



Commonwealth of Virginia
Virginia Information Technologies Agency

GRANTS MANAGEMENT SOLUTIONS (GMS)

Date: January 20, 2015

Contract #: VA-110215-TTEM

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

Contractor: Tetra Tech EM, Inc.
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FIN: 62-1080561

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Term: February 15, 2015 - February 14, 2016

Payment: Net 30 days

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Supply Chain Management
Virginia Information Technologies Agency

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

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



COMMONWEALTH of VIRGINIA

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

Virginia Information Technologies Agency

11751 Meadowville Lane
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January 15, 2015

Andy Mazzeo
Tetra Tech Em Inc
240 Continental Drive
Suite 200
Newark Delaware 19713

Mr. Mazzeo,

Per Section 3.A. ("Term and Termination") of contract VA-110215-TTEM, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from February 15, 2015 through February 14, 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-110215-TTEM
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
TETRA TECH EM INC.**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-110215-TTEM.

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 9.
"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 "Software and Deliverable Acceptance Criteria" in Section 9 Subsection A on Contract Pages 13-14; "Solution Acceptance Criteria" in Section 9 Subsection c on Contract Page 14.
"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 22-23.
"In the event of a settlement between Supplier and private 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 24 Subsection E on Contract Page 25.
"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-110215-TTEM 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.

TETRA TECH EM INC.

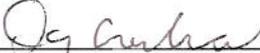
BY: 

NAME: Andrew Mazzeo

TITLE: Northeast Operations Manger

DATE: September 02, 2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Delia Cranston

TITLE: VVA Security Mgr

DATE: 9/2/14



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

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

January 8, 2014

Andy Mazzeo
Tetra Tech EM Inc.

Per Section 3.A. ("Term and Termination") of contract VA-110215-TTEM, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from February 15, 2014 through February 14, 2015. Should you have any questions, please feel free to contact me.

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



Grants Management Solutions (GMS) Information Technology Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Tetra Tech EM Inc.

**GRANTS MANAGEMENT SOLUTION (GMS)
INFORMATION TECHNOLOGY SOLUTION CONTRACT
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GRANTS MANAGEMENT SOLUTIONS (GMS) INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS GMS 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 Tetra Tech EM Inc. (Supplier), a corporation headquartered at 240 Continental Drive – Suite 200, Newark, DE 19713 to be effective as of February 15, 2011 (Effective Date).

1. PURPOSE

The Supplier shall provide a Grants Management Solution (GMS) for the management of the End-to-End request and distribution process of grant funds to include the implementation of the GMS; training of the GMS and ongoing support services as related to the GMS.

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for Authorized Users a solution for the Grants Management Solution ("Solution"), and to provide various 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, performance, operational, compatibility, Acceptance testing 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. In case of conflict, see the Entire Contract clause for order of precedence.

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, if distinct from Supplier.

O. Statement of Work (SOW)

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing 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 two (2) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period 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 appropriate and reasonable assistance as VITA or an Authorized User may reasonably require to transition Solution-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of a GMS. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed three (3) months. In the event of a termination for breach and/or default of Supplier, 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 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

- 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.

Nothing contained herein shall be construed to restrict or limit the rights of the Commonwealth or any Authorized User to use any technical data, which the Commonwealth or such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license or for which such license was purchased and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit B and identified on any order issued pursuant to this Contract.

The project specific license authorizes use of the Software on any CPU; system owned or opted by the Commonwealth or an Authorized User, and by any user, without limitation as to quantity or location for GMS.

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 in Exhibit A 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 RFP or RFQ specified or if Exhibit A or Supplier's quote 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 of twelve (12) months 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 one percent (01%) 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, unless mutually agreed upon modifications to the project schedule are applied through the proposed change management plan of the Authorized User's particular order. 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 within fifteen business (15) days, or within such other period as set forth in the applicable SOW, after receipt of the Software or Deliverable. Acceptance testing will be no longer than thirty (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. 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) business days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier 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) business days after deployment of the Solution. Acceptance testing will be completed within thirty (30) 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. 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 B.

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 twenty (20) business 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

Supplier will provide support to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Solution. Supplier will provide support coverage during standard business hours of Monday through Friday, from the hours of 8:00 a.m. Eastern Time to 5:00 p.m. Eastern Time, excluding Commonwealth of Virginia designated holidays.

