solution be located on VITA's premises?	N	If ZeroChaos hosts the application, all components of our solution are in our secured data centers.
46.	Does your Solution protect the confidentiality, integrity, and availability of communications among the tiers of your application and among components in different locations, if any?	Y	

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
47.	Will your Solution be hosted on hardware and software platforms dedicated to VITA's sole use? If not, what further steps do you take to protect each of your customer's data from access by other customers?	N	The VMS application is multi-tenant.
48.	Does your Solution implement role-based security, grouping users by their roles and granting permission to perform various functions to system users based upon their membership in a group?	Y	Our VMS solution is secured via the role.
49.	Does your Solution support the membership of a single user in multiple user groups?	Y	
50.	Does your Solution support group memberships?	Y	
51.	Does your Solution allow for additional groups to be added based on need?	Y	
52.	Does your Solution allow for group permissions to be customized? (Explain)	Y	Roles determine access and permission levels. These are all configuration options in the application.
53.	Does the role-based security implemented by your Solution support the assignment of ownership rights over various data elements to users or user groups?	Y	
54.	Does your Solution allow for access and rights to modify data to be customized for data owners and/or their designees?	Y	Access and rights can be customized to accommodate any users.
55.	Does your Solution support the ability to limit users' rights to process a work request based on dollar thresholds established by our work rules?	Y	
56.	Does your Solution support the ability of supervisors to delegate procurement authority on a case by case basis?	Y	Supervisors have the ability to delegate on a case by case basis as rights are configured during implementation.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
57.	Does your Solution support the ability to delegate subsets of administrator rights to other groups?	Y	Users have the ability to delegate on a case by case basis as rights are configured during implementation.
58.	Are authentication methods used by your application Solution? (Explain)	Y	Each user must provide valid login and password credentials in order to gain access. SSO is also available.
58.1	Do these methods vary in strength based on the criticality and sensitivity of the data concerned?	Y	All users have the same stringent requirements for authentication
59.	Does your Solution use separate authentication servers to support its authentication?	N	
60.	Does your Solution provide for logically separate servers?	Y	
61.	Does your Solution provide for physically separate servers?	Y	
62.	Does your Solution support disabling users' access after a certain number of failed access attempts?	Y	Access is disabled on user accounts after three failed attempts
62.1.	If so, is the number of failed access attempts that triggers this disabling customizable?	Y	The failed access attempts number is customizable.
62.2.	Can the authority to reset disabled accounts be customized and delegated?	Y	This is one of the configurable elements in our system.
63.	Does your Solution support logging of transactions and other audit trails?	Y	This is standard in our system
63.1.	If so, can the logging capture transactions by user, group, permission, role or other customized audit trails.	Y	The data captured in the logging is customizable to include any of the elements that have been tracked or input into the system.
64.	Does your Solution comply with Commonwealth defined Information Security Standards, including 128-bit encryption and role-based access, as detailed here: http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/IT_Security_Standard_501_01.pdf	N	
65.	Does the Solution provide data to the client in real-time?	Y	All data are available and provided in real-time.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
66.	Does your Solution provide adequate technology investments, such as most current and widely supported operating systems, processor speed & memory, etc.?	Y	All technology investments are reviewed and utilized, when necessary, according to system and customer demand.
67.	Does your Solution provide access via the Internet for all or most contingent workers and their management?	Y	All access is provided via the Internet.
68.	Does your Solution leverage technology to achieve direct cost savings through pay rate and mark-up benchmarking and management?	Y	Vendor shall provide all authorized VITA users access to ZCweb, vendor's proprietary VMS application including ZCweb's integrated market rate aggregating tool. The market rate tool aggregates for a given position, the rates gathered from multiple sources including; ZeroChaos clients, Economic Research Institute (ERI) and Janco surveys, purchased rate information from Mercer and others. Any future additional sources will be included in the tool at no cost to VITA and immediately made available to all VITA authorized users.
69.	Does your Solution provide utilization of web based technology for remote and convenient system access?	Y	ZC Web is Internet based, and accessible from anywhere in the world from a computer with Internet access.
70.	Does your Solution provide customizable interfaces?	Y	All interfaces are customizable and can be configured as needed.
71.	Does your Solution allow multiple systems feeds or downloads?	Y	
72.	Does your Solution allow multiple instances to be combined or allow significantly different processes for different business groups to be separated?	Y	
73.	Does your Solution allow the merging of different labor classifications like independent contractors or project services under the same program administration?	Y	
74.	Does your Solution standardize the Commonwealth's existing library of job titles and descriptions by skill or labor category?	Y	We do this for all clients. Information is gathered from our clients' systems and the data are loaded into our ZC Web system. During implementation, job descriptions and skill/labor categories are reviewed for accuracy to ensure compliance with the customer's business rules.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
75.	Does your Solution capture, analyze, and standardize these job descriptions and include them as templates in the VMS application so that hiring managers have a comprehensive and consistent foundation on which to build their job requirements?	Y	Yes. Templates can be created during implementation, as well as individually by each engagement manager as needed.
76.	Does your Solution provide an end-to-end Requisition-to-Payment process that integrates with the eVA system (eVA is the Commonwealth's electronic procurement system which is implemented using Ariba)?	Y	
76.1.	If so, did you perform the actual interface development?	Y	
77.	Does your Solution capture all activities in the lifecycle of a contingent worker's assignment or from the initial requisition and approval to selection, on-boarding, time collection and invoicing?	Y	All activity is captured in our VMS tool; we track each step in the entire process.
78.	Does your Solution include access by HR and ancillary client departments to monitor integrity of data and compliance?	Y	The solution has a client portal through which authorized users are able to monitor data and program compliance.
79.	Does your Solution include an automated workflow for requisitions? If so,	Y	All workflows in our tool are automated.
80.	Is your Solution's workflow viewable so that end-users can view the current step within the workflow?	Y	
81.	Does your Solution include an automated workflow for sourcing and supplier distribution management?	Y	All workflows in our tool are automated.
82.	Does your Solution include an automated workflow for supplier submittal management?	Y	All workflows in our tool are automated.
83.	Does your Solution include an automated workflow for resume and interview management?	Y	All workflows in our tool are automated.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
84.	Does your Solution include an automated workflow for selection and on-boarding?	Y	All workflows in our tool are automated.
85.	Does your Solution include an automated workflow for on-boarding and orientation?	Y	All workflows in our tool are automated.
86.	Does your Solution include an automated workflow for issue or problem resolution?	Y	All workflows in our tool are automated.
87.	Does your Solution include delivery of data and schema to client on demand by a duly authorized representative of the client?	Y	
88.	Does your Solution provide an electronic timekeeping system via the Internet for Contingent workers to enter time (hours or days worked) and for managers to approve timesheets electronically?	Y	All users are role-based. As such, workers have a secured portal to manager their activities and to enter time.

I. Vendor Neutrality

The MSP is required not to have any bias toward participating vendors and to objectively manage the program as defined by the Commonwealth through its business rules. The MSP will not be allowed to staff its internal resources for Staff Augmentation or Deliverables Based engagements.

	Requirements	A (Y, F, or N)	B (Provide detail to justify your answer in Column A)
1.	Does your Solution distribute requirements to all approved suppliers based on business rules that are established by the Commonwealth?	Y	All distribution requirements are defined by the business rules of each client engagement.
2.	Does your Solution provide full visibility into each transaction, including dates requisitions were released, vendors receiving the requisitions, candidates submitted, reasons for rejection of candidates, selection process, and any associated approvals?	Y	Any information requested to be visible during will be available to the appropriate VITA managers based on roles established during implementation.
3.	Does your Solution provide for final determination on which vendors and, specifically, which contingent workers are selected and engaged in staffing services remains with the Commonwealth?	Y	Since the client holds us accountable to meet and/or exceed all SLAs of the program, ZC does manage all activities of the program. Clients, if desired, can have input on which suppliers support the program.
4.	Does your Solution establish controls within the program to ensure that any protected Commonwealth client or supplier information is not released to any company that is providing contingent workers under the program?	Y	Suppliers are restricted to viewing only their own information.
5.	Does your Solution provide business rules enforced by technology that provide for competitive sourcing and unbiased supplier management?	Y	Our solution is vendor-neutral and, as such, no bias on the part of the supply chain is evidenced in our program. . All orders are competitively sourced to the supply chain.
6.	Does your Solution provide a mechanism so that candidate submittals do not identify the supplier or candidate, allowing the hiring manager to select candidates based on fit for the position, availability and cost?	Y	All candidates submitted are given fair and equal representation as the top tier candidates regardless of the supplier. When candidates are forwarded to the hiring manager, supplier information is not visible to the hiring manager,

7.	Does your Solution provide a process for the removal of any staffing supplier, candidate, or contractor, including any affiliated company, from the Commonwealth's vendor list for non-performance and upon request by an authorized representative of the Commonwealth?	Y	All off-boarding of suppliers and candidates is automated via the tool and is managed by the account team. The appropriate business rules and protocols are followed based on the severity of the activity ,
8.	Does your Solution provide a separate organizational structure for the Managed Service Provider (MSP) service line?	Y	All account team members have a defined reporting structure.
9.	In your Solution, do you agree that your company will not be permitted to staff its resources for Staff Augmentation and Deliverables Based engagements? This includes your company, parent company or subsidiaries.	Y	ZeroChaos is not a staffing company nor are we affiliated with any staffing companies. We do not staff resources.
10.	Does your Solution assign final approval of all participating vendors to the Commonwealth, with MSP providing assistance with the solicitation and evaluation of potential vendors?	Y	ZeroChaos welcomes the opportunity for VITA to participate in the potential supplier solicitation and evaluation process.
11.	Does your Solution allow you the option to provide all potential candidates for an assignment, or a screened list, based on the Commonwealth's needs?	Y	ZC Web provides for the ability to limit potential candidate submissions by screening for location, skill set, experience, previously at VITA, or any other criteria,

Exhibit A, Attachment A

5D-10 Supplier Enrollment Methodology
Staff Augmentation and Statement of Work

Supplier Enrollment

Incumbent VITA Suppliers

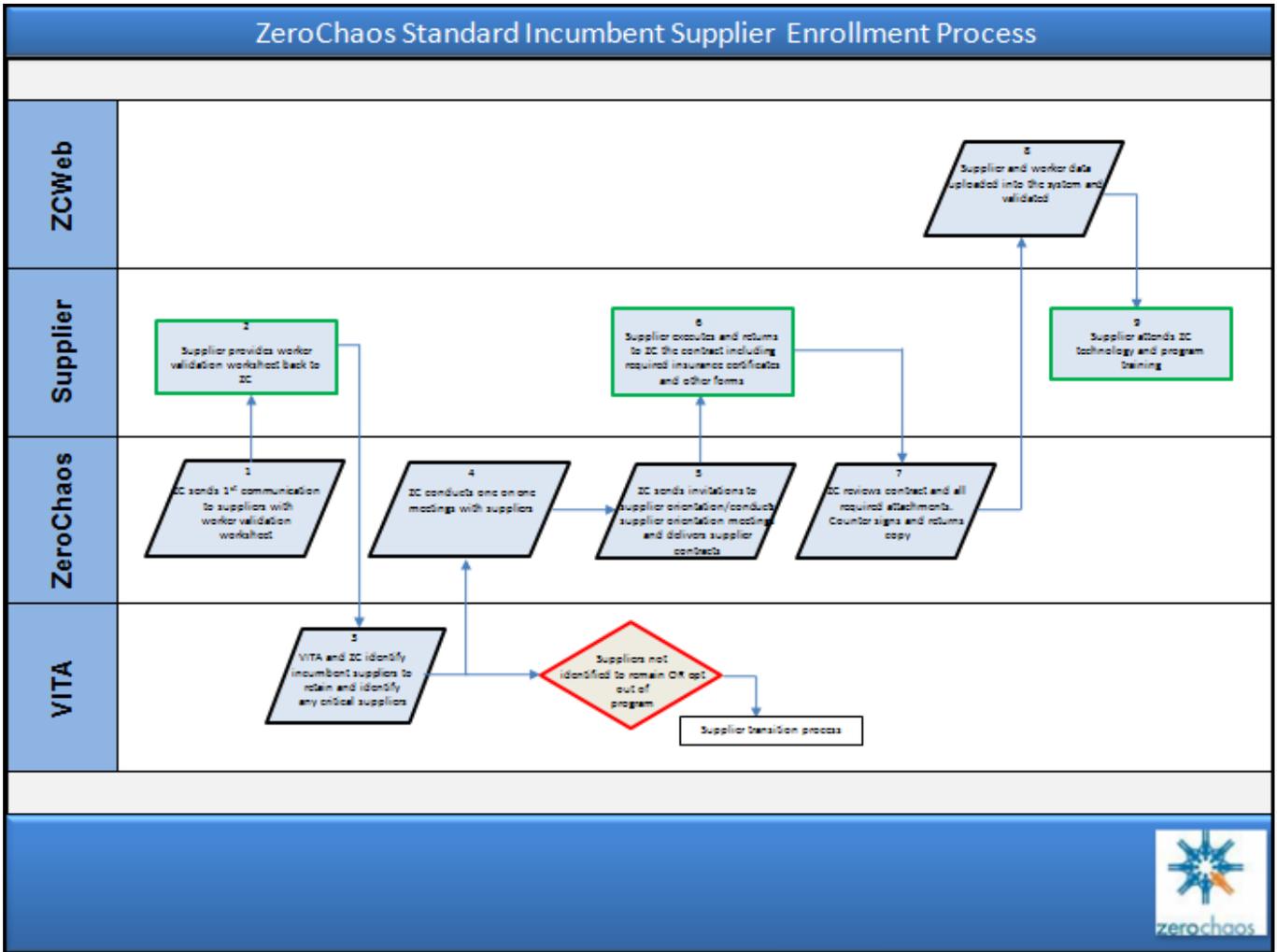
Once we identify existing suppliers that currently have workers assigned to VITA, the process begins by opening the lines of communication. The first communication to the suppliers will be sent in conjunction with VITA informing them of the partnership and asking that they confirm their worker information via a form sent with the communication.

Once information is confirmed regarding suppliers and their existing workforce we confer with VITA regarding any suppliers that are critical and must remain on-board, or any suppliers VITA wishes to terminate due to rationalization opportunities and or poor performance. Once the targeted supplier list is agreed on and any changes are made, ZeroChaos conducts a one-on-one meeting with the suppliers. This allows us to fully explain the program to them, and also allows them to ask questions about the program as their concerns and questions may not pertain to the rest of the supplier group.

Once individual meetings are concluded, invitations are sent to each supplier to attend the Supplier Welcome Meeting. It is here that the multiple benefits of participating in the ZeroChaos program are explained, and where each supplier is provided with an orientation about the program and process. Each supplier leaves the meeting with written information and they are given the applicable supplier agreement (staff augmentation OR SOW) which supersedes their existing contract with VITA. This supplier agreement includes flow down provisions from the master agreement between VITA and ZeroChaos. Explicit due dates are provided and a ZeroChaos representative is made available to them for questions regarding the program or the supplier agreement.

Once the existing supply base is identified and contracted the information is uploaded into ZCweb and validated.

Once the data is uploaded and validated the suppliers attend training on the technology and the program overall.



For any suppliers opting not to participate, a individual debriefing meeting is scheduled in order to work to a successful engagement. If after this meeting the supplier still chooses to opt out of the program they are provided with a communication explaining the options that will be provided to their workers. Those options are:

- *Their workers can remain in their current engagement at VITA with VITA’s approval but no new orders will be distributed to them.*
- *Their workers can remain in their current engagement at VITA under an approved supplier*
- *The worker can remain with their supplier and terminate the engagement at VITA*

Selecting and Qualifying New Suppliers for VITA

When it is determined that additional suppliers need to be enrolled, ZeroChaos will look to its network of existing suppliers to identify those who may be able to fulfill the need. Additionally, we have a formal process for sourcing and qualifying new prospective suppliers. This process focuses on a number of different factors such as:

- established success in the skill sets and geographic areas needed
- client references regarding service quality
- candidate recruitment/screening processes if staff augmentation
- delivery capability and expertise if SOW
- financial standing

In addition, we specifically seek out small woman and diversity-owned suppliers when possible to supplement the existing supplier network.

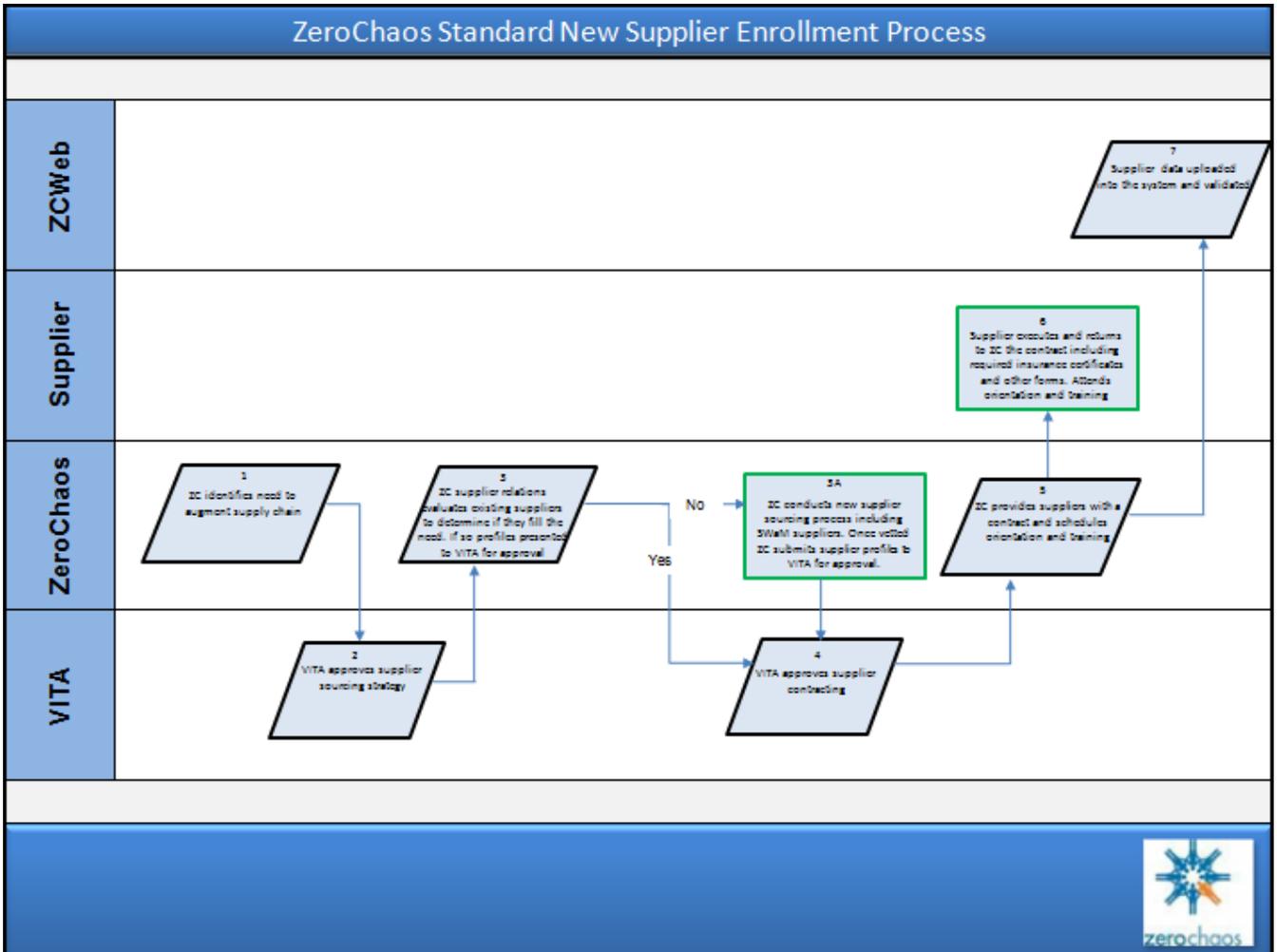
We then utilize our formal supplier enrollment methodology for new suppliers. Steps in this process include;

- Gathering all supplier company information, including materials explaining company operations and focus, financial information, a complete listing of services provided, locations serviced, diversity certification (if applicable) and three references.
- Next, the financial information is reviewed, including D&B, and a determination is made whether or not the company is financially sound enough to support the customer.
- References are verified via phone or email

If the references and financial history provide a positive response and the supplier provides the services needed in the location required, we present the information to our client sponsor for approval (if this is a practice VITA requires).

Once approved, they are offered a subcontract agreement, including a flow down of the Master Contract. In order for ZeroChaos to execute the subcontract, it must be returned signed with a completed Certificate of Insurance and any other necessary paperwork relevant to the client account.

Once the contract is executed, we configure the supplier in the technology and conduct a formal orientation to the program as well as training on the technology and program processes.



5E – 10 Training

Vendor shall provide VITA and staffing suppliers during transition and implementation and ongoing as deemed necessary by both Vendor and VITA, comprehensive training at no cost. Vendor shall provide training to all VITA stakeholders in all locations and will provide at a minimum ten (10) VITA end user training sessions during the first eight (8) months following the Effective Date. A minimum of three (3) sessions will be classroom style trainings at no less than two (2) different geographic locations. The remaining seven (7) training sessions will be web-based. In addition to the VITA training sessions a minimum of three (3) web based supplier training sessions will be held. Vendor shall provide no less than two (2) refresher trainings each Contract Year to all end users.

Vendor shall provide all users Training materials to include but not be limited to, training manuals, web-based demonstrations, self running online training modules, quick reference guides, and online help.

EXHIBIT B-X STATEMENT OF WORK (SOW) TEMPLATE
CONTRACT NUMBER VA-100212-ZCS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
APC Workforce Solutions, LLC (doing business as “ZeroChaos”)

Exhibit B-X is hereby incorporated into and made an integral part of Contract Number VA-100212-ZCS (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and APC Workforce Solutions, LLC (doing business as “ZeroChaos”) (“Supplier”).

In the event of any discrepancy between this Exhibit B-X and Contract No. VA-100212-ZCS, the provisions of Contract No. VA-100212-ZCS shall control.

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

STATEMENT OF WORK

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

1. Project Scope and Understanding of the Requirements

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

- a) general description of the Solution*
- b) project boundaries*
- c) Authorized User-specific requirements*
- d) special considerations for implementing technology at Authorized User’s location(s)*
- e) other characteristics of this project that must be addressed to insure the success of the engagement*

2. Contract Products and Services to Support the Requirements

a. Solution Components

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

b. Services

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

c. Training and Knowledge Transfer

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

training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User.

d. Support

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

3. Project Events and Tasks

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

4. Period of Performance

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

5. Place of Performance

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

6. Milestones, Deliverables, Payment Schedule, and Holdbacks

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

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

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

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

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

- o Site survey report:
- o Training manual:

- o Solution: See Sections 1 and 2 above.

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

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

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

7. Acceptance Criteria

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

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

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

8. Assumptions and Project Roles and Responsibilities

This section contains assumptions specific to this engagement.

State assumptions here.

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

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	

PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

9. Security Requirements

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

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

10. Risk Management

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

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

- a) *Identification of risk factors.*
- b) *Initial risk assessment.*
- c) *Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.*
- d) *Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.*

Performance Bond.

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of

this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

11. Reporting

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

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

Supplier Performance Self-Assessment. Within thirty (30) days of execution of the Statement of Work, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

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

12. Point of Contact

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

Authorized User: _____

Supplier: _____

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

Supplier
By: _____
(Signature)

VITA
By: _____
(Signature)

Name: _____

Name: _____

(Print)

Title: _____

Date: _____

(Print)

Title: _____

Date: _____

EXHIBIT D – SERVICE FEES 
CONTRACT NUMBER VA-100212-ZCS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
APC Workforce Solutions, LLC (doing business as “ZeroChaos”)

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-100212-ZCS (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and APC Workforce Solutions, LLC (doing business as “ZeroChaos”) (“Supplier”).

In the event of any discrepancy between this Exhibit D and Contract No. VA-100212-ZCS, the provisions of Contract No. VA-100212-ZCS shall control.



Staff Aug - Not to Exceed (NTE) Bill Rates:

Refer to Exhibit D-1 for the Job Descriptions and Technology Categories



				Bill Rates (Based on \$0 - \$50MM Contract Spend)				
Regions	Job Category	Position		Legacy Staff Aug NTE Rate (\$/Hr)	Core Staff Aug NTE Rate (\$/Hr)	Mission Critical Staff Aug NTE Rate (\$/Hr)		
All Regions	Applications	Programmer Analyst	Analyst 1	\$ 35.32	\$ 35.32	\$ 39.21		
			Analyst 2	\$ 44.23	\$ 44.23	\$ 49.09		
			Analyst 3	\$ 55.00	\$ 55.00	\$ 61.05		
		Programmer	Programmer 1	\$ 36.45	\$ 36.45	\$ 40.46		
			Programmer 2	\$ 43.10	\$ 43.10	\$ 47.84		
			Programmer 3	\$ 63.25	\$ 63.25	\$ 70.21		
		Software Test Analyst	Analyst 1	\$ 38.87	\$ 38.87	\$ 43.14		
			Analyst 2	\$ 44.23	\$ 44.23	\$ 49.09		
			Analyst 3	\$ 55.00	\$ 55.00	\$ 61.05		
		Technical Writer	Technical Writer 1	\$ 26.70	\$ 26.70	\$ 29.64		
			Technical Writer 2	\$ 30.10	\$ 30.10	\$ 33.41		
			Technical Writer 3	\$ 39.20	\$ 39.20	\$ 43.51		
		Business Analyst	Analyst 1	\$ 38.13	\$ 38.13	\$ 42.32		
			Analyst 2	\$ 36.44	\$ 36.44	\$ 40.45		
			Analyst 3	\$ 49.75	\$ 49.75	\$ 55.22		
		System Analyst	Analyst 1	\$ 39.29	\$ 39.29	\$ 43.61		
			Analyst 2	\$ 36.44	\$ 36.44	\$ 40.45		
			Analyst 3	\$ 51.30	\$ 51.30	\$ 56.94		
			Software Solutions Architect	\$ 74.42	\$ 74.42	\$ 82.60		
			Intelligent Transportation Systems Specialist	\$ 30.48	\$ 30.48	\$ 33.83		
		All Regions	Data Management	Database Architect	Database Architect 1	\$ 40.97	\$ 40.97	\$ 45.48
					Database Architect 2	\$ 55.23	\$ 55.23	\$ 61.30
					Database Architect 3	\$ 68.74	\$ 68.74	\$ 76.30
				Data Warehouse Architect	Data Warehouse Architect 1	\$ 58.44	\$ 58.44	\$ 64.87
					Data Warehouse Architect 2	\$ 61.88	\$ 61.88	\$ 68.68
					Data Warehouse Architect 3	\$ 76.31	\$ 76.31	\$ 84.71
		Database Administrator	Database Administrator 1	\$ 45.35	\$ 45.35	\$ 50.34		
			Database Administrator 2	\$ 51.20	\$ 51.20	\$ 56.83		
			Database Administrator 3	\$ 61.15	\$ 61.15	\$ 67.88		
		All Regions	Project Management	Project Manager	Project Manager 1	\$ 55.74	\$ 55.74	\$ 55.74
Project Manager 2	\$ 65.36				\$ 65.36	\$ 65.36		
Project Lead	Project Lead 1			\$ 43.85	\$ 43.85	\$ 43.85		
	Project Lead 2			\$ 53.99	\$ 53.99	\$ 53.99		
Project Coordinator	\$ 33.27			\$ 33.27	\$ 33.27			
Independent Verification & Validation (IV&V)	\$ 115.00	\$ 115.00	\$ 115.00					
All Regions	Telecom and Computer Networking	Network Administrator	Network Administrator 1	\$ 31.47	\$ 31.47	\$ 31.47		
			Network Administrator 2	\$ 41.84	\$ 41.84	\$ 41.84		
			Network Administrator 3	\$ 45.46	\$ 45.46	\$ 45.46		
		Network Architect	Network Architect 1	\$ 54.30	\$ 54.30	\$ 54.30		
			Network Architect 2	\$ 62.40	\$ 62.40	\$ 62.40		
			Network Architect 3	\$ 78.10	\$ 78.10	\$ 78.10		
		Network Engineer	Network Engineer 1	\$ 37.23	\$ 37.23	\$ 37.23		
			Network Engineer 2	\$ 46.65	\$ 46.65	\$ 46.65		
			Network Engineer 3	\$ 55.25	\$ 55.25	\$ 55.25		
		Public Safety Consultant	\$ 45.00	\$ 45.00	\$ 45.00			
Radio Engineer	\$ 46.50	\$ 46.50	\$ 46.50					
All Regions	Customer/Technical Support	Help Desk	Help Desk 1	\$ 26.96	\$ 26.96	\$ 29.92		
			Help Desk 2	\$ 28.01	\$ 28.01	\$ 31.09		
			Help Desk 3	\$ 32.99	\$ 32.99	\$ 36.62		
		Technical Support	Technical Support 1	\$ 28.12	\$ 28.12	\$ 31.21		
			Technical Support 2	\$ 32.60	\$ 32.60	\$ 36.19		
			Technical Support 3	\$ 40.23	\$ 40.23	\$ 44.66		
		Infrastructure Solutions Architect	Infrastructure Solutions Architect 1	\$ 56.30	\$ 56.30	\$ 56.30		
			Infrastructure Solutions Architect 2	\$ 68.15	\$ 68.15	\$ 68.15		
			Infrastructure Solutions Architect 3	\$ 78.83	\$ 78.83	\$ 78.83		
		System Administrator	System Administrator 1	\$ 38.56	\$ 38.56	\$ 38.56		
			System Administrator 2	\$ 42.62	\$ 42.62	\$ 42.62		
			System Administrator 3	\$ 53.27	\$ 53.27	\$ 53.27		
All Regions	IT Security	IT Security Analyst	IT Security Analyst 1	\$ 45.00	\$ 45.00	\$ 45.00		
			IT Security Analyst 2	\$ 54.31	\$ 54.31	\$ 54.31		
			IT Security Analyst 3	\$ 57.06	\$ 57.06	\$ 57.06		
		IT Security Architect	\$ 44.44	\$ 44.44	\$ 44.44			
All Regions	IT Management Services	Business Continuity Planner	\$ 44.68	\$ 44.68	\$ 44.68			
		Business Process Reengineering	\$ 74.00	\$ 74.00	\$ 74.00			
		Enterprise Architect	\$ 90.00	\$ 90.00	\$ 90.00			
		IT Strategist	\$ 65.00	\$ 65.00	\$ 65.00			

COV Region Table	
Regions	Cities
Region 1	Norton, Buchanan, Dickenson, Lee, Russell, Scott, Tazwell, Wise, Bristol, Galax, Radford, Bland, Carroll, Floyd, Giles, Grayson, Montgomery, Pulaski, Smyth, Washington, Wythe, Covington, Roanoke, Salem, Alleghany, Botetourt, Craig, Franklin, Roanoke, Danville, Henry, Martinsville, Patrick, Pittsylvania,
Region 2	Buena Vista, Harrisonburg, Lexington, Staunton, Waynesboro, Winchester, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Warren, Bedford, Lynchburg, Amherst, Appomattox, Bedford, Campbell,
Region 3	Charlottesville, Albemarle, Culpeper, Fauquier, Fluvanna, Greene, Louisa, Madison, Nelson, Orange, Rappahannock,
Region 4	Amelia, Brunswick, Buckingham, Emporia, Cumberland, Halifax, Lunenburg, Mecklenburg, Nottoway, Prince Edward,
Region 5	Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, Powhatan, Richmond City*, Colonial Heights, Hopewell, Petersburg, Prince George
Region 6	Alexandria, Arlington, Fairfax, Falls Church, Fredricksburg, Manassas, Manassas Park, Fairfax, Loudoun, Prince William,
Region 7	Accomack, Caroline, Essex, King and Queen, King George, King William, Lancaster, Mathews, Middlesex, Northampton, Northumberland, Richmond County, Spotsylvania, Stafford, Westmoreland,
Region 8	Hampton, Newport News, Poquoson, Williamsburg, Gloucester, James City, York, Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk, Isle of Wight, Southampton, Virginia Beach,

MSP Management Fees (based on Contract Spend Value for Staff Aug and Deliverables-Base):

MSP Management Fees include: VMS & Program Implementation, VMS Ongoing Fees, all Transition, all Migration, All Training , MSP Program Operational Services. COV will only be liable for services and fees which have been authorized by a purchase order.

