



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE INFORMATION TECHNOLOGY SOLUTIONS

Date: April 13, 2016

Contract #: VA-100521-ISS

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

Contractor: InfoLinx System Solutions
10800 Connecticut Avenue
Kensington, MD 20895

Contact: Tim Butler
Voice: 240-283-1961
Email: timb@infolinx.com

FIN: 23-1923893

Term: May 28, 2016 – May 27, 2017

Payment: See Schedule

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Jimmy MacKenzie
Phone: 804-416-6247
Fax: 804-416-6361
E-Mail: james.mackenzie@vita.virginia.gov

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

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

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

April 13, 2016

Tim Butler
Infolinx System Solutions
10800 Connecticut Avenue
Kensington Maryland 20895

Mr. Butler,

Per Section 3.A. ("Term and Termination") of contract VA-100521-ISS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from May 28, 2016 through May 27, 2017. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



COMMONWEALTH of VIRGINIA

Eric R. Link
Interim Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

April 14, 2015

Tim Butler
Infolinx System Solutions
10800 Connecticut Avenue
Kensington Maryland 20895

Mr. Butler,

Per Section 3.A. ("Term and Termination") of contract VA-100521-ISS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from May 28, 2015 through May 27, 2016. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

**MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-100521-ISS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
INFOLINX SYSTEM SOLUTIONS**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-100521-ISS.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 5.
"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>
2. Add to the definition of "Software License" in Section 4 on Contract Page 8.
"If Authorized User is a private institution, the license shall be held by that private institution."
3. Add to the definition of "Rights to Work Product" in Section 5 on Contract Page 10.
"If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, 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 institution."
4. Add to the definition of "Acceptance" in Section 9 on Contract Page 14; "Solution Acceptance Criteria" in Section 9 Subsection C on Contract Page 15.
"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
5. Add to the definition of "Indemnification" in Section 19 Subsection A on Contract Pages 23-24.
"In the event of a settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
6. Add to the definition of "Dispute Resolution" in Section 25 Subsection E on Contract Pages 26-27.
"In the event of any breach by a public body or a private institution, 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 to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-100521-ISS by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT 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.

NAME OF SUPPLIER

BY: Infolinx System Solutions *Kim Butler*

NAME: *[Signature]*

TITLE: *Managing Director*

DATE: July 17, 2014

COMMONWEALTH OF VIRGINIA

BY: *[Signature]*

NAME: *James MacKenzie*

TITLE: *Strategic Sourcing Specialist*

DATE: 07/18/14



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

April 10, 2014

InfoLinx System Solutions
10800 Connecticut Avenue
Kensington, MD 20895

Contact Person: Tim Butler

Per Section 3.A. ("Term and Termination") of contract VA-100521-ISS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/28/14 through 5/27/15. Should you have any questions, please feel free to contact me.

Respectfully,

Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

April 1, 2013

InfoLinx System Solutions
10800 Connecticut Avenue
Kensington, MD 20895

Contact Person: Tim Butler

Per Section 3.A. ("Term and Termination") of contract VA-100521-ISS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/28/13 through 5/27/14. Should you have any questions, please feel free to contact me.

Respectfully,

Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



INFORMATION TECHNOLOGY SOLUTION CONTRACT

BETWEEN

**THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ON BEHALF OF
THE COMMONWEALTH OF VIRGINIA**

AND

INFOLINX SYSTEM SOLUTIONS

**INFORMATION TECHNOLOGY SOLUTION CONTRACT
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INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS INFORMATION TECHNOLOGY SOLUTION 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 Infolinx System Solutions (Supplier), headquartered at 10800 Connecticut Avenue, Kensington, MD 20895 to be effective as of May 28, 2010 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for Authorized Users a Solution in accordance with an applicable Statement of Work ("Solution"), and to provide various other related Services to the Authorized Users.

2. DEFINITIONS

A. Acceptance

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

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

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

D. Computer Virus

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

E. Confidential Information

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

F. Deliverable

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

G. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Solution, and to implement and develop self-sufficiency with regard to the Solution as may be specified in a Statement of Work issued hereunder.

H. Electronic Self-Help

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

I. Party

Supplier, VITA, or any Authorized User.

J. Receipt

An Authorized User or its Agent has physically received any deliverable at the correct "ship-to" location.

K. Requirements

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

L. Services

Any work performed or service provided, including development and maintenance of the Solution, software modifications, installation, support, training, and provision to the Authorized User of any Deliverable described in the applicable SOW, provided by Supplier under this Contract for an Authorized User. Services include the discovery, creation, or development of Work Product, if any.

M. Software

The programs and code provided by Supplier under this Contract as a component(s) of the Solution, and any subsequent modification of such programs and code, excluding Work Product.

N. Software Publisher

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

O. Statement of Work (SOW)

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

P. 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).

Q. Work Product

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 jointly by Supplier and an Authorized User(s) in the performance of this Contract or any order issued hereunder. Work Product shall not include configuration of software.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three(3) years. VITA, in its sole discretion, may extend this Contract for up to seven (7) 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 thirty (30) days prior to the expiration of any current term. In addition, 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 the Solution and all 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.

C. Termination for Breach or Default

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

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

D. Termination for Non-Appropriation of Funds

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

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 a Solution or related Services to any other supplier with whom VITA or such Authorized User contracts for provision of a solution(s). 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.

G. Contract Kick-Off Meeting

Within 10 business 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. SOFTWARE LICENSE

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

A. License Grant

Software licensed by Supplier

- i). Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The Software is the property of Supplier, and no

- title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.
- ii). The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.
 - iii). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized Users or their Agents.
 - iv). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
 - v). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
 - vi). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier. An Authorized User may add its own copyright or other proprietary notice, or copyright or other proprietary notice of the Commonwealth, to any copy of the Software or Documentation, which contains modifications to which the Commonwealth or such Authorized User has ownership rights pursuant to this Contract.
 - vii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.
 - viii). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

B. License Type

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

Concurrent Use License

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Concurrent Users. The number of "Concurrent Users" is defined as the maximum number of concurrent Sessions connected at a given point in time. A "Session" is defined as an active user executing the Software. The Authorized User shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit C.

C. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)

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

5. 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 may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA or any Authorized User. Supplier further agrees that neither Supplier nor 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 source and object code and all executables and documentation for all Work Product. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

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 remain the sole property of the Commonwealth and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby 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 waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist the Commonwealth or the Authorized User in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to the Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, and other rights and protection, and in protecting trade secrets, 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.

C. Pre-existing Rights

If and to the extent that any pre-existing rights are embodied or reflected in the Work Product, Supplier hereby grants to the Commonwealth or the Authorized User the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, 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.

D. Return of Materials

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

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 performing 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.

B. Supplier Personnel Supervision

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

C. Key Personnel

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

D. Subcontractors

Supplier shall not use subcontractors to perform the Services unless specifically authorized in writing to do so by the Authorized User. 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

Supplier warrants and represents to VITA the Solution described as follows:

A. Ownership

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

B. Solution and Documentation

Supplier warrants the following with respect to the Solution:

- i). The Solution is pursuant to a particular Request for Proposal ("RFP"), quote, or Request for Quote (RFQ), and therefore such Solution 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. Further, Supplier is possessed of superior knowledge with respect to the Solution and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Solution;
- ii). If the Supplier specifies the hardware equipment an Authorized User shall use to run the Solution, then Supplier warrants the Solution, and any subsequent Solution component Software release, is compatible with and shall perform well with such hardware equipment;
- iii). The Solution provided hereunder includes component Software at the current release level unless an Authorized User specifies an older version in its order;
- iv). No corrections, work arounds or future Software or Solution component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- v). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand fully the Solution without reference to any other materials or information.

C. Limited Warranty

During the warranty period or as specified in the applicable SOW, Supplier warrants that the Solution shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Solution to meet the Requirements.

D. Malicious Code

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

E. Open Source

Supplier will notify all Authorized Users if the Solution contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

F. Supplier's Viability

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

G. Supplier's Past Experience

Supplier warrants that a solution of similar scope and complexity as the Solution required by this Contract, including all component products and services, has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the solution or Supplier.