D. Service Levels

Resolve all problems according to Exhibit H.

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

Refer to Exhibit H

G. Remedies

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 seven (7) 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 as described in Exhibit B of this Contract. 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. Supplier warrants that it shall make Support Services available for all the Solution components listed in Exhibit B 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

The Solution fee includes all costs for the training of five (5) 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 B.

Supplier shall deliver to any Authorized User, five (5) 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 B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract. 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 B 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 Exhibit B 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. [If only one Solution contract is to be awarded] 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 B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). 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/scm/default.aspx?id=97>.

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/scm/default.aspx?id=97>

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 C (Escrow Agreement). Supplier acknowledges that, within 25 business days of the Effective Date, it will deliver to VITA an executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. The escrow agreement will 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 (Exhibit C) and include the most current version used by all Authorized Users of:

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

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on 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 \$1,000,000 per occurrence.

21. 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.

22. 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.

23. 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.

24. 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 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 aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the

terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit 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

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

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

H. No Waiver

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

I. Assignment

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

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

J. Captions

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

K. Severability

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

L. Survival

The provisions of this Contract regarding 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. 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.

Q. 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 Pricing
- iii). Exhibit C Escrow Agreement
- iv). Exhibit D Statement of Work (SOW) Template
- v). Exhibit E Reserved
- vi). Exhibit F Reserved
- vii). Exhibit G Certification Regarding Lobbying
- viii). Exhibit H Service Level Agreement

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

Supplier
 By: 
 (Signature)
 Name: Chad Dobrei
 (Print)
 Title: Vice President
 Date: 2/8/11

VITA
 By: 
 (Signature)
 Name: Doug Greenshaw
 (Print)
 Title: VITA Sourcing Manager
 Date: 2/24/11

Address for Notice:
Chad.dobrei@tetratech.com

Address for Notice:
11751 Meadowville Lane

Attention: _____

Attention: Contract Administrator

**EXHIBIT A SOLUTION REQUIREMENTS
 CONTRACT NUMBER VA-110215-TTEM
 BETWEEN
 VIRGINIA INFORMATION TECHNOLOGIES AGENCY
 AND
 TETRA TECH EM INC.**

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit A and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

5.A General Requirements and Functionality			
1.0	Is your Grants Management Solution (GMS) a hosted or web-based Solution? Please provide a detailed description of the type of GMS Solution and how it is delivered.	Yes	It is a web-based solution delivered through a secured server.
1.2	How long has your GMS been in operational use by customers?		7 years
1.3	Is your GMS available for demonstration?	Yes	
1.4	Does your GMS provide Role Based access to the system? If yes, explain how the Role Based access is delivered and describe all Role Based Types (ie: System Administrator).	Yes	All user accounts are assigned to one primary role and can also be associated with multiple secondary roles. Role definitions flexible/ customizable and are usually defined during initial requirements gathering. There are no pre-set roles that the system comes with; roles entered and used in EGMS reflect real-life business roles. Usually, an Administrator role is defined to account for users that require system-wide access. System access is customizable by role and also at the user level. For example, maybe one role needs the option to create Budget Revisions and others do not. EGMS allows this type of customized system access to be configured for each role through an interface on the front-end of the application. The same applies for users; some users require specific system access that may go above and beyond that defined for their role or other roles.
1.5	Does the GMS allow the customer to be responsible for management and administration of Authorized Users of the tool? If yes, explain.	Yes	User account requests are directed to a section in the administrative section of the tool, where approved SAA roles can review and approve/reject accounts and update user information. SAA administrators also have access to update role and user level module access, so they can assign certain users a higher or different level of system access than other users.
1.6	Does your GMS provide unlimited user access for up to 250 users?	Yes	EGMS places no constraint on the number of user accounts that may have