Contract Spend Level (Both Staff Aug & Deliverables-Based)	Fully Loaded MSP Management Fee (%)
up to \$50MM	2.75%
\$50MM - \$75MM	2.65%
\$75MM - \$100MM	2.50%
\$100MM - \$150MM	2.25%
\$150MM - \$200MM	2.00%
\$200MM +	1.75%

Deliverables Based Project Fees (per Statement of Work):

Project Spend Bands (per Project)	Fully Loaded Project Administration Fee (% or \$)
Up to \$50K	2.00%
\$51K - \$100K	2.00%
\$101K - \$300K	2.00%
\$301K - \$500K	2.00%
\$501K - \$800K	1.50%
\$801K - \$1MM	1.50%
\$1MM +	1.50%

Miscellaneous Services:

Adhoc Services

Ad Hoc Services	Service Descriptions	Billing Frequency: (One-Time or Recurring)	Fee per Billing Frequency (\$)	Comments
Streamlined Selection Process	Agency identifies the resource or subcontractor. Includes Invoice and Billing Services.		\$ -	Included in MSP pricing
Invoice & Billing Services	Processing of Timesheets, Invoices and all Billing Services for Off-Process engagements or Sole Source engagements, which are not managed by the MSP.	Recurring	0.50%	.50% (one half of one percent) of the billing amount

Additional Drug Testing & Background Check Services:

Test Type	Test Cost (\$)	Comments
Finger Printing (for High Security projects)	\$ 55.00	Virginia Only
Criminal Verification / Background Check	\$ 26.00	10 Year County search
Social Security Trace	\$ 3.50	\$7 in addition for past address trace
Motor Vehicle Record Check	\$ 3.50	Plus any state fees
Education Check	\$ 10.00	Highest level achieved
Employment Check	\$ 19.00	
License/Credential Verification	\$ 19.00	
National Credit File	\$ 9.00	
H1/L1 Visa	\$ 10.00	
I9 / E-Verify	\$ 7.00	

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APPLICATIONS

1. Programmer Analyst

- Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Evaluates user request for new or modified program, such as for financial or human resource management systems, clinical research trial results, statistical study of traffic patterns, or analyzing and developing specifications for bridge design, to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Consults with user to identify current operating procedures and clarify program objectives. Formulates plan outlining steps required to develop program, using methodologies such as structured analysis and design or object-oriented development.
- Work involves assisting in analyzing systems outlines to develop programs for computer applications, writing solution programs, documenting the methods and procedures used in program development, and testing and correcting programs. Works under moderate supervision with limited latitude for the use of initiative and independent judgment. Develops block diagrams and machine logic flowcharts to represent operations and data flow for applications.
- Captures requirements using industry standard development frameworks and tools. Designs reports, forms and letters along with computer terminal screen displays to accomplish goals of user request. Reviews screens, reports, forms and letters designs with users. Converts project specifications, using industry standard tools, such as object-oriented tools and code generation, into sequence of detailed instructions and logical steps for coding into language processable by computer, applying knowledge of computer programming techniques and computer languages.
- Enters program codes into computer system. Enters commands into computer to run and test program. Reads computer printouts or observes display screen to detect syntax or logic errors during program test, or uses diagnostic software to detect errors. Replaces, deletes, or modifies codes to correct errors. Analyzes, reviews and alters program to increase operating efficiency or adapt to new requirements. Writes documentation to describe program development, logic, coding, and corrections. Writes manual for users to describe installation and operating procedures. Assists users to solve operating problems. Recreates steps taken by user to locate source of problem and rewrites program to correct errors. May use computer-aided software tools in each stage of system development. May train users to use program. May oversee installation of hardware and software. May provide technical assistance to program users. May install and test program at user site. May monitor performance of program after implementation. May specialize in developing programs for business or technical applications.

Programmer Analyst 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-

	established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment
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Programmer Analyst 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Programmer Analyst 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

2. Programmer

- Converts data from project specifications and statements of problems and procedures to create or modify computer programs. Prepares, or receives detailed specifications to describe sequence of steps that program must follow and input, output, and logical operations involved. Analyzes specifications, applying knowledge of computer capabilities, subject matter, and symbolic logic. Confers with supervisor and representatives of departments concerned with program to resolve questions of program intent, data input, output requirements, and inclusion of internal checks and controls. Converts detailed specifications to language processable by computer. Enters program codes into computer system. Inputs test data into computer. Observes computer monitor screen to interpret program operating codes. Corrects program errors, using methods such as modifying program or altering sequence of program steps. May prepare computer block diagrams and machine logic flowcharts for detailed coding of problems, and provides for the documentation of programming work.
- Writes instructions to guide operating personnel during production runs. Analyzes, reviews, and rewrites programs to increase operating efficiency or to adapt program to new requirements. Compiles and writes documentation of program development and subsequent revisions. May assist computer operator to resolve problems in running computer program. May work with System Analyst to obtain and analyze project specifications. May direct and coordinate work of others to write, test, and modify computer programs. Work involves writing programs to solve problems, documenting the methods and procedures used in program development, and testing and correcting

programs. Work involves analyzing system outlines to develop programs for computer applications; writing solution programs; May train others. Works under general supervision with limited latitude for the use of initiative and independent judgment. Analyzes proposed computer applications in terms of equipment requirements and capabilities. Assists in developing solutions to software-related problems. May assist in the generation or installation of systems software.

- Prepares test data. May assist in writing and maintaining functional and technical specifications. Experience in computer programming work. Knowledge of the principles, practices, and techniques of computer programming and systems analysis, of computer operations procedures and systems, and of computer programming languages. Skill in the use of computer equipment. Ability to design programs and systems architecture; to prepare program specifications; to code, test, and debug computer programs; to interpret technical information relating to computer programming and other areas of data processing; and to communicate effectively.

Programmer 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Programmer 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Programmer 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

3. Software Test Analyst

- Develops, publishes, and implements test plans. Writes and maintains test automation. Evaluates, recommends, and implements automated test tools and strategies. Develops, maintains, and upgrades automated test scripts and architectures for application products. Also writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Participates in the testing process through test review and analysis, test witnessing and certification of software.

Software Test Analyst 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Software Test Analyst 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Software Test Analyst 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

4. Technical Writer

- Develops and maintains user and technical documentation and project process documentation for Application Teams. Understands the user's view of applications and /or technology and is able to put procedures in a logical sequence. Provides expertise on technical concepts of applications and /or user groups and structuring procedures in a logical sequence, due to a broad understanding of the applications. Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics and the production of the document.
- Develop, enhance, and maintain user documentation for multiple applications including documentation required for the operations provider. Develop on-line source documentation as appropriate. Maintain documentation libraries and subscription lists. Identify, create, revise, and maintain documentation and templates. Ensure appropriate control access/use of documentation materials. Maintain application and user documentation. Ensure messages and terminology is consistent across all written materials. Research and complete documentation service requests. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Follow quality standards. Ability to work in a team environment. Strong communication skills; both written and spoken.
- Composes technical documents, manuals, bulletins, brochures, publications, training manuals, and special reports. Organizes and coordinates the composition of material and drafting of forms suitable for reproduction. Reviews and edits prepared material and illustrations. Develops and refines material for publication in journals and periodicals. Prepares informational material for release to the mass media. Works with agency staff in the development of formats, graphics, and the layout of publications. Assists agency staff in preparing and refining material for speeches and other public presentations. May research product design, capabilities, and compatibility ranges.
- May oversee the writing, editing, publishing, and distribution of specification documents. May review various resources and prepare analyses or summaries. May train others. Experience in technical writing, journalism, or communications work. Knowledge of the techniques and methods of planning, organizing, and writing various types of materials; of research methodology; and of departmental policies, procedures, and regulations. Skill in the use of office equipment. Ability to conduct research; to compose, review, illustrate, and edit technical documents, materials, and reports; to communicate effectively; and to train others.

Technical Writer 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Technical Writer 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Technical Writer 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

5. Business Analyst

- Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Experienced with business process reengineering and identifying new applications of technology to business problems to make business more effective. Familiar with industry standard (including Legacy, Core, and Emerging technologies), business process mapping, and reengineering. Prepares solution options, risk identification, and financial analyses such as cost/benefit, ROI, buy/build, etc. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs.
- Prepare and document Functional and Technical Specifications for reporting and data warehouse work. Assist with business warehouse/intelligence support and enhancements. Develops RFPs. Assist in deployment and management of end-user reporting tools and platforms. Work with IT and business project teams to understand reporting and data warehousing requirements and propose solutions. Document and provide knowledge transfer to the rest of the Enterprise Reporting Team for all solutions.
- Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Familiar with relational database concepts, and client-server concepts. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.

Business Analyst 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Business Analyst 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Business Analyst 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

6. System Analyst

- Understands business objectives and problems, identifies alternative solutions, performs studies and cost/benefit analysis of alternatives. Analyzes user requirements, procedures, and problems to automate processing or to improve existing computer system: Confers with personnel of organizational units involved to analyze current operational procedures, identify problems, and learn specific input and output requirements, such as forms of data input, how data is to be summarized, and formats for reports. Writes detailed description of user needs, program functions, and steps required to develop or modify computer program. Reviews computer system capabilities, specifications, and scheduling limitations to determine if requested program or program change is possible within existing system.
- Studies existing information processing systems to evaluate effectiveness and develops new systems to improve production or specifications as required. Prepares specifications to detail operations to be performed by equipment and computer programs and

operations to be performed by personnel in system. Conducts studies pertaining to development of new information systems to meet current and projected needs. Plans and prepares technical reports, memoranda, and instructional manuals as documentation of program development. Upgrades system and corrects errors to maintain system after implementation. May assist computer programmer in resolution of work problems related to project specifications, or programming. May direct and coordinate work of others to develop, test, install, and modify programs.

- Provides technical assistance and support for applications and hardware problems and for information sharing with external entities in a customer service environment. Provides field coordination and planning for the effective use of management information systems. Determines operational, technical, and support requirements for the location, installation, operation, and maintenance of various office equipment and systems. Prepares charts, diagrams, tables, and flowcharts. Details input and output record formats for computer programs. Assists in formulating logical descriptions of problems and devising optimum solutions. Assists in the design, development, and maintenance of various computer applications. May provide support and make recommendations for information technology systems processes associated with software technology planning, development, implementation, system security, and interfaces.
- Graduation from an accredited four-year college or university with major course work in computer science, computer information systems, or management information systems is generally preferred. Knowledge of the limitations and capabilities of computer systems and of the techniques used in the design of non-automated systems, of information technology equipment, of applicable programming languages, of computer hardware and software, of computer operating systems, of writing program code, and of automated mapping. Ability to analyze systems and procedures, to write and revise standards and procedures, to communicate effectively, and to train others.

System Analyst 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

System Analyst 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

System Analyst 3	
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Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

7. Software Solutions Architect

Solutions Architect	
Years of Experience	5 or more years of experience in the field
Job Description	Lead and manage the design, implementation and delivery of system and software architecture designs, strategies and quality assurance plans. Design, prototype, develop and implement to achieve business results for the client. Experienced expert able to lead and deliver solutions using object-oriented, service-oriented architecture, and n-tier architectures. Adopt, develop, and execute a robust software development lifecycle, using industry best practices. Follows both the Commonwealth and industry best practices for software engineering. - Leads in the development of long term technology strategy and planning for the entire organization leveraging existing and acquiring new resources. Leads and actively participates on project teams, clarifying business needs and requirements, performing analysis, design, development, integration, and maintenance of systems across the enterprise. Willing and able to engage with other internal organizations to maximize delivery capabilities and provide value to clients. Participates and leads the development of delivery approach, and labor and cost estimates. Manage projects or tasks using the Commonwealth and industry project delivery methodologies and best practices. Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

8. Intelligent Transportation Systems Specialist

Intelligent Transportation Systems (ITS) Specialist	
Years of Experience	5 or more years of experience in the field
Job Description	Design, plan, manage, and implement, and review Intelligent Transportation Systems (ITS) and Transportation/Traffic Management Centers. Participate in the design, layout, modification, and fabrication of the ITS components used in the Commonwealth transportation infrastructure; recommend ITS equipment specifications; assist in developing operating

	<p>procedures for ITS devices; read diagrams, blueprints, manuals, and specifications for new installations and continual maintenance of ITS devices; make corrections to schematics and blueprints; assist contractors and other agencies with installation of new devices and system expansion.</p> <p>Make independent technical decisions in the course of day to day activities.</p> <p>Design, lead and participate in complex field and bench testing procedures on a variety of ITS equipment, such as closed circuit television systems, traffic system control units, trailblazer signs, dynamic message signs, radio communication facilities, conflict monitors, incident detection systems, load switches, inductive vehicle detection systems, power service assemblies, and others; test, troubleshoot, and repair ITS equipment to component level of micro processing systems; maintain and service a variety of test and repair equipment.</p> <p>Train assigned staff in proper work methods and techniques and in the set up and use of equipment.</p> <p>Document all ITS devices in the freeway and arterial infrastructure.</p> <p>Assist Traffic Management Center staff within the center as needed with the operation of the ITS facilities.</p>
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9. Geospatial Projects Manager

Geospatial Projects Manager	
Years of Experience	A minimum of three years of professional experience is required in Geographical Information System (GIS), cartography, CADD, or a related field. A minimum of three years of professional experience as a project manager for geospatial projects is required.
Job Description	Lead and direct cross-functional teams to deliver complex geospatial projects within the constraints of schedule, budget and scope. Assess desired outcomes and identify user requirements and needs. Design geospatial solutions, including geo-database schema, system requirements, system configuration and application functional requirements. Develop and obtain approval of project plans according to accepted practices and procedures. Integrate resources and develop additional resources to facilitate, manage and execute geospatial projects. Facilitate stakeholder communications, project reporting, and project oversight. Manage project closeout and the development of operations and support plans for geospatial data and application maintenance. Provide technical oversight and develop standards for geospatial data and applications.

10. Geographic Information System Analyst

Geographic Information System Analyst	
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Years of Experience	A minimum of two years of professional experience is required in GIS, cartography, CADD, or a related field.
Job Description	Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing complex spatial analyses and producing reports according to customer specifications. Assist in the development of geographic information systems that create, maintain, or leverage geospatial basemap information. Conduct geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Create, adjust, correct, convert and distribute base maps and thematic data. Digitize and maintain spatial databases; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

11. Geographic Information System Specialist

Geographic Information System Specialist	
Years of Experience	Two (2) years of professional experience is required in GIS, cartography, CADD, or a related field
Job Description	Conduct geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites) in addition to performing simple spatial analyses. Assist in the development of geographic information systems that create, maintain, or leverage geospatial base-map information. Create, adjust, correct, convert and distribute base maps and thematic data. Digitize and maintain spatial databases; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

12. Geographic Information System Technician Trainee

Geographic Information System Trainee	
Years of Experience	One year of professional experience related to GIS, cartography, CADD, or a related field, or a minimum of six undergraduate credit hours in GIS, cartography or CADD.
Job Description	Conduct geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Create, adjust, correct, convert and distribute base maps and thematic data. Digitize and maintain spatial databases; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data.

13. Geographic Information System Technician I

Geographic Information System Technician I	
Years of Experience	A minimum of two (2) years of successful experience at the equivalent of the GIS Trainee level.
Job Description	Conduct geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Create, adjust, correct, convert and distribute base maps and thematic data. Digitize and maintain spatial databases; document procedures, validate data for accuracy and completeness, complete approved metadata and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data.

14. Geographic Information System Technician II

Geographic Information System Technician II	
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Years of Experience	A minimum of three (3) years of professional experience in GIS, cartography, CADD, or a related field.
Job Description	Perform specialized technical work in support of complex GIS applications. Implement geo-databases, establish recovery plans, and monitor geo-database performance. Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing simple spatial analyses and producing reports according to customer specifications. Assist in the development of geographic information systems that create, maintain, or leverage geospatial base-map information. Conduct geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Create, adjust, correct, convert and distribute base maps and thematic data. Digitize and maintain spatial databases; document procedures, validate data for accuracy and completeness, complete approved metadata and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

DATA MANAGEMENT

15. Database Architect

- Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Must be able to design, develop and manipulate database management systems, data warehouses and multidimensional databases. Requires a depth and breadth of database knowledge that shall help with formal design of relational databases and provides insight into strategic data manipulation. Responsible for making sure an organization's strategic goals are optimized through the use of enterprise data standards. This frequently involves creating and maintaining a centralized registry of metadata. Capable of performing the role of a database administrator, if needed.

Database Architect 1	
Years of Experience	1 to 3 years of experience in the field or in a related area

Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
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Database Architect 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Database Architect 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

16. Data Warehouse Architect

- Designs, implements and supports data warehousing. Implements business rules via stored procedures, middleware, or other technologies. Defines user interfaces and functional specifications. Responsible for verifying accuracy of data, and the maintenance and support of the data warehouse. Knowledge of data warehouse end-to-end implementation processes, from business requirement logical modeling, physical database design, ETL, end-user tools, database, SQL, performance tuning. Demonstrated problem resolution skills with team of persons, and strong leadership with implementation team Experience in data warehouse design and data modeling (both relational and dimensional) and development and maintenance of multi-dimensional data models. Development experience in implementation of data warehousing utilizing RDBMS. Understanding of data warehouse Metadata concepts, tools and different data warehouse methodologies. Expertise in SQL and proficiency in database tuning techniques. Responsible for the ongoing architecture and design of the data warehouse, data mart, and reporting environments. Develop strategies for flexibility and scalability, and define the future technical architecture direction for the business intelligence reporting physical environment.
- Responsible for proper selection of appropriate hardware, software, tools and system lifecycle techniques for the different components of the end-to-end data warehouse architecture including ETL, metadata, data profiling software, database platform, performance monitoring,

reporting and analytic tools. Defining and documenting the technical architecture of the data warehouse, including the physical components and their functionality. Setting or enforcing standards and overall architecture for data warehouse systems. Monitoring the data warehousing industry and assisting in establishing the organization's data warehousing strategy and section of strategic warehousing tools and techniques. Ensuring compatibility of the different components of the DW architecture and ensuring alignment with broader IT strategies and goals. Ability to educate the project teams on the standards and architecture of each component of the data warehouse architecture. Very strong written and oral communication skills, including some presentation skills.

Data Warehouse Architect 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Data Warehouse Architect 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Data Warehouse Architect 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

17. Database Administrator

- Responsible for data analysis and database management. Involved in maintenance, enhancement, designing of data dictionaries, physical and logical database models, and performance tuning. Knowledge of the utilities and production tools used for data storage management to support the Application Team. Coordinates physical changes to computer databases; codes, tests, and implements physical database, applying knowledge of data base management system. Designs logical and physical databases reviews description of changes to database design to understand how changes to be made affect physical data base (how data is stored in terms of physical characteristics, such as location, amount of space, and access method).
- Establishes physical database parameters. Uses structured query language (SQL) to define database objects using database definition language (DDL) and control access to database objects using data control language (DCL). Language descriptions and specifies identifiers of database to database management system or directs others in coding database descriptions. Calculates optimum values for database parameters, such as amount of computer memory to be used by database, following manuals and using calculator. Specifies user access level for each segment of one or more data items, such as insert, replace, retrieve, or delete data. Specifies which users can access data bases and what data can be accessed by user. Tests and corrects errors, and refines changes to database.
- Enters SQL to create production data base. Uses database utility programs and 3rd party utilities to monitor database performance, such as distribution of records and amount of available memory. Directs programmers and analysts to make changes to data base management system. Reviews and corrects programs. Answers user questions. Confers with coworkers to determine impact of data base changes on other systems and staff cost for making changes to data base. Modifies data base programs to increase processing performance, referred to as performance tuning. Workers typically specialize in one or more types of data base management systems. Providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the database environment.
- Evaluates users' requests for new data elements and systems, incorporates them into the existing shared data environment, and provides technical assistance. Coordinates the use of data to ensure data integrity and control redundancy, loads databases, and reorganizes as needed. Performs data modeling and prototyping. Performs logical and physical data modeling, designs relational database models, and creates physical data models from logical data models. Performs security recovery procedures. Determines and implements database search strategies and storage requirements. Maintains data dictionary ensuring uniformity of definitions and sets standards for use of data dictionary. Monitors database performance and recommends efficiency improvements. Creates test database environment for applications section, including the creation of necessary libraries and procedures.
- Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures within established procedures. Assists with determining, implementing, and enhancing standards on database security and with monitoring agency disaster recovery procedures and systems. Assists with the installation of database software and with analyzing, designing, and implementing databases. Assists in benchmarking and threshold testing of databases and with establishing and controlling necessary database security. Assists in the selection of database management software. Experience in computer systems analysis or computer programming work.
- Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming languages; of data processing flowcharting techniques; of database structures and theories; and of current database technologies.

Database Administrator 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Database Administrator 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Database Administrator 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

PROJECT MANAGEMENT

18. Project Manager

- Designs, plans, and coordinates work teams. Follows standard project management industry practices such as the PMI's framework. Understands business and technical objectives of a project and works closely with project sponsor. Creates project charter and work plan and tracks budget and schedule progress via appropriate metrics. Establishes project organization and methodologies and defines roles and responsibilities. Documents risks and develops mitigation plans. Manages scope. Creates and implements a communication plan. Builds an effective team, assigns tasks to team members, and evaluates outcomes. Negotiates resources. Communicates to stakeholders and project sponsor. Identifies, tracks, and ensures resolution of issues and removal of barriers. Provides technical support to project team

members. Handles complex application features and technical designs. Designs and implements the components required for complex application features. Generally manages a group of applications system analysts. Relies on experience and judgment to plan and accomplish goals. Professional certification is highly desirable.

- May require specific PC, workstation, operating system, application or platform skills. Provides overall direction to the formulation, development, implementation, and delivery of a project. Exercises management responsibility over the achievement of performance, revenue, and profit objectives of a project and its contracts. Ensures that the project plan maintains tasks, schedules, estimates, and status, and disseminates information to team members and customers. Creates a structure and organization for the management of a complex environment with emphasis on quality, productivity, and consistency. Directs corrective actions in any area where performance falls below objectives. Arranges for the assignment of responsibility to other supporting facilities, business areas, and support functions, and monitors their performance. Self-directed and independent. Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project.
- Project Managers are required to be qualified under the Commonwealth of Virginia Qualification Standards for IT Project Managers. <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=589>

Project Manager 1	
Years of Experience	1 to 7 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Project Manager 2	
Years of Experience	8 or more years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

19. Project Lead

- The Project Lead shall have day to day responsibility for management of a project team, providing technical team leadership on complex projects. They are responsible for program design, coding, testing, debugging, documentation and support. They shall have full technical knowledge of all phases of applications systems analysis and programming. There may be multiple phases of the project for which they have responsibility. This person shall manage day-to-day execution of design, development, testing and implementation activities; actively encourage and facilitate communication between the business analysts, development, and QA teams; and ensure that system requirements are documented, complete, accurate and approved.
- This person shall ensure formal design reviews are held regularly for each iteration or code cycle and work with program leadership team to establish and manage the project iteration and release cycles and attend release planning meetings. This person shall manage development activities and coordinate technical and application components with other Commonwealth projects and applications; ensure that appropriate system support and maintenance documentation is complete, which includes support documentation for Help Desk support and maintenance staff. This person shall also review release notes for accuracy, and reports to the Project Manager and works with the Project Manager to determine project resource requirements.

Project Lead 1	
Years of Experience	1 to 7 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Project Lead 2	
Years of Experience	8 or more years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

20. Project Coordinator

Project Coordinator	
Years of Experience	2 or more years of experience in the field or in a related area.
Job Description	The Project Coordinator shall provide day-to-day coordination of project tasks. The project coordinator maintains version control and provides administrative support for project management information system. Prior experience of large project administration. Ability to communicate at all levels of an organization and third parties. Experience with similar scale roles and organizations. The project coordinator is task focused. Works under the direction of the project manager or project lead and reports to a project manager or project lead.

21. Independent Verification & Validation (IV&V) Specialist

- Minimum of thirty-six (36) months experience performing the duties necessary to complete one or more phases (e.g., project management, planning, development, testing, implementation) of a full system, product or service development lifecycle.
- Minimum of twenty-four (24) months cumulative experience within the past seven (7) years performing audit level IV&V reviews.
- Must have a Project Management Professional (PMP) Certification.
- Previous engagement experience managing an IV&V review whose scope included meeting Federal or State administrative and technical regulations.
- At a more detailed level, the IV&V Team Members must collectively demonstrate the individual knowledge and experience to:
 - Analyze project management; work breakdown structure development and execution, schedule development and execution, resource planning and management, budget formulation and execution, workflow management and reporting, progress tracking.
 - Review and analyze project management planning documents; e.g., Project Plan Executive Summary, Project Performance Plan, Work Breakdown Structure, Resource Plan, Project Schedule, Budget Plan, Procurement Plan, Risk Management Plan, Communications Plan, Change and Configuration Management Plan, Quality Management Plan.
 - Review and analyze project product development documents; e.g., Project Status Reports; Change Control Requests; Issue Log; and Issue management documentation.
 - Review and monitor development processes, procedures and practices to ensure they are being documented, implemented, and analyzed for improvement.
 - Assess the project's Configuration Management function by reviewing CM reports and making recommendations regarding appropriate processes and tools to manage product changes.
 - Assess the project's Quality Management function by reviewing QM reports and making recommendations regarding appropriate processes, procedures, practices and tools to assure product quality.
 - Assess the project's Risk Management function by reviewing RM reports and making recommendations regarding appropriate processes, procedures, practices and tools to manage product planning, development, and implementation risks.

- Perform a detailed review of project deliverables and acceptance criteria for accuracy, completeness, and adherence to contractual and functional requirements.
- Perform a detailed review of the product documentation (Requirements, Design, Training, Test, and Management Plans, etc.) for accuracy, completeness, and currency.
- Perform a detailed review of the product architecture for feasibility, consistency, and adherence to industry, Federal or Commonwealth standards.
- Inventory and review application software for completeness and adherence to programming standards for the project.
- Analyze application, network, hardware and software operating platform performance characteristics relative to expected/anticipated/contractually guaranteed results and industry standards.
- Review the processes, procedures and practices used within the project for tracking business and technical requirements to their source and review the processes, procedures and practices established during the planning phase for requirements traceability throughout the subsequent development and implementation phases.
- Review the traceability of product requirements through the design, development, testing, and training tasks of the project.
- Assess and recommend improvement, as needed, to assure the planned operations and maintenance performance of the product.
- Assess and recommend improvement, as needed, to assure product testing is being performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate.
- Assess and recommend improvement, as needed, to assure appropriate user and developer training is planned for and carried out.
- Review product hardware and software configurations and report on any compatibility and obsolescence issues.
- Review and analyze product performance studies to determine if the product is performing as planned.
- Effectively document IV&V review findings and recommendations.

IV&V Specialist	
Years of Experience	<ul style="list-style-type: none"> ● Each IV&V Specialist has a minimum of one (1) full-technical (software and hardware) IV&V review. ● A minimum of 4,000 hours experience within the past ten (10) years in risk assessment and mitigation strategy/technique development. The hours of experience do not need to be continuous. ● A minimum of 14,000 hours development experience within the past fifteen (15) years in the full system, product or service development lifecycle. The hours of experience do not need to be continuous. ● Each IV&V Team Member has a minimum of eighty-four (84) months experience performing the duties of a system analyst. ● A minimum of eighty-four (84) months development experience in the full software development lifecycle. ● A minimum of eighty-four (84) months experience performing the duties of a system analyst. ● A minimum of eighty-four (84) months Mainframe experience. ● A minimum of forty-eight (48) months experience in nTier development. ● A minimum of thirty-six (36) months database experience at both the conceptual and detail level. Including a minimum

	<p>of one project of twelve months duration.</p> <ul style="list-style-type: none"> • A minimum of sixty (60) months client/server experience.
Job Description	<p>The IV&V Specilaist will provide periodic, independent analyses of the IV&V Review Areas for a major IT project. The Reviewer conducts analyses to identify, inform and educate the project team, and the various oversight agencies, committees and boards of any areas of weakness and risk to the project, as well as the proposed and recommended solutions for their remediation and/or mitigation.</p> <p>Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions require expert independent judgment.</p>

TELECOMMUNICATIONS AND COMPUTER NETWORKING

22. Network Administrator

- Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. Maintain network hardware and software. Monitor network to ensure network availability to all system users and perform necessary maintenance to support network availability. May supervise other network support and client server specialists and plan, coordinate, and implement network security measures. Coordinate the development, implementation, and maintenance of a local area network or wide area network. Maintains the network's physical and logical structures, including network connections. Maintains network support software, analyzes user support statistics, and recommends appropriate measures. Installs, tests, and maintains network hardware and software. Prepares and analyzes statistics on network utilization and availability. Prepares training courses and provides user support and training in the use of available hardware, software, and utilities. Performs tuning and capacity planning activities to enhance the performance of the network resources.
- Assist in the development, implementation, maintenance, and monitoring of a local area network or wide area network. Works under close supervision with minimal latitude for the use of initiative and independent judgment. Performs procedures for backup, recovery, and archival of files stored on the network. Communicates with vendors, users, management, and network programming staff. Serves as contact for remote network locations to obtain clarification of problems and to identify solutions or corrective actions. Assists in preparing training courses and providing user support and training in the use of available hardware, software, and utilities. Assists in maintaining the local area network or wide area network, cable and hub installations, and inventories. Conducts product evaluations of upgraded or new hardware and software—identifying strengths, weaknesses, and potential benefits to the agency—and recommends enhancements to network facilities.