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

8. DELIVERY AND INSTALLATION

A. Scheduling

Supplier shall deliver the Solution, including any component parts, and complete performance of Services according to the delivery dates set forth on the appropriate order.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the relevant component of the Solution. Any Solution component delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Deployment of Solution

1. Supplier Deployment of Solution

The Solution fee includes initial deployment of the complete Solution. Supplier is required to deploy the Solution in accordance with the deployment schedule set forth on the order. Deployment shall include the installation of any Software component and, if agreed, any hardware component, of the Solution. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Solution is properly deployed and fully ready for productive use, and shall supply such Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of deployment.

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to such Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to three percent (3%) of the total Solution fee, for each day after the scheduled deployment date that the Solution has not been deployed for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect damages for each day of that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-deployment.

2. Authorized User Installation of Software

If the Solution includes Software which may be installed by an Authorized User and such Authorized User elects to install the Software itself, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User invoke the primary function of each major component of the Software or when

Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Supplier shall proceed with full deployment of the Solution concurrently with or after Authorized User's installation of the Software, as agreed between the Authorized User and Supplier in the SOW.

C. Documentation of Software Configuration

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

9. ACCEPTANCE

A. Software and Deliverable Acceptance Criteria

Software and Deliverables shall be deemed accepted when the Authorized User determines that such Software and Deliverables successfully operate in accordance with the Requirements. At a minimum, Acceptance Criteria for Software and Deliverables, and for the Solution as a whole, shall ensure that all of the functionality described in the Requirements set forth in Exhibit A and required by the Authorized User in the applicable SOW has been delivered to the Authorized User. Acceptance of any one Deliverable shall not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. Supplier shall be responsible for ensuring that all Deliverables function properly within the Solution. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Solution, Supplier shall be responsible for all costs associated with such modification.

Such Authorized User agrees to commence Acceptance testing in accordance with the applicable SOW, after receipt of the Software or Deliverable. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for time and materials type SOWs or for fixed price type SOWs in which travel expenses were expressly excluded from the total price of the SOW. Any such travel expenses must be pre-approved by the Authorized User and shall 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)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

B. Software and Deliverable Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software or Deliverable 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. Authorized User shall complete Acceptance Testing of the re-submitted Solution, component product or Services within 60 days of the submission by the Supplier. Should Supplier fail to cure the non-conformity or deliver Software or a Deliverable which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software or Deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software or a Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests shall 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 Solution to be provided thereunder by Supplier.

C. Solution Acceptance Criteria

Solution shall be deemed accepted when the Authorized User determines that such Solution successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within fifteen (15) days after deployment of the Solution. Acceptance testing will be completed within sixty (60) days, or such longer period as may be agreed in writing between Authorized User and Supplier, after deployment of the Solution. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for time and materials type SOWs or for fixed price type SOWs in which travel expenses were expressly excluded from the total price of the SOW. Any such travel expenses must be pre-approved by the Authorized User and shall 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)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

D. Solution Cure Period

Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution or component products or Services for re-testing within fifteen (15) days of written notice of non-conformance to Supplier, or as otherwise agreed between the Authorized User and Supplier. Authorized User shall complete Acceptance Testing of the re-submitted Solution, component product or Services within 60 days of the submission by the Supplier. Should Supplier fail to deliver a Solution which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Solution to be provided thereunder by Supplier.

10. WARRANTY AND MAINTENANCE SERVICES

At any time during the Warranty or Maintenance Period, as applicable, Supplier shall provide the following warranty or maintenance services (including unlimited telephonic support and all necessary travel and labor) to maintain the Solution in accordance with the Requirements. During the Warranty Period, such services shall be performed without additional charge to any Authorized User. During the Maintenance Period, charges shall be in accordance with this Section and Exhibit C.

A. Known Defects

Promptly notify all Authorized Users in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source other than an Authorized User, correct any such defects or malfunctions or provide a work around until corrected, within seven (7) days of Supplier's knowledge of such defect or malfunction and provide all Authorized Users with corrected copies of same.

B. New Releases

Provide to all Authorized Users no later than the first day of general release, copies of the Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the Software made by Supplier, including, without limitation, modifications to the Software which can increase the speed, efficiency or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software.

C. Coverage

Nine (9) hours per day, five (5) days a week, provide to any Authorized Users all reasonably necessary telephone, e-mail or written consultation requested by such Authorized Users in connection with use, problems and operation of the Solution.

D. Service Levels

Respond to problems with the Solution identified by an Authorized User in no more than one (1) hour after notification. Resolve all problems according to the following:

- i). Priority 1 (system down) within four (4) hours;
- ii). Priority 2 (certain processing interrupted or malfunctioning but system able to process) within twenty four (24) hours;
- iii). Priority 3 (minor intermittent malfunctioning, system able to process data) within three (3) days.

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

E. Software Evolution

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

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

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

F. Escalation Procedures

To be provided by Supplier

G. Remedies

Include a separate service level table to address response and restore time remedies for all important performance standards.

If Supplier is unable to make the Solution or any component thereof conform, in all material respects, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of the tangible Solution components, and (a) during the Warranty Period, return all monies paid by such Authorized User for the returned Solution components and Documentation or (b) during any subsequent Maintenance Period, return all monies paid by such Authorized User for the returned Solution components and Documentation, pro-rated using the straight-line method for an estimated Solution life cycle of ten (10) years. Authorized User shall discontinue use of any Solution component Software or product.

H. Solution Support Services (Maintenance) and Renewal Options

Sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User in writing of such expiration, and the Authorized User, at its sole discretion, may order from Supplier Solution support Services ("Maintenance Services"), including new Software releases, updates and upgrades, for a period of one (1) year ("Maintenance Period") and for an annual fee

of fifteen percent (15%) of the combined total of Software license fee and Seat Licensing fee paid by any Authorized User for then current installed base. Supplier shall notify the Authorized User sixty (60) days prior to the expiration of the Maintenance Period, and the Authorized User, at its sole discretion, may renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Supplier warrants that it shall make Support Services available for all the Solution components listed in Exhibit A for a period of at least five (5) years from the expiration of the initial Warranty Period of any Solution provided to an Authorized User pursuant to this Contract. Cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

11. TRAINING AND DOCUMENTATION

Unless otherwise set forth in an applicable SOW, the Solution fee includes all costs associated with the training of Authorized User trainer at an Authorized User's designated location on the use and operation of the Solution, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

Unless otherwise set forth in an applicable SOW, Supplier shall deliver to any Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised by Supplier to reflect any modifications made by Supplier to the Solution. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Solution and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

12. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Solution and any additional products and Services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit C, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Reproduction Rights

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the

Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

C. Solution Demonstration

At the request of any Authorized User, Supplier shall perform a demonstration of its Solution at such Authorized User's location and at no charge.

D. Statement of Work (SOW)

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

Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

E. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal ([eVA Home Page](#)). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

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

This ordering authority is limited to issuing orders for the Solution and products or Services related to the Solution 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.

F. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value Solution, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain a Solution identical or similar to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed as a Solution component, at the line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining a Solution for the Authorized User. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's failure to respond to an RFQ may be deemed a default of this Contract.

G. Invoice Procedures

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

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

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

H. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Solutions, products/Solution components, or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

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

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

13. 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

<http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at

<http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>.

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.

14. 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.

Roles of the Steering Committee include but are not be limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and

responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

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

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 SOW issued pursuant to this Contract.

15. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management of a Solution to Authorized User or its Agent, which Agent may be VITA or an agent of VITA or a third party provider under contract with Authorized User. At Authorized User's request and pursuant to an order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency in operating and managing such Authorized User's Solution. During and/or after the transition period, Authorized User may, at its sole discretion, elect to order or continue Maintenance Services from Supplier for any of the Software or hardware components of the Solution.

16. ESCROW AGREEMENT

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 E (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 Attachment A 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

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on Attachment A 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 breach or 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 Attachment A 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.

17. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

18. CONFIDENTIALITY

A. Treatment and Protection

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

B. Exclusions

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

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

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

C. Return or Destruction

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

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

D. Confidentiality Statement

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

19. INDEMNIFICATION AND LIABILITY

A. Indemnification

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

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Solution or any Solution component or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such

event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

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

B. Liability

Except for 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 shall be limited to twice the aggregate value of the Solution and Services provided under 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.

20. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$750,000 per occurrence.

21. PERFORMANCE AND PAYMENT BONDS

The successful Supplier shall deliver to VITA's Supply Chain Management Division, (or SPOC) a fully office executed Commonwealth of Virginia Standard Performance and Payment bond in the sum of the contract amount for FY10, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bond has been delivered to and approved by the purchasing office. Standard bond forms will be provided by VITA's Supply Chain Management Division prior to or at the time of award.

22. 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 or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

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.

23. 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.

24. BANKRUPTCY

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

25. GENERAL PROVISIONS

A. Relationship between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances

shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

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

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to this VITA-specific Contract that is OR to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_and_Cs.pdf

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, 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 G hereto.

D. Governing Law

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

E. Dispute Resolution

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

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

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

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

F. Advertising and Use of Proprietary Marks

The Supplier may use the VITA or LVA name and may generally describe the type of project for purposes of describing the Supplier's capabilities to third parties, provided however that neither Party shall use the name or proprietary mark of the other Party or refer to the other Party, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of the named Party.

The Supplier shall be responsible for obtaining VITA's or LVA's staff person's written permission to use his or her name and his or her concurrence that the quote is accurate. The Supplier will cease publication of any quotation which the Supplier obtains from VITA or LVA staff members if the staff person subsequently advises the Supplier that he or she no longer holds the view expressed in the quotation. In addition, it must be noted that any quotation is the personal view of the above individual and not an official statement of the Commonwealth of Virginia or agency.

The taking of pictures of any LVA facility must accord with LVA's requirements for security and protection of the facility and its contents, and shall not capture images of any LVA works or artifacts except to the extent subsequently approved by LVA. The Supplier shall be responsible for obtaining any necessary releases associated with individuals or copyright-protected works that might be captured in the pictures taken of the facility.

G. Notices

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

H. No Waiver

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

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives

VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

J. Captions

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

K. Severability

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

L. Survival

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

M. Force Majeure

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

N. Remedies

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

O. Right to Audit

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

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

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

P. Offers of Employment

During the first three (3) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

Q. Contract Administration

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

R. Entire Contract

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

- i). Exhibit A Solution Requirements
- ii). Exhibit B Descriptive Field Information & Definitions
- iii). Exhibit C Pricing
- iv). Exhibit D Barcode Examples
- v). Exhibit E Escrow Agreement
- vi). Exhibit F Statement of Work (SOW)
- vii). Exhibit G Reserved
- viii). Exhibit H License Agreement Addendum
- ix). Exhibit I Certification Regarding Lobbying
- x). Exhibit J List of State Holidays

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

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.

Infolinx System Solutions

By: [Signature]

(Signature)

Name: TIM BUTLER

(Print)

Title: MANAGING DIRECTOR

Date: 5-25-2010

VITA

By: [Signature]

(Signature)

Name: DAVE CRENSHAW

(Print)

Title: Sourcing manager, vita

Date: 5/27/10

Address for Notice:

INFOLINX
10800 CONNECTICUT AVE.
KENSINGTON, MD 20885

Attention: TIM BUTLER

Address for Notice:

Attention: Contract Administrator

Exhibit A

Tab #	Description
A	General System Specifications
B	Barcodes and Scanners
C	Printing
D	Searching
E	Reporting and Statistics
F	Security and Auditing, Client and Workstation Technical Specifications, Server Technical Specifications
G	Documentation, Training, Post-Implementation, Standards and Policy Compliance
H	Testing, Data Conversion
I	Project Management

General System Specifications

#	Specification	A	B
1	Does your Solution allow all fields to be renamed by designated users without requiring additional intervention by the Supplier or other outside vendor?		
2	Does your Solution accommodate legacy data and new data in the same field? <i>The legacy data will be in various character formats and lengths and may be different from the character format and length of new records.</i>		
3	Does your Solution allow lookup list fields?		
4	Does your Solution allow all lookup lists to be edited (e.g., change, add, remove items) by designated users only?		
5	Does your Solution allow entries in lookup lists to be removed? <i>This action should not change data on existing item records and will only affect item records created after removal of the entry.</i>		
6	Does your Solution prohibit the addition of new list items to any lookup list fields from the data entry screen itself?		
7	Does your Solution limit data entry for fields with lookup lists to information from that lookup list?		
8	Does your Solution allow legacy data to exist in fields even if that legacy data is not on the lookup list for that field on the data entry screen?		
9	Does your Solution allow designated users to change the fields that are visible on the various data entry screens?		
10	Does your Solution allow designated users to change which fields are required on the various data entry screens?		
11	Does your Solution have user-defined fields that will automatically generate a unique number in a format specified by LVA?		
12	Does your Solution have the capability to filter, or by some other method limit, the content of lookup list fields based on selections in previous fields of any type on a data entry screen? <i>For example, if the State Corporation Commission is chosen as the agency, only the departments available for the State Corporation Commission are displayed in the Department field lookup list. Please provide example.</i>		
13	Does your Solution have on/off user-defined fields, such as check box or yes/no fields?		
14	Does your Solution have at least one (1) field capable of containing five thousand (5000) or more characters? <i>Please describe or provide example.</i>		
15	Does your Solution allow for fields that will automatically generate a unique identifier in a format specified by LVA for new item records while accommodating legacy formats for legacy records as specified in item 2?		
16	Does your Solution accommodate multiple collection types that may share some common fields but will also have unique fields? See Exhibit B - Descriptive Field Information for information on collection types. <i>Please describe.</i>		
17	Does your Solution allow for the creation of additional collection types by designated users without requiring additional intervention by the Supplier or other outside vendor?		

18	Does your Solution allow for true parent-child relationships? <i>For example, agencies and their departments, departments and their sub-departments, boxes and their folders, folders and their documents shall have parent-child relationships.</i>		
19	Does your Solution allow for the creation of a child object from the parent so that the child object is linked to the parent with no further action required by the user?		
20	Does your Solution allow for the display of LVA-specified information from the parent object on the data entry screen of the child object?		
21	Does your Solution allow for the display of LVA-specified information from the parent object on all search result screens when a child object is part of a query result or report?		
22	Does your Solution provide a method for designated users to update one or more fields on one or more item records where the new value replaces the old value?		
23	Does your Solution allow for multiple general locations/warehouses? <i>Please describe.</i>		
24	Does your Solution allow for the addition of general locations/warehouses without requiring additional intervention by the Supplier or other outside vendor? <i>Please describe.</i>		
25	Does your Solution allow space management features to be disabled, if they exist?		
26	Does your Solution allow the attachment of descriptive documents of various formats (e.g., PDF, Word, Excel, Access, JPG, etc.)? <i>These documents contain information about the physical records being tracked by the Solution.</i>		
27	Does your Solution provide a method within the system for multiple or batch item record entry? <i>Please describe.</i>		
28	Does your Solution require the use of an additional program (e.g., Microsoft Excel) to meet the multiple or batch item record entry function requirement? <i>Please explain.</i>		
29	Does your Solution allow for multiple or batch item record entry using an existing item record entry as a template? <i>Please explain.</i>		
30	Does your Solution allow the user to specify which fields of that template will be duplicated when using the multiple or batch item record function?		
31	Does your Solution have the ability to check-out or otherwise temporarily assign a physical record to a user? <i>Please describe.</i>		
32	Does your Solution have the ability to temporarily assign a physical record to a location?		
33	Does your Solution retain the original or home location when a physical record is checked-out or temporarily assigned to a user or alternate location?		
34	Does your Solution have the ability to export data specified by LVA into delimited formats? <i>Please describe formats.</i>		
35	Does your Solution have the ability to store data export templates for reuse?		
36	Does your Solution have the ability to import data specified by LVA from delimited formats? <i>Please describe formats.</i>		
37	Does your Solution have the ability to store data import templates for reuse?		