- Assists in maintaining the network's physical and logical structures and in installing and testing hardware and software. Assists in performance tuning and capacity planning activities to enhance the performance of the network resources and in maintaining network support software. Assists in or conducts product evaluations of upgraded or new hardware and software and identifies strengths, weaknesses, and potential benefits to the agency. Assists in maintaining the operating system and security software utilized on the network, including the addition of new users to the network and establishment of rights and privileges. Experience in local or wide area network work. Knowledge of network facilities and data processing techniques; of personal computer hardware and software; of network operating system and security software; and of performance monitoring and capacity management tools.

Network Administrator 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Network Administrator 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Network Administrator 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

23. Network Architect

- Participates in designing and developing the network to ensure that it is secure, reliable, and robust; implements and maintains network management servers that assist the agency in managing, monitoring, and securing the network.
- Develops and implements detection activities to test network vulnerability to intrusion by hostile individuals or groups; participates in detecting, investigating, documenting, and reporting actual or potential network security violations, intrusions, or other inappropriate use.
- Designs backbone infrastructure, network facilities, wide area networks, local area network, wireless and telecommunication networks to provide reliable Internet access, remote access to information technology services (ITS), network security, and high performance networking.
- Evaluates security products and tests security systems performance; assists in planning, implementing, and testing disaster recovery procedures; participates in making formal risk assessments related to network security.
- Certification in areas related to network management and security preferred (CNE, MCSE, MSCE+1, CISA, CCNA, CCNP, CCIE, CCSA, CCSE, CCSE-PLUS, Cisco Security Specialist).
- Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.)

Network Architect 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Network Architect 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Network Architect 3	
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Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

24. Network Engineer

- Responsible for installing networking technologies and supporting networks. Assesses existing network configurations and makes recommendations based on product specifications. Configures equipment and software to meet business needs, trains others on the solution, and documents the solution for ongoing support. Functions as part of a team on larger projects, or individually provides the services on support visits or smaller projects. Provides technical support and assists with the design of network solutions.
- Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.)

Network Engineer 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Network Engineer 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Network Engineer 3	
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Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

25. Public Safety Consultant

Public Safety Communications Consultant	
Years of Experience	Extensive knowledge of public safety communications and enhanced 9-1-1 systems. Knowledge of current 9-1-1 industry trends in technology architecture, microcomputers, networking, and the Internet/Worldwide Web.
Job Description	Performs systems analysis, design, documentation, and implementation of complex public safety communications projects. These projects may include needs analyses, staffing studies, consolidation plans, equipment assessments and planning, budget preparation and forecasting, performance reporting/analysis and other related supporting the operation of public safety answering points and first responders.

26. Radio Engineer

Radio Engineer	
Years of Experience	Considerable experience in voice, data and video systems. Training in electronics is required. Advanced technical experience in the design of voice, data, video and wireless/radio systems and services. FCC General Radio Telephone license or Amateur Radio License highly desirable. Certification in public procurement would be desirable. Advanced knowledge of complex communications systems; business management practices and principles.
Job Description	Conducts the review, analysis and design of current and proposed voice, data and video communications, both wire line and wireless, also develop engineering plans and networks for state agencies and institutions. Performs research to develop recommendations for enhancements, expansions and/or consolidations of voice, data and video communications, using wire line and wireless equipment, facilities and services. Engineer system/network migration details toward sharing of integrated services, while laying the foundation of Open System Interconnections. Assist in the coordination, engineering and processing of FCC licenses. Educate and keeps abreast of FCC Land Mobile Radio (LMR) rules, policies, legal rulings and ongoing spectrum issues--analyzes results and impacts.

CUSTOMER/TECHNICAL SUPPORT

27. Help Desk

- Provide technical assistance to computer system users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Answer questions or resolve computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.
- Provide service and preventive maintenance activities on terminals, printers, personal computers, etc. Basic knowledge of electrical/mechanical principles and basic electronics. Read and comprehend technical service manuals and publications. Knowledge of basic mathematics to read and understand various gauges, meters, and measurement devices. Able to diagnose and repair products by replacing worn or broken parts, and making technical adjustments. Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. Strong communication skills.
- Assist in coordination of changes, upgrades and new products, ensuring systems shall operate correctly in current and future environment. Provide accurate and complete answers to general use and administrative environment questions in a timely manner. Implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Ability to work in a team environment.

Help Desk 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Help Desk 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Help Desk 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

28. Technical Support

- Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security, and systems groups. Performs basic operation, monitoring, installation, trouble shooting, relocations, or maintenance of communications equipment. Identifies and resolves basic communications problems. Prepares or assists in the preparation of service record documentation. Shows awareness of standards and regulatory requirements related to assigned tasks.
- Assists in monitoring and providing assistance on the use and interface of systems, subsystems, and software applications. May be responsible for accessing data from and transferring data to various local, state, or federal databases. May assist in the review and recommendation of the procurement and inventory of information resources hardware or software. May write and update personal computer and mainframe application programs. Experience in automated data processing systems. Knowledge of the practices, principles, and techniques of computer operations, of information systems, of computer software and hardware, and of information security policies and procedures. Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems. Ability to operate information technology systems, to communicate effectively, and to train others.
- Provides assistance in the design, development, and maintenance of various system applications. Provides technical assistance and support for applications and hardware problems. Installs, maintains, moves, and assists in testing and upgrading new and existing hardware/software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on system efficiency and utilization. May be responsible for accessing data from and transferring data to various local, state, or federal databases.
- Installs, maintains, moves, and assists in testing and upgrading new and existing hardware and software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Develops procedure manuals. Develops and makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on systems efficiency and utilization. May supervise the work of others.

Technical	
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Support 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Technical Support 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Technical Support 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

29. Infrastructure Solutions Architect

- Must be proficient at the techniques that go into the formulation of architectures, including requirements discovery and analysis, application of abstraction, formulation of solution context, solution alternatives identification and assessment, technology selection, and architectural configuration. Extensive understanding and experience in technology areas for Mainframe and Distributed platforms, networking, databases, High Availability/Disaster Recovery, and IT security.
- Ability to work closely with client/application architects, senior managers, and project managers to design and assist with the implementation of the solutions infrastructure related components. Demonstrated ability to work independently and complete assigned project responsibilities under limited supervision. Experience and skills in prevailing industry architecture and engineering methodologies such as ITIL. Knowledge of and experience with a broad range of application servers, web servers, messaging servers, database servers,

and related technologies. Able to analyze business requirements and define solutions to address complex business needs. Experience in web infrastructure design and operations including IP, HTTP, HTTPS, FTP, load balancing, clustering, failover, monitoring, diagnostics, performance tuning, etc. Possess high aptitude for problem-solving and trouble-shooting.

Infrastructure Architect 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

Infrastructure Architect 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

Infrastructure Architect 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

30. System Administrator

- The System Administrator (SA) is responsible for effective provisioning, installation/configuration, operation, and maintenance of computer hardware and software and related infrastructure. This individual participates in technical research and development to enable continuing innovation within the infrastructure. This individual ensures that system hardware, operating systems, software systems, and related

procedures adhere to Commonwealth policies, standards, and guidelines. Responsibilities include systems administration engineering and provisioning, operations and support, maintenance and research and development to ensure continual innovation. Install new / rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements. Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups. Perform regular security monitoring to identify any possible intrusions. Perform daily backup operations, ensuring all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary. Perform regular file archival and purge as necessary. Create, change, and delete user accounts per request. Provide Tier III/other support per request from various constituencies. Investigate and troubleshoot issues. Diagnose and recover from hardware or software failures. Coordinate and communicate with impacted constituencies. Apply OS patches and upgrades on a regular basis, and upgrade administrative tools and utilities. Configure / add new services as necessary. Upgrade and configure system software that supports GIS infrastructure applications or Asset Management applications per project or operational needs. Maintain operational, configuration, or other procedures. Perform periodic performance reporting to support capacity planning. Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required. Maintain data center environmental and monitoring equipment. Apply OS patches and upgrades on a regular basis, and upgrade administrative tools and utilities. Configure / add new services as necessary. Upgrade and configure system software or Asset Management applications per project or operational needs. Maintain operational, configuration, or other procedures. Perform periodic performance reporting to support capacity planning. Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.

System Administrator 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

System Administrator 2	
Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with

	considerable latitude for the use of initiative and independent judgment.
System Administrator 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

IT SECURITY

31. IT Security Analyst

- Monitor and advise on information security issues related to the systems and workflow at an agency to ensure the internal IT security controls for an agency are appropriate and operating as intended. Coordinate and execute IT security related projects for the agency. Coordinate response to information security incidents. Develop and publish Information Security policies, procedures, standards and guidelines based on knowledge of best practices and compliance with Commonwealth IT Security policies, standards, and guidelines..
- Conduct campus-wide data classification assessment and security audits and manage remediation plans. Collaborate with IT management, Internal Audit, and VITA to manage security vulnerabilities. Create, manage and maintain user security awareness. Conduct security research and keeps abreast of latest security issues.
- Prepares IT security documentation, including department policies and procedures, agency notifications, Web content, and alerts.

IT Security Analyst 1	
Years of Experience	1 to 3 years of experience in the field or in a related area
Job Description	Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

IT Security Analyst 2	
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Years of Experience	4-7 years of experience in the field or in a related area.
Job Description	Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

IT Security Analyst 3	
Years of Experience	8 or more years of experience in the field
Job Description	Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

32. IT Security Architect

IT Security Architect	
Years of Experience	3+ years of experience in security architecture 9+ years of experience in information security 9+ years of experience working with computer systems 9+ years of experience working with network software and hardware, data or voice as well as experience with open and proprietary software and hardware
Job Description	Establish the target security/infrastructure architecture. Author corresponding requirements, including definition of dependencies on infrastructure consolidation efforts. Define Security/Information Assurance requirements (and dependencies). Specify key architectural aspects of the architecture view, and identify other aspects that need definition. Other duties include researching best practices for reuse, applying Commonwealth IT Security and industry standards, and defining the transformation approach that transitions the current architecture to the target architecture. Experience working with current and emerging information security technologies and development methodologies. Bachelor's degree in computer science, management information systems, or related field preferred. Good analytical and creative problem solving skills. Relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a

	wide degree of creativity and latitude is expected.
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IT MANAGEMENT SERVICES

33. Business Continuity Planner

Business Continuity Planner	
Years of Experience	5 or more years
Job Description	<p>Provides specialized expertise in business continuity planning, project management and problem analysis and resolution. Participates in major project assignments to: assist business partners in resolving business issues related to work area (business function), recovery planning and recovery plan development / enhancements. Capitalizes on business opportunities to refine processes to mitigate exposure during disruptions of service, and possibly, improve day-to-day operations. Facilitates and coordinates the development of work area (business function) business continuity plans for business units.</p> <p>Responsibilities include, but are not limited to, the following: assist business units with assessment of potential business impact, definition of critical, time-sensitive functions, design, development, and documentation of business continuity plans, recommend recovery strategies and options, and assist with the implementation of recovery solutions, coordinate business continuity plan exercises, develop schedules for training / awareness for business partner associates, coordinate development of business unit schedules for annual business continuity documentation maintenance and update, exercises, and independent review and validation, report the business continuity status of business units to senior management, provide expertise and support to management and business functional areas, as requested, when a disruption occurs.</p>

34. Business Process Reengineering

Business Continuity Planner	
Years of Experience	5 or more years

Job Description	<p>This position applies process improvement and re-engineering methodologies and principles to conduct process modernization projects. Additional duties may include activity and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. Providing group facilitation, interviewing, training, and provides additional forms of knowledge transfer. Serves as a key coordinator between multiple project teams to ensure enterprise wide integration of re engineering efforts.</p> <p>Additional Responsibilities: Design workflow for purchasing software, collect and analyze statistics/metrics for software purchases, identify gaps in all associated processes and risks, establish memorandum of understanding (MOU's) where required, maintain SOP's for all processes, and support the client at customer meetings</p>
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35. Enterprise Architect

Enterprise Architect	
Years of Experience	5 or more years
Job Description	<p>This position works across Application Development, Service Delivery and Infrastructure to identify, research, discuss, design, and implement key enterprise architecture standards. Other responsibilities include: Research, design, document, build, and pilot prioritized topics for standards. Manage the list of potential standards and work with the application development management to prioritize efforts. Work closely with Development, Infrastructure, and Service Delivery teams to understand their needs and ensure the best enterprise standard is implemented. Work closely with development teams to pilot and prove out the standard. Drive the identification, development and implementation of key new standards in areas such as; Performance Testing, Security, Event Management, Web UI Framework, .NET Design Standards, Application To Application Communication, Caching, etc. Propose new enterprise standards based on business need, IT need and technology advances. Assist development teams to implement the standards into business applications. Investigate new technology and techniques that should be developed into an agency enterprise architecture standard.</p> <p>Lead key enterprise architectural design projects as necessary. Operate as business savvy technical leader across the organization. Influence development teams to design high-quality technical solutions that fit the Enterprise Architecture and standards. Educate application development managers, developers, and business analyst on Commonwealth Enterprise Architecture Standards.</p>

36. IT Strategist

IT Strategist	
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VA-100212-ZCS, Exhibit D-1
IT Contingent Labor Job Descriptions and Technology Classifications

Years of Experience	5 or more years
Job Description	Supports top management in IT strategy formulation, IT strategic plans execution, strategic process improvements, and communication of IT strategies to all stakeholders. Analyze business performance, industry trends, existing or new regulatory requirements and their impact on IT operations; make recommendations on alternative courses of action, including risk assessment, capital investment, and acquisitions needed to align IT strategy with agency strategic plan. Requires advanced knowledge of strategic planning concepts and frameworks, business issues and concepts, research methodology, general management and financial analysis. Additionally, requires good interaction skills with senior management, with ability to articulate and defend recommendations made.

VA-100212-ZCS, Exhibit D-1
IT Contingent Labor Job Descriptions and Technology Classifications

Technology	Legacy	Core	Emerging	Mission Critical
Languages				
.NET		X		
AJAX		X		
ASP		X		
BASIC	X			
C	X			
C#		X		
C++		X		
CICS	X			
Clipper	X			
COBOL	X			
ColdFusion	X			
dBASE	X			
Delphi	X			
Dreamweaver		X		
Excel	X			
Fortran	X			
FoxPro	X			
HTML	X			
Informix-4GL	X			
J2EE		X		
J2ME		X		
Java		X		
JavaScript		X		
JSP		X		
Lotus Notes	X			
MAPPER (BIS)				X
MS Access	X			
Natural	X			
Oracle Forms	X			
Perl	X			
PHP	X			
PL/SQL		X		
PowerBuilder	X			
Progress4GL	X			
RPG	X			
Ruby	X			
SAS	X			
SQL		X		
Transact-SQL		X		
TurboPascal	X			
VBScript		X		
Visual Basic	X			
Visual Basic.NET		X		
Visual FoxPro	X			

VA-100212-ZCS, Exhibit D-1
IT Contingent Labor Job Descriptions and Technology Classifications

Technology	Legacy	Core	Emerging	Mission Critical
Visual FoxPro	X			
Visual J++	X			
Word Forms	X			
XML		X		
Databases				
Access	X			
Adabas	X			
Advanced Revelation	X			
Cache			X	
DB2		X		
dBase	X			
DMS 2200	X			
Filemaker Pro	X			
FoxPro	X			
IMS	X			
Informix	X			
ISAM (and variants)	X			
KB_SQL	X			
Lotus Notes	X			
MAPPER				X
MySQL		X		
Oracle		X		
Paradox	X			
Pervasive.SQL	X			
Rbase	X			
SAS (Data warehouse)	X			
Spreadsheet, Excel	X			
Spreadsheet, Other	X			
SQL Server		X		
Sybase	X			
Text File	X			
Turbolmage	X			
UniVerse	X			
VMS RDB	X			
VSAM	X			
Word Processing Document	X			
Platforms				
Clustered Servers		X		
Distributed Servers		X		
IBM Mainframe	X			
Single Server		X		
Unisys Mainframe	X			
Virtual Servers		X		

TECHNOLOGY RATES

Job Title	Legacy NTE Rate	Core NTE Rate	Emerging NTE Rate	Mission Critical NTE Rate
Programmer Analyst				
Programmer				
Software Test Analyst				
Technical Writer				
Business Analyst				
System Analyst				
Software Solutions Architect				
Intelligent Transportation Systems Specialist				
GeoSpatial Project Manager				
Geographic Information System Analyst				
Geographic Information System Specialist				
Geographic Information System Technician				
Database Architect				
Data Warehouse Architect				
Database Administrator				
Project Manager				
Project Lead				
Project Coordinator				
Independent Verification & Validation (IV&V) Specialist				
Network Administrator				
Network Architect				
Network Engineer				
Public Safety Communications				
Radio Engineer				
Help Desk				
Technical Support				
Infrastructure Solutions Architect				
System Administrator				
IT Security Analyst				
IT Security Architect				
Business Continuity Planner				
Business Process Reengineering				
Enterprise Architect				
IT Strategist				

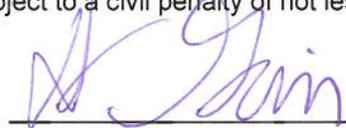
EXHIBIT E: CERTIFICATION REGARDING LOBBYING

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

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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:

Day Goin

Organization:

APC workforce Solutions LLC db/a Zerachoor

Date:

Feb 10 2010

Pool % Weight	Category	SubCategory	Performance Metric	Description	Service Level/Response Time (TBD during Negotiations)	Performance Target (TBD during Negotiations)	Calculation	Frequency of Review
	Candidate Selection	Candidate review and selection - Legacy and Core	Round 1 - Resume Submittal Cycle Time	Measures cycle time of: requisition received by the Supplier Network, Supplier provides candidate resumes to MSP, MSP pre-screening of candidate resumes and receipt of 3-5 resumes by the Agency.	3 Business Days	98%	Total number of requisitions released to the vendor network through the end of the quarter minus the total number of requisitions through the end of the quarter for which the first Round of resumes WERE NOT forwarded to hiring manager for review within SLA / Total number of requisitions released to the vendor network through the end of the quarter. Calculations are cumulative for contract term.	Review weekly; reported quarterly
	Candidate Selection	Candidate review and selection - Legacy and Core	Round 2 - Resume Submittal Cycle Time	Measures the cycle time of: MSP is notified that Round 1 has been rejected; and Agency receipt of 3-5 Round 2 candidate resumes.	2 Business Days	98%	For Round 2 numbers only: Total number of requisitions released to the vendor network through the end of the quarter minus the total number of requisitions through the end of the quarter for which the second Round of resumes WERE NOT forwarded to hiring manager for review within SLA / Total number of requisitions released to the vendor network through the end of the quarter. Calculations are cumulative for contract term.	Review weekly; reported quarterly
	Candidate Selection	Candidate review and selection	Standard Fill Rate	Measures MSP's ability to satisfactorily fulfill non-urgent Staff Aug requisitions within two rounds: indicates how many requisitions had to be sent to the exception process (after two rounds)	N/A	95%	Total number of positions filled through the end of the quarter / total number of requisitions filled through the end of the quarter plus the number of positions sent to the exception process, because of failure to meet this SLA, through the end of the quarter. Calculations are cumulative for contract term.	Review weekly; reported quarterly
	Candidate Selection	Candidate review and selection	Normal Round 1 Fill Rate	Measures MSP's ability to satisfactorily fulfill non-urgent Staff Aug requisitions within first round of resumes submitted to requestor (normal requisitions)	N/A	95%	Total number of filled positions through the end of the quarter minus the total number of filled positions resulting from the second round of resumes through the end of the quarter / total number of requisitions filled through the end of the quarter. Calculations are cumulative for contract term.	Review weekly; reported quarterly
	Candidate Selection	Candidate review and selection	Urgent Request Response Time	Measures cycle time of: URGENT requisition received by the Supplier Network, Supplier provides candidate resumes to MSP, MSP pre-screening of candidate resumes and receipt of 3-5 resumes by the Agency. "URGENT" is defined as the candidate start date is within 5 business days of release of the requisition to the network.	TBD	TBD	Total number of URGENT requisitions released to the vendor network through the end of the quarter minus the number of URGENT requisitions through the end of the quarter which DID NOT receive first batch of resumes for review within SLA of release to the the vendor network / total number of URGENT requisitions released to the vendor network through the end of the quarter. Calculations are cumulative for contract term.	Monthly Review, Not measured for SLA's
	Candidate Selection	Candidate review and selection	Urgent Request Fill Rate	Measures MSP's ability to satisfactorily fulfill URGENT Staff Aug requisitions within two rounds: indicates how many requisitions had to be sent to the exception process (after two rounds). "URGENT" is defined as the candidate start date is within 5 business days of release of the requisition to the network.	TBD	TBD	Total number of URGENT requisitions filled through the end of the quarter / total number of URGENT requisitions filled through the end of the quarter plus the number of URGENT positions sent to the exception process within the quarter. Calculations are cumulative for contract term.	Monthly Review, Not measured for SLA's
	Candidate Selection	Candidate review and selection	Urgent Round 1 Fill Rate	Measures MSP's ability to satisfactorily fulfill URGENT Staff Aug requisitions within first round of resumes submitted to requestor (normal requisitions). "URGENT" is defined as the candidate start date is within 5 business days of release of the requisition to the network.	TBD	TBD	Total number of URGENT requisitions filled through the end of the quarter minus the total number of URGENT requisitions filled resulting from the second or third round of resumes within the quarter / total number of URGENT requisitions filled. Calculations are cumulative for contract term.	Monthly Review, Not measured for SLA's
	Candidate Selection	Candidate Review and Selection - Mission Critical	Resume Submittals for Mission Critical related technology. (Mission Critical as defined by contracted technology categories of Legacy, Core, MC and Emerging)	Measures cycle time of: requisition received by the Supplier Network, Supplier provides candidate resumes to MSP, MSP pre-screening of candidate resumes and receipt of 2 resumes by the Agency.	5 Business Days	98%	(Total number, through the end of the quarter, of MC requisitions where Agency received 2 resumes within 5 business days) / Total number, through the end of the quarter, of MC requisitions released to the vendor network. Calculations are cumulative for the contract term.	Quarterly
	Candidate Selection	Candidate Review and Selection	Candidate Interview Confirmed	Measures the cycle time of notification to MSP by COV of requested interviews, MSP responding to COV.	2 Business Days	97%	Total number of interview responses within 2 business days / (Total number of interviews requested). Calculations are cumulative for the contract term.	Quarterly
25%	Candidate Selection							
	Cost Management	Cost Reduction/Cost Avoidance	Prompt Payment of Vendors	Measures the timeliness of payment to vendors per sub-contract payment terms.	N/A	99%	Total number of vendor invoices paid through the end of the quarter minus the total number of correct and complete invoices received from the vendor through the end of the quarter that were NOT PAID according to sub-contract terms/ Total number of vendor invoices paid through the end of the quarter. Calculations are cumulative for contract term.	Quarterly
	Cost Management	Invoicing/Billing	Accurate Billing	Measures the accuracy of billing	N/A	97%	Number of accurate invoices / total number of invoices. Calculations are cumulative for contract term.	Monthly
	Cost Management	Invoicing/Billing	On-Time Invoicing	MSP is invoicing staff augmentation per contract terms	5 business days from the close of the previous month	100%	Total number of invoices minus total number of invoices that DID NOT meet this SLA / total number of invoices. Calculations are cumulative for contract term.	Quarterly
	Cost Management	Cost Reduction/Cost Avoidance	Staff Aug	fill orders at X% of the contract rates	80% of contract rate	90%	total requisitions filled minus the total number or requisitions filled that do NOT meet this SLA / total number of requisitions filled. Calculations are cumulative for contract term.	Quarterly
25%	Cost Management							
	Customer Satisfaction	Quality of Candidate	Unplanned Turnover	Measures resource turnover due to unplanned situations that are not caused by the Commonwealth, excluding inadequate performance, death, serious illness, etc.	N/A	5% or lower	Number of workers not reaching assignment end date or job completion / total number of resources engaged through the end of the quarter including SLA exempt resources. Calculations are cumulative for contract term.	Quarterly
	Customer Satisfaction	Quality of Candidate	Resource Dismissal	Measures number resources dismissed due to inadequate resource performance	N/A	3% or lower	Number of turnovers through the end of the quarter due to inadequate performance / total number of resources engaged through the end of the quarter including SLA exempt resources. Calculations are cumulative for contract term.	Quarterly
	Customer Satisfaction	Quality of Candidate	Contractor "Fit".	Ratio of candidates who are released prematurely due to performance	60 days	3% or lower	For people in the service level number of days: Number of turnovers through the end of the quarter due to inadequate performance / total number of resources engaged through the end of the quarter including SLA exempt resources. Calculations are cumulative for contract term.	Quarterly

Pool % Weight	Category	SubCategory	Performance Metric	Description	Service Level/Response Time (TBD during Negotiations)	Performance Target (TBD during Negotiations)	Calculation	Frequency of Review
	Customer Satisfaction	Quarterly Business Reviews	This monthly SLA measures MSP's on time delivery of quarterly business reviews.	MSP will deliver regular Quarterly Business Reviews to <Customer>'s program management team and executives covering items such as program metrics and analysis, key initiatives, successes and challenges, and other topics to be determined by both MSP and <Customer> (including contractor end reasons/attrition, contractor evaluation results, Supplier performance, etc.) Specific participants will be agreed-upon during implementation.	MSP delivers quarterly business review within 30 business days following the end of the previous quarter, unless mutually agreed otherwise	100%	number of quarterly business reviews conducted / number of quarterly business reviews planned. Calculations are cumulative for contract term.	Quarterly
	Customer Satisfaction	Customer Service	New Engagement Process Satisfaction Surveys	Survey Hiring Managers of new engagements.	Survey received by Mngr within 3 business days of new engagement start date	100%	Total number of engagements through the end of the quarter minus the total number of surveys NOT sent to the hiring manager within the SLA through the end of the quarter. Calculations are cumulative for contract term.	monthly
	Customer Satisfaction	Customer Service	Engagement Completion - Satisfaction Surveys	Survey Hiring Managers of completed engagements.	Survey received by Mngr within 3 business days of engagement end date	100%	Total number of engagements through the end of the quarter minus the total number of surveys NOT sent to the hiring manager within the SLA through the end of the quarter / total number of engagements through the end of the quarter. Calculations are cumulative for contract term.	monthly
10%	Customer Satisfaction							
	Issue Management	Issue Response – Routine Issues	This monthly SLA measures MSP's time to respond for routine issues.	MSP will respond to <Customer> managers on routine issues that need to be resolved. Routine issues are those which have a minimal impact on a business process. Routine issues would not preclude someone from starting, finishing a job or getting paid.	1 business hour from receipt of routine issue	99%	($T / (T + I)$) where, for a given calendar month: "I" is the total number of routine issues responded to within the SLA. "T" is the total number of routine issues logged. Measurement Notes: MSP will monitor and measure all issues received. The time to respond is the amount of time from when an issue is received by MSP, to the time that MSP sends a response back to the customer. Calculations are cumulative for contract term.	monthly
	Issue Management	Issue Response – Critical Issues	This monthly SLA measures MSP's time to respond for critical issues	MSP will respond to <Customer> managers on critical issues that need to be resolved. Critical issues preclude someone from starting, finishing a job or getting paid.	1 business hour from MSP receipt of critical issue	99%	($T / (T + I)$) where, for a given calendar month: "I" is the total number of critical issues responded to within the SLA. "T" is the total number of critical issues logged. Measurement Notes: MSP will monitor and measure all critical issues received. The time to respond is the amount of time from when an issue is received by MSP, to the time that MSP sends a response back to the customer. Calculations are cumulative for contract term.	monthly
5%	Issue Management							
	On-boarding/Off-boarding	On-boarding and off-boarding	On-boarding Checklist Completion	Measures the completion of on-boarding checklists for each engagement	checklist completed prior to starting engagement	100%	Total number of engagements in the quarter minus the total number of on-boarding checklists NOT completed within the quarter / total number of engagements in the quarter. Calculations are cumulative for contract term.	Monthly
	On-boarding/Off-boarding	On-boarding and off-boarding	Off-boarding Checklist Completion	Measures the completion of off-boarding checklists for each engagement	checklist completed at the end of engagement - within 2 business days	100%	Total number of disengagements in the quarter minus the total number of off-boarding checklists NOT completed in the quarter / total number of disengagements in the quarter. Calculations are cumulative for contract term.	Monthly
5%	On-boarding/Off-boarding							
	Requisitioning	Requisition to Approval	Requisition Posting Cycle Time	Measures cycle time of: MSP receipt and confirmation of Agency submitted requisition, MSP approval of requisition and posting of requisition to the supplier network or sending back to the Agency for needed corrections. This applies to all business requisitioning; new or renewing.	30 minutes	95%	(Total number of submitted requisitions MINUS the number of requisitions which failed to meet the SLA) / (Total number of submitted requisitions). Calculations are cumulative for contract term.	Quarterly
5%	Requisitioning							
	SOW	SOW - Supplier Selection and distribution of requirements	MSP response to Agency SOW request	Measures cycle time of: MSP receipt and confirmation of Agency submitted SOW, MSP approval of SOW and posting of SOW to the supplier network, or sending back to the Agency for needed corrections.	2 Business Hours	95%	Total number of SOW requisitions submitted through the end of the quarter minus the number of SOW requisitions which were not responded to within the SLA / total number of SOW requisitions submitted through the end of the quarter. Calculations are cumulative for contract term.	Review weekly; reported Quarterly
	SOW	SOW - review and selection	Submittal Response Time	Measures average response time in delivering vendor responses	4 Business Hours from the due date	95%	Total number of SOW requisitions released to the vendor network through the end of the quarter minus the total number of SOW requisitions through the end of the quarter for which the vendor responses WERE NOT forwarded to hiring manager for review within SLA after SOW due date / total number of SOW requisitions released to the vendor network through the end of the quarter. Calculations are cumulative for contract term.	Review weekly; reported Quarterly
10%	SOW							
	Technical Support	Technical Support	Site Availability	Measures the uptime of the VMS site.	The system is available for COV use with down-time scheduled during non-business hours	99%	Measurement of (System Uptime / scheduled Total System Availability). Scheduled System Downtime must be scheduled during non-business hours. Calculations are cumulative for contract term.	Quarterly
5%	Technical Support							
	Transitions	Staff Aug	The SLA measures the number of staff aug sub-contractors with engagements as of June 1, 2010 that transition from the current contract to the new one	Transition of existing suppliers with engagements under contract to the new MSP, under contract	1-Jul-10	93%	As of June 1, 2010: Number of suppliers with engagements transitioned / Number of suppliers with current engagements	
0%	Transitions							
	Vendor Management	Supplier Diversity	SWaM Spend Commitment	Measures the SWaM Spend generated through the contract	MSP meets SWaM commitments of a minimum X% total spend dollars contracted annually	40%	Total net SWaM vendor spend through the end of the quarter / total Agency spend through the end of the quarter. Calculations are cumulative for contract term.	Monthly
	Vendor Management	Supplier Diversity	Supplier Diversity	The initial release of a requisition to the SWaM vendor network.	N/A	100%	Total number of requisitions released to the vendor network through the end of the quarter minus the number of requisitions through the end of the quarter NOT released to SWaM vendors / total Number of requisitions released to the vendor network through the end of the quarter. Calculations are cumulative for contract term.	Quarterly

Pool % Weight	Category	SubCategory	Performance Metric	Description	Service Level/Response Time (TBD during Negotiations)	Performance Target (TBD during Negotiations)	Calculation	Frequency of Review
	Vendor Management	Vendor Performance Management		Ensure a varied pool of suppliers is available for each labor category	At least 2 suppliers are represented in resumes forwarded to Agencies for any new requisition open to the entire vendor network	95%	Total number of requisitions received minus total number of requisitions received WITHOUT 2 or more suppliers / Total number of requisitions received. Calculations are cumulative for contract term.	Quarterly
10%	Vendor Management							

ZeroChaos Auxiliary Supplier Agreement

This Auxiliary Supplier Agreement ("**Auxiliary Supplier Agreement**") is entered into this _____ day of _____, 20____, between APC Workforce Solutions, LLC, d/b/a ZeroChaos, a Florida corporation, with its principal place of business at 420 S. Orange Ave., Suite 600, Orlando, FL 32801 ("**ZeroChaos**"), and _____, a _____ (type of business entity), with its principal place of business located at _____ ("**Supplier**").

Preliminary Statement

ZeroChaos administers contingent technical, professional and consulting personnel on a temporary and strategic basis to supplement its customers' workforce ("**Customer(s)**"). From time to time, ZeroChaos requires assistance from other technical, professional and consulting staffing providers, such as Supplier, in filling Customer requests ("**Services**"). ZeroChaos desires to retain Supplier to provide and Supplier desires to supply staffing services on an as needed basis to ZeroChaos' Customer(s).

NOW, THEREFORE, in consideration of the mutual agreements of the parties and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DESCRIPTION, LOCATION AND PRICING OF SERVICES. At ZeroChaos' request, and upon Supplier's agreement, Supplier will assign its employees to Customers to perform services. At Customer or ZeroChaos' request, and upon Supplier's acceptance of terms, Supplier shall execute and perform services in conformity with a Work Authorization ("**WA**"), a Purchase Order ("**PO**") or other written or electronic form (collectively herein defined as an "**Addendum**" or "**Addendums**"), which may be identified and provided by either ZeroChaos or Customer from time to time. Each project for the ZeroChaos Customer may have its own WA, PO or other form in which the pricing shall be indicated therein for that specific project. The name and location of the Customers and pricing will be as agreed upon, from time to time, by ZeroChaos and Supplier in writing, which writing shall be considered an Addendum to this Agreement. The pricing agreed upon by the parties is confidential and proprietary to ZeroChaos and Supplier. Neither party will disclose the pricing or other details contained in an Addendum to any party without the other party's written permission. This non-disclosure obligation will survive any termination of this Agreement. Each Addendum, together with this Auxiliary Supplier Agreement and all exhibits and schedules attached to or incorporated herein, will constitute, as between Supplier on one hand and ZeroChaos on the other hand, a separate Agreement ("**Agreement**").

ZeroChaos may, at its option and in its sole discretion, contact Supplier to perform the services, provided ZeroChaos will not be obligated to retain Supplier for the Services. Supplier's performance of the services will be subject to Customer's and ZeroChaos' approval.

The relationship between ZeroChaos and Supplier is discretionary and non-exclusive. ZeroChaos is not obligated to issue or offer to Supplier any particular Work Authorizations or Purchase Orders, or to engage Supplier to perform any particular projects or level of work for ZeroChaos. Supplier has no rights to any specific engagements, territories, prospects or other commitments from ZeroChaos other than as set forth in each Agreement.

Supplier agrees to pay ZeroChaos fees for the administration of this program ("**Administrative Fees**"), as directed by ZeroChaos from time to time during the term of this agreement in addition to any technology fee or VMS fee. The amount of the Administrative Fee, and other additional fees, if any, are reflected in Exhibit C attached hereto. Administrative Fees are subject to change, and if any such fee is changed by Customer mandate, Supplier hereby grants ZeroChaos the right to adjust the Administrative Fees reflected in Exhibit C accordingly. Supplier agrees that these Administrative Fees will be deducted from their total billable hours for Services provided to Customer through ZeroChaos prior to the settlement of any invoice. If any Addendum to this Agreement contains different provisions for the amount of the Administrative Fee, the amount reflected in the Addendum shall supersede this section.

2. SUPPLIER'S RESPONSIBILITIES.

(a) Generally. Supplier will recruit, interview, select, hire and assign employees ("**Supplier Worker**"), or Independent Contractors, subcontractors or other resources ("**Subcontractors**") who, in Supplier's judgment, are best qualified to perform the services requested by ZeroChaos. Supplier Workers and Subcontractors are collectively referred to herein as "**Supplier Resources**". As the employer, Supplier will: (i) maintain all necessary personnel and payroll records for its employees; (ii) calculate their wages and withhold taxes and other government mandated charges, if any; (iii) remit all such taxes and charges in a timely manner to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, (i.e., vacation and holiday pay plus other(s) specified in the Addendum) directly to its employees no less frequently than is required under governing law; (v) provide for liability and fidelity insurance as specified in Exhibit C attached hereto, and (vi) provide workers' compensation insurance coverage in amounts as required by law (collectively defined as the "**Employer's Obligations**"). If at any point

Supplier fails to perform or defaults on any of the Employer Obligations and Supplier becomes liable for damages to any other party, Supplier alone will bear all costs, including but not limited to damages, penalties, and/or legal fees associated with such liability.

(b) Compliance. In connection with the performance of this Agreement, Supplier will comply with all applicable laws, regulations and orders, including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act and the Immigration Reform and Control Act. Supplier shall comply with the requirements and obligations that are set forth in this Agreement, including without limitation, provisions addressing compliance with laws, compliance with Customers workplace rules and regulations, confidentiality, intellectual property and inventions, Customer's right to hire Supplier's employees, insurance requirements and resolution of disputes.

(c) Supplier Resources on Assignment. The Supplier Resources assigned to Customers under this Agreement shall not by reason of their assignment to Customer become employees of Customer or ZeroChaos. Supplier Resources shall not be entitled to participate in any of ZeroChaos' or Customers' employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether reduced to writing or not. As a condition of their assignment to Customers, Supplier will require its employees to acknowledge in writing the application of the terms of this Section. Supplier will treat all employees it assigns to perform services as employees of Supplier and report all wages earned by its employees on a Form W-2.

Any Supplier Resource assigned to work for a ZeroChaos' Customer must meet all requirements to legally perform work and/or Services in the United States of America or any jurisdiction where such work will be performed. For all Supplier Workers in the United States of America, Supplier is solely responsible for completion of Employment Eligibility Verification (Form I-9) and agrees to properly complete and retain the required form for any Supplier Worker providing Services under this Agreement. Supplier agrees to indemnify and hold both ZeroChaos and its Customer harmless from any and all liabilities, damages, claims and expenses (including reasonable attorney's fees) arising out of any breach by Supplier Resource of this section.

If any Supplier Resource is not legally authorized to work in the United States, Supplier agrees that ZeroChaos and ZeroChaos' Customer have no obligation to pay for any of the Services rendered by the respective Supplier Resource(s). Rendered services are those tasks and job duties provided by the Supplier Resource(s) to ZeroChaos' Customer on any assignment, job order, work order, engagement, or under a Statement of Work.

Supplier fully indemnifies ZeroChaos and agrees to fully reimburse ZeroChaos within ten (10) calendar days from receipt of notice by ZeroChaos for any audit or other contract non-compliance penalties or assessments that ZeroChaos may incur due to Supplier having violated the terms of this paragraph 3(c), regardless of whether such Supplier Resource(s) are: (i) still associated with Supplier, or (ii) actively engaged on any ZeroChaos client assignment.

(d) Supplier Guaranty, Representations and Warranties. Supplier guarantees that the Supplier Resources it assigns to Customer will satisfactorily perform the Services. If such Services are not performed satisfactorily, Supplier will, upon reasonable notice from Customer or ZeroChaos, cancel all charges for unsatisfactory Services and furnish a replacement Supplier Resource as soon as possible, provided Supplier has additional resources or the capacity to bring on additional resources in order to provide replacement Supplier Resource(s).

Supplier represents, warrants and covenants to ZeroChaos that: (a) Supplier's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by Supplier to any third party to keep any information or materials in confidence or in trust; (b) the Services to be performed by Supplier and Supplier Resources under this Agreement shall be performed in a professional and workmanlike manner by competent resources in accordance with the standards generally observed in the industry for similar Services and, further, the Services shall conform to, or exceed, in all material respects, the specifications for such Services as agreed upon by the parties or as set forth or referenced in any applicable Work Authorization or PO; (c) any work product shall be the original work of Supplier or Supplier Resources, and Supplier shall execute and shall cause each Supplier Resource involved in the development of work product to execute a written agreement in which such person (i) assigns to Customer or ZeroChaos all right, title and interest in and to the work product in order that ZeroChaos may fully grant the rights and assignments to Customer as provided herein and (ii) agrees to be bound by confidentiality and non-disclosure obligations no less restrictive than those set forth in this Agreement; (d) Supplier has the right to grant the rights and assignments granted herein, without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (e) the Services performed do not and shall not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other intellectual property or other rights of any third party, and are not and shall not be defamatory or obscene; (f) the Services performed provided shall be free from any viruses, worms, Trojan horses or other harmful or malicious code or components, and free from any "self-help" code or other disabling code; (g) the work product nor any element thereof shall be subject to any restrictions or to any mortgages, liens, pledges,

security interests, encumbrances or encroachments; (h) Supplier shall comply with all applicable laws and regulations; and (i) if any work product contains any open source code, such open source code will be listed on the applicable Addendum thereto.

(e) Supplier Warranty Period. Unless altered by the terms in the respective Customer's Exhibit C, Supplier will provide a twenty (20) working day warranty on Services. In the event any Supplier Resource ceases performing within the first twenty (20) working days for any reason other than ZeroChaos' or Customer's termination without cause, ZeroChaos will not be billed for services performed within such twenty (20) working day period. In addition, replacement Supplier Resource (either following a Supplier Resource who left during the first twenty (20) working days or following later in a project due to ZeroChaos or Customer action for cause or Supplier action without cause) will be non-billable during the period for which it takes them to become proficient as a replacement, up to twenty (20) additional working days.

(f) Intended Third-Party Beneficiary/Enforcement. The unique abilities, knowledge and skill of Supplier and Supplier Resources constitute material consideration of this Agreement. As such, Supplier understands and agrees that the Services performed and provided to the Customer(s) shall be in accordance with the standards generally observed in the industry for similar Services and agrees that the Customer(s) is/are intended third-party beneficiaries of the Services performed and provided and shall have the same rights, titles and interests in and to the Services performed and provided as ZeroChaos, and shall be entitled to enforce such legal rights available to it under this Agreement as it would have were it a party hereto.

(g) Recruitment/Customer Identity. Supplier will not use Customer's or ZeroChaos' name or logo in any recruiting advertisements or in any other advertising, marketing, promotional or referral capacity, without the respective prior written approval of Customer or ZeroChaos, on a case-by-case basis.

(h) Confidential Information & Data Protection. As part of the process to establish the business relationship between the parties, or during the course of the business relationship whereby Services are provided by Supplier to ZeroChaos' Customer(s), the parties may disclose sensitive information not intended for public disclosure about the disclosing company ("**Confidential Information**"). The parties mutually agree that the receiving party shall treat such information as confidential and to protect it as it protects its own Confidential Information. Confidential Information does not include information which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; (iii) is approved for release by the disclosing party in writing; or (iv) is independently developed by the receiving party.

The receiving party agrees not to use the Confidential Information disclosed to it by the disclosing party for any purpose other than the stated purpose for the required disclosure. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to facilitate the business relationship. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party, which may come to its attention.

Further, Supplier will insure that Supplier, Supplier's management and any Supplier Resources assigned to perform the services, will not use or disclose any Confidential Information learned during the performance of this Agreement relating to the business, financial affairs, management and employees of Customers and any related information which Customers might reasonably consider confidential (including all proprietary information and trade secrets and including the agreement between ZeroChaos and Customer) for any purpose other than performing the services. This obligation will survive any termination of this Agreement.

At ZeroChaos' or Customer's request, the Supplier will sign and will require each Supplier Resource assigned to Customer to sign a nondisclosure/confidentiality agreement, in a form agreeable to ZeroChaos and Customer, prior to, or as soon as practicable after the commencement of the provision of the services.

(i) Intellectual Property. At ZeroChaos' or Customer's request, Supplier will require each Supplier Resource assigned to Customer to sign a copyright and patent agreement, in a form agreeable to ZeroChaos and Customer, prior to or as soon as practicable after the commencement of the provision of the services.

(j) Small, Woman or Minority Owned Enterprise (SWaM). If Supplier qualifies as a small, minority or women owned business ("**SWaM**") under applicable state law, Supplier will complete all forms required by ZeroChaos, Customer or applicable law relative to such status. In the event of any change in such status during the term of this Agreement, Supplier will promptly notify ZeroChaos in writing.

(k) Supplier Resource Information. Prior to placement at Customer by Supplier of any Supplier Resource, Supplier will provide ZeroChaos with the following information: (i) the Supplier Resource's name, (ii) the Supplier Resource's social security number or part thereof as required by Customer, (iii) the Supplier Resource's bill rate, and, if required by the Customer, the Supplier Resource's pay rate, and (iv) such other information as ZeroChaos may reasonably request.

Where Supplier discloses Personal Data to ZeroChaos, Supplier represents and warrants that 1) it has obtained all necessary consents from the affected Supplier Resource, 2) all such Personal Data is made available to ZeroChaos in compliance with applicable data protection legislation and 3) ZeroChaos may use the Personal Data for the purposes for which Supplier made it available. ZeroChaos agrees to treat all such Personal Data as confidential data and to protect such data accordingly.

(l) Supplier Resource Testing. As per Customer's requirements, Supplier shall arrange for drug testing, credit, education and/or criminal background checks ("**Background Investigations**") as defined in Exhibit C or as otherwise required by the Customer for the Supplier Resource's assigned to Customer. If a Supplier Resource fails the Customer's defined criteria to pass such tests, the Supplier Resource is prohibited from being assigned to provide Services to Customer.

The Background Investigations ZeroChaos may require Supplier to perform could include, but are not limited to: (i) a criminal background check covering the counties in which the person was employed or resided for the past seven years (or longer as required by Customer or applicable law), (ii) a Federal criminal background check in any Federal district in which the person was employed or resided for the past seven years (or longer as required by Customer or applicable law). Zero Chaos will not engage Supplier Resources if those persons: (a) have felony convictions or misdemeanor convictions involving violence or dishonesty; (b) have a restriction (e.g. a court order or restrictive covenant) that would prevent the candidate from providing services or impose limitations on the services that the candidate is able to provide to provide Customer (for those restrictive covenants which may not be found in public record, Supplier Resources shall be requested in writing to disclose to Supplier any restrictive covenant or agreement which may be currently in force and would tend to inhibit the Supplier Resource from performing); or (c) may present a higher than normal security risk to Customer, which means Supplier will not provide persons who fall outside of the currently existing employment criteria as outlined in this agreement. A WA or PO will not be issued unless background checks under this section have been completed within the past year, (unless prohibited by applicable law), and is on file with the Supplier. ZeroChaos reserves the right to require an updated background check to be performed even if Supplier has completed and can document successful completion thereof within the past year. ZeroChaos may, in its sole discretion, consider whether or not to accept the results of any background check performed on any Supplier Resource that exceeds the one year time period defined herein. Upon Customer's or ZeroChaos' request, Supplier will provide documentation to verify compliance with this section as provided by the release attached hereto as Attachment #1 to this Agreement.

If Supplier is unable to perform the required Background Investigations, or if ZeroChaos elects to perform the Background Investigation in lieu of Supplier performance, the actual cost of such investigations may be charged back to the Supplier, without any mark-up, by way of a deduction from the amount ZeroChaos owes the Supplier for the hours worked by Supplier Resources or by way of direct invoice to Supplier.

(m) Contact with Customer. Unless otherwise directed by ZeroChaos or Customer, or as necessary to gather information regarding contract labor requisitions, Supplier should attempt to work exclusively with ZeroChaos to resolve any administrative questions or concerns for any assignment or Services performed under the provisions of this contract. Supplier will not direct administrative inquiries or matters directly to Customer unless satisfactory conclusion cannot be reached working with ZeroChaos given an appropriate period of time to address Supplier's issue or question. This paragraph is not intended to restrict Supplier or Supplier Resources from interacting with Customer regarding the Services themselves nor is it meant to impede or restrict Supplier from contacting Customer with regards to any other contracts or agreements in place between Customer and Supplier under which other services are delivered.

Supplier Resources are expressly prohibited from marketing Supplier's or Supplier Resource's services to Customer or Customer's customer while on any assignment through ZeroChaos.

(n) Order Status Updates. Supplier will provide ZeroChaos with status updates on all service orders as ZeroChaos reasonably requests.

(o) Rates. Supplier will utilize pay and bill rates set forth in the Addendum, or as is otherwise agreeable to ZeroChaos and Customer, for the Supplier Resources performing the services. Overtime worked by a Supplier Resource,, if any, will be paid to Supplier as straight time unless specified otherwise in the respective Addendum.

(p) Orientation. If required by Customer, Supplier Resources assigned to perform the Services will attend orientations regarding Customer expectations, policies and procedures.

(g) Information Management Reports & Performance Measurements. Supplier will provide to ZeroChaos such information as Customer may require from time to time for management reports and Supplier performance measurements. Supplier will make a good faith effort to accommodate any specialized record keeping requirements related to Customer. Supplier will cooperate with ZeroChaos and/or Customer in the development of measurements of Customer satisfaction and Supplier performance.

Supplier agrees to maintain a program which monitors performance and quality. Supplier may be periodically assessed on it and Supplier Resources' performance in the following general categories: Quality, Work Authorization Compliance, Compliance with Terms and Conditions, Technology/Innovation, and Supplier Communications. Such assessment categories may change from time to time, at the sole discretion of ZeroChaos. Upon such change, ZeroChaos will notify Supplier of the changes to any assessment program(s) and such changes will be reflected in writing as a modification or addition to the Addendum(s) attached hereto. Supplier agrees to institute corrective action in any areas identified by ZeroChaos or Customer as requiring action.

Supplier will maintain complete and accurate records, in accordance with generally accepted accounting principles, of all project related information undertaken in the performance of this Agreement. Supplier will maintain originals of such records for three (3) years following any termination of this Agreement, which documents may be audited by Customer or ZeroChaos during the term of this Agreement and three (3) years thereafter.

(r) Subcontracting. In the event Supplier utilizes Independent Contractors, subcontractors or other resources that are not direct employees of Supplier to perform Services under this Agreement, Supplier shall remain liable for all obligations of Supplier herein for such Independent Contractors, subcontractors or other resources.

3. ORDER CANCELLATION; REMOVAL OF EMPLOYEES; TERMINATION OF AGREEMENT.

(a) Order Cancellation. ZeroChaos may cancel, without charge, any particular request for services at anytime prior to Supplier Resource (s) beginning the assignment or during the assignment, if such cancellation is the result of Customer action or decision. If an assignment is cancelled by Customer action or decision, which in turn forces ZeroChaos to cancel said assignment(s) or purchase order(s) where Supplier has already begun providing Services, Supplier will be paid according to the normal payment cycle for the Customer-approved Services provided up to the point of cancellation.

(b) Removal of Supplier Resources. At ZeroChaos' or Customer's request, Supplier will remove any Supplier Resource(s) assigned to Customer; provided that this Agreement will in no way affect the right of Supplier, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

(c) Termination of Agreement. The term of this Agreement begins as of the date first shown above and will continue in effect until canceled by (i) Supplier upon not less than ninety (90) days prior written notice to ZeroChaos, or (ii) ZeroChaos upon not less than thirty (30) days prior written notice to Supplier; provided, ZeroChaos may, at the instruction of a specific Customer, terminate this Agreement or any WA, PO or Addendum immediately with respect to such Customer. Upon such termination, Supplier will recover as its sole remedy payment for work satisfactorily completed and not previously paid. Supplier waives and forfeits all other claims for damages including without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

4. PAYMENT FOR SERVICES AND INVOICING.

(a) Supplier shall enter time and expenses for Services performed by any Supplier Resource into the specified Vendor Management System ("VMS"). For purposes of this Agreement, a VMS is defined as any commercial or proprietary computer application, usually web-based, used for any, but not necessarily all of the following: resource requisition, fulfillment, management, asset tracking, onboarding/offboarding and/or resource time and expense submission, approval and reporting.

Submission of time and expense shall constitute Supplier's invoice to ZeroChaos. Supplier **will not** submit any other invoice to ZeroChaos (or ZeroChaos' Customer) for services performed by Supplier Resources. ZeroChaos shall invoice Customer based upon approved time and expense submitted via the specified VMS. Upon payment from Customer ZeroChaos shall release payment to Supplier on the fifth (5th) business days after the receipt of good funds from ZeroChaos' Customer, or in accordance with any terms modified within the Addendum(s), if any, which shall supersede this subsection.

(b) Supplier must determine whether Supplier or each Supplier Resource is responsible for time and expense submission. Supplier or Supplier Resource(s) should submit time and expenses on a weekly basis to ensure timely payment for services. Supplier or Supplier Resource(s) **must** submit time via the vendor management system within twenty-one (21) days of the date services are rendered and must submit expenses via the vendor management system within forty-five (45) days of the date expenses are incurred in order to receive

payment under this Agreement. Failure to submit time and expenses to ZeroChaos within their respective requisite time periods may result in delay, discounting or non-payment by ZeroChaos to Supplier. ZeroChaos and/or Customer will not be responsible for paying late time and expense submissions. The respective number of days defined herein as time limits for time and expense submission commence and are measured from the Saturday of each week in which services were performed or expenses incurred. ZeroChaos and/or Customer reserves the right to consider, in its sole discretion, charging back the cost of any personnel time and expense expended on behalf of ZeroChaos and/or its Customer associated with the late time and expense submission at the sole cost to the Supplier. In the event of a dispute with a Customer regarding Supplier's time and/or expenses submitted properly and timely, ZeroChaos will diligently pursue Supplier's claims for Services provided.

(c) ZeroChaos calculates and pays all amounts due to Supplier in the same currency as ZeroChaos' Customer is billed for Services ("**Customer Billing Currency**").

(d) SUPPLIER UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL ZEROCHAOS BE RESPONSIBLE FOR ANY SUM(S) OF MONEY OWED OR OWING TO SUPPLIER FOR SERVICES RENDERED IN THE EVENT THAT, FOR ANY REASON OR FOR NO REASON, THE CUSTOMER DENIES TO, REFUSES TO, OR IS UNABLE TO PAY ZEROCHAOS.

5. REQUIRED INSURANCES. Supplier is required to provide continuous insurance coverage as defined in Exhibit C, attached hereto. If Supplier fails to provide the continuous insurance coverage required under this Agreement, ZeroChaos may charge Supplier, and Supplier shall pay ZeroChaos, both ZeroChaos' actual expenses incurred in purchasing similar protection and the value of any claims, actions, damages, liabilities, costs, and expenses paid by ZeroChaos which would not have been paid by ZeroChaos if Supplier had complied with the requirements of this section and the section in Exhibit C specific to insurances. Nothing contained in this Agreement shall relieve Supplier of its obligation to maintain Workers' Compensation and Employer's Liability insurance even if such coverage is elective in the state where the Services are performed, as per Exhibit C.

6. INDEMNIFICATION BY SUPPLIER. Supplier will indemnify, defend and hold harmless ZeroChaos and Customers and their respective directors, officers, employees and agents from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by ZeroChaos or Customer to the extent arising out of any of the following:

(a) **Compliance.** Supplier's failure to comply with applicable laws, regulations or orders;

(b) **Acts or omissions.** Any negligent act or omission or intentional misconduct on the part of Supplier, its officers, employees (including its Supplier Workers on assignment), agents or Supplier Resources in connection with the performance of the Services;

(c) **Breach.** Breach of, or failure to comply with, any obligation of Supplier contained in this Agreement or in any agreement between ZeroChaos and Customer as disclosed to Supplier by ZeroChaos, or breach by ZeroChaos of any agreement with Customer where ZeroChaos' breach or such agreement is caused or contributed to in whole or in part by Supplier;

(d) **Workers' Compensation.** Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against Customer or ZeroChaos by any Supplier Resources or, in the event of death, by their personal representatives; or

(e) **Reclassification of Worker.** In the event that the Internal Revenue Service, any state or local government agency or any other applicable entity determines that any Supplier Resource(s) provided by Supplier under any engagement are Personnel or Employees of either ZeroChaos or Customer for any purpose, including but not limited to withholding tax liability or any type of benefits participation or entitlement, Supplier agrees to indemnify and hold harmless both ZeroChaos and Customer, and the related entities of either of the aforementioned companies, as well as the employees, officers, directors and shareholders thereof, from all liabilities, costs and expenses (including, but not limited to attorney's fees) associated with the defense of such claim.

In no event will either party be liable for any loss of profits, loss of use, business interruption, loss of data, or indirect, special, punitive, incidental, or consequential damages of any kind arising out of this Agreement regardless of any knowledge or notification of the likelihood of such damages occurring. This provision shall survive the expiration or termination of this agreement.

7. NOTIFICATION OF CLAIMS. ZeroChaos shall endeavor (a) to notify Supplier in writing of any claim asserted under Section 6 within thirty (30) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (b) to permit Supplier to defend the claim, with counsel approved by ZeroChaos, which approval will not be unreasonably withheld. Supplier will not pay or agree to pay any asserted claim under this Agreement without prior written approval from the ZeroChaos Legal Department.

8. SUPPLIER RECORDS; ZEROCHAOS AUDIT RIGHTS. Supplier shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate Supplier's charges and expenses hereunder. Such records shall include, but not be limited to, payroll records, attendance records and job summaries, and expense records for expenses submitted to ZeroChaos and/or Customer for reimbursement. Such records will be maintained for a minimum of three (3) years from the final date of payment in respect to any engagement, unless such time period is altered in an accompanying Exhibit. ZeroChaos will have the right to audit such records by giving Supplier ten (10) business days notice. If audited financials exist, at the request of ZeroChaos, Supplier will make them available to ZeroChaos and ZeroChaos will have the right to share them with any of its Customers to which Supplier has provided Services to Customer through ZeroChaos. The data subject to audit by ZeroChaos and/or Customer shall be considered Confidential Information.

9. PERMITS AND LICENSES. Supplier will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required in connection with the performance of this Agreement.

10. NON-SOLICITATION. Supplier will not solicit, directly or indirectly, any employee or consultant of ZeroChaos, Customer or Customer's customer in any period during which Supplier is providing services and for a period of twelve (12) months thereafter. The foregoing prohibition shall not apply to employees or consultants of any of the specified organizations responding to a general solicitation such as newspaper or trade publication advertisements or public job board postings provided those employees or consultants have not been directly solicited by Supplier or someone acting as an agent for or on behalf of Supplier.

11. FORCE MAJEURE. Supplier will not be responsible for failure or delay in assigning its employees to customer if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the control of Supplier.

12. NOTICES. Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

13. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to choice of laws, rules or principles.

14. SECTION HEADINGS. The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

15. SEVERABILITY; WAIVER. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

16. ASSIGNMENT. Supplier may not assign this Agreement without the prior written consent of ZeroChaos. Any assignment by Supplier, without such consent, shall be null and void. ZeroChaos may assign this Agreement without prior consent to the Supplier in the event ZeroChaos assigns this Agreement to an affiliate or subsidiary with common ownership. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

17. INDEPENDENT CONTRACTOR. In its performance of this Agreement, Supplier will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Supplier an agent, partner or joint venture of ZeroChaos or customer.

18. CONFLICTING TERMS. In the event there is a conflict of terms between this Auxiliary Supplier Agreement and an underlying Addendum, the terms defined in the properly executed Addendum shall govern.

19. INVALID CHANGES. Any change to this Agreement or its underlying Addendums, with the exception of Exhibit A as the only form where information is to be provided by the Supplier or where an empty line indicates that information is to be supplied or filled-in, must be made by ZeroChaos and agreed to by both parties. Additional language added or deleted by either party, including hand-written changes, paragraphs, sections or phrases that

have been scratched out, or any other type of change is not considered valid and shall not be considered part of the contract. ZeroChaos will make all mutually agreed upon changes and re-issue a clean version of the modified contract for execution by Supplier.

20. COUNTERPARTS. This Agreement may be executed (including by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

21. ENTIRETY. This Agreement, together with its Exhibit(s) and those documents specifically identified and incorporated herein by reference, are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties. This Agreement controls all subsequent communications with ZeroChaos employees and governs all aspects of the business relationship between ZeroChaos and Supplier. Supplier is expressly prohibited from relying on any communication from any ZeroChaos employee that conflicts with any term of this Agreement or conflicts with any written and properly executed Addendum or Amendment to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Auxiliary Supplier Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

**APC WORKFORCE SOLUTIONS LLC
d/b/a ZEROCHAOS**

SUPPLIER:

Title:

Printed Name:

Signature:

Date:

Title:

Printed Name:

Signature:

Date:

Attachment #1 to the Auxiliary Supplier Agreement

Supplier Worker Release of Background Investigation Results

I, _____, ("Supplier Worker") a subcontracted resource to ZeroChaos ("ZeroChaos") through my employment or subcontracting agreement with _____ ("Supplier"), acknowledge that Supplier and ZeroChaos have entered into a contractual agreement ("Agreement") by which Supplier provides Services through ZeroChaos to ZeroChaos' Customer(s) ("Customer").

I have authorized Supplier to perform a background investigation which may include, but is not limited to, current and historical information about me, my employment history, current and former residences, criminal history, education validation, drug testing, credit history and/or reference checks (collectively "Background Investigation").

Further, I understand that ZeroChaos has a contractual obligation in their Customer contract which requires ZeroChaos to collect and store the original version, or electronic replication thereof, of the summary of the Background Investigation results. I hereby authorize Supplier to release the document(s) containing the Background Investigation results to ZeroChaos in order to meet their Customer's contractual requirement.