38	Is your Solution designed so that a public-facing Web application can connect to it? <i>This web application does not currently exist and the Supplier is not required to build it. Please include the method for connecting the public-facing Web application to the Solution, e.g., API, ports, etc.</i>		
39	Does your Solution require additional client or user licenses for any public-facing Web applications?		
40	Does your Solution accommodate the definitions and concepts described in Exhibit B - Definitions?		
41	(E) Does your Solution have the ability to perform scheduled imports and exports of data specified by LVA? <i>Please explain.</i>		
42	(E) Does your Solution have the ability to append information in the same field(s) on multiple item records without individually editing each item record or overwriting the existing field contents?		
43	(E) Does your Solution have the ability to link item records to one or more other item records?		
44	(E) Does your Solution have the ability to link item records to, or refer to, one or more files existing on a Web site?		
45	(E) Does your Solution have the ability to link item records to, or refer to, one or more files existing on a file server?		
46	(E) Does your Solution have the ability to link item records to, or refer to, one or more item records that exist in a separate LVA system? <i>This does NOT have to be a live link; the link could be in the form of the system name and the record number from that system.</i>		
47	(E) Does your Solution have the ability to link item records to, or refer to, one or more item records that exist in a separate non-LVA system? <i>This does NOT have to be a live link; the link could be in the form of the system name and the record number from that system.</i>		
48	(E) Does your Solution allow OCR/full-text searching of documents that are attached to item records? <i>These attached documents contain information about the physical records being tracked by the Solution.</i>		
49	(E) Does your Solution have an autocomplete function in all lookup list fields on the data entry screen?		
50	(E) Does your Solution have the ability to interface with Aleph ILS (vendor Web site: http://www.exlibrisgroup.com/category/Aleph) to access patron information in real-time or near real-time?		
51	(E) Does your Solution allow users to apply charges to agencies or localities and departments and sub-departments as directed?		
52	(E) Does your Solution allow configuration of custom charge types and costs?		

Barcodes and Scanners

#	Specification	A	B
53	Does your Solution read, process, and allow use of the existing 3 of 9 barcode format as used in LVA's current systems? <i>See Exhibit D</i>		
54	Does your Solution automatically generate a barcode or other unique identifier for all new item records?		
55	Does your Solution allow the user to enter shelf and other location information by typing the information into the field?		
56	Does your Solution allow the user to enter shelf and other location information by choosing an item in a lookup list?		
57	Does your Solution allow a user to enter the shelf and other location information by scanning the barcode with a barcode scanner?		
58	Does your Solution interface with secure, WPA2 compliant, wireless barcode scanners? <i>If so, include a list of all barcode scanners with which the Solution is compatible.</i>		
59	Does your Solution wirelessly interface with the barcode scanners in real-time?		
60	(E) Does your Solution interface with the barcode scanners without any user intervention? <i>For example, after a box is scanned to a shelf the user would not have to push a button, dock the scanner, or do anything else to update the box's location in the system.</i>		
61	(E) Does your Solution interface with computer-attached scanners (e.g., wand scanners) such as those manufactured by Intermec and Metrologic?		
62	(E) Does your Solution have the option of using Radio Frequency Identification (RFID) tags?		

Printing

#	Specification	A	B
63	Does your Solution allow for customization and printing of multiple label formats and sizes? <i>For example, large descriptive labels or flags of varying sizes are required for Imaging Services, State, Local and Private Papers with and without barcodes.</i>		
64	Does your Solution make any restrictions on label color, material, grade, or brand? <i>If so, please explain.</i>		
65	Does your Solution print directly to barcode printers without requiring any additional third-party software? <i>If so, include models of barcode printers that work with the Solution. If not, please include any third-party software that is required.</i>		
66	Does your Solution have the ability to pre-print barcode labels before any box information is entered into the system?		
67	Does your Solution shall have the ability to re-print barcodes in both new and legacy formats?		
68	(E) Does your Solution allow wireless scanners to print directly to wireless (e.g. bluetooth, etc.) barcode printers? <i>If so, include the models of wireless barcode printers that work with the Solution.</i>		

Searching			
#	Specification	A	B
69	Does your Solution provide a method for performing Boolean keyword searches in all fields of all collection types?		
70	Does your Solution provide a method for performing Boolean keyword searches in all fields in user-specified collection types?		
71	Does your Solution provide a method for performing Boolean keyword searches in user-specified fields of all collection types?		
72	Does your Solution provide a method for performing Boolean keyword searches in user-specified fields in user-specified collection types?		
73	Does your Solution provide an all-field search option using Boolean logic? <i>If so, show all fields to which the user has viewing rights and allow the user to search using any combination of fields and search terms.</i>		
74	Does your Solution provide a method of further refining search parameters after a user views the search results? <i>This can be as simple as allowing a user to return to the initial search screen while retaining the previous search parameters, or it can be another method suggested by the Supplier.</i>		
75	Does your Solution allow designated users to specify the standard fields that are displayed in the search/query results by collection type?		
76	Does your Solution allow designated users to change the standard fields that are displayed without requiring additional intervention by the Supplier or other outside vendor?		
77	Does your Solution allow the user to change the fields that are displayed in the search/query results from the search/query results screen similar to the "Field Chooser" feature in Microsoft Outlook or the "Hide/Unhide Columns" feature in Microsoft Access?		
78	Does your Solution allow each individual user to save a set of preferred fields to be displayed in the individual user's search/query results?		
79	Does your Solution overwrite the user's preferred fields that are displayed in the search/query results if the standard fields that are displayed in the search/query results are changed?		
80	Does your Solution allow users to sort query results by one or more columns similar to Microsoft Outlook functionality where a user clicks on a column heading to sort by that column and clicks again to reverse the sort order?		
81	Does your Solution allow any column to be selected as the sort column?		
82	Does your Solution provide a "quick print" method for printing search/query results using only the columns, and data in those columns, that are displayed in the search/query results?		
83	Does your Solution's "quick print" method require the user to take more than two (2) steps? <i>If so, explain.</i>		
84	Does your Solution provide a method for accessing the details of a parent item from a child item in the search/query results? <i>Please explain.</i>		
85	Does your Solution provide a method for accessing the details of the child items from a parent item in the search/query results? <i>Please explain.</i>		

86	(E) Does your Solution allow users to move between individual result details without having to return to the main search/query results? <i>This can be similar to how Microsoft Windows Picture and Fax Viewer can move from picture to picture in a directory.</i>		
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Reports and Statistics

#	Specification	A	B
87	Can your Solution generate an ad hoc report or electronic document using only the columns, and data in those columns that are being displayed in the search/query results?		
88	Does your Solution's ad hoc report or electronic document generation method require the user to take more than two (2) steps? <i>If so, please explain.</i>		
89	Can your Solution be configured with up to fifty (50) reports to be specified by LVA during implementation?		
90	Does your Solution provide a method so that designated users can create additional standard reports in the future without requiring additional intervention by the Supplier or other outside vendor? <i>If this requires a third-party software (e.g., Crystal Reports) this must be specified in the Supplier's proposal.</i>		
91	Does your Solution provide a method for counting the total number of item records? <i>If so, please explain.</i>		
92	Does your Solution provide a method for breaking down the total item record count by collection type and zero or more fields specified by the user? <i>For example, if the user selects the "Media Type" field, then the results shall list the number of item records for each "Media Type" value (e.g., Microfilm 1008, X-Rays 10, Optical Media 45, etc.).</i>		
93	Does your Solution provide a method for counting the total number of Microform records? <i>Microform records are defined in Exhibit B - Descriptive Field Information.</i>		
94	Does your Solution allow users to create reports that use one or more fields, with the option to sort and group by any field?		
95	Does your Solution have the ability to use all transaction log data, including archived transaction log data, in reports?		
96	Does your Solution allow users to specify date ranges to limit any of the above reports (e.g., by hour, day, month, quarter, year)?		
97	Does your Solution generate invoices broken down by agency/locality, department and sub-departments? <i>The Solution does not require a payment tracking option. Please include description of the Solution's method.</i>		
98	(E) Does your Solution allow users to edit prices on invoices during invoice creation if items 51 and 52 are implemented?		