I understand in providing this release that ZeroChaos will treat the information contained in the Background Investigation as Confidential Information with appropriate safeguards and will not share the information with any other person or entity except for those employees of ZeroChaos or Customer, including their respective affiliates and the fully authorized agents thereof, who require access to and knowledge of the Background Investigation results. By my signature below, I authorize the Background Investigation results to be shared only with those parties identified herein.

Supplier Worker Signature

Date

Supplier Worker Printed Name

Exhibit A – ZeroChaos Auxiliary Supplier Agreement

For Staff Augmentation (Scope of Work)

Scope of Work

This Exhibit has been replaced by the electronic requisition and work order inside the designated VMS

Exhibit B – Ownership of Intellectual Property

1.0 Supplier and/or Supplier's Worker(s) shall promptly make a complete written disclosure to ZeroChaos and ZeroChaos' Customer of each invention, technique, device, discovery or procedure, whether patentable or not (hereinafter referred to as a "**Disclosed Subject**"), conceived or first actually reduced to practice, solely or jointly by Supplier and/or ZeroChaos' Customer and/or their respective employees and agents, as a result of services performed hereunder. As to each Disclosed Subject, Supplier shall specifically point out the features or concepts that Supplier believes to be new or different.

2.0 Supplier acknowledges that ZeroChaos' Customer, at no additional charge, shall have an exclusive, unlimited ownership rights to all works performed or created under each Schedule and all materials, information and/or deliverables prepared hereunder, or developed as a result of Services performed hereunder, both as individual items and/or a combination of components and whether or not the Schedule is completed, including, without limitation, any Disclosed Subject. All of the foregoing shall be deemed to be work made for hire and made in the course of the Services rendered and shall belong exclusively to ZeroChaos' Customer, with ZeroChaos' Customer having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, trademarks, trade secrets, registrations and/or other appropriate protection. To the extent that exclusive title and/or ownership rights may not originally vest in ZeroChaos' Customer as contemplated hereunder (e.g., may not be deemed works made for hire), Supplier, at no additional charge, hereby irrevocably assigns, transfers and conveys to ZeroChaos' Customer all right, title and interest therein. Supplier and its personnel shall give ZeroChaos' Customer, and/or any ZeroChaos' Customer designee, all reasonable assistance and execute all documents necessary to assist and/or enable ZeroChaos' Customer to perfect, preserve, register and/or record its rights in any such work, materials, information and/or deliverable. Supplier agrees to take all reasonable measures necessary or appropriate to comply with the patent marking requirements under the law of the nation in which Supplier operates or under the laws of the United States of America, or as otherwise reasonably requested to do so by ZeroChaos' Customer. Upon request of ZeroChaos' Customer, Supplier agrees to promptly provide ZeroChaos' Customer with proof of marking. Supplier acknowledges and agrees that all marking must be provided in a substantially consistent and continuous manner, and that once marking has been commenced it must be maintained. Supplier shall, immediately upon request of ZeroChaos' Customer, or upon the termination, cancellation or expiration of each Schedule or this Agreement, turn over to ZeroChaos' Customer all materials, information and deliverables prepared or developed as a result of this Agreement and/or any Schedule, and any ZeroChaos' Customer documents or other materials held by or on behalf of Supplier, together with all copies thereof.

3.0 Nothing herein shall be construed to restrict, impair or deprive either party of any of its rights or proprietary interest in intellectual property, or products that existed prior to and independent of the performance of Services or provision of materials under this Agreement or any Schedule. Notwithstanding any of the foregoing, if such products or intellectual property are incorporated into, combined with, or required for the operation or provision of any works, materials, information and/or deliverables prepared hereunder or developed as a result of Services performed hereunder, then Supplier hereby grants to ZeroChaos' Customer, at no additional charge, a non-exclusive, fully paid up, irrevocable, assignable (in accordance with the terms hereof), perpetual, worldwide license to such intellectual property and/or products, unless other terms are expressly agreed to in writing in the Schedule.

Supplier hereby acknowledges and agrees to the terms of this Exhibit B – Ownership of Intellectual Property in its entirety.

APC Workforce Solution LLC
d/b/a **ZEROCHAOS**

SUPPLIER: _____

Title: _____

Title: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

Exhibit C

Customer Specific Terms – Commonwealth of Virginia / Virginia IT Agency (CoVA / VITA)

1.0 DEFINITIONS. As used in this Agreement, the terms listed below are defined as follows:

- **ACCEPTANCE** – Successful performance of the Services at the location designated in the applicable Addendum, or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User or in the applicable Addendum.
- **CUSTOMER** – the Virginia Information Technology Agency (VITA) represents and purchases Information Technology on behalf of the Commonwealth of Virginia and its state agencies, boards, commissions, or other quasi-political entities and enters into contracts that may be used by public bodies as defined in 2.2-4301 of the Code of Virginia such as localities, municipalities, schools, school systems, colleges, universities, local boards, and local commissions.
- **REQUIREMENTS** – The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) as set forth in any order or any applicable Addendum and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Supplier with either ZeroChaos or Customer.
- **WORK PRODUCT** – the discovery, creation or development of Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier or any subcontractor, or jointly by Supplier and any subcontractor and Customer in the performance of this Agreement. Work Product shall not include configuration of software.

2.0 INSURANCE. Supplier will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

(a) Workers' Compensation. Statutory requirements and benefits; coverage is compulsory for employers of three or more employees, in include the employer. Failure to notify ZeroChaos of any increase in the number of employees that change the Supplier's Workers Compensation requirements hereunder during the course of this Agreement shall be a breach of this Agreement.

(b) Employer's Liability. Employer's Liability in an amount of not less that \$1,000,000.

(c) Commercial General Liability. Commercial General Liability in an amount of not less than \$1,000,000, to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.

(d) Commercial/Business Auto Liability. Automobile Liability, with a minimum combined single limit of liability of \$1,000,000/accident covering all owned, non-owned and hired vehicles

(e) Umbrella Coverage. Umbrella/Excess Liability insurance with a minimum \$1,000,000 limit of liability, applicable to (b), (c), and (d) above;

(f) Errors & Omissions/Professional Liability. Errors & Omissions/Professional Liability insurance in an amount not less that \$1,000,000.00 per occurrence, unless otherwise agreed to in an order under this Agreement.

2.1 All such coverage will be with insurers that maintain at least an "A-" rating with Moody's or Standard & Poor's. Should the Supplier's insurer's rating drop below "A-", Supplier will promptly notify ZeroChaos and Supplier will have thirty (30) days in which to retain a new insurer who holds at least an "A-" rating. Promptly upon execution of this Agreement, Supplier will provide ZeroChaos with a certificate of insurance in a form acceptable to ZeroChaos, evidencing those coverages required above and providing ZeroChaos with at least thirty (30) days prior written notice of cancellation or material change in coverage. Utilization of Supplier's Services by ZeroChaos does not in any way constitute acceptance or authorization of Supplier's deficiencies relative to the required insurances herein, unless such authorization and acceptance is evidenced by an Addendum executed by ZeroChaos. Unless waived by ZeroChaos or otherwise adjudicated between the Parties in a fully executed Addendum, Supplier's failure to produce a certificate of insurance acceptable to ZeroChaos evidencing all

requirements of this Exhibit C - Section 3 (including subsections) shall give ZeroChaos, in its sole and exclusive discretion, the right to unilaterally impose additional fees upon Supplier for Supplier's insurance shortfall.

2.2 All such certificates will delete any "endeavor to" and "failure to notify" provisions from the certificate's cancellation notice language and evidence waiver by the insurers of any subrogation rights with respect to ZeroChaos and Customer, except to the extent such waivers are prohibited by law. If Supplier's insurer will not or cannot delete the "endeavor to" and "failure to notify" provisions from its certificate(s), Supplier herein agrees to assume responsibility for such notification obligation to ZeroChaos of any cancellation, impairment or change of insurer no less than thirty (30) days prior to such change, impairment or cancellation.

2.3 All Supplier insurance will be primary with no right of contribution by ZeroChaos or Customer or their respective insurers. Supplier will be solely and fully responsible for any deductibles or self-insured retentions under any required coverage, and will declare any deductibles or self-insured retentions that are at least or in excess of \$25,000.

2.4 Each policy required pursuant to Section 2.0 subsections (b), (c) and (d) shall name Customer, ZeroChaos and their respective Affiliates and assignees as additional insureds.

2.5 Supplier will remain liable for any insurance obligation not satisfied; however, this requirement will in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement. For any claims relating to this Agreement, Supplier's insurance shall be deemed to be primary and not contributing to or in excess of any similar insurance purchased by ZeroChaos or ZeroChaos' Customer.

3.0 OVERTIME POLICY. No overtime premiums will be paid to Supplier for Services or work which is performed after normal business hours (8:00 a.m. ET – 5:00 p.m. ET) in order to complete a task on time, unless otherwise agreed to in writing in advance by the Customer.

4.0 INVOICING AND CUSTOMER PAYMENT TERMS. Customer requires Supplier Resource to enter time and expenses into ZeroChaos' time and expense collection system ("ZC Web"). It is imperative that all time and expenses entered for the Supplier Resource(s) are entered on a weekly basis, no later than the first business day in the subsequent calendar week; failure to enter time and expense on a weekly basis will result in delayed payment and may potentially result in non-payment by Customer to ZeroChaos. ZeroChaos invoices Customer on a monthly basis for all approved time in ZC Web; Customer managers approve time in ZC Web on a monthly basis. ZeroChaos does not pay Supplier until payment is received from Customer. Customer's payment terms to ZeroChaos are thirty (30) days from Customer's receipt of invoice. Invoices rejected or not approved by Customer may be corrected and resubmitted in the next invoice cycle, which delays payment accordingly.

ZeroChaos pays Supplier five business days (normally seven calendar days) from the receipt of Customer's payment.

The Administrative Fee as referenced in paragraph 1.0 of the Auxiliary Supplier Agreement is reflected in Schedule C-1.

5.0 SUPPLIER RESOURCES. If Customer has to remove Supplier Resource for any reason, Supplier must propose a similarly skilled and similarly priced replacement within five (5) working days of the removal of the Supplier Resource.

Supplier shall have the sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier Resources.

6.0 SUPPLIER RESOURCE SCREENING. Supplier will initiate the Customer-defined background checks and drug testing for each Supplier Resource and ensure completion of such checks with satisfactory results prior to the assignment start date. In order to initiate the background checks and drug tests, Supplier will require each Supplier Resource to execute both the Checkpast Background Research Application and Release attached hereto as Schedule C-2 and the Supplier Worker Release of Background Investigation Results (Attachment #1 to the Auxiliary Supplier Agreement). Supplier shall be solely responsible for the costs associated with all screening and testing and such costs shall not be billed to ZeroChaos or Customer.

If a Supplier Resource leaves an assignment at Customer and is later identified for a subsequent engagement, the amount of time passed will determine if the Supplier Resource is required to repeat the entire screening process.

7.0 ACCEPTANCE. Service(s) shall be deemed Accepted when the Customer determines that such Services provided by Supplier meets the requirements set forth in the applicable Addendum.

8.0 RIGHT TO WORK PRODUCT. If Customer 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, any license to

pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Customer is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

9.0 LIABILITY. Supplier shall have liability with respect to (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) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations. Supplier's liability per occurrence shall be limited to two (2) times the annual value of this contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL 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.

10.0 TERMINATION. Provided the Customer terminates any Assignment and/or Purchase Order ZeroChaos may terminate any Assignment and/or Purchase Order, or any portion thereof, for any reason without penalty; provided, however that upon such termination, ZeroChaos will pay Supplier for Services rendered until such point of termination, subject to receipt of Customer payment for such Services. Payment to Supplier will occur through the normal process of Customer billing and payment. No amount or payment will be allowed for termination expenses, anticipated profits, or any other overhead costs or anticipated payments for future or undelivered Services.

10.1. For Breach or Default. ZeroChaos shall have the right to terminate this Agreement, in whole or in part, or any order or Addendum issued hereunder, in whole or in part, or Customer may terminate an order or Addendum, 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 Addendum issued hereunder.

If ZeroChaos deems the Supplier to be in breach and/or default, ZeroChaos shall provide Supplier with notice of breach and/or default and allow Supplier twenty (20) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, ZeroChaos may immediately terminate this Contract or any order or Addendum issued hereunder, in whole or in part. If Customer deems the Supplier to be in breach and/or default of an order or Addendum, Customer shall provide Supplier with notice of breach and/or default and allow Supplier twenty (20) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, Customer may immediately terminate its order or Addendum, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Non-procurement Programs, ZeroChaos may immediately terminate this Contract, in whole or in part, for breach. ZeroChaos shall provide written notice to Supplier of such termination and Supplier shall provide written notice to ZeroChaos if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

10.2. Non-Appropriation of Funds. Customer depends upon legislative appropriations at the federal, state, and local level for funding of its assignments under this Agreement. In the event of non-appropriation of funds, irrespective of the source of funds, for any assignment, order or items under this Agreement, in the event the Customer terminates any assignment, order or item(s), in whole or in part, for which funds have not been appropriated, then ZeroChaos may terminate such assignment, order or item(s), in whole or in part. Written notice will be provided to Supplier as soon as possible after ZeroChaos receives similar notice from Customer following the completion of such legislative action.

10.3. Effect of Termination. Upon termination, neither Customer nor ZeroChaos shall have any future liability except Deliverables accepted by Customer or Service rendered by Supplier and accepted by Customer prior to the termination date.

10.4. Transition of Services upon Termination. Prior to or upon expiration or termination of this Agreement and at the request of ZeroChaos or Customer, Supplier shall provide all assistance as ZeroChaos or Customer may reasonably require to transition the management of Services to any other Supplier with whom ZeroChaos or Customer contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Agreement. This obligation may extend beyond expiration or termination of the Agreement for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to ZeroChaos or Customer; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and ZeroChaos. Supplier will continue to provide

Services to ZeroChaos and Customer until the transition is complete. Each party will cooperate fully and in good faith with the other and/or its designees, so that the transition of Services rendered under this Agreement shall be timely and efficient and implemented in a manner so as not to interfere with ZeroChaos' or Customer's orderly conduct of business. Additionally:

- Supplier will provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services required under this Contract are maintained at the required service levels
- All Customer Confidential Information shall be promptly delivered or returned (as applicable) to Customer or, at ZeroChaos' or Customer's written request, destroyed and so certified by Supplier
- All documents, records, books, tapes, disks and files provided by Customer (which have not been disposed of with Customer's permission) shall be returned to Customer in substantially the same condition as received, ordinary usage excluded
- Supplier will provide Customer with reasonably detailed specifications for all hardware, software or other equipment Customer or Customer's designee requires to properly assume and perform the Services previously performed by Supplier under this Agreement. This will include a complete list of all software by versions then being used by Supplier in connection with the Services hereunder. Supplier will reasonably assist Customer in the installation of any such hardware or equipment obtained by Customer in connection with the transition plan
- If during the course of this Agreement, Supplier has developed any software program(s) for use by Supplier in providing the Services hereunder or for Customer to which Supplier has retained ownership, Supplier will grant to Customer a nonexclusive, nontransferable, perpetual license to use the software program(s) including all documentation. Customer and Supplier shall enter into an agreement in form and substance reasonably satisfactory to Supplier and Customer containing such terms and conditions as may be appropriate for such a transaction
- Supplier will assist Customer to obtain any necessary rights to access, run, copy or otherwise use any third party software then being used by Supplier in connection with providing the Service hereunder
- Supplier will deliver to Customer copies of existing documentation relating to the Service provided hereunder and as appropriate, including third party documentation
- Supplier will deliver to Customer all Customer data in a format or formats reasonably acceptable to Customer in order to eliminate or minimize the effort required to manually enter data or re-key information
- Supplier will assist Customer by providing training for Customer employees or other Customer designees who will be assuming responsibility for the Services previously provided by Supplier hereunder.

11.0 CUSTOMER SAFETY AND SECURITY REQUIREMENTS. 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 operation. Supplier further agrees to comply with all provisions of the Customer's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by Customer. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Customer location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier Resources. Supplier may, at any time, be required to execute and complete, for each Supplier Resource, additional forms which may include non-disclosure agreements to be signed by Supplier Resource acknowledging that all Customer information with which such employees and agents come into contact while at the Customer site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or Supplier Resources shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold both ZeroChaos and Customer, including the Commonwealth of Virginia, their respective 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 ZeroChaos and/or Customer, their officers, directors, agents or employees, on account of the failure of Supplier or Supplier Resource to perform its obligations pursuant this Section.

12.0 INCORPORATED CONTRACTUAL PROVISIONS. The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by Customer, 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 URLs referenced herein are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

13.0 CONTINUATION OF SERVICES IN THE EVENT OF SUPPLIER CONTRACT TERMINATION WITH CUSTOMER. In the event that Customer and ZeroChaos' contract is terminated for any reason, Supplier herein agrees that it will continue to perform its obligations under this Agreement for the benefit of Customer in accordance with the terms and conditions herein, provided that Customer pays Supplier for the services rendered from and after the date of the termination of the Customer's contract with ZeroChaos at the same rate or in the same amount as set forth herein.

14.0 LIMITATION OF LIABILITY. In no event shall either party be liable to the other party for any indirect, consequential, punitive, special, exemplary or incidental damages of whatever kind or nature.

15.0 ADDITIONAL DOCUMENT REQUIRING EXECUTION BY SUPPLIER RESOURCE. Attachment C-2 is required to be properly executed by each Supplier Resource and submitted to ZeroChaos prior to commencement of Services on an Assignment.

16.0 OTHER ATTCHMENTS. The following attachments are incorporated by reference hereto as part of this Agreement.

- 16.1. Program Rates & Fees – Attachment C-1
- 16.2. General Warranty – Attachment C-3
- 16.3. Supplier Service Level Agreements – Attachment C-4

Additional Exhibits may be added and incorporated as defined by Customer and/or ZeroChaos.

Supplier hereby acknowledges and agrees to the terms of this Exhibit C – Customer Specific Terms, in its entirety.

APC Workforce Solution LLC
d/b/a **ZEROCHAOS**

SUPPLIER: _____

Title: _____

Title: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

Attachment C-1 to Exhibit C for CoVa / VITA – Rates & Fees

Program Rates & Fees

1. Staff Aug - Not to Exceed (NTE) Bill Rates:

Regions	Job Category	Position	Not to Exceed Bill Rates			
			Legacy Staff Aug NTE Rate (\$/Hr)	Core Staff Aug NTE Rate (\$/Hr)	Mission Critical Staff Aug NTE Rate (\$/Hr)	
All Regions	Applications	Programmer Analyst	Analyst 1	\$35.32	\$35.32	\$39.21
			Analyst 2	\$44.23	\$44.23	\$49.09
			Analyst 3	\$55.00	\$55.00	\$61.05
			Analyst 4	\$63.25	\$63.25	\$69.00
			Analyst 5	\$81.74	\$81.74	\$85.83
		Programmer	Programmer 1	\$36.45	\$36.45	\$40.46
			Programmer 2	\$43.10	\$43.10	\$47.84
			Programmer 3	\$63.25	\$63.25	\$70.21
			Programmer 4	\$82.77	\$82.77	\$86.90
			Programmer 5	\$86.16	\$86.16	\$90.47
		Software Test Analyst	Analyst 1	\$38.87	\$38.87	\$43.14
			Analyst 2	\$44.23	\$44.23	\$49.09
			Analyst 3	\$55.00	\$55.00	\$59.04
			Analyst 4	\$56.23	\$56.23	\$61.05
			Analyst 5	\$68.90	\$68.90	\$71.40
		Technical Writer	Technical Writer 1	\$26.70	\$26.70	\$29.64
			Technical Writer 2	\$30.10	\$30.10	\$33.41
			Technical Writer 3	\$39.20	\$39.20	\$43.51
		Business Analyst	Analyst 1	\$36.44	\$36.44	\$40.45
			Analyst 2	\$38.13	\$38.13	\$42.32
			Analyst 3	\$49.75	\$49.75	\$55.22
			Analyst 4	\$68.00	\$68.00	\$71.40
			Analyst 5	\$76.85	\$76.85	\$80.69
		System Analyst	Analyst 1	\$36.44	\$36.44	\$40.45
			Analyst 2	\$39.29	\$39.29	\$43.16
			Analyst 3	\$51.30	\$51.30	\$56.94
		Software Solutions Architect		\$74.42	\$74.42	\$82.60
		Intelligent Transportation Systems Specialist		\$30.48	\$30.48	\$33.83
		Geographic Information System	Geospatial Projects Manager	\$69.50	\$69.50	\$77.00
			Analyst	\$56.00	\$56.00	\$62.50
			Specialist	\$43.00	\$43.00	\$51.00
			Specialist 2	\$59.20	\$59.20	\$62.16
Technician Trainee	\$23.24		\$23.24	\$25.90		
Technician 1	\$25.00		\$25.00	\$30.00		
Technician 2	\$27.50		\$27.50	\$30.53		
Technician 3	\$39.20	\$39.20	\$41.16			

				Not to Exceed Bill Rates		
Regions	Job Category	Position		Legacy Staff Aug NTE Rate (\$/Hr)	Core Staff Aug NTE Rate (\$/Hr)	Mission Critical Staff Aug NTE Rate (\$/Hr)
All Regions	Data Management	Database Architect	Database Architect 1	\$55.23	\$55.23	\$61.30
			Database Architect 2	\$68.74	\$68.74	\$76.30
			Database Architect 3	\$80.28	\$80.28	\$84.29
			Database Architect 4	\$96.00	\$96.00	\$104.00
		Data Warehouse Architect	Data Warehouse Architect 1	\$58.44	\$58.44	\$64.87
			Data Warehouse Architect 2	\$76.00	\$76.00	\$81.00
			Data Warehouse Architect 3	\$87.00	\$87.00	\$94.00
		Database Administrator	Database Administrator 1	\$45.35	\$45.35	\$50.34
			Database Administrator 2	\$51.20	\$51.20	\$56.83
			Database Administrator 3	\$61.15	\$61.15	\$67.88
			Database Administrator 4	\$80.28	\$80.28	\$84.29
		Project Management	Project Manager	Project Manager 1	\$55.74	\$55.74
	Project Manager 2			\$65.36	\$65.36	\$65.36
	Project Manager 3			\$78.50	\$78.50	\$78.50
	Project Manager 4			\$98.50	\$98.50	\$98.50
Project Lead	Project Lead 1		\$43.85	\$43.85	\$43.85	
	Project Lead 2		\$53.99	\$53.99	\$53.99	
Project Coordinator			\$33.27	\$33.27	\$33.27	
Independent Verification & Validation (IV&V) Specialist 1			\$115.00	\$115.00	\$115.00	
Independent Verification & Validation (IV&V) Specialist 2		\$123.00	\$123.00	\$123.00		
Telecom and Computer Networking	Network Administrator	Network Administrator 1	\$31.47	\$31.47	\$31.47	
		Network Administrator 2	\$41.84	\$41.84	\$41.84	
		Network Administrator 3	\$45.46	\$45.46	\$45.46	
	Network Architect	Network Architect 1	\$54.30	\$54.30	\$54.30	
		Network Architect 2	\$62.40	\$62.40	\$62.40	
		Network Architect 3	\$78.10	\$78.10	\$78.10	
	Network Engineer	Network Engineer 1	\$37.23	\$37.23	\$37.23	
		Network Engineer 2	\$46.65	\$46.65	\$46.65	
		Network Engineer 3	\$55.25	\$55.25	\$55.25	
		Network Engineer 4	\$75.00	\$75.00	\$75.00	
Public Safety Consultant		\$45.00	\$45.00	\$45.00		
Radio Engineer		\$46.50	\$46.50	\$46.50		
Customer / Technical Support	Help Desk	Help Desk 1	\$26.96	\$26.96	\$29.92	
		Help Desk 2	\$28.01	\$28.01	\$31.09	
		Help Desk 3	\$32.99	\$32.99	\$36.62	
	Technical Support	Technical Support 1	\$28.12	\$28.12	\$31.21	
		Technical Support 2	\$32.60	\$32.60	\$36.19	
		Technical Support 3	\$40.23	\$40.23	\$44.66	
	Infrastructure Solutions Architect	Infrastructure Solutions Architect 1	\$56.30	\$56.30	\$56.30	
		Infrastructure Solutions Architect 2	\$68.15	\$68.15	\$68.15	
		Infrastructure Solutions Architect 3	\$78.83	\$78.83	\$78.83	

		Not to Exceed Bill Rates					
Regions	Job Category	Position		Legacy Staff Aug NTE Rate (\$/Hr)	Core Staff Aug NTE Rate (\$/Hr)	Mission Critical Staff Aug NTE Rate (\$/Hr)	
		System Administrator	System Administrator 1	\$38.56	\$38.56	\$38.56	
			System Administrator 2	\$42.62	\$42.62	\$42.62	
			System Administrator 3	\$53.27	\$53.27	\$53.27	
	IT Security	IT Security Analyst	IT Security Analyst 1	\$45.00	\$45.00	\$45.00	
				IT Security Analyst 2	\$54.31	\$54.31	\$54.31
				IT Security Analyst 3	\$57.06	\$57.06	\$57.06
			IT Security Architect 1	\$44.44	\$44.44	\$44.44	
			IT Security Architect 2	\$51.23	\$51.23	\$51.23	
	IT Mgmt. Svcs.	Business Continuity Planner		\$76.00	\$76.00	\$76.00	
		Business Process Reengineering		\$88.00	\$88.00	\$88.00	
		Enterprise Architect		\$110.00	\$110.00	\$110.00	
		IT Strategist		\$90.00	\$90.00	\$90.00	

2. Administrative Fee:

The Administrative Fee referenced in paragraph 1.0 of the Auxiliary Supplier Agreement are calculated as a percentage of the amount invoiced by ZeroChaos to Customer based upon Supplier's billings for Services rendered. The ZeroChaos Administrative Fee shall be withheld from amounts remitted to Supplier for Supplier Resources' Services hereunder. Administrative Fees are charged only on Services performed by Supplier Resources and approved by Customer through the VMS; expenses are not subject to Administrative Fees.

For Staff Augmentation Assignments, the Administrative Fee percentage is 5.75%. This fee includes ZeroChaos' fees and Customer Fees.

Attachment C-2 to Exhibit C for CoVa / VITA – Background Check

Background Check Authorization & Release

Unless otherwise required by the respective Commonwealth agency, all Background Checks are required to be performed by Checkpast.

Checkpast Background Research Application and Release					
Last Name	First Name	Middle Name			
Former/ Alias/ Maiden Name	Email Address		Home Phone Number		
Drivers License Number	DL State	Date of Birth	Social Security #		
Circle Highest Education Completed <u>GED</u> <u>High School</u> <u>College</u> Other:					
School Name _____					
City _____ State _____					

Please list your previous home addresses for the last five years with the most recent first:					
Address	City	State	Zip	From	To

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Sharing Results with ZeroChaos' Client

As evidenced by my signature below on this application, I assert my clear understanding and agreement that any and all results from the Background Investigation initiated based upon this application may be shared with the ZeroChaos client where I intend to provide services, for the client's evaluation of my suitability for assignment according to that client's policies. I authorize Checkpast and ZeroChaos to share the representations I have made in this application as well as the results of the corresponding Background Investigation with the respective client(s) and their authorized agents.

Except as otherwise prohibited by law, I hereby release, waive, discharge, exonerate and agree not to sue ZeroChaos or Checkpast, their respective agents, representatives, employees, independent contractors, officers, directors, and shareholders from and for any all claims, damages, losses, liabilities, rights expenses, demands, causes of actions of any nature whatsoever arising out of or related to ZeroChaos or Checkpast providing such information to any ZeroChaos client(s).

PLEASE READ THE FOLLOWING STATEMENT AND INDICATE YOUR AGREEMENT BY SIGNING BELOW:

I hereby consent to have an investigation made relating to statements made on your application and questionnaire, and consent to have such information as may be received reported to Checkpast. I also agree to give any further information which may be required in reference to my past record. I also authorize and request every person, firm, credit bureau, company, corporation, governmental agency, court, financial institutions, employer, police department, motor vehicle department, licensing agency, schools, colleges, universities, and any other association or institution having control of any documents, records and other information pertaining to me, to furnish to Checkpast, or its designated agents any such information, background reviews, driving records, employment records, including documents, records, files containing charges or complaints filed against me, formal or informal, pending or closed, or any other pertinent data, and to permit Checkpast, or its agents to inspect and make copies of such documents, records and other information. I further authorize Checkpast to furnish interested employer(s) and their authorized agents a report relating to statements I made in this application.

Except as otherwise prohibited by law, I hereby release, waive, discharge, exonerate and agree not to sue Checkpast, it's agents, representatives, employees, independent contractors, officers, directors, and shareholders from and for any all claims, damages, losses, liabilities, rights expenses, demands, causes of actions of any nature whatsoever arising out of or related to whether such information, documents or records are provided directly to Checkpast, its agents by me or obtained independently by Checkpast, or its agents on my behalf.

I also acknowledge that the information contained in this application and all information subsequently obtained through the use of this Authorization and Release is the property of Checkpast. I hereby represent that the information given on this application is true and complete to the best of my knowledge.

I understand I have the right to inspect visually the files concerning me maintained by an investigative consumer investigative reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if I appear in person and furnish proper identification. I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified addressee. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer credit reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. "Proper identification" as used in this paragraph means information generally deemed sufficient to identify a person, including documents such as a valid driver's license, social security account number, military identification card and credit cards.

For California Applicants Only:
 I have the right to request a copy of my consumer investigative report from Checkpast, by checking the box below. The consumer investigative report will be mailed directly to me by Checkpast.

I wish to receive a copy of the consumer investigative report.
 (Check only if you wish to receive a copy.)

Candidate's Signature

Date

Attachment C-3 to Exhibit C for CoVa / VITA – General Warranty

General Warranty

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

A. Ownership

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

B. Supplier's Viability

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

C. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

D. Performance

All Services and Subcontractor Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables, Subcontractor Services and Services furnished under this Agreement;

Performance Reporting. Supplier will report performance measures to CoVa / VITA which are defined in Exhibit F. Upon Execution of the Agreement, Supplier reporting of performance measures will be due to CoVa / VITA (i) beginning 30 days following the 90 day Implementation Phase, (ii) Supplier will provide monthly reports for the next three months; (iii) thereafter Supplier will provide performance reports to CoVa / VITA on a quarterly basis.

Services pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by CoVa / VITA in the RFP and in this Agreement and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;

The Services and Subcontractor Services and Deliverables shall meet or exceed the Requirements and shall be performed in a professional manner;

The documentation which Supplier is required to provide under this Agreement shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

E. Performance Service Standards and Remedies

Supplier will meet or exceed the Service levels detailed in Attachment C-4, attached hereto. In the event Supplier fails to meet the Service levels, Supplier agrees to the following remedies:

A discussion will take place between the Supplier representatives and the CoVa / VITA contract manager. The Supplier will be given a warning, and a plan will be developed to improve on the problem areas within thirty (30) days.

If a second monthly review occurs with minimal or no improvement in the problem areas, the Supplier will be placed on Probation, and the Supplier will be given two (2) months to improve their overall service score.

If a third monthly review with below-threshold score occurs within the two (2) month probationary period, the Supplier will be required to give a three percent (3%) rebate on the month's revenue back to each Authorized User which has provided revenue to the Supplier.

If a fourth below-threshold score occurs within the next three (3) months, the Supplier will be required to provide a five percent (5%) rebate on the month's revenue back to each Authorized User which has provided revenue to the Supplier and the Agreement may be terminated by CoVa / VITA.

F. Malicious Code

Supplier agrees and shall require its Subcontractors to agree that they have used commercially reasonable means through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has agreed and required its Subcontractors to agree that they have used the best available means to scan any media on which Deliverables are provided to the Authorized User.

G. Limited Warranty Period and Remedy

During the warranty period of 180 days from date of Acceptance of final deliverable, or as specified in the applicable SOW, Supplier warrants that the Services or Deliverables provided by its Subcontractors shall meet or exceed the Requirements. Supplier agrees and shall require its Subcontractors to agree that they shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. Supplier agrees and shall require its Subcontractors to agree that if they are unable to make the Service/Deliverable conform, in all material respects, to the Requirements within fifteen (15) days, or as specified in the applicable SOW, following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

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.

Attachment C-4 to Exhibit C for CoVa / VITA – SLAs

Service Level Agreements

Category	Performance Metric	Description	Service Level / Response Time	Frequency of Review
Candidate Response Time	Submission Round 1 - Resume Submittal Cycle Time	Measures cycle time of requisition received by the Supplier. Supplier will provide qualified candidate resumes to the ZeroChaos PMO	1 Business Day	Review weekly; reported quarterly
Candidate Selection Time	Submission Round 2 - Resume Submittal Cycle Time	Measures cycle time of requisition received by the Supplier. Supplier will provide qualified candidate resumes to the ZeroChaos PMO	1 Business Day	Review weekly; reported quarterly
Candidate Interview Rate	Standard Interview Rate	Measures supplier's ability to satisfactorily accept requisitions and submit qualified candidates that proceed to the interview stage	50%	Review weekly; reported quarterly
Requisition Acceptance and Response Rate	Urgent Request Response Time	Measures cycle time of URGENT requisition response by the Supplier. Supplier will provide 1-2 qualified candidate resumes to the ZeroChaos PMO	1 hour to accept/reject the requisition; 4 hours to submit 1-2 candidates	Monthly Review; Not measured for SLAs
Candidate Fill Rate	Urgent Request Fill Rate	Measures suppliers 's ability to satisfactorily fulfill URGENT Staff Aug requisitions within two rounds	TBD **	Monthly Review; Not measured for SLAs
Candidate Selection	Urgent Round 1 Fill Rate	Measures Supplier's ability to satisfactorily fulfill URGENT Staff Aug requisitions within first round of resumes submitted	TBD **	Monthly Review; Not measured for SLAs
Candidate Selection	Resume Submittals for Mission Critical related technology. <i>(Mission Critical as defined by contracted technology categories of Legacy, Core, MC and Emerging)</i>	Measures cycle time of: candidates received by the Supplier. Supplier provides 1-2 qualified candidate resumes to the ZeroChaos PMO	2 Business Days	Quarterly
Candidate Selection	Candidate Interview Confirmed	Measures the cycle time of notification to the ZeroChaos PMO for the supplier to confirm requested candidate interviews	1 Business Days	Quarterly
Cost Management	Staff Aug	Supplier will fill orders at or below the Target Rate published in the requisition	At or below Target Rate	Quarterly
Customer Satisfaction	Unplanned Turnover	Measures resource turnover due to unplanned situations that are not caused by the Commonwealth, excluding inadequate performance, death, serious illness, etc.	5% or lower	Quarterly
Customer Satisfaction	Resource Dismissal	Measures number resources dismissed due to inadequate resource performance	3% or lower	Quarterly
Customer Satisfaction	Contractor "Fit"	Ratio of candidates who are released prematurely due to performance	3% or lower	Quarterly

Category	Performance Metric	Description	Service Level / Response Time	Frequency of Review
Issue Management	This monthly SLA measures Supplier's time to respond for routine issues	Supplier will notify the ZeroChaos PMO of routine issues that need to be resolved. Supplier will acknowledge receipt of notification of any routine issues that need to be resolved, and insure ZeroChaos PMO has also been notified. Routine issues are those which have a minimal impact on a business process. Routine issues would not preclude someone from starting, finishing a job or getting paid	1 business hour from receipt of routine issue	Monthly
Issue Management	This monthly SLA measures Supplier's time to respond for critical issues	Supplier will notify the ZeroChaos PMO of critical issues that need to be resolved. Supplier will acknowledge receipt of notification of any critical issues that need to be resolved, and insure ZeroChaos PMO has also been notified. Critical issues preclude someone from starting, finishing a job or getting paid	30 business minutes from receipt of critical issue	Monthly
On-boarding/Off-boarding	On-boarding Checklist Completion	Measures the completion of all on-boarding requirements that is a supplier responsibility for each engagement	All on-boarding requirements are 100% completed prior to starting engagement	Monthly
On-boarding/Off-boarding	Off-boarding Checklist Completion, if any	Measures the completion of all off-boarding requirements that is a supplier responsibility for each engagement	All off-boarding requirements are 100% completed at the end of engagement - within 1 business days	Monthly
TBD ** - such items will be defined as part of the program implementation process & communicated as defined				

Exhibit D – Loaned Customer Assets

Each time Consultant or Supplier Personnel (collectively referred to herein as “Consultant”) is provided Loaned Items, Consultant or Supplier (if working through an Agency or Vendor) will complete the Loaned Items Attachment (“Exhibit D-1”), which sets out the name of the Consultant and lists the Loaned Items provided to the Consultant. Loaned Items are provided for use by the Consultant while performing the assignment and are intended to be returned upon the termination of said assignment. Loaned Items (“Loaned Items”) are defined as any asset provided by ZeroChaos or ZeroChaos’ Customer (“the Owner”) to the Consultant which is used to gain access to Customer’s premises or systems or utilized to provide services to Customer. Examples of Loaned Items include premises access cards, keys or badges, mobile telephones, Blackberry or similar devices, laptops or other computer and/or telephony equipment, including computer peripheral devices. The list in the previous sentence is not intended to be a complete, comprehensive or all encompassing list of items which are defined as Loaned Items.

All Loaned Items will remain the Owner’s property at all times and will be used only for the benefit of the Customer in the performance of this Agreement. Supplier or Consultant will confirm receipt of Loaned Items with ZeroChaos personnel within five (5) calendar days by signing and returning a copy of the Loaned Items Attachment or by sending a written acknowledgment, including a description and serial number for the Loaned Items.

1.0 General

Supplier or Consultant will: (i) after receiving Loaned Items, ensure that Loaned Items are not encumbered by any security interest and that interest in Loaned Items is not transferred in any way; (ii) immediately notify the Owner upon notice from the taxing authority and in writing of any personal property taxes or assessments that may be levied on Loaned Items and forward any correspondence from such taxing authority which referenced Loaned Assets to the Owner; (iii) maintain Loaned Items at the location originally shipped to by the Owner, unless otherwise agreed to by the Owner; (iv) maintain Loaned Items without alteration and in their original condition as provided by the Owner, unless otherwise agreed to by the Owner; (v) immediately notify the Owner of any damage to or theft of Loaned Items and be responsible for the replacement cost of Loaned Items in the event of any damage or theft; (vi) maintain a status report on Loaned Items (e.g., currently in possession or returned); (vii) ensure that Loaned Items are referenced in a tracking document which references this Agreement; (viii) return Loaned Items on the return date specified by the Owner in writing, the termination date of the Agreement; or upon the Owner’s written request, whichever occurs first.

In the event Loaned Items consist of or contain the Owner’s proprietary or third party software, Supplier and/or Consultant will not reverse assemble, reverse compile, decode, translate, make copies, prepare any derivative works of, distribute, or sublicense such software, without the Owner’s prior written permission. Supplier and/or Consultant is only licensed to use such software in performance of this Agreement and such limited license will expire upon return of the Loaned Items or the termination of this Agreement, whichever occurs first. No other licenses in Loaned Items, either express or implied, are granted.

2.0 Use of Loaned Items

- 2.1. Only Consultant to whom Loaned Item is issued may use the Loaned Items.
- 2.2. Supplier or Consultant must ensure that:
 - (a) the Consultant only use Loaned Items for the purpose of providing the Services;
 - (b) the Consultant use the Loaned Items in accordance with the Agreement and this Personal License Agreement;
 - (c) the Consultant use power-on, lock-up and screen saver passwords to prevent access by unauthorized persons;
 - (d) the Consultant does not install or download any software or files that are not approved in advance by the Owner;
 - (e) all software must be licensed to the Owner;
 - (f) the Consultant not store Customer product source code, and unannounced Customer product executable code on the hard disk(s) hard drive;
 - (g) where possible, the Consultant work on Customer host or server located in Customer or Customer’s client site. The Loaned Items should access Customer hosts and servers as a “dumb” terminal, and not be used for downloading and uploading confidential materials from and to Customer or Customer’s client’s hosts and servers;

- (h) the Consultant installs, keeps current, and regularly runs the Owner's standard anti-virus tools. All files, uploaded and downloaded, must be checked immediately for known computer viruses;
- (i) login scripts stored on the Loaned Items' hard disk(s), if any, must not contain any Customer or Customer's client's host system or server login passwords.

2.3. Supplier or Consultant must ensure that Consultants must not:

- (a) leave any Loaned Item unattended (except where the Loaned Item is safely stored at the Supplier's place of business, the Customer Site, or Employee's residence, or is otherwise properly secured);
- (b) install any of the Owner's software on their personally owned home PC equipment, unless authorized by Customer to do so (such authorization should be in written form and readily available upon request for such documentation). The Consultant may only access internal Customer systems from home using the Loaned Item unless home PC authorization is granted by Customer (as referenced herein). The Consultant may only access internal Customer systems from a Customer location using the Loaned Item. The Loaned Item must never be connected to the Consultant's home system or PC. The Loaned Item must never be connected to a Customer's client system or PC without explicit authorization by Customer.

ALL LOANED ITEMS ARE LOANED TO SUPPLIER ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

3.0 Return of Loaned Items

Supplier agrees to instruct Consultant, and Consultant agrees to return Loaned Items in the manner prescribed by the Owner. At the time any Loaned Item is returned, Supplier or Supplier's Worker should acquire written documentation reflecting to whom any Loaned Item was returned and on what date. Loaned Items must be returned to a designated employee of the Owner.

If the Loaned Item is not returned in person by the Consultant to a designated employee of the Owner, Supplier or Consultant is to contact ZeroChaos for explicit instructions regarding how to return Loaned Item.

Supplier and Consultant are both explicitly instructed not to send any Loaned Item to the Owner via a common carrier (i.e. USPS, FedEx or other freight handler) without a level of insurance that covers full replacement value and full shipping charges prepaid in advance.

SUPPLIER OR CONSULTANT ACCEPTS AND AGREES THAT SUPPLIER IS FINANCIALLY RESPONSIBLE FOR ANY LOANED ITEM THAT IS: NOT RETURNED, LOST, MISAPPROPRIATED, DESTROYED, OR OTHERWISE RETURNED TO THE OWNER IN A CONDITION THAT PREVENTS CONTINUED UTILIZATION OF THE ASSET.

SUPPLIER OR CONSULTANT AUTHORIZES ZEROCHAOS TO WITHHOLD THE REPLACEMENT COST OF LOANED ITEMS FROM PAYMENT TO SUPPLIER IF ANY LOANED ITEM IS NOT RETURNED TIMELY AND IN A CONDITION SIMILAR TO THE CONDITION IN WHICH IT WAS ISSUED. SUPPLIER IS NOT FINANCIALLY RESPONSIBLE FOR NORMAL USEAGE AND WEAR.

ACCEPTED AND AGREED TO BY SUPPLIER:

Signature

Title

Printed Name

Date

Exhibit D-1 – Loaned Items Attachment

AGREEMENT REGARDING ISSUANCE OF COMPANY OR CUSTOMER PROPERTY

APC Workforce Solutions, LLC d/b/a ZeroChaos (the "Company") and/or a Customer of the Company ("Customer") has issued to _____ ("Consultant"), and Consultant acknowledges receiving, the following items of Company and/or Customer property ("Loaned Item"):

Description of Property

Consultant agrees to take proper care of these items and to return them to the Company and/or the Customer in their present condition, allowing for normal wear and tear, on or before Consultant's last day of employment with the Company in the case of Company property, or termination of job assignment with the Customer in the case of Customer property. Consultant hereby authorizes the Company to do the following: (a) in the case of Company property not returned to the Company, to deduct from Consultant's final check the cost of any items that Consultant fails to return to the Company by his or her last day of employment; and (b) in the case of Customer property not returned to the Customer, to deduct from Consultant's final check reflecting services performed for that Customer the cost of any items that Consultant fails to return to the Customer by his or her last day of performing services for that Customer.

Signature of Consultant

Date

**Amendment to the Auxiliary Supplier Agreement
Supplier's Election of a Fifteen (15) Day Early Payment Option**

CUSTOMER FOR WHICH SUPPLIER IS ELECTING EARLY PAYMENT: _____

THIS AMENDMENT ("Amendment") is made to the Auxiliary Supplier Agreement (the "Agreement") dated _____ between APC Workforce Solutions LLC, d/b/a **ZeroChaos** ("ZeroChaos"), and _____ ("Supplier") and is effective this ____ day of _____ 20__.

The parties wish to amend the Agreement and/or Exhibits to the Agreement as follows:

ZeroChaos is offering Supplier the following option for reduced payment terms specific to the Customer identified above; such election is made entirely at the Supplier's discretion. The payment option selected is binding for the Supplier and, as such, applies to all of the Supplier's Workers subject to this Agreement providing Services to the Customer specified above.

EARLY PAY OPTION – Reduced payment terms for an additional fee:

In addition to any administrative fee, whether paid by Customer or Supplier, for all assignments where Supplier provides Supplier Workers, an early payment fee will be deducted from the amount due Supplier by ZeroChaos. The fee will be deducted from the normal hourly amount due and all expenses paid to the Supplier.

By selecting this payment option, the payment terms contained in the Agreement or any of its Exhibits are hereby decreased by fifteen (15) days from date indicated in the Agreement.

*Under ZeroChaos' standard operating procedure, ZeroChaos does not pay suppliers until payment is received from Customer. If, as a result of this Amendment, ZeroChaos commits to remit payment to Supplier **prior** to receiving payment from Customer, ZeroChaos reserves the right, and Supplier grants the right to ZeroChaos, to deduct from future payments to Supplier any amount invoiced to Customer that remains unpaid for more than sixty (60) days from the invoice date. If no future payments are due, Supplier herein agrees to reimburse ZeroChaos within 10 days of the notification date by ZeroChaos for the uncollected amount(s) previously paid to Supplier by ZeroChaos. Supplier's failure to reimburse ZeroChaos within 10 days of the notification date will entitle ZeroChaos to add interest charges at the maximum amount allowable under presiding law.*

"ZeroChaos' receipt indicating Customer approval of invoice" (as utilized below) varies depending upon the frequency and method of the Customers invoicing process. The process and or systems utilized by a Customer to process time and expenses may be identical or completely separate. Specific understanding of a particular Customer's time and expense invoicing and approval process(es) will impact the timing of payments under the option presented below. ZeroChaos strongly recommends that Supplier reviews and clearly understands the specific process for each Customer to which Supplier may provide services.

(_____) **PAYMENT 15 DAYS EARLIER THAN ZEROCHAOS' NORMAL SCHEDULED PAYMENT OF INVOICE FOR TIME & EXPENSE.** ZeroChaos will deduct 1.00% from the amount due Supplier in exchange for paying Supplier fifteen (15) days earlier than the normal scheduled payment date of Customer's time and expense invoices.

By initialing the payment option above and signing below, I hereby assert my election to the early payment terms outlined herein and further assert my authority to make this binding election on behalf of the Supplier.

This Amendment may be terminated by either party with fifteen (15) days written notice to the other party. Termination shall only effect invoices dated after the fifteen-day termination notice has been received by the non-terminating party.

SUPPLIER

Title: _____

Date: _____

Print: _____

Sign: _____

ZeroChaos Supplier Agreement for Deliverable (SOW) Work

This Supplier Agreement ("**Supplier Agreement**") is entered into this _____ day of _____, 20____, between APC Workforce Solutions, LLC, d/b/a ZeroChaos, a Florida corporation, with its principal place of business at 420 S. Orange Ave., Suite 600, Orlando, FL 32801 ("**ZeroChaos**"), and _____, a _____ (type of business entity), with its principal place of business located at _____ ("**Supplier**").

Preliminary Statement

ZeroChaos locates and administers technical, professional and consulting personnel on a strategic basis to its customers' ("**Customer(s)**"). From time to time, ZeroChaos requires assistance from other technical, professional and consulting providers, such as Supplier, in filling Customer requests ("**Services**"). ZeroChaos desires to retain Supplier to provide and Supplier desires to supply deliverables on an as needed basis to ZeroChaos' Customer(s). Deliverables ("**Deliverables**") shall mean: (a) any materials described as "Deliverables" within this Agreement, or any Statement of Work or that are otherwise delivered or to be delivered to Customer by Supplier and/or its employees hereunder, or (b) any other material(s) prepared by or on behalf of Supplier and/or its employees in the course of performing the Services.

NOW, THEREFORE, in consideration of the mutual agreements of the parties and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. DESCRIPTION, LOCATION AND PRICING OF SERVICES. At Customer or ZeroChaos' request, and upon Supplier's acceptance of terms, Supplier shall execute and perform services in conformity with a Statement of Work ("**SOW**") or other written or electronic form (collectively herein defined as an "**Addendum**" or "**Addendums**"), which may be identified and provided by either ZeroChaos or Customer from time to time. Each specific project shall have an Addendum which will identify in writing the name and location of the Customer and mutually agreed upon pricing between ZeroChaos and Supplier. The pricing agreed upon by the parties is confidential and proprietary to ZeroChaos and Supplier. Neither party will disclose the pricing or other details contained in an Addendum to any party without the other party's written permission. This non-disclosure obligation will survive any termination of this Agreement. Each Addendum, together with this Auxiliary Supplier Agreement and all exhibits and schedules attached to or incorporated herein, will constitute, as between Supplier on one hand and ZeroChaos on the other hand, a separate Agreement ("**Agreement**").

ZeroChaos may, at its option and in its sole discretion, contact Supplier to perform the Services, provided ZeroChaos will not be obligated to retain Supplier for the Services. Supplier's performance of the Services will be subject to Customer's and ZeroChaos' approval.

The relationship between ZeroChaos and Supplier is discretionary and non-exclusive. ZeroChaos is not obligated to issue or offer to Supplier any particular Statement(s) of Work or to engage Supplier to perform any particular projects or level of work for ZeroChaos. Supplier has no rights to any specific engagements, territories, prospects or other commitments from ZeroChaos other than as set forth in each Addendum.

Supplier agrees to pay ZeroChaos fees for the administration of this program ("**Administrative Fees**"), as directed by ZeroChaos from time to time during the term of this Agreement in addition to any technology fee or VMS fee. The amount of the Administrative Fee, and other additional fees, if any, are reflected in Exhibit C attached hereto. Administrative Fees are subject to change, and if any such fee is changed by Customer mandate, Supplier hereby grants ZeroChaos the right to adjust the Administrative Fees reflected in Exhibit C accordingly. Supplier agrees that these Administrative Fees will be deducted from Supplier's invoice for Services provided to Customer through ZeroChaos prior to the settlement of any invoice. If any Addendum to this Agreement contains different provisions for the amount of the Administrative Fee, the amount reflected in the Addendum shall supersede this section.

2. SUPPLIER'S RESPONSIBILITIES.

(a) Generally. Supplier will: (i) perform the services as outlined in the SOW in professional and competent manner and shall have the skills to successfully fulfill the requirements of the SOW; (ii) provide for liability and fidelity insurance as specified in Exhibit C attached hereto, and (iii) provide workers' compensation insurance coverage in amounts as required by law (collectively defined as the "**Supplier Obligations**").

(b) Compliance. In connection with the performance of this Agreement, Supplier will comply with all applicable laws, regulations and orders, including, but not limited to, equal opportunity employment laws and regulations, the Fair Labor Standards Act and the Immigration Reform and Control Act. Supplier shall comply with the requirements and obligations that are set forth in this Agreement, including without limitation, provisions

addressing compliance with laws, compliance with Customers workplace rules and regulations, confidentiality, intellectual property and inventions, insurance requirements and resolution of disputes.

(c) Resources on Assignment. Any Supplier employee, subcontractor, independent contractor other person providing Services through Supplier or under Supplier's direction is a **"Supplier Resource"**. Any Supplier Resource assigned to a Customer under this Agreement shall remain employees of Supplier or Supplier's subcontractor and shall not by reason of their assignment to a Customer become an employee of Customer or ZeroChaos. Supplier's or subcontractor's employees shall not be entitled to participate in any of ZeroChaos' or Customers' employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether reduced to writing or not. As a condition of their assignment to Customers, Supplier will require Supplier Resources to acknowledge in writing the application of the terms of this Section.

Any Supplier Resource and assigned to work for a ZeroChaos Customer must meet all requirements to legally perform work in the United States of America or any jurisdiction where such work will be performed. For all Supplier Resources in the United States of America, Supplier or Supplier's subcontractor is solely responsible for completion of Employment Eligibility Verification (Form I-9) and agrees to properly complete and retain the required form for any Supplier Resource providing Services under this Agreement. Supplier agrees to indemnify and hold both ZeroChaos and its Customer harmless from any and all liabilities, damages, claims and expenses (including reasonable attorney's fees) arising out of any breach by Supplier or Supplier's subcontractor(s) of this section.

Supplier alone will bear all costs, including but not limited to, damages, penalties, and/or legal fees associated with any liability arising from the use of Supplier Resources not legally authorized to work in any jurisdiction where work is performed. If any Supplier Resource is not legally authorized to work in the United States, Supplier agrees that ZeroChaos and ZeroChaos' Customer have no obligation to pay for any of the Services rendered by the respective Supplier Resource(s). Rendered Services are those tasks and job duties provided by the Supplier Resource(s) to ZeroChaos' Customer on any assignment, job order, work order, engagement, or under a Statement of Work.

Supplier fully indemnifies ZeroChaos and agrees to fully reimburse ZeroChaos within ten (10) calendar days from receipt of notice by ZeroChaos for any audit or other contract non-compliance penalties or assessments that ZeroChaos may incur due to Supplier having violated the terms of this paragraph 2(c), regardless of whether such Supplier Resource(s) are: (i) still associated with Supplier, or (ii) actively engaged on any ZeroChaos client assignment.

(d) Supplier Guaranty, Representations and Warranties. Supplier guarantees that it will satisfactorily perform the Services. If such Services are not performed satisfactorily, Supplier will, upon reasonable notice from Customer or ZeroChaos, cancel all charges for unsatisfactory Services.

Supplier represents, warrants and covenants to ZeroChaos that: (a) Supplier's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by Supplier to any third party to keep any information or materials in confidence or in trust; (b) the Services and Deliverables to be performed by Supplier and its employees under this Agreement shall be performed in a professional and workmanlike manner by competent resources in accordance with the standards generally observed in the industry for similar Services and, further, the Services shall conform to, or exceed, in all material respects, the specifications for such Services and Deliverables as agreed upon by the parties or as set forth or referenced in any applicable SOW; (c) any work product shall be the original work of Supplier or its employees, and Supplier shall execute and shall cause each of its employees involved in the development of work product to execute a written agreement in which such person (i) assigns to Customer or ZeroChaos all right, title and interest in and to the work product in order that ZeroChaos may fully grant the rights and assignments to Customer as provided herein and (ii) agrees to be bound by confidentiality and non-disclosure obligations no less restrictive than those set forth in this Agreement; (d) Supplier has the right to grant the rights and assignments granted herein, without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (e) the Services performed and Deliverables provided do not and shall not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other intellectual property or other rights of any third party, and are not and shall not be defamatory or obscene; (f) the Services performed and Deliverables provided shall be free from any viruses, worms, Trojan horses or other harmful or malicious code or components, and free from any "self-help" code or other disabling code; (g) the Deliverables nor any element thereof shall be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (h) Supplier shall comply with all applicable laws and regulations; and (i) if any Deliverables contain any open source code, such open source code will be listed on the applicable SOW or in an addendum thereto.

(e) Intended Third-Party Beneficiary/Enforcement. The unique abilities, knowledge and skill of Supplier and Supplier Resources constitute material consideration of this Agreement. As such, Supplier understands and agrees that the Services performed and Deliverables provided to the Customer(s) shall be in accordance with the standards generally observed in the industry for similar Services and agrees that the Customer(s) is/are intended third-party beneficiaries of the Services performed and Deliverables provided and shall have the same rights, titles and interests in and to the Services performed and Deliverables provided as

ZeroChaos, and shall be entitled to enforce such legal rights available to it under this Agreement as it would have were it a party hereto.

(f) Confidential Information & Data Protection. As part of the process to establish the business relationship between the parties, or during the course of the business relationship whereby Services are provided by Supplier to ZeroChaos' Customer(s), the parties may disclose sensitive information not intended for public disclosure about the disclosing company ("**Confidential Information**"). The parties mutually agree that the receiving party shall treat such information as confidential and to protect it as it protects its own Confidential Information. Confidential Information does not include information which: (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party; (iii) is approved for release by the disclosing party in writing; or (iv) is independently developed by the receiving party.

The receiving party agrees not to use the Confidential Information disclosed to it by the disclosing party for any purpose other than the stated purpose for the required disclosure. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to facilitate the business relationship. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party, which may come to its attention.

Further, Supplier will insure that it and its employees and agents, including its management and Supplier Resources assigned to perform the Services, will not use or disclose any Confidential Information learned during the performance of this Agreement relating to the business, financial affairs, management and employees of Customers and any related information which Customers might reasonably consider confidential (including all proprietary information and trade secrets and including the agreement between ZeroChaos and Customer) for any purpose other than performing the services. This obligation will survive any termination of this Agreement.

At ZeroChaos' or Customer's request, the Supplier will sign and will require each Supplier Resource assigned to Customer to sign a nondisclosure/confidentiality agreement, in a form agreeable to ZeroChaos and Customer, prior to, or as soon as practicable after the commencement of the provision of the services.

(g) Intellectual Property. At ZeroChaos' or Customer's request, Supplier will require Supplier Resources assigned to Customer to sign a copyright and patent agreement, in a form agreeable to ZeroChaos and Customer, prior to or as soon as practicable after the commencement of the provision of the Services.

(h) Small, Woman or Minority Owned Enterprise (SWaM). If Supplier qualifies as a small, minority or women owned business ("**SWaM**") under applicable state law, Supplier will complete all forms required by ZeroChaos, Customer or applicable law relative to such status. In the event of any change in such status during the term of this Agreement, Supplier will promptly notify ZeroChaos in writing..

(i) Supplier Resource Testing. As per Customer's requirements, Supplier shall arrange for drug testing, credit, education and/or criminal background checks ("**Background Investigations**") as defined in Exhibit C or as otherwise required by the Customer for the Supplier Resources assigned to Customer. If a Supplier Resource fails the Customer's defined criteria to pass such tests, the Supplier Resource is prohibited from being assigned to provide Services to Customer.

The Background Investigations ZeroChaos may require Supplier to perform could include, but are not limited to: (i) a criminal background check covering the counties in which the person was employed or resided for the past seven years (or longer as required by Customer or applicable law), (ii) a Federal criminal background check in any Federal district in which the person was employed or resided for the past seven years (or longer as required by Customer or applicable law). Zero Chaos will not engage Supplier Resource if those persons: (a) have felony convictions or misdemeanor convictions involving violence or dishonesty; (b) have a restriction (e.g. a court order or restrictive covenant) that would prevent the candidate from providing services or impose limitations on the services that the candidate is able to provide to provide Customer (for those restrictive covenants which may not be found in public record, Supplier Resource shall be requested in writing to disclose to Supplier any restrictive covenant or agreement which may be currently in force and would tend to inhibit the Supplier Resource from performing); or (c) may present a higher than normal security risk to Customer, which means Supplier will not provide persons who fall outside of the currently existing employment criteria as outlined in this agreement. An SOW will not be issued unless background checks under this section have been completed within the past year, (unless prohibited by applicable law), and is on file with the Supplier. ZeroChaos reserves the right to require an updated background check to be performed even if Supplier has completed and can document successful completion thereof within the past year. ZeroChaos may, in its sole discretion, consider whether or not to accept the results of any background check performed on any Supplier Resource that exceeds the one year timer period defined herein. Upon

Customer's or ZeroChaos' request, Supplier will provide documentation to verify compliance with this section as provided by the release attached hereto as Attachment #1 to this Agreement.

If Supplier is unable to perform the required Background Investigations, or if ZeroChaos elects to perform the Background Investigation in lieu of Supplier performance, the actual cost of such investigations may be charged back to the Supplier, without any mark-up, by way of a deduction from the amount ZeroChaos owes the Supplier or by way of direct invoice to Supplier.

(j) Contact with Customer. Unless otherwise directed by ZeroChaos or Customer, or as necessary to gather information regarding requisitions, Supplier should attempt to work exclusively with ZeroChaos to resolve any administrative questions or concerns for any Services performed under the provisions of this contract. Supplier will not direct administrative inquiries or matters directly to Customer unless satisfactory conclusion cannot be reached working with ZeroChaos given an appropriate period of time to address Supplier's issue or question. This paragraph is not intended to restrict Supplier from interacting with Customer regarding the Services themselves nor is it meant to impede or restrict Supplier from contacting Customer with regards to any other contracts or agreements in place between Customer and Supplier under which other services are delivered.

(k) Status Updates. Supplier will provide ZeroChaos with status updates on all service orders as ZeroChaos reasonably requests.

(l) Orientation. If required by Customer, Supplier Resource(s) assigned to perform the Services will attend orientations regarding Customer expectations, policies and procedures.

(m) Information Management Reports & Performance Measurements. Supplier will provide to ZeroChaos such information as Customer may require from time to time for management reports and Supplier performance measurements. Supplier will make a good faith effort to accommodate any specialized record keeping requirements related to Customer. Supplier will cooperate with ZeroChaos and/or Customer in the development of measurements of Customer satisfaction and Supplier performance.

Supplier agrees to maintain a program which monitors performance and quality. Supplier may be periodically assessed on it and its employees' performance in the following general categories: Quality, Work Authorization Compliance, Compliance with Terms and Conditions, Technology/Innovation, and Supplier Communications. Such assessment categories may change from time to time, at the sole discretion of ZeroChaos. Upon such change, ZeroChaos will notify Supplier of the changes to any assessment program(s) and such changes will be reflected in writing as a modification or addition to the Addendum(s) attached hereto. Supplier agrees to institute corrective action in any areas identified by ZeroChaos or Customer as requiring action.