Security and Auditing

#	Specification	A	B
99	Does your Solution assign security rights by security group?		
100	Does your Solution allow for multiple security groups?		
101	Does your Solution allow LVA IT System Administrators to regulate which collection type data entry form is used by security group?		
102	Does your Solution allow LVA IT System Administrators to specify field by field, for all fields, which fields are visible by security group?		
103	Does your Solution allow LVA IT System Administrators to specify field by field, for all fields, which fields are searchable by security group?		
104	Does your Solution allow LVA IT System Administrators to specify field by field, for all fields (except non-editable transaction log fields), which fields are editable by security group?		
105	Does your Solution allow LVA Collection Administrators to have the ability to manage user accounts (e.g., account creation, change and removal, password reset, security group membership changes, etc.)?		
106	Does your Solution allow LVA IT System Administrators to specify by security group which search options (e.g., standard, advanced, etc.) are available?		
107	Does your Solution allow LVA IT System Administrators to specify which security groups are allowed to change the standard fields that are displayed in the search/query results?		
108	Does your Solution allow LVA Collection Administrators to change the standard fields that are displayed in the search/query results for a particular collection type?		
109	Does your Solution track all changes of any type made in the database in a non-editable transaction log?		
110	Does your Solution record in the non-editable transaction log the user who made a change and the date and time the change was made?		
111	Does your Solution record the information that existed prior to the change as part of the non-editable transaction log? <i>For example, if the value in the Volume Number field is changed from 19 to 32, then the non-editable transaction log should record that the original value of that field was 19.</i>		
112	Does your Solution allow read-only access to the non-editable transaction log to designated security groups?		
113	Does your Solution provide a method for querying the non-editable transaction log?		
114	Does your Solution allow LVA to specify which fields from the non-editable transaction log are included in the query results?		
115	Does your Solution allow a report to be created from the query results from the non-editable transaction log?		
116	Does your Solution provide a method for ensuring that the size of the non-editable transaction log does not impact system performance? <i>If so, please explain.</i>		
117	Does your Solution provide a method for permanently retaining the contents of the non-editable transaction log? <i>If so, please explain.</i>		

Client and Workstation Technical Specifications

#	Specification	A	B
118	Does your Solution meet or exceed the current hardware and software specifications of VITA and the Information Technology Partnership (ITP) that owns and administers LVA's desktop workstations. The current hardware specification levels are available on the Web at http://www.vita.virginia.gov/services/default.aspx?id=5036 . Please provide minimum specifications and recommended specifications.		
119	Can you provide a list of all software, including third-party applications, that must be installed on the client systems in order for the Solution to function as specified in Section 5 of the RFP? <i>If so, please provide.</i>		
120	(E) Does your Solution have a small client footprint requiring minimal additional software installed on the client?		

Server Technical Specifications

#	Specification	A	B
121	Does your Solution run on Microsoft Windows 2003 or greater? <i>Please include the minimum and recommended server specifications for the Solution and all operating systems on which it will function.</i>		
122	Does your Solution use Microsoft SQL 2005 or greater for the data platform? <i>Please include the recommended data platform specifications for the Solution and all data platforms on which it will function.</i>		
123	Does your Solution allow designated LVA users to have full administrative control of the Solution?		
124	(E) Can your firm provide a hosted environment? <i>If so, please describe.</i>		

Documentation			
#	Specification	A	B
125	Does your Solution provide detailed user and administration manuals that reflect the actual system as delivered (i.e., not the "off-the-shelf" version), that include complete installation, configuration and customization documentation for the server, client and any third-party application components?		
126	Does your Solution provide updates to the manuals and documentation specified above for the entire term of the contract?		
Training			
#	Specification	A	B
127	Does your Solution include on-site training at LVA and the State Records Center (SRC)? <i>LVA is located in downtown Richmond, Virginia, and the SRC is in Henrico County, near the Richmond Airport. The two locations are approximately six (6) miles apart.</i>		
128	Does your Solution include targeted training for the different user levels identified by LVA: IT System Administrators, Collection Administrators, State Records Users, Local Records Users, Private Papers Users, Imaging Services Users, Advanced Search Users, and Search/Retrieve Users?		
129	Does your Solution include hard copy training manuals for each individual participant in the targeted training identified above?		
130	Can your firm limit training class size to twelve (12) or fewer students?		
131	(E) Can your firm provide future training for users of all levels upon request? <i>It is expected that this would entail additional costs to be determined at the time LVA requests training.</i>		
Post-Implementation			
#	Specification	A	B
132	Can your firm provide technical support Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time?		
133	Can your firm provide its Service Level Agreements? <i>Please describe.</i>		
134	Can your firm provide a communication plan for addressing issues that arise after implementation, including an escalation path for unresolved issues? <i>Please provide example.</i>		
135	(E) Can your firm expand support hours from 5:00 p.m. to 6:00 p.m. Eastern Time?		
136	(E) Can your firm expand support hours to include Saturday, 9:00 a.m. to 5:00 p.m. Eastern Time?		
Standards and Policy Compliance			
#	Specification	A	B
137	Does your Solution comply with all VITA Policies, Standards and Guidelines, which are available on the Web at http://www.vita.virginia.gov/library/default.aspx?id=537 and http://www.vita.virginia.gov/library/default.aspx?id=663 ?		
138	Does your Solution adhere to the Library of Virginia's standards for public records which are available on the Web at http://www.lva.virginia.gov/agencies/records/manuals/vprmm.pdf ?		

139	Does your Solution allow LVA to follow guidelines set forth in the Agency and Locality General Records Retention and Disposition Schedules which are available on the Web at http://www.lva.virginia.gov/agencies/records/sched_state/index.htm and http://www.lva.virginia.gov/agencies/records/sched_local/index.htm ?		
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Testing			
#	Specification	A	B
140	Does your Solution include a test environment prior to data conversion that meets all functional requirements as specified in Section 5 of this RFP?		
141	Does your Solution provide a separate test environment for data conversion testing? <i>The Supplier shall not perform any data conversion in the LVA test environment until the LVA implementation team has certified that the LVA test environment meets all functional requirements specified in Section 5 of this RFP.</i>		
142	Can your firm update the LVA test environment as directed by LVA until the LVA implementation team certifies that the LVA test environment meets the functional requirements specified in Section 5 of this RFP?		
Data Conversion			
#	Specification	A	B
143	Can your firm import all data from all four (4) existing databases to the Solution? <i>LVA will provide database schema and exports from each system upon request.</i>		
144	Can your firm incorporate into the data conversion certain rules, as specified by LVA, for complex data mapping? <i>For example, if the agency/locality field begins with L then that item record should be imported as a Local Record collection type.</i>		
145	Can your firm execute as many data conversions as is necessary to correctly and fully import all data into the Solution? <i>The LVA implementation team shall make the final determination as to what constitutes a successful data import.</i>		

Project Management Requirements

#	Specification	A	B
146	Can your firm meet with LVA within ten (10) LVA business days subsequent to contract award to review the project plan and deliverables? <i>Please describe in detail and include your proposed project plan. See Exhibit J - Commonwealth of Virginia 2010 Holidays for a list of weekdays that LVA will be closed.</i>		
147	Can your firm propose a detailed project management plan within ten (10) LVA business days subsequent to the initial meeting? <i>Please provide example.</i>		
148	Does your project management plan include clear established lines of communication, authority, and responsibility with regard to management of the project?		
149	Does your project management plan include a date-independent timetable of all work to be performed, including a status update schedule and milestone reporting standard? <i>Please provide example.</i>		
150	Does your project management plan include work breakdown structures that detail the areas of responsibility and authority for Supplier and LVA implementation team members? <i>Please provide example.</i>		
151	Does your project management plan include a training plan that provides details on the content of each class, a date independent timetable, and information regarding the person(s) providing training? <i>Please provide example.</i>		
152	Does your project management plan include an escalation path to be used to address any issues that arise which are not, or cannot, be resolved using the normal lines of communication?		
153	Does your project management plan include a succession plan to accommodate any personnel changes on the Supplier's side (including personnel associated with all subcontractors)?		
154	Does your project management plan include a testing plan for validating all requirements as specified in Section 5 of this RFP?		
155	Can your firm revise the proposed project management plan as necessary until a final version is accepted by the LVA implementation team?		
156	Does your project management plan adhere to the Project Management Institute (PMI) standards for project management?		
157	Can your firm provide an individual or a set of individuals who will be the main point(s) of contact throughout the entire process? <i>Please describe and include resumes of each individual including any certifications held.</i>		
158	Can your firm's point(s) of contact be available from 8:00 a.m. to 5:00 p.m. Eastern Time for the duration of the project?		
159	Can your firm conduct status meetings in Richmond with the main point(s) of contact for both LVA and the Supplier during the post-processing and product deliverable phases?		