Supplier will maintain complete and accurate records, in accordance with generally accepted accounting principles, of all project related information undertaken in the performance of this Agreement. Supplier will maintain originals of such records for three (3) years following any termination of this Agreement, which documents may be audited by Customer or ZeroChaos during the term of this Agreement and three (3) years thereafter.

3. ORDER CANCELLATION; REMOVAL OF EMPLOYEES; TERMINATION OF AGREEMENT.

(a) Cancellation. ZeroChaos may cancel, without charge, any particular request for services at anytime prior to Supplier beginning work or at any time during the project, if such cancellation is the result of Customer action or decision. If an SOW is cancelled by Customer action or decision, which in turn forces ZeroChaos to cancel any SOW where Supplier has already begun providing Services, Supplier will be paid according to the normal payment cycle for the Customer-approved Services provided up to the point of cancellation.

(b) Removal of Supplier Resources. At ZeroChaos' or Customer's request, Supplier will remove any Supplier Resource assigned to Customer; provided that this Agreement will in no way affect the right of Supplier, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

(c) Termination of Agreement. The term of this Agreement begins as of the date first shown above and will continue in effect until canceled by (i) Supplier upon not less than ninety (90) days prior written notice to ZeroChaos, or (ii) ZeroChaos upon not less than thirty (30) days prior written notice to Supplier; provided, ZeroChaos may, at the instruction of a specific Customer, terminate this Agreement or any SOW or Addendum immediately with respect to such Customer. Upon such termination, Supplier will recover as its sole remedy payment for work satisfactorily completed and not previously paid. Supplier waives and forfeits all other claims for damages including without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

4. PAYMENT FOR SERVICES AND INVOICING.

(a) Upon payment from Customer ZeroChaos shall release payment to Supplier on the fifth (5th) business days after the receipt of good funds from ZeroChaos' Customer, or in accordance with any terms modified within the Addendum(s), if any, which shall supersede this subsection.

(b) Supplier should submit invoices within twenty-one (21) days of the date services are rendered and accepted in order to receive payment under this Agreement. Failure to submit invoices to ZeroChaos within the respective requisite time periods may result in delay, discounting or non-payment by ZeroChaos to Supplier. ZeroChaos and/or Customer will not be responsible for paying late submissions.

(c) ZeroChaos pays all amounts due to Supplier in the same currency as ZeroChaos' Customer is billed for Services ("**Customer Billing Currency**").

(d) SUPPLIER UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL ZEROCHAOS BE RESPONSIBLE FOR ANY SUM(S) OF MONEY OWED OR OWING TO SUPPLIER FOR SERVICES RENDERED IN THE EVENT THAT, FOR ANY REASON OR FOR NO REASON, THE CUSTOMER DENIES TO, REFUSES TO, OR IS UNABLE TO PAY ZEROCHAOS.

5. REQUIRED INSURANCES. Supplier is required to provide continuous insurance coverage as defined in Exhibit C, attached hereto. If Supplier fails to provide the continuous insurance coverage required under this Agreement, ZeroChaos may charge Supplier, and Supplier shall pay ZeroChaos, both ZeroChaos' actual expenses incurred in purchasing similar protection and the value of any claims, actions, damages, liabilities, costs, and expenses paid by ZeroChaos which would not have been paid by ZeroChaos if Supplier had complied with the requirements of this section and the section in Exhibit C specific to insurances. Nothing contained in this Agreement shall relieve Supplier of its obligation to maintain Workers' Compensation and Employer's Liability insurance even if such coverage is elective in the state where the Services are performed, as per Exhibit C.

6. INDEMNIFICATION BY SUPPLIER. Supplier will indemnify, defend and hold harmless ZeroChaos and Customers and their respective directors, officers, employees and agents from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by ZeroChaos or Customer to the extent arising out of any of the following:

(a) Compliance. Supplier's failure to comply with applicable laws, regulations or orders;

(b) Acts or omissions. Any negligent act or omission or intentional misconduct on the part of Supplier, its officers, employees (including its employees on assignment) or agents, in connection with the performance of the services;

(c) Breach. Breach of, or failure to comply with, any obligation of Supplier contained in this Agreement or in any agreement between ZeroChaos and Customer as disclosed to Supplier by ZeroChaos, or breach by ZeroChaos of any agreement with Customer where ZeroChaos' breach or such agreement is caused or contributed to in whole or in part by Supplier;

(d) Workers' Compensation. Any direct claim for workers' compensation benefits or personal injury claims for job-related bodily injury or death asserted against Customer or ZeroChaos by any Supplier Resource or, in the event of death, by their personal representatives; or

(e) Reclassification of Worker. In the event that the Internal Revenue Service, any state or local government agency or any other applicable entity determines that any Supplier Resource provided by Supplier under any engagement are Personnel or Employees of either ZeroChaos or Customer for any purpose, including but not limited to withholding tax liability or any type of benefits participation or entitlement, Supplier agrees to indemnify and hold harmless both ZeroChaos and Customer, and the related entities of either of the aforementioned companies, as well as the employees, officers, directors and shareholders thereof, from all liabilities, costs and expenses (including, but not limited to attorney's fees) associated with the defense of such claim. In the event a determination is made involving the Supplier Resources of more than one Supplier, this indemnification is limited to the Supplier's pro-rata share of its Supplier Resources measured against the class as a whole.

In no event will either party be liable for any loss of profits, loss of use, business interruption, loss of data, or indirect, special, punitive, incidental, or consequential damages of any kind arising out of this Agreement regardless of any knowledge or notification of the likelihood of such damages occurring. This provision shall survive the expiration or termination of this agreement.

7. NOTIFICATION OF CLAIMS. ZeroChaos shall endeavor (a) to notify Supplier in writing of any claim asserted under Section 6 within thirty (30) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (b) to permit Supplier to defend the claim, with counsel approved by ZeroChaos, which approval will not be unreasonably withheld. Supplier will not pay or agree to pay any asserted claim under this Agreement without prior written approval from the ZeroChaos Legal Department.

8. SUPPLIER RECORDS; ZEROCHAOS AUDIT RIGHTS. Supplier shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate Supplier's charges and expenses hereunder. Such records shall include, but not be limited to, payroll records, attendance records and job summaries, and expense records for expenses submitted to ZeroChaos and/or Customer for reimbursement. Such records will be maintained for a minimum of three (3) years from the final date of payment in respect to any engagement, unless such time period is altered in an accompanying Exhibit. ZeroChaos will have the right to audit such records by giving Supplier ten (10) business days notice. If audited financials exist, at the request of ZeroChaos, Supplier will make them available to ZeroChaos and ZeroChaos will have the right to share them with any of its Customers to which Supplier has provided Services to Customer through ZeroChaos. The data subject to audit by ZeroChaos and/or Customer shall be considered Confidential Information.

9. PERMITS AND LICENSES. Supplier will maintain in effect during the term of this Agreement any and all Federal, State and/or local licenses and permits which may be required in connection with the performance of this Agreement.

10. NON-SOLICITATION. Neither party shall solicit, directly or indirectly, any employee or consultant of the other party or of Customer or Customer's customer in any period during which Supplier is providing Services and for a period of twelve (12) months thereafter. The foregoing prohibition shall not apply to employees or consultants of any of the specified organizations responding to a general solicitation such as newspaper or trade publication advertisements or public job board postings provided those employees or consultants have not been directly solicited by Supplier or someone acting as an agent for or on behalf of Supplier.

11. FORCE MAJEURE. Supplier will not be responsible for failure or delay in assigning its employees to customer if the failure or delay is due to labor disputes and strikes, fire, riot, war, acts of God or any other causes beyond the control of Supplier.

12. NOTICES. Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.

Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

13. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to choice of laws, rules or principles.

14. SECTION HEADINGS. The Section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

15. SEVERABILITY; WAIVER. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

16. ASSIGNMENT. Supplier may not assign this Agreement without the prior written consent of ZeroChaos. Any assignment by Supplier, without such consent, shall be null and void. ZeroChaos may assign this Agreement without prior consent to the Supplier in the event ZeroChaos assigns this Agreement to an affiliate or subsidiary with common ownership. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

17. INDEPENDENT CONTRACTOR. In its performance of this Agreement, Supplier will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Supplier an agent, partner or joint venture of ZeroChaos or customer.

18. CONFLICTING TERMS. In the event there is a conflict of terms between this Auxiliary Supplier Agreement and an underlying Statement of Work or other Addendum, the terms defined in the properly executed Statement of Work or other Addendum shall govern.

19. INVALID CHANGES. Any change to this Agreement or its underlying Addendums, with the exception of Exhibit A as the only form where information is to be provided by the Supplier or where an empty line indicates that information is to be supplied or filled-in, must be made by ZeroChaos and agreed to by both parties. Additional language added or deleted by either party, including hand-written changes, paragraphs, sections or phrases that

have been scratched out, or any other type of change is not considered valid and shall not be considered part of the contract. ZeroChaos will make all mutually agreed upon changes and re-issue a clean version of the modified contract for execution by Supplier.

20. COUNTERPARTS. This Agreement may be executed (including by facsimile signature) in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

21. ENTIRETY. This Agreement, together with its Exhibit(s) and those documents specifically identified and incorporated herein by reference, are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties. This Agreement controls all subsequent communications with ZeroChaos employees and governs all aspects of the business relationship between ZeroChaos and Supplier. Supplier is expressly prohibited from relying on any communication from any ZeroChaos employee that conflicts with any term of this Agreement or conflicts with any written and properly executed Addendum or Amendment to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Auxiliary Supplier Agreement to be signed by their respective duly authorized representatives as of the day and year shown above.

APC WORKFORCE SOLUTIONS LLC
d/b/a ZEROCHAOS

SUPPLIER:

Title:

Printed Name:

Signature:

Date:

Title:

Printed Name:

Signature:

Date:

Attachment #1 to the Auxiliary Supplier Agreement

Supplier Worker Release of Background Investigation Results

I, _____, ("Supplier Worker") a subcontracted resource to ZeroChaos ("ZeroChaos") through my employment or subcontracting agreement with _____ ("Supplier"), acknowledge that Supplier and ZeroChaos have entered into a contractual agreement ("Agreement") by which Supplier provides Services through ZeroChaos to ZeroChaos' Customer(s) ("Customer").

I have authorized Supplier to perform a background investigation which may include, but is not limited to, current and historical information about me, my employment history, current and former residences, criminal history, education validation, drug testing, credit history and/or reference checks (collectively "Background Investigation").

Further, I understand that ZeroChaos has a contractual obligation in their Customer contract which requires ZeroChaos to collect and store the original version, or electronic replication thereof, of the summary of the Background Investigation results. I hereby authorize Supplier to release the document(s) containing the Background Investigation results to ZeroChaos in order to meet their Customer's contractual requirement.

I understand in providing this release that ZeroChaos will treat the information contained in the Background Investigation as Confidential Information with appropriate safeguards and will not share the information with any other person or entity except for those employees of ZeroChaos or Customer, including their respective affiliates and the fully authorized agents thereof, who require access to and knowledge of the Background Investigation results. By my signature below, I authorize the Background Investigation results to be shared only with those parties identified herein.

Supplier Worker Signature

Date

Supplier Worker Printed Name

Exhibit A – ZeroChaos Supplier Agreement for Deliverable Work

Statement of Work (SOW)

This is a placeholder document for Client-issued SOWs which shall be incorporated by reference

Exhibit B – Ownership of Intellectual Property

1.0 Supplier and/or Supplier's Worker(s) shall promptly make a complete written disclosure to ZeroChaos and ZeroChaos' Customer of each invention, technique, device, discovery or procedure, whether patentable or not (hereinafter referred to as a "**Disclosed Subject**"), conceived or first actually reduced to practice, solely or jointly by Supplier and/or ZeroChaos' Customer and/or their respective employees and agents, as a result of services performed hereunder. As to each Disclosed Subject, Supplier shall specifically point out the features or concepts that Supplier believes to be new or different.

2.0 Supplier acknowledges that ZeroChaos' Customer, at no additional charge, shall have an exclusive, unlimited ownership rights to all works performed or created under each Schedule and all materials, information and/or deliverables prepared hereunder, or developed as a result of Services performed hereunder, both as individual items and/or a combination of components and whether or not the Schedule is completed, including, without limitation, any Disclosed Subject. All of the foregoing shall be deemed to be work made for hire and made in the course of the Services rendered and shall belong exclusively to ZeroChaos' Customer, with ZeroChaos' Customer having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, trademarks, trade secrets, registrations and/or other appropriate protection. To the extent that exclusive title and/or ownership rights may not originally vest in ZeroChaos' Customer as contemplated hereunder (e.g., may not be deemed works made for hire), Supplier, at no additional charge, hereby irrevocably assigns, transfers and conveys to ZeroChaos' Customer all right, title and interest therein. Supplier and its personnel shall give ZeroChaos' Customer, and/or any ZeroChaos' Customer designee, all reasonable assistance and execute all documents necessary to assist and/or enable ZeroChaos' Customer to perfect, preserve, register and/or record its rights in any such work, materials, information and/or deliverable. Supplier agrees to take all reasonable measures necessary or appropriate to comply with the patent marking requirements under the law of the nation in which Supplier operates or under the laws of the United States of America, or as otherwise reasonably requested to do so by ZeroChaos' Customer. Upon request of ZeroChaos' Customer, Supplier agrees to promptly provide ZeroChaos' Customer with proof of marking. Supplier acknowledges and agrees that all marking must be provided in a substantially consistent and continuous manner, and that once marking has been commenced it must be maintained. Supplier shall, immediately upon request of ZeroChaos' Customer, or upon the termination, cancellation or expiration of each Schedule or this Agreement, turn over to ZeroChaos' Customer all materials, information and deliverables prepared or developed as a result of this Agreement and/or any Schedule, and any ZeroChaos' Customer documents or other materials held by or on behalf of Supplier, together with all copies thereof.

3.0 Nothing herein shall be construed to restrict, impair or deprive either party of any of its rights or proprietary interest in intellectual property, or products that existed prior to and independent of the performance of Services or provision of materials under this Agreement or any Schedule. Notwithstanding any of the foregoing, if such products or intellectual property are incorporated into, combined with, or required for the operation or provision of any works, materials, information and/or deliverables prepared hereunder or developed as a result of Services performed hereunder, then Supplier hereby grants to ZeroChaos' Customer, at no additional charge, a non-exclusive, fully paid up, irrevocable, assignable (in accordance with the terms hereof), perpetual, worldwide license to such intellectual property and/or products, unless other terms are expressly agreed to in writing in the Schedule.

Supplier hereby acknowledges and agrees to the terms of this Exhibit B – Ownership of Intellectual Property in its entirety.

APC Workforce Solution LLC
d/b/a **ZEROCHAOS**

SUPPLIER: _____

Title: _____

Title: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

Exhibit C

Customer Specific Terms – Commonwealth of Virginia / Virginia IT Agency (CoVA / VITA)

1.0 DEFINITIONS. As used in this Agreement, the terms listed below are defined as follows:

- **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 or in the applicable Statement of Work.
- **CUSTOMER** – the Virginia Information Technology Agency (VITA) represents and purchases Information Technology on behalf of the Commonwealth of Virginia and its state agencies, boards, commissions, or other quasi-political entities and enters into contracts that may be used by public bodies as defined in 2.2-4301 of the Code of Virginia such as localities, municipalities, schools, school systems, colleges, universities, local boards, and local commissions.
- **DELIVERABLE** – the tangible embodiment of the Services provided under this Agreement or any applicable Statement of Work (SOW) by Supplier.
- **REQUIREMENTS** – The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables as set forth in any order or any applicable Statement of Work and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Supplier with either ZeroChaos or Customer.
- **WORK PRODUCT** – the discovery, creation or development of Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier or any subcontractor, or jointly by Supplier and any subcontractor and Customer in the performance of this Agreement. Work Product shall not include configuration of software.

2.0 INSURANCE. Supplier will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

(a) Workers' Compensation. Statutory requirements and benefits; coverage is compulsory for employers of three or more employees, in include the employer. Failure to notify ZeroChaos of any increase in the number of employees that change the Supplier's Workers Compensation requirements hereunder during the course of this Agreement shall be a breach of this Agreement.

(b) Employer's Liability. Employer's Liability in an amount of not less that \$1,000,000.

(c) Commercial General Liability. Commercial General Liability in an amount of not less than \$1,000,000, to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.

(d) Commercial/Business Auto Liability. Automobile Liability, with a minimum combined single limit of liability of \$1,000,000/accident covering all owned, non-owned and hired vehicles

(e) Umbrella Coverage. Umbrella/Excess Liability insurance with a minimum \$1,000,000 limit of liability, applicable to (b), (c), and (d) above;

(f) Errors & Omissions/Professional Liability. Errors & Omissions/Professional Liability insurance in an amount not less that \$1,000,000.00 per occurrence, unless otherwise agreed to in an order under this Agreement.

2.1 All such coverage will be with insurers that maintain at least an "A-" rating with Moody's or Standard & Poor's. Should the Supplier's insurer's rating drop below "A-", Supplier will promptly notify ZeroChaos and Supplier will have thirty (30) days in which to retain a new insurer who holds at least an "A-" rating. Promptly upon execution of this Agreement, Supplier will provide ZeroChaos with a certificate of insurance in a form acceptable to ZeroChaos, evidencing those coverages required above and providing ZeroChaos with at least thirty (30) days prior written notice of cancellation or material change in coverage. Utilization of Supplier's services by ZeroChaos does not in any way constitute acceptance or authorization of Supplier's deficiencies relative to the required insurances herein, unless such authorization and acceptance is evidenced by an Addendum executed by

ZeroChaos. Unless waived by ZeroChaos or otherwise adjudicated between the Parties in a fully executed Addendum, Supplier's failure to produce a certificate of insurance acceptable to ZeroChaos evidencing all requirements of this Exhibit C - Section 2 (including subsections) shall give ZeroChaos, in its sole and exclusive discretion, the right to unilaterally impose additional fees upon Supplier for Supplier's insurance shortfall.

2.2 All such certificates will delete any "endeavor to" and "failure to notify" provisions from the certificate's cancellation notice language and evidence waiver by the insurers of any subrogation rights with respect to ZeroChaos and Customer, except to the extent such waivers are prohibited by law. If Supplier's insurer will not or cannot delete the "endeavor to" and "failure to notify" provisions from its certificate(s), Supplier herein agrees to assume responsibility for such notification obligation to ZeroChaos of any cancellation, impairment or change of insurer no less than thirty (30) days prior to such change, impairment or cancellation.

2.3 All Supplier insurance will be primary with no right of contribution by ZeroChaos or Customer or their respective insurers. Supplier will be solely and fully responsible for any deductibles or self-insured retentions under any required coverage, and will declare any deductibles or self-insured retentions that are at least or in excess of \$25,000.

2.4 Each policy required pursuant to Section 2.0 subsections (b), (c) and (d) shall name Customer, ZeroChaos and their respective Affiliates and assignees as additional insureds.

2.5 Supplier will remain liable for any insurance obligation not satisfied; however, this requirement will in no way restrict or reduce any indemnification obligations contained elsewhere in this Agreement. For any claims relating to this Agreement, Supplier's insurance shall be deemed to be primary and not contributing to or in excess of any similar insurance purchased by ZeroChaos or ZeroChaos' Customer.

3.0 OVERTIME POLICY. No overtime premiums will be paid to Supplier for Services or work which is performed after normal business hours (8:00 a.m. ET – 5:00 p.m. ET) in order to complete a task on time, unless otherwise agreed to in writing in advance by the Customer.

4.0 INVOICING AND CUSTOMER PAYMENT TERMS. Customer requires Supplier to enter invoices for services and Customer-approved reimbursable expenses into ZeroChaos' system ("ZC Web"). It is imperative that all invoices entered for the Supplier are entered on a timely basis, no later than the first business day in the subsequent calendar week; failure to invoice on a timely basis will result in delayed payment and may potentially result in non-payment by Customer to ZeroChaos. ZeroChaos invoices Customer on a monthly basis for all approved invoices in ZC Web; Customer managers approve invoices in ZC Web on a monthly basis. ZeroChaos does not pay Supplier until payment is received from Customer. Customer's payment terms to ZeroChaos are thirty (30) days from Customer's receipt of invoice. Invoices rejected or not approved by Customer may be corrected and resubmitted in the next invoice cycle, which delays payment accordingly.

ZeroChaos pays Supplier five business days (normally seven calendar days) from the receipt of Customer's payment.

The Administrative Fee as referenced in paragraph 1.0 of the Auxiliary Supplier Agreement is reflected in Schedule C-1.

5.0 SUPPLIER RESOURCE SCREENING. Supplier will initiate the Customer-defined background checks and drug testing for each Supplier Resource and ensure completion of such checks with satisfactory results prior to the assignment start date. In order to initiate the background checks and drug tests, Supplier will require each Supplier Resource to execute both the Checkpast Background Research Application and Release attached hereto as Schedule C-2 and the Supplier Worker Release of Background Investigation Results (Attachment #1 to the Auxiliary Supplier Agreement). Supplier shall be solely responsible for the costs associated with all screening and testing and such costs shall not be billed to ZeroChaos or Customer.

If a Supplier Resource leaves an assignment at Customer and is later identified for a subsequent engagement, the amount of time passed will determine if the Supplier Resource is required to repeat the entire screening process.

6.0 ACCEPTANCE. Service(s) shall be deemed Accepted when the Customer determines that such Services provided by Supplier meets the requirements set forth in the applicable SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Customer shall commence Acceptance testing within fifteen (15) days, or within such other period as set forth in the applicable SOW, after receipt of the Service. Acceptance testing will be no longer than ninety (90) days, or such longer period as may be agreed in writing by Supplier, for each Deliverable or for the first instance of each Service type set forth in the applicable SOW. Supplier agrees to provide to the Customer such assistance and advice as the Customer may reasonably require, at no additional cost, during such Acceptance testing. Customer shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Customer 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.

7.0 CURE PERIOD. Supplier shall correct any non-conformities identified during Acceptance testing and thereafter re-submit such non-conforming Service for re-testing within fifteen (15) days of the appropriate Customer's written notice of non-conformance, or as otherwise agreed between ZeroChaos or Customer and Supplier in the applicable SOW. Should Supplier or Supplier's subcontractor fail to cure the non-conformity or deliver a Service which meets the Requirements, the Customer may, in its sole discretion: (i) reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Services; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Service to meet, in all material respects, the Requirements after the second set of Acceptance tests may constitute a default by Supplier. In the event of such default, ZeroChaos or Customer may, at ZeroChaos or Customer's respective sole discretion, terminate the order or SOW, in whole or in part, for the Services to be provided thereunder by Supplier or its subcontractor.

8.0 RIGHT TO WORK PRODUCT. If Customer 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, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Customer is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

9.0 LIABILITY. Supplier shall have liability with respect to (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) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations. Supplier's liability per occurrence shall be limited to two (2) times the annual value of this contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL 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.

10.0 TERMINATION. Provided the Customer terminates any Assignment and/or Purchase Order ZeroChaos may terminate any Assignment and/or Purchase Order, or any portion thereof, for any reason without penalty; provided, however that upon such termination, ZeroChaos will pay Supplier for Services rendered until such point of termination, subject to receipt of Customer payment for such Services. Payment to Supplier will occur through the normal process of Customer billing and payment. No amount or payment will be allowed for termination expenses, anticipated profits, or any other overhead costs or anticipated payments for future or undelivered Services.

10.1. For Breach or Default. ZeroChaos shall have the right to terminate this Agreement, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or Customer 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 ZeroChaos deems the Supplier to be in breach and/or default, ZeroChaos shall provide Supplier with notice of breach and/or default and allow Supplier twenty (20) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, ZeroChaos may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If Customer deems the Supplier to be in breach and/or default of an order or SOW, Customer shall provide Supplier with notice of breach and/or default and allow Supplier twenty (20) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, Customer may immediately terminate its

order or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Non-procurement Programs, ZeroChaos may immediately terminate this Contract, in whole or in part, for breach. ZeroChaos shall provide written notice to Supplier of such termination and Supplier shall provide written notice to ZeroChaos if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

10.2. Non-Appropriation of Funds. Customer depends upon legislative appropriations at the federal, state, and local level for funding of its assignments under this Agreement. In the event of non-appropriation of funds, irrespective of the source of funds, for any assignment, order or items under this Agreement, in the event the Customer terminates any assignment, order or item(s), in whole or in part, for which funds have not been appropriated, then ZeroChaos may terminate such assignment, order or item(s), in whole or in part. Written notice will be provided to Supplier as soon as possible after ZeroChaos receives similar notice from Customer following the completion of such legislative action.

10.3. Effect of Termination. Upon termination, neither Customer nor ZeroChaos shall have any future liability except Deliverables accepted by Customer or Service rendered by Supplier and accepted by Customer prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by Customer, and Supplier shall refund any monies paid by ZeroChaos for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

10.4. Transition of Services upon Termination. Prior to or upon expiration or termination of this Agreement and at the request of ZeroChaos or Customer, Supplier shall provide all assistance as ZeroChaos or Customer may reasonably require to transition the management of Services to any other Supplier with whom ZeroChaos or Customer contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Agreement. This obligation may extend beyond expiration or termination of the Agreement for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to ZeroChaos or Customer; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and ZeroChaos. Supplier will continue to provide Services to ZeroChaos and Customer until the transition is complete. Each party will cooperate fully and in good faith with the other and/or its designees, so that the transition of Services rendered under this Agreement shall be timely and efficient and implemented in a manner so as not to interfere with ZeroChaos' or Customer's orderly conduct of business. Additionally:

- Supplier will provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services required under this Contract are maintained at the required service levels
- All Customer Confidential Information shall be promptly delivered or returned (as applicable) to Customer or, at ZeroChaos' or Customer's written request, destroyed and so certified by Supplier
- All documents, records, books, tapes, disks and files provided by Customer (which have not been disposed of with Customer's permission) shall be returned to Customer in substantially the same condition as received, ordinary usage excluded
- Supplier will provide Customer with reasonably detailed specifications for all hardware, software or other equipment Customer or Customer's designee will require to properly assume and perform the Services previously performed by Supplier under this Agreement. This will include a complete list of all software by versions then being used by Supplier in connection with the Services hereunder. Supplier will reasonably assist Customer in the installation of any such hardware or equipment obtained by Customer in connection with the transition plan
- If during the course of this Agreement, Supplier has developed any software program(s) for use by Supplier in providing the Services hereunder or for Customer to which Supplier has retained ownership, Supplier will grant to Customer a nonexclusive, nontransferable, perpetual license to use the software program(s) including all documentation. Customer and Supplier shall enter into an agreement in form and substance reasonably satisfactory to Supplier and Customer containing such terms and conditions as may be appropriate for such a transaction
- Supplier will assist Customer to obtain any necessary rights to access, run, copy or otherwise use any third party software then being used by Supplier in connection with providing the Service hereunder
- Supplier will deliver to Customer copies of existing documentation relating to the Service provided hereunder and as appropriate, including third party documentation

- Supplier will deliver to Customer all Customer data in a format or formats reasonably acceptable to Customer in order to eliminate or minimize the effort required to manually enter data or re-key information
- Supplier will assist Customer by providing training for Customer employees or other Customer designees who will be assuming responsibility for the Services previously provided by Supplier hereunder.

11.0 CUSTOMER SAFETY AND SECURITY REQUIREMENTS. 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 operation. Supplier further agrees to comply with all provisions of the Customer's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by Customer. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Customer 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 Customer information with which such employees and agents come into contact while at the Customer 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 both ZeroChaos and Customer, including the Commonwealth of Virginia, their respective 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 ZeroChaos and/or Customer, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

12.0 INCORPORATED CONTRACTUAL PROVISIONS. The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by Customer, 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/eVATsandsCs.pdf> are also incorporated by reference.

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

13.0 CONTINUATION OF SERVICES IN THE EVENT OF SUPPLIER CONTRACT TERMINATION WITH CUSTOMER. In the event that Customer and ZeroChaos' contract is terminated for any reason, Supplier herein agrees that it will continue to perform its obligations under this Agreement for the benefit of Customer in accordance with the terms and conditions herein, provided that Customer pays Supplier for the services rendered from and after the date of the termination of the Customer's contract with ZeroChaos at the same rate or in the same amount as set forth herein.

14.0 LIMITATION OF LIABILITY. In no event shall either party be liable to the other party for any indirect, consequential, punitive, special, exemplary or incidental damages of whatever kind or nature.

15.0 ADDITIONAL DOCUMENT REQUIRING EXECUTION BY SUPPLIER RESOURCE. Attachment C-2 is required to be properly executed by each Supplier Resource and submitted to ZeroChaos prior to commencement of Services on an Assignment.

16.0 OTHER ATTCHMENTS. The following attachments are incorporated by reference hereto as part of this Agreement.

- 16.1.** Program Rates & Fees – Attachment C-1
- 16.2.** General Warranty – Attachment C-3
- 16.3.** Supplier Service Level Agreements – Attachment C-4

Additional Exhibits may be added and incorporated as defined by Customer and/or ZeroChaos.

Supplier hereby acknowledges and agrees to the terms of this Exhibit C – Customer Specific Terms, in its entirety.

APC Workforce Solution LLC
d/b/a **ZEROCHAOS**

SUPPLIER: _____

Title: _____

Title: _____

Print: _____

Print: _____

Sign: _____

Sign: _____

Attachment C-1 to Exhibit C for CoVA / VITA – Rates & Fees

Program Rates & Fees

Administrative Fee:

The Administrative Fee referenced in paragraph 1.0 of the Auxiliary Supplier Agreement are calculated as a percentage of the amount invoiced by ZeroChaos to Customer based upon Supplier's billings for Services rendered. The ZeroChaos Administrative Fee shall be withheld from amounts remitted to Supplier for Supplier Worker's Services hereunder. Administrative Fees are charged only on Services performed by Supplier Workers and approved by Customer through the VMS; expenses are not subject to Administrative Fees.

For Project (SOW) Assignments, the Administrative Fee percentage is 5.75%. This fee includes ZeroChaos' fees and Customer Fees.

Attachment C-2 to Exhibit C for CoVA / VITA – Background Check
Background Check Authorization & Release

Unless otherwise required by the respective Commonwealth agency, all Background Checks are required to be performed by Checkpast.

Checkpast Background Research Application and Release					
Last Name	First Name	Middle Name			
Former/ Alias/ Maiden Name		Email Address		Home Phone Number	
Drivers License Number	DL State	Date of Birth	Social Security #		
Circle Highest Education Completed <u>GED</u> <u>High School</u> <u>College</u> Other:					
School Name _____					
City _____ State _____					

Please list your previous home addresses for the last five years with the most recent first:					
Address	City	State	Zip	From	To

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Sharing Results with ZeroChaos' Client

As evidenced by my signature below on this application, I assert my clear understanding and agreement that any and all results from the Background Investigation initiated based upon this application may be shared with the ZeroChaos client where I intend to provide services, for the client's evaluation of my suitability for assignment according to that client's policies. I authorize Checkpast and ZeroChaos to share the representations I have made in this application as well as the results of the corresponding Background Investigation with the respective client(s) and their authorized agents.

Except as otherwise prohibited by law, I hereby release, waive, discharge, exonerate and agree not to sue ZeroChaos or Checkpast, their respective agents, representatives, employees, independent contractors, officers, directors, and shareholders from and for any all claims, damages, losses, liabilities, rights expenses, demands, causes of actions of any nature whatsoever arising out of or related to ZeroChaos or Checkpast providing such information to any ZeroChaos client(s).

PLEASE READ THE FOLLOWING STATEMENT AND INDICATE YOUR AGREEMENT BY SIGNING BELOW:

I hereby consent to have an investigation made relating to statements made on your application and questionnaire, and consent to have such information as may be received reported to Checkpast. I also agree to give any further information which may be required in reference to my past record. I also authorize and request every person, firm, credit bureau, company, corporation, governmental agency, court, financial institutions, employer, police department, motor vehicle department, licensing agency, schools, colleges, universities, and any other association or institution having control of any documents, records and other information pertaining to me, to furnish to Checkpast, or its designated agents any such information, background reviews, driving records, employment records, including documents, records, files containing charges or complaints filed against me, formal or informal, pending or closed, or any other pertinent data, and to permit Checkpast, or its agents to inspect and make copies of such documents, records and other information. I further authorize Checkpast to furnish interested employer(s) and their authorized agents a report relating to statements I made in this application.

Except as otherwise prohibited by law, I hereby release, waive, discharge, exonerate and agree not to sue Checkpast, it's agents, representatives, employees, independent contractors, officers, directors, and shareholders from and for any all claims, damages, losses, liabilities, rights expenses, demands, causes of actions of any nature whatsoever arising out of or related to whether such information, documents or records are provided directly to Checkpast, its agents by me or obtained independently by Checkpast, or its agents on my behalf.

I also acknowledge that the information contained in this application and all information subsequently obtained through the use of this Authorization and Release is the property of Checkpast. I hereby represent that the information given on this application is true and complete to the best of my knowledge.

I understand I have the right to inspect visually the files concerning me maintained by an investigative consumer investigative reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if I appear in person and furnish proper identification. I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified addressee. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer credit reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. "Proper identification" as used in this paragraph means information generally deemed sufficient to identify a person, including documents such as a valid driver's license, social security account number, military identification card and credit cards.

For California Applicants Only:

I have the right to request a copy of my consumer investigative report from Checkpast, by checking the box below. The consumer investigative report will be mailed directly to me by Checkpast.

I wish to receive a copy of the consumer investigative report.

(Check only if you wish to receive a copy.)

Candidate's Signature

Date

Attachment C-3 to Exhibit C for CoVA / VITA – General Warranty

General Warranty

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

A. Ownership

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

B. Supplier's Viability

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

C. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

D. Performance

All Services and Subcontractor Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables, Subcontractor Services and Services furnished under this Agreement;

Performance Reporting. Supplier will report performance measures to CoVa / VITA which are defined in Schedule C-4. Upon Execution of the Agreement, Supplier reporting of performance measures will be due to CoVa / VITA (i) beginning 30 days following the 90 day Implementation Phase, (ii) Supplier will provide monthly reports for the next three months; (iii) thereafter Supplier will provide performance reports to CoVa / VITA on a quarterly basis.

Services pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by CoVa / VITA in the RFP and in this Agreement and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Services and Deliverables and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;

The Services and Subcontractor Services and Deliverables shall meet or exceed the Requirements and shall be performed in a professional manner;

The documentation which Supplier is required to provide under this Agreement shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

E. Performance Service Standards and Remedies

Supplier will meet or exceed the Service levels detailed in Attachment C-4, attached hereto. In the event Supplier fails to meet the Service levels, Supplier agrees to the following remedies:

A discussion will take place between the Supplier representatives and the CoVa / VITA contract manager. The Supplier will be given a warning, and a plan will be developed to improve on the problem areas within thirty (30) days.

If a second monthly review occurs with minimal or no improvement in the problem areas, the Supplier will be placed on Probation, and the Supplier will be given two (2) months to improve their overall service score.

If a third monthly review with below-threshold score occurs within the two (2) month probationary period, the Supplier will be required to give a three percent (3%) rebate on the month's revenue back to each Authorized User which has provided revenue to the Supplier.

If a fourth below-threshold score occurs within the next three (3) months, the Supplier will be required to provide a five percent (5%) rebate on the month's revenue back to each Authorized User which has provided revenue to the Supplier and the Agreement may be terminated by CoVa / VITA.

F. Malicious Code

Supplier agrees and shall require its Subcontractors to agree that they have used commercially reasonable means through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has agreed and required its Subcontractors to agree that they have used the best available means to scan any media on which Deliverables are provided to the Authorized User.

G. Limited Warranty Period and Remedy

During the warranty period of 180 days from date of Acceptance of final deliverable, or as specified in the applicable SOW, Supplier warrants that the Services or Deliverables provided by its Subcontractors shall meet or exceed the Requirements. Supplier agrees and shall require its Subcontractors to agree that they shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. Supplier agrees and shall require its Subcontractors to agree that if they are unable to make the Service/Deliverable conform, in all material respects, to the Requirements within fifteen (15) days, or as specified in the applicable SOW, following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

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.

Attachment C-4 to Exhibit C for CoVA / VITA – SLAs

Service Level Agreements

Category	Performance Metric	Description	Service Level / Response Time	Frequency of Review
Customer Satisfaction	Unplanned Turnover	Measures resource turnover due to unplanned situations that are not caused by the Commonwealth, excluding inadequate performance, death, serious illness, etc.	5% or lower	Quarterly
Customer Satisfaction	Resource Dismissal	Measures number resources dismissed due to inadequate resource performance	3% or lower	Quarterly
Issue Management	This monthly SLA measures Supplier's time to respond for routine issues	Supplier will notify the ZeroChaos PMO of routine issues that need to be resolved. Supplier will acknowledge receipt of notification of any routine issues that need to be resolved, and insure ZeroChaos PMO has also been notified. Routine issues are those which have a minimal impact on a business process. Routine issues would not preclude someone from starting, finishing a job or getting paid	1 business hour from receipt of routine issue	Monthly
Issue Management	This monthly SLA measures Supplier's time to respond for critical issues	Supplier will notify the ZeroChaos PMO of critical issues that need to be resolved. Supplier will acknowledge receipt of notification of any critical issues that need to be resolved, and insure ZeroChaos PMO has also been notified. Critical issues preclude someone from starting, finishing a job or getting paid	30 business minutes from receipt of critical issue	Monthly
SOW	Supplier response to the ZeroChaos PMO request	Measures cycle time of Supplier receipt and confirmation of the ZeroChaos submitted SOW	1 Business Hours	Review weekly; reported Quarterly
SOW	Bid Submittal Response Time	Measures average supplier bid response time	8 Business Hours from the due date	Review weekly; reported Quarterly
TBD ** - such items will be defined as part of the program implementation process & communicated as defined				

Exhibit D – Loaned Customer Assets

Each time Consultant or Supplier Personnel (collectively referred to herein as “Consultant”) is provided Loaned Items, Consultant or Supplier (if working through an Agency or Vendor) will complete the Loaned Items Attachment (“Exhibit D-1”), which sets out the name of the Consultant and lists the Loaned Items provided to the Consultant. Loaned Items are provided for use by the Consultant while performing the assignment and are intended to be returned upon the termination of said assignment. Loaned Items (“Loaned Items”) are defined as any asset provided by ZeroChaos or ZeroChaos’ Customer (“the Owner”) to the Consultant which is used to gain access to Customer’s premises or systems or utilized to provide services to Customer. Examples of Loaned Items include premises access cards, keys or badges, mobile telephones, Blackberry or similar devices, laptops or other computer and/or telephony equipment, including computer peripheral devices. The list in the previous sentence is not intended to be a complete, comprehensive or all encompassing list of items which are defined as Loaned Items.

All Loaned Items will remain the Owner’s property at all times and will be used only for the benefit of the Customer in the performance of this Agreement. Supplier or Consultant will confirm receipt of Loaned Items with ZeroChaos personnel within five (5) calendar days by signing and returning a copy of the Loaned Items Attachment or by sending a written acknowledgment, including a description and serial number for the Loaned Items.

1.0 General

Supplier or Consultant will: (i) after receiving Loaned Items, ensure that Loaned Items are not encumbered by any security interest and that interest in Loaned Items is not transferred in any way; (ii) immediately notify the Owner upon notice from the taxing authority and in writing of any personal property taxes or assessments that may be levied on Loaned Items and forward any correspondence from such taxing authority which referenced Loaned Assets to the Owner; (iii) maintain Loaned Items at the location originally shipped to by the Owner, unless otherwise agreed to by the Owner; (iv) maintain Loaned Items without alteration and in their original condition as provided by the Owner, unless otherwise agreed to by the Owner; (v) immediately notify the Owner of any damage to or theft of Loaned Items and be responsible for the replacement cost of Loaned Items in the event of any damage or theft; (vi) maintain a status report on Loaned Items (e.g., currently in possession or returned); (vii) ensure that Loaned Items are referenced in a tracking document which references this Agreement; (viii) return Loaned Items on the return date specified by the Owner in writing, the termination date of the Agreement; or upon the Owner’s written request, whichever occurs first.

In the event Loaned Items consist of or contain the Owner’s proprietary or third party software, Supplier and/or Consultant will not reverse assemble, reverse compile, decode, translate, make copies, prepare any derivative works of, distribute, or sublicense such software, without the Owner’s prior written permission. Supplier and/or Consultant is only licensed to use such software in performance of this Agreement and such limited license will expire upon return of the Loaned Items or the termination of this Agreement, whichever occurs first. No other licenses in Loaned Items, either express or implied, are granted.

2.0 Use of Loaned Items

- 2.1. Only Consultant to whom Loaned Item is issued may use the Loaned Items.
- 2.2. Supplier or Consultant must ensure that:
 - (a) the Consultant only use Loaned Items for the purpose of providing the Services;
 - (b) the Consultant use the Loaned Items in accordance with the Agreement and this Personal License Agreement;
 - (c) the Consultant use power-on, lock-up and screen saver passwords to prevent access by unauthorized persons;
 - (d) the Consultant does not install or download any software or files that are not approved in advance by the Owner;
 - (e) all software must be licensed to the Owner;
 - (f) the Consultant not store Customer product source code, and unannounced Customer product executable code on the hard disk(s) hard drive;
 - (g) where possible, the Consultant work on Customer host or server located in Customer or Customer’s client site. The Loaned Items should access Customer hosts and servers as a “dumb” terminal, and not be used for downloading and uploading confidential materials from and to Customer or Customer’s client’s hosts and servers;

- (h) the Consultant installs, keeps current, and regularly runs the Owner's standard anti-virus tools. All files, uploaded and downloaded, must be checked immediately for known computer viruses;
- (i) login scripts stored on the Loaned Items' hard disk(s), if any, must not contain any Customer or Customer's client's host system or server login passwords.

2.3. Supplier or Consultant must ensure that Consultants must not:

- (a) leave any Loaned Item unattended (except where the Loaned Item is safely stored at the Supplier's place of business, the Customer Site, or Employee's residence, or is otherwise properly secured);
- (b) install any of the Owner's software on their personally owned home PC equipment, unless authorized by Customer to do so (such authorization should be in written form and readily available upon request for such documentation). The Consultant may only access internal Customer systems from home using the Loaned Item unless home PC authorization is granted by Customer (as referenced herein). The Consultant may only access internal Customer systems from a Customer location using the Loaned Item. The Loaned Item must never be connected to the Consultant's home system or PC. The Loaned Item must never be connected to a Customer's client system or PC without explicit authorization by Customer.

ALL LOANED ITEMS ARE LOANED TO SUPPLIER ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

3.0 Return of Loaned Items

Supplier agrees to instruct Consultant, and Consultant agrees to return Loaned Items in the manner prescribed by the Owner. At the time any Loaned Item is returned, Supplier or Supplier's Worker should acquire written documentation reflecting to whom any Loaned Item was returned and on what date. Loaned Items must be returned to a designated employee of the Owner.

If the Loaned Item is not returned in person by the Consultant to a designated employee of the Owner, Supplier or Consultant is to contact ZeroChaos for explicit instructions regarding how to return Loaned Item.

Supplier and Consultant are both explicitly instructed not to send any Loaned Item to the Owner via a common carrier (i.e. USPS, FedEx or other freight handler) without a level of insurance that covers full replacement value and full shipping charges prepaid in advance.

SUPPLIER OR CONSULTANT ACCEPTS AND AGREES THAT SUPPLIER IS FINANCIALLY RESPONSIBLE FOR ANY LOANED ITEM THAT IS: NOT RETURNED, LOST, MISAPPROPRIATED, DESTROYED, OR OTHERWISE RETURNED TO THE OWNER IN A CONDITION THAT PREVENTS CONTINUED UTILIZATION OF THE ASSET.

SUPPLIER OR CONSULTANT AUTHORIZES ZEROCHAOS TO WITHHOLD THE REPLACEMENT COST OF LOANED ITEMS FROM PAYMENT TO SUPPLIER IF ANY LOANED ITEM IS NOT RETURNED TIMELY AND IN A CONDITION SIMILAR TO THE CONDITION IN WHICH IT WAS ISSUED. SUPPLIER IS NOT FINANCIALLY RESPONSIBLE FOR NORMAL USEAGE AND WEAR.

ACCEPTED AND AGREED TO BY SUPPLIER:

Signature

Title

Printed Name

Date

Exhibit D-1 – Loaned Items Attachment

AGREEMENT REGARDING ISSUANCE OF COMPANY OR CUSTOMER PROPERTY

APC Workforce Solutions, LLC d/b/a ZeroChaos (the "Company") and/or a Customer of the Company ("Customer") has issued to _____ ("Consultant"), and Consultant acknowledges receiving, the following items of Company and/or Customer property ("Loaned Item"):

Description of Property

Consultant agrees to take proper care of these items and to return them to the Company and/or the Customer in their present condition, allowing for normal wear and tear, on or before Consultant's last day of employment with the Company in the case of Company property, or termination of job assignment with the Customer in the case of Customer property. Consultant hereby authorizes the Company to do the following: (a) in the case of Company property not returned to the Company, to deduct from Consultant's final check the cost of any items that Consultant fails to return to the Company by his or her last day of employment; and (b) in the case of Customer property not returned to the Customer, to deduct from Consultant's final check reflecting services performed for that Customer the cost of any items that Consultant fails to return to the Customer by his or her last day of performing services for that Customer.

Signature of Consultant

Date

**Amendment to the Auxiliary Supplier Agreement
Supplier's Election of a Fifteen (15) Day Early Payment Option**

CUSTOMER FOR WHICH SUPPLIER IS ELECTING EARLY PAYMENT: _____

THIS AMENDMENT ("Amendment") is made to the Auxiliary Supplier Agreement (the "Agreement") dated _____ between APC Workforce Solutions LLC, d/b/a **ZeroChaos** ("ZeroChaos"), and _____ ("Supplier") and is effective this ____ day of _____ 20__.

The parties wish to amend the Agreement and/or Exhibits to the Agreement as follows:

ZeroChaos is offering Supplier the following option for reduced payment terms specific to the Customer identified above; such election is made entirely at the Supplier's discretion. The payment option selected is binding for the Supplier and, as such, applies to all of the Supplier's Workers subject to this Agreement providing Services to the Customer specified above.

EARLY PAY OPTION – Reduced payment terms for an additional fee:

In addition to any administrative fee, whether paid by Customer or Supplier, for all assignments where Supplier provides Supplier Workers, an early payment fee will be deducted from the amount due Supplier by ZeroChaos. The fee will be deducted from the normal hourly amount due and all expenses paid to the Supplier.

By selecting this payment option, the payment terms contained in the Agreement or any of its Exhibits are hereby decreased by fifteen (15) days from date indicated in the Agreement.

*Under ZeroChaos' standard operating procedure, ZeroChaos does not pay suppliers until payment is received from Customer. If, as a result of this Amendment, ZeroChaos commits to remit payment to Supplier **prior** to receiving payment from Customer, ZeroChaos reserves the right, and Supplier grants the right to ZeroChaos, to deduct from future payments to Supplier any amount invoiced to Customer that remains unpaid for more than sixty (60) days from the invoice date. If no future payments are due, Supplier herein agrees to reimburse ZeroChaos within 10 days of the notification date by ZeroChaos for the uncollected amount(s) previously paid to Supplier by ZeroChaos. Supplier's failure to reimburse ZeroChaos within 10 days of the notification date will entitle ZeroChaos to add interest charges at the maximum amount allowable under presiding law.*

"ZeroChaos' receipt indicating Customer approval of invoice" (as utilized below) varies depending upon the frequency and method of the Customers invoicing process. The process and or systems utilized by a Customer to process time and expenses may be identical or completely separate. Specific understanding of a particular Customer's time and expense invoicing and approval process(es) will impact the timing of payments under the option presented below. ZeroChaos strongly recommends that Supplier reviews and clearly understands the specific process for each Customer to which Supplier may provide services.

(_____) **PAYMENT 15 DAYS EARLIER THAN ZEROCHAOS' NORMAL SCHEDULED PAYMENT OF INVOICE FOR TIME & EXPENSE.** ZeroChaos will deduct 1.00% from the amount due Supplier in exchange for paying Supplier fifteen (15) days earlier than the normal scheduled payment date of Customer's time and expense invoices.

By initialing the payment option above and signing below, I hereby assert my election to the early payment terms outlined herein and further assert my authority to make this binding election on behalf of the Supplier.

This Amendment may be terminated by either party with fifteen (15) days written notice to the other party. Termination shall only effect invoices dated after the fifteen-day termination notice has been received by the non-terminating party.

SUPPLIER

Title: _____

Date: _____

Print: _____

Sign: _____

Terms and Conditions for Procurements Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009

The following are terms and conditions to be used for VITA and VITA-delegated information technology and telecommunication procurements funded, in whole or in part, by the American Recovery and Reinvestment Act of 2009. Other special terms and conditions may be developed and included when appropriate. For the purposes of this Exhibit, "Contractor" also means "Supplier," as defined in the Contract referenced above. The "contracting agency" shall include an agency entering into the contract under a delegation of authority or a public body authorized and acting as an Authorized User under a VITA contract.

1. General

This Contract is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act") and Federal Regulations and other guidance from the federal government implementing the Recovery Act (collectively, "Recovery Act Requirements"), and the Contractor agrees that it will comply with all Recovery Act Requirements applicable to this contract. In the event of a conflict between the terms of this Contract and the Recovery Act Requirements, the provisions of the Recovery Act Requirements shall be controlling. The Contractor acknowledges that these Terms and Conditions may require changes due to future revisions of the Recovery Act Requirements, and Contractor agrees that it will abide by any such changes upon receipt of written notification from the Commonwealth or any Commonwealth agency of such changes. Such changes will become a material part of the Contract without the necessity of either party executing an amendment to this contract. Contractor also agrees that it will provide all information and documentation required by the Commonwealth in order to comply with the Recovery Act Requirements.

2. D-U-N-S® number

All Contractors are required to provide the Commonwealth of Virginia or the contracting agency with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S® number prior to award.

3. Executive compensation

The Contractor and each of its subcontractors shall provide to the Commonwealth or the contracting agency the names and total compensation of their five most highly compensated officers if:

(A) the Contractor or subcontractor in its preceding fiscal year received

- (1) 80 percent or more of its annual gross revenues in Federal awards; and
- (2) \$25,000,000 or more in annual gross revenues from Federal awards; and

(B) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (26 USC § 6104).

"Total compensation" means the cash and noncash dollar value earned by the executives during the Contractor's or subcontractor's past fiscal year of the following:

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (revised 2004)(FAS 123R)Share Based Payments.
- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which are not tax qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

The Contractor and its subcontractors shall provide the required information below or write "NA" if not applicable. The Contractor's or subcontractor's fiscal year began on JAN 1, 2009 and ended on December 31, 2009

NAMES	TOTAL COMPENSATION
N/A	

4. Job creation and retention

The Contractor shall provide to the Commonwealth or the contracting agency an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this Contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Contractor. The Contractor shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to the Commonwealth no later than ten business days before the end of each calendar quarter.

The Contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader

labor categories, or the Contractor's existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

DESCRIPTION OF THE TYPES OF JOBS CREATED OR RETAINED

N/A

5. Auditing

The Contractor shall retain all books, records, and other documents to this contract for five (5) years after final payment. Section 902 of the American Recovery and Reinvestment Act of 2009 provides the U.S. Comptroller General and his representatives with the authority to:

(A) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and

(B) interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the Recovery Act with respect to this contract, which is funded with funds made available under the Recovery Act. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the Recovery Act provides authority for any representatives of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 to examine any records or interview any employee or officers of the Contractor or its subcontractors working on this contract. The Contractor is advised that any representatives of an appropriate Inspector General appointed under Section 3 or 8G of the Inspector General Act of 1978 have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

The Commonwealth's contracting officer and other representatives of the Commonwealth shall have, in addition to any other audit or inspection rights in this contract, all the audit and inspection rights contained in this section.

6. Job posting requirements

Contractor shall use the Virginia Workforce Connection (VWC) for the recruitment of direct jobs created by ARRA through this contract in accordance with the following provisions:

(A) The Contractor shall use VWC to post all direct jobs available. Instruction for posting jobs is located on the VWC website: www.vawc.vec.virginia.gov. Assistance is available from the Virginia Employment Commission (VEC) by phone on (804)225-3116 or by email at StimulusJobs@vec.virginia.gov.

(B) For the purposes of this requirement, "direct jobs" means those jobs funded fifty percent or more by ARRA project funds.

(C) Posting through VWC is not required when Contractor intends to fill the job opening created by ARRA funding with a present employee, a laid-off former employee or a job candidate from a previous recruitment.

(D) This requirement is not intended to prevent Contractor from also seeking needed employees by other means including industry specific employment programs.

(E) This job posting requirement does not fulfill any ARRA reporting responsibility pertaining to jobs created or retained as otherwise required under the terms and conditions of this contract, those contained in ARRA, or other Contractor reporting required by the Federal Government or the Commonwealth of Virginia.

7. Protecting state and local government and contractor whistleblowers

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.

- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)

8. Subcontractor flow-down requirements

Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

9. Reporting requirements

Pursuant to Section 1512 of the ARRA, for all agency-specific procurements, including VITA-delegated IT procurements and for all orders placed by authorized users and public bodies against VITA statewide contracts, those state agencies, authorized users and public bodies receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, Contractor agrees to provide the Commonwealth of Virginia/state agency/authorized user/public body, as appropriate, with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required to comply with ARRA reporting requirements. Section 1512 of ARRA, its implementing regulations (2 CFR §176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this contract provide guidance on what information must be reported.

10. Additional terms and conditions

For all contracts for the construction, alteration, maintenance, or repair of a public building or public work funded in whole or in part by the American Recovery and Reinvestment Act of 2009 additional terms and conditions are required.



RE: Escrow Agreement

Dear Valued Customer:

Enclosed please find a copy of the executed agreement with Iron Mountain Intellectual Property Management. Please note that if the agreement was accepted for execution without an effective date, the effective date of the agreement will be the date on which the last party signs the agreement.

IMIPM is the world leader in intellectual property protection services. We take pride in professionally managing your technology escrow requirements, and we appreciate your business and thank you for trusting us to protect your technology assets.

Sincerely,

Iron Mountain Intellectual Property Management

Enclosures



EFFECTIVE DATE: NOVEMBER 18, 2009
MASTER DEPOSIT ACCOUNT NUMBER: 36944

THREE-PARTY MASTER DEPOSITOR
ESCROW SERVICE AGREEMENT

1. Introduction.

This Escrow Service Agreement (the "Agreement") is entered into by and between APC Workflow Solutions, LLC DBA GeoChoi ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at www.ironmountainconnect.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("License Agreement") conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations.

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations.

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consents to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary

warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations.

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.
- (e) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions.
- (g) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment.

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination.

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") (collectively the "Term"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides a sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

- (c) In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Infringement Indemnification.

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Beneficiary and Iron Mountain (the "Indemnified Party") fully harmless against any claim or action asserted against the Indemnified Party (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement or Beneficiary's use of the Deposit Material, within the scope of this Agreement, infringes any patent, copyright, license or other proprietary right of any third party. When the Indemnified Party has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of the Indemnified Party without such Party's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties.

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
- (b) Depositor warrants that all Depositor information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary information during the Term of this Agreement.

9. Confidential Information.

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third Party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability.

EXCEPT FOR: (I) ANY CLAIMS OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (IV) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver.

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General.

- (a) **Incorporation of Work Requests.** All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) **Purchase Orders.** In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) **Right to Make Copies.** Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.
- (d) **Choice of Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) **Authorized Person(s).** Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through the Iron Mountain website or written instruction. The Authorized Person for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the Term of this Agreement.
- (f) **Right to Rely on Instructions.** With respect to Release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (g) **Force Majeure.** No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) **Notices.** All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.
- (i) **No Waiver.** No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (j) **Assignment.** No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of Parties.
- (k) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

- (l) Independent Contractor Relationship. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) Attorneys' Fees. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) No Agency. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) Disputes. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) Regulations. All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the Parties hereto.
- (r) Entire Agreement. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.
- (s) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) Survival. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(balance of this page left intentionally blank – signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR

Signature: *Andrew Post*
Andrew Post 11/16/2009

Email: apost@zerochaos.com

Title: VP Technology

Company: ZeroChaos

EMAIL ADDRESS

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC

SIGNATURE:	<i>M. English</i>
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	11/18/09
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

NOTE: AUTHORIZED PERSONS/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the person at the address set forth below. This is required information.

PRINT NAME:	Doug Goin
TITLE:	CFO
EMAIL ADDRESS	apost@zerochaos.com
STREET ADDRESS	420 S. Orange Ave. Suite 600
PROVINCE/CITY/STATE	Orlando, FL
POSTAL/ZIP CODE	32801
PHONE NUMBER	407-770-6103
FAX NUMBER	

BILLING CONTACT INFORMATION TABLE

Provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	Candice Hixson
TITLE:	VP Finance
EMAIL ADDRESS	chixson@zerochaos.com
STREET ADDRESS	420 S. Orange Street, Suite 600
PROVINCE/CITY/STATE	Orlando, FL
POSTAL/ZIP CODE	32801
PHONE NUMBER	407-770-6107
FAX NUMBER	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Material" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$750	N/A	<input type="checkbox"/> Depositor - OR <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.

**EXHIBIT B
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: APC WORKFORCE SOLUTIONS DEPOSIT ACCOUNT NUMBER: 36944

DEPOSIT NAME ECWEB7.0 AND DEPOSIT VERSION 7.0
(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input checked="" type="checkbox"/> Electronic Deposit	60000000 57.9 MB	3	1
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name: Win Zip Version 9

Hardware required: no

Software required: yes

Other required information: AES 256 bit ~~_____~~

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input checked="" type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input checked="" type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME: <u>KEVIN GODSEY</u>	NAME: <u>Terrence Myers</u>
DATE: <u>2/6/10</u>	DATE: <u>2/15/10</u>
EMAIL ADDRESS: <u>kgodsey@zerocross.com</u>	SIGNATURE: <u>Terrence J. Myers</u>
TELEPHONE NUMBER: <u>407-770-6110</u>	
FAX NUMBER: <u>888-720-7099</u>	

Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-875-5669
Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)	

EXHIBIT C

RELEASE OF DEPOSIT MATERIAL Deposit Account Number: 36944

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):

- (i) Depositor's breach of the license agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
- (ii) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
- (iii) Depositor is subject to voluntary or involuntary bankruptcy.

2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.

3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.

4. Release of Deposit Material. If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached hereto as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.

6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 36944

Auxiliary Account Number _____

("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name:

("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc.,
Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT E BENEFICIARY ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: The Commonwealth of Virginia, VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA) is the Beneficiary referred to in the Escrow Agreement that supports Deposit Account Number: 36947 with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement.

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY		DEPOSITOR	
PRINT NAME:	Mike Novak	PRINT NAME:	Kevin Godsey
TITLE:	Sourcing Consultant	TITLE:	SVP Technology
EMAIL ADDRESS:	michael.novak@vita.virginia.gov	EMAIL ADDRESS:	kgodsey@zerochaos.com
STREET ADDRESS:	11751 Meadowville Lane	STREET ADDRESS:	420 S Orange Ave, Ste 600
PROVINCE/CITY/STATE:	Chester, VA	PROVINCE/CITY/STATE:	Orlando, FL
POSTAL/ZIP CODE:	23536	POSTAL/ZIP CODE:	32801
PHONE NUMBER:	804-416-6168	PHONE NUMBER:	407-770-6161
FAX NUMBER:	804-416-6361	FAX NUMBER:	407-770-6171

PAYING PARTY COMPANY NAME: ZEROCHAOS

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent to this individual at the address set forth below.

PRINT NAME:	Kevin Godsey
TITLE:	SVP Technology
EMAIL ADDRESS:	kgodsey@zerochaos.com
STREET ADDRESS:	420 S Orange Ave Ste 600
PROVINCE/CITY/STATE:	Orlando, FL
POSTAL/ZIP CODE:	32801
PHONE NUMBER:	407-770-6161
FAX NUMBER:	407-770-6171
PURCHASE ORDER #	

DEPOSITOR	
SIGNATURE:	<i>Kevin Godsey</i>
PRINT NAME:	KEVIN GODSEY
TITLE:	SVP, Technology
DATE:	1/29/10
EMAIL ADDRESS:	kgodsey@zerochaos.com

BENEFICIARY	
SIGNATURE:	<i>Mike Novak</i>
PRINT NAME:	Mike Novak
TITLE:	Sourcing Consultant
DATE:	2-5-2010
EMAIL ADDRESS:	michael.novak@vita.virginia.gov

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	<i>Adebola Farombi</i>
PRINT NAME:	Adebola Farombi
TITLE:	Contracts Administrator
DATE:	2/9/10
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EXHIBIT Q
ESCROW DEPOSIT QUESTIONNAIRE

Introduction

From time to time, technology escrow beneficiaries may exercise their right to perform verification services. This is a service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of deposit materials.

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and to quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of verification@ironmountain.com.

Escrow Deposit Questionnaire

General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

Requirements for the Execution of the Software Protected by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 800-875-5669 or by e-mail at <mailto:verification@ironmountain.com>

Updated Master Agreement

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