Exhibit B Definitions

Collection Record Type – Current Collection Record types are:

- Accession Record
- Local Record
- State Record
- Private Papers Record
- Imaging Services Record

Configuration – All changes made to a system using a normal off-the-shelf method (e.g., a screen where a designated user could change a displayed field name) provided by the system with the intent to allow the end users to make changes to meet their specific needs. These methods for changing the system can be performed by designated system users without requiring specific programming knowledge or additional intervention by the system supplier or other outside vendor.

Customization – All changes made to a system using something other than off-the-shelf methods (e.g., changing the source code, creating an add-on, etc.) that require specific programming knowledge or additional intervention by the system supplier or other outside vendor.

Designated Users – Users granted additional rights through security group membership.

Item Record – An entry in a database that *describes or identifies* a physical item in the LVA's holdings, or describes and identifies a particular accession. Item records will be one of five (5) types: Accession Record, Local Record, State Record, Private Papers Record, Imaging Services Record.

Record – A physical item (e.g., paper document, microfilm reel, CD, etc.) that is processed and managed, by LVA users.

User and Group Types and Rights:

Collection Administrator-

- Create new users
- Change user information (e.g., name, password, assigned collection record types, etc.) for any user except IT System Administrators
- Make configuration changes to their assigned collection record type such as lookup list changes, field name changes, etc.
- Make configuration changes to the Accession collection record type.

General Public-

- View rights only to Local Record, State Record and Private Paper Record collection record types.
- Limited view rights to item record fields dependent upon the item record's collection record type.

IT System Administrator-

- Full administrative rights to every aspect of the Solution.

Public Services-

- View and edit location rights only to item records of the Local Record, State Record and Private Paper Record collection record types.
- Limited view rights to item record fields dependent upon the item record's collection record type.

Standard User –

- Create and edit rights only to item records of their assigned collection record types
- View rights to all collection record types but limited as to which fields are visible on item records

Exhibit B

Descriptive Field Information

Collection Types

Accession Record

Is to contain the following information:

- Accession Number – auto-generated number. The format for new accession numbers is flexible but the Solution is to accommodate legacy accession numbers which can be up to 10 alpha-numeric characters with various punctuation. Legacy data is to accommodate single or multiple accession numbers.
- Date Received – date field. Entered by user because it may not be same date as data entry.
- Date Accessioned – date field. Date accession entry is created in the Solution. It does not need to be an editable or visible field on data entry screen, but is to be visible in search and query results.
- Collection Type – lookup list (Private, State or Local).
- Type of Private Collection – lookup list, only an option if Private is selected as the Collection Type.
- Accession Title and Dates – text field.
- Acquisition Type – lookup list.
- Extent – text field. No calculations will be done on this field.
- Source Agency/Locality Name – lookup list. Contents based on security group (e.g., State Records would see only Agencies and Local Records would see only Localities. Not an option if Private is selected as the Collection Type). Is to accommodate legacy data.
- Source/Donor Name – text field, only an option if Private is selected as the Collection Type.
- Source/Donor Address – text field, only an option if Private is selected as the Collection Type.
- Source/Owner Name – text field, only an option if Private is selected as the Collection Type.
- Source/Owner Address – text field, only an option if Private is selected as the Collection Type.
- Accession Notes – text field.

State Record

Is to contain the following information:

- Accession number – text field. Is to allow for multiple, single, or no Accession number(s). Solution is to accommodate legacy accession numbers which can be up to 10 alpha-numeric characters with various punctuation.
- Barcode – auto-generated by Solution.
- Agency Information – lookup list. User would not need to enter all information; Solution would fill certain subsequent fields based on selection.
 - Agency Name
 - Code (Agency code is the Department of Accounts ID Code)
- Record Group – lookup list.
- Department – lookup list limited by which Agency is selected.
- Sub-Department – lookup list limited by which department is selected.
- State Series Title – text field.
- State Sub-Series Title – text field.
- Dates Covered – text field. Formats used and level of detail in the date field vary greatly.
- Content Range – text field.
- Box/Volume Number – text field.
- Description – text field.
- Extended Description – text field. Legacy data only. Is to be visible in search results but will not be editable in new Solution except by Administrator.
- Container Type – lookup list.
- Media Type – lookup list.
- Old/LVA Location – text field. Legacy data only. Is to be visible in search results but will not be editable in new Solution except by Administrator.
- Retention Series Information – lookup list. User would not need to enter both number and title; Solution would fill one or the other based on user selection. Retention Series Information includes:
 - Retention Series Number
 - Retention Series Title
 - Retention Schedule Number
 - Retention Schedule Name
- General Location/Warehouse – lookup list. Where item will permanently reside.

- Shelf Location – alpha-numerical shelf location. This field is to allow input from a barcode scanner while also allowing the option for a user to enter by hand. Is to be able to handle two different shelf location code formats (e.g., 04/D/45/04/03 and 01-01-02-02-1).
- Checked Out To – lookup list. The item's temporary location can be a person or place. This field is to allow input from a barcode scanner while also allowing the option for a user to select it from a lookup list.
- Disaster Recovery Priority – rating level 1-5.
- Restricted – Yes/No/Review.
- Restriction Detail – long text field.
- Restrictions Virginia Code Citation – lookup list with ability to select multiple items is preferred, otherwise text field is acceptable.
- Restricted Until – date field.
- Processed – Yes/No.
- Finding Aid – with option to put in pointer/link to finding aid.
- Box listing/RM-17 – with option to put in pointer/link to scanned document.
- Notes field – text field.

Local Record

Is to contain the following information:

- Accession number – text field. Is to allow for multiple, single or no Accession number(s). Solution is to accommodate legacy accession numbers which can be up to 10 alpha-numeric characters with various punctuation.
- Barcode – auto-generated by Solution.
- Locality Information – lookup list. User would not need to enter all information; Solution would fill certain subsequent fields based on selection.
 - Locality Name
 - Code (Locality code is the Federal Information Processing Standards ID Code)
- Department – lookup list limited by which Locality is selected; not all localities have Departments.
- Sub-department – lookup list limited by which Department is selected.
- Local Court – lookup list limited by which Locality is selected.
- Local Series Title – lookup list limited by list which Locality or Department is selected.
- Local Sub- Series Title – text field.
- Dates Covered – text field. Formats used and level of detail in the date field vary greatly.
- Content Range – text field.
- Box/Volume Number – text field.
- Description – text field.
- Extended Description – text field. Legacy data only. Is to be visible in search results but will not be editable in new Solution except by Administrator.
- Container Type – lookup list.
- Media Type – lookup list.
- Old/LVA Location – text field. Legacy data only. Is to be visible in search results but will not be editable in new Solution except by Administrator.
- Retention Series Information – lookup list. User would not need to enter both number and title, Solution would fill one or the other based on user selection. Retention Series Information includes:
 - Retention Series Number
 - Retention Series Title
 - Retention Schedule Number
 - Retention Schedule Name
- General Location/Warehouse – lookup list. Where item will permanently reside.

- Shelf Location - alpha-numerical shelf location. This field is to allow input from a barcode scanner while also allowing the option for a user to enter by hand.
- Checked Out To – lookup list. The item's temporary location can be a person or place. This field is to allow input from a barcode scanner while also allowing the option for a user to select it from a lookup list.
- Disaster Recovery Priority – rating level 1-5.
- Restricted – Yes/No/Review.
- Restriction Detail – long text field.
- Restrictions Virginia Code Citation – lookup list with ability to select multiple items is preferred, otherwise text field is acceptable.
- Restricted Until – date field.
- Processed – Yes/No.
- Finding Aid – with option to put in pointer/link to finding aid.
- Box listing/RM-17 – with option to put in pointer/link to scanned document.
- Notes field – text field.

Private Papers Record

Is to contain the following information:

- Accession number – text field. Is to allow for multiple, single, or no Accession number(s). Solution is to accommodate legacy accession numbers which can be up to 10 alpha-numeric characters with various punctuation.
- Barcode – auto-generated by Solution.
- Type of Private Collection – lookup list.
- Collection Title – text field.
- Sub-Title – text field.
- Dates Covered – text field. Formats used and level of detail in the date field vary greatly.
- Box/Volume Number – text field.
- Description – text field.
- Extended Description – text field. Legacy data only. Is to be visible in search results but will not be editable in new Solution except by Administrator.
- Container Type – lookup list.
- Media Type – lookup list.
- General Location/Warehouse – lookup list. Where item will permanently reside.
- Shelf Location – alpha-numerical shelf location. This field is to allow input from a barcode scanner while also allowing the option for a user to enter by hand.
- Checked Out To – lookup list. The item's temporary location can be a person or place. This field is to allow input from a barcode scanner while also allowing the option for a user to select it from a lookup list.
- Beginning Location – text field. Legacy data only. Not on data entry form, but is to be visible in search results but will not be editable in new Solution except by Administrator.
- Ending Location – text field. Legacy data only. Not on data entry form, but is to be visible in search results but will not be editable in new Solution except by Administrator.
- Disaster Recovery Priority – rating level 1-5.
- Restricted – Yes/No/Review.
- Restriction Detail – long text field.
- Restricted Until – date field.
- Processed – Yes/No.
- Notes field – text field.

Imaging Services Record

Explanation of current hierarchy:

1. Microform Storage Box – box that contains multiple microforms. It is effectively a location on a shelf, and will have barcode on the box. This is the equivalent of a shelf location for State, Local, and Private Papers.
2. Microform (reel, DVD, etc.) – container of all Title Records. May have multiple Title records per microform object, but each microform is to have unique identifier/barcode that will be printed and put on both the reel (clear label) and the reel box (white label). This is the equivalent of a box for State, Local, and Private Papers.
3. Titles – smallest, most specific record type. May be multiple titles on each microform. This is the equivalent of a folder for State, Local, and Private Papers.

Additional Imaging Services Information:

- Microfilm reels are the most common microform type for Imaging Services.
- Microfilm reels will have 2 labels printed for each; one clear label attached to the film itself, and one white label attached to the reel box.
- Microfilm reels may have multiple Titles per reel. Titles will have unique internal identifiers/barcodes in the new Solution. These identifiers will never be printed on labels and cannot be used to check out titles individually; parent Microform is to be checked out in its entirety.
- Titles may have multiple volume numbers and date ranges.
- Imaging Services may have any or all of the following types of records located on a single roll of microfilm:
 - Local records - deeds, wills, plats, bonds, orders, etc.
 - State records - taxes, professional licensing, health, adoption, loans, etc.
 - Newspapers – Virginia newspapers, current or defunct.
 - Private Papers – records from churches, businesses, individuals, organizations.
- Imaging Services also stores other non-paper media:
 - DVD, CD, VHS, hard drives, platters, microfiche, 16mm (movie) film, reel-to-reel, audio-cassette, tapes.
 - Microfilm reels are stored in individual reel boxes. A microform storage box contains up to 50 reel boxes. These storage boxes are housed on a shelf in the Media Vault. Multiple storage boxes will occupy a shelf.

Microform/imaging services records is to contain the following information:

(Refer to No. 2 in “Explanation of current hierarchy”section above)

- Microform barcode – auto-generated by Solution. Is to have the ability to scan, type in, or select from list if dealing with an existing barcode/record.
- Contents of microform – text field. Listing of all Titles on a reel.

- Begin Volume number—legacy data only. Is to be visible in search results but will not be editable in new Solution except by Administrator.
- End Volume number—legacy data only. Is to be visible in search results but will not be editable in new Solution except by Administrator.
- Reel number – alpha-numerical field. Number assigned from Circuit Court clerk’s numbering system. May have two reel numbers with a separator between the two in the form of a dash, comma, semi-colon, etc.
- Accession number – text field. Is to allow for multiple, single, or no Accession number(s).
- Producer – lookup list.
- Entry Date – date field.
- Generation – lookup list.
- Manufacturer – lookup list.
- Media Size—lookup list.
- Media Format –lookup list.
- Media Type – lookup list.
- QC Approved – Yes/No.
- Shelf Location – alpha-numerical shelf location. This field is to allow input from a barcode scanner while also allowing the option for a user to enter by hand. ARMIS does not store shelf information so there is no existing data in the current system although Media Vault shelves are labeled (format: 02-02-08-04-01).
- Checked Out To – lookup list. The item’s temporary location can be a person or place. This field is to allow input from a barcode scanner while also allowing the option for a user to select it from a lookup list.
- Microform Listing/RM-17 - with option to put in pointer/link to scanned document
- Notes field – text field.

Standard Title (non-Private Papers) records is to contain the following information:

(Refer to No. 3 in “Explanation of current hierarchy” section above)

- Agency/Locality Information – lookup list. User would not need to enter all information; Solution would fill certain subsequent fields based on selection.
 - Agency/Locality Name
 - Code (Code is Department of Accounts ID code or Federal Information Processing Standards ID code)
- Department – lookup list limited by which Agency/Locality is selected; not applicable for some agencies/localities.
- Sub-department – lookup list limited by which Department is selected.
- Entity of Origin Name – lookup list. This is the Agency/Locality that created the record. Ability to select multiple items is preferred, otherwise text field is acceptable.

- Title/Series – lookup list limited by which Agency/Locality or Entity selected.
- Sub-series – lookup list limited by Title/Series or Entity selected.
- Court Type – lookup list. Ability to select multiple items is preferred, otherwise text field is acceptable.
- Description – text field.
- Record classification – text field. Legacy data only. Is to be visible in search results but will not be editable in new Solution except by Administrator.
- Volume number – text field. A problem exists if there is “missing” volume on the roll of film; by entering 1 through 3 for beginning and ending volume fields, it gives a false impression that 2 is there but in reality it may be missing. This is also true for supplemental books. Supplier suggestions on this are welcome.
- Begin Date – date field (yyyy).
- End Date – date field (yyyy).
- Retention Series Information – lookup list. User would not need to enter both number and title, Solution would fill one or the other based on user selection. Lists include:
 - Retention Series Number
 - Retention Series Title
 - Retention Schedule Number
 - Retention Schedule Name
- Destruction Date – date field (mm/yyyy).
- Notes - text field.

Private Papers Title microform records is to have the following information:

(Refer to No. 3 in “Explanation of current hierarchy” section above)

- Type of Private Collection – lookup list.
- Proper/Church name – text field. These are two separate fields in the current database and are to be combined.
- Description – text field (brief description of item on film).
- Volume number – alpha-numeric text field. A problem exists if there is “missing” volume on the roll of film. By entering 1 through 3 for beginning and ending volume fields, it gives a false impression that 2 is there but in reality it may be missing. This is also true for supplemental books. Supplier suggestions on this are welcome.
- Begin Date – date field (yyyy).
- End Date – date field (yyyy).
- Accession number – text field. Is to allow for multiple, single, or no Accession number(s). Solution is to accommodate legacy accession numbers which can be up to 10 alpha-numeric characters with various punctuation.
- Notes field – text field.

Rate Card

POSITION	DESCRIPTION OF SERVICES PROVIDED	HOURLY RATE
Project Manager	Project Management, System Architecture Analysis	\$ 225.00
Software Engineer	Application Design changes, Application code changes, server configuration.	\$ 225.00
Quality Assurance Engineer	Testing of code changes.	\$ 195.00

**The line items may be used for future projects.*

04-01-01-22-3



04-01-01-22-4



04-01-01-23-1



04-01-01-23-2



04-01-01-23-3



04-01-01-23-4



04-01-01-24-1



04-01-01-24-2



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The Library of Virginia

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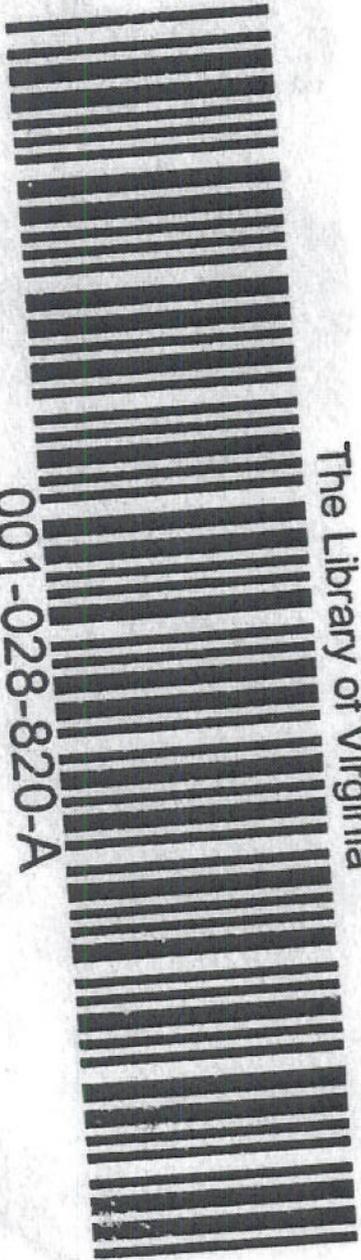


EXHIBIT F
CONTRACT NUMBER VA-000000-XXXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SUPPLIER

Exhibit F is hereby incorporated into and made an integral part of Contract Number VA-000000-XXXX (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Supplier (“Supplier”).

In the event of any discrepancy between this Exhibit F and Contract No. VA-000000-XXXX, the provisions of Contract No. VA-000000-XXXX shall control.

STATEMENT OF WORK

This Statement of Work is issued by VITA on behalf of LVA, 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 an AIGAR Replacement Solution (“Solution”).

1. Project Scope and Understanding of the Requirements

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

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

2. Contract Products and Services to Support the Requirements

a. Solution Components

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

b. Services

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

c. Training and Knowledge Transfer

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

d. Support

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

3. Project Events and Tasks

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

4. Period of Performance

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

5. Place of Performance

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

6. Milestones, Deliverables, Payment Schedule, and Holdbacks

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

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

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

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

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

- o Site survey report:
- o Training manual:
- o Solution: See Sections 1 and 2 above.

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

Any inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and

original works of authorship discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the execution of this Statement of Work shall be deemed Work Product. Configuration of software shall not be deemed Work Product. All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

If travel expenses are not included in the **fixed price** of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf>).

7. Acceptance Criteria

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

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

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

8. Assumptions and Project Roles and Responsibilities

This section contains assumptions specific to this engagement.

State assumptions here.

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

(Sample Responsibility Matrix)

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

Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

9. Security Requirements

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

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

10. Risk Management

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

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

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

11. Reporting

The following are examples of reporting requirements which may be included in the Statement of Work by the Authorized User.

Weekly Status Update. The 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: Jane Williamson

Supplier: [REDACTED]

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

Supplier

VITA

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT H LICENSE AGREEMENT ADDENDUM

The Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and _____ ("Supplier"), a business incorporated in _____, F.E.I.N. _____, having its principal place of business at _____, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract ("_____") provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contract and together shall govern the use of any and all _____ (name of) _____ Software licensed by the Commonwealth under this agreement whether or not specifically referenced in the order document.

Supplier represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

This contract is executed by VITA on behalf of all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and hereinafter referred to as "Authorized Users."

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 granted by Supplier shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, such license shall be held by that public body.

As used herein, the term "contract" shall mean the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "Customer," "You," and/or "you," as used in the contract, shall mean, as applicable, VITA, the Commonwealth, any Authorized User, or any of their officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract, none of the following shall have any effect or be enforceable against VITA, the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents:

1. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
2. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
3. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
4. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the contract is considered in effect;
5. Delaying the acceptance of the contract or its effective date beyond the date of execution;
6. Requiring any total or partial compensation or payment for lost profit or liquidated damages by VITA, the Commonwealth, any Authorized User, or their officers, directors, employees or agents if the contract is terminated before its ordinary period;

7. Permitting termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;
8. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
9. Permitting unilateral modification of the contract by Supplier;
10. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides to any Authorized User an update or upgrade subject to additional payment, such Authorized User shall have the right to reject such update or upgrade;
11. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the Commonwealth, VITA, or any Authorized User to receive or maintain the benefits of Supplier's indemnification of the Commonwealth, VITA, or such Authorized User against any claims of infringement on any third-party intellectual property rights;
12. Imposing any interest charge(s) contrary to that specified by §2.2-4347 et seq. of the Code of Virginia;
13. Requiring the Commonwealth, VITA, or any Authorized User to maintain any type of insurance either for the benefit of the Commonwealth, VITA, or such Authorized User or for Supplier's benefit;
14. Granting Supplier a security interest in property of the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents;
15. Requiring the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of VITA or any Authorized User;
17. Limiting or adding to the time period within which claims can be made or actions can be brought;
18. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents is a named party;
19. Binding the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
20. Obligating the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to pay costs of collection or attorney's fees;
21. Limiting the liability of Supplier for property damage or personal injury;
22. Requiring any dispute resolution procedure(s) other than those in accordance with §2.2-4363 et seq. of the Code of Virginia;
23. Prohibiting the Commonwealth, VITA, or any Authorized User from transferring or assigning to any entity the contract or any license to Software pursuant to the contract;
24. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of VITA except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
25. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of VITA or any Authorized User;

26. Permitting Supplier to access any Commonwealth or Authorized User records or data, except pursuant to court order;
27. Permitting Supplier to use any information provided by the Commonwealth or any Authorized User except for Supplier's own internal administrative purposes;
28. Requiring the Commonwealth, VITA, or any Authorized User to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
29. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia.

The parties further agree as follows:

30. The contractual provisions at the following URL are mandatory provisions, required by law or by VITA, that are hereby incorporated by reference:
<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>
31. The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in VITA policy. 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 URL periodically.
32. The contractual claims provision §2.2-4363 of the Code of Virginia is also incorporated by reference.
33. 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.
34. Supplier shall comply with all applicable federal, state, and local laws, regulations, and ordinances.
35. The Commonwealth does not waive its sovereign immunity or its immunity under the Eleventh Amendment.
36. The Commonwealth is tax exempt and shall not be responsible for payment of taxes, duties, or penalties.
37. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
38. Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.
39. Any Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the

Supplier's standard form contract shall limit such third parties' from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, contractor, or subcontractor of an Authorized User during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.

- 40. Nothing in this contract shall be construed as conveying any rights or interest in Commonwealth or Authorized User data to Supplier.
- 41. The currency which shall be used for this contract is United States Dollars. Any claim which may arise hereunder shall be settled in United States Dollars.
- 42. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the appropriate Authorized User and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts.
- 43. All payment obligations under this contract are subject to the availability of federal, state, and/or local appropriations for this purpose. In the event of non-appropriation of funds for the items under this contract, VITA may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations.
- 44. An Authorized User may require that Supplier personnel submit to a criminal background check prior to performance of any services under this contract.

This contract, consisting of this VITA addendum and the Supplier's standard form contract, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of VITA. Its substantive terms are appropriate to the needs of VITA and sufficient funds have been allocated for its performance by VITA.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Supplier

VITA

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I

CERTIFICATION REGARDING LOBBYING

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

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

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

Signature:



Printed Name:

Tim BUTLER

Organization:

INFOLINA

Date:

6-1-2010

Exhibit J

Commonwealth of Virginia 2010 Holidays

Offices in the Commonwealth of Virginia are scheduled to be closed on the following weekdays in 2010:

Monday, February 15

Friday, May 28

Monday, May 31

Monday, July 5

Monday, September 6

Monday, October 11

Thursday, November 11

Thursday, November 25

Thursday, November 26

Friday, December 24

Friday, December 31