5.A General Requirements and Functionality			
			access to the system.
1.7	Provide your definition of "unlimited user access", (to include all services and features).		EGMS provides 24 hour 7 days a week access for all users to complete business transactions in the system. This applies both to Sub-Grantee users and GMO/SAA users. The level of access they have to the system, in terms of which business processes and modules they may access as a user, is based on their role and account set up as described in 1.3 above.
1.8	How many user accounts are included your standard GMS?	<i>N/A</i>	This is completely based on the number of SAA users that the state requires and the number of Sub-Grantees that require access to the system. There is no standard number of accounts.
1.9	VDEM monitors Sub-Grantees and localities for financial and programmatic adherence to guidance. Does the GMS generate a randomly selected list of localities for us to monitor? If yes, explain how this is accomplished.	<i>No</i>	EGMS does include some standard document and question/answer based monitoring reporting. It does not include functionality for generated random lists for monitoring. Such functionality could be developed at some point in the future. Implementation of this feature would be at an additional cost.
2.0	Does your GMS allow for Grant Monitoring? Please provide details on how Grant Monitoring is delivered to include confirming that the monitoring was completed.	<i>Yes</i>	EGMS includes a monitoring module where VDEM auditors can go to complete On-Site, Desktop, and Fiscal reports (including document upload and photolog generation capabilities) for individual Sub-Grantees. These reports may be used to measure and document for future reference adherence to grant guidance. Monitoring reports may only be created by SAA user accounts; however, once complete, the reports are made available to be viewed by applicable Sub-Grantees. Specific monitoring questions/checklists can be specified by the SAA and results memorialized in these reports.
2.1	Are all grant data manipulation tracked with user-ID, activity description and date/time stamp? If yes, explain in detail.	<i>Yes</i>	EGMS includes a built-in Workflow Engine that is used to track requests and processes as they move through the SAA-specified business workflows. All actions taken by users within these workflows are logged. As requests/applications/etc. move through the workflows, EGMS presents an activity log that shows previous actions taken by users. For example, rejection actions, approval actions, review actions may all be logged in these workflows based on the SAA workflow specifications.
2.2	Does your GMS track all system activity? If so, what specific system activity information will be collected, what methods will be used to collect and store the data, and how will users and auditors search and retrieve the data?	<i>No</i>	All activity to this point deemed pertinent to grant management is logged in EGMS; however, we are not ready to say all system activity is tracked. System activity that is tracked includes activity such as creating, saving, submitting, and deleting records and login/logout.
2.3	Do all system generated emails include link(s) to the appropriate area of the system for email recipients to view the current status of the subject event?	<i>Yes, future</i>	Current EGMS users have not required this; however, this would not be a major change and could be implemented fairly easily after deployment of the base EGMS system. Implementation of this feature would be at an additional cost.
2.4	Does your site have XML integration enabled?	<i>No</i>	This requirement is currently being evaluated as part of potential implementation for the Commonwealth of Pennsylvania. Implementation of this feature would be at an additional cost.
2.5	Does your GMS interface with existing customer ERP GMSs such as:	<i>No</i>	This requirement is currently being evaluated as part of potential implementation

5.A General Requirements and Functionality			
	Oracle Financials, PeopleSoft Financials, SAP, etc?		for the Commonwealth of Pennsylvania. Implementation of this feature would be at an additional cost.
2.6	List all (industry standards) financial ERPs with which you have successfully interfaces.	<i>None</i>	
2.7	Will your GMS support an interface with both automated financial management systems and/or manual accounts payable processes to facilitate the electronic payment or funds transfer? If so, how is accomplished?	<i>No</i>	This requirement is currently being evaluated as part of potential implementation for the Commonwealth of Pennsylvania. Implementation of this feature would be at an additional cost.
2.8	Can report data be exported for use in other formats and/or solutions or systems? If so, which formats and/or solutions and systems does your GMS support?	<i>Yes</i>	Existing functionality supports report exports to Microsoft Excel. Future development could support export to XML templates. Implementation of the XML feature would be at an additional cost.
2.9	Does your GMS currently interface with existing customer e-procurement portals similar to the Commonwealth's eVA portal GMS? If yes, did you perform the actual interface development?	<i>No</i>	Implementation of this feature would be at an additional cost.
3.0	Does your GMS provide a secure web accessible GMS to assist in the development of state level strategy, evaluation, and assessment, and reporting requirements associated with Department of Homeland Security and other grant awards managed by VDEM?	<i>Yes</i>	
3.1	Have you worked with other governmental entities on business requirements and workflow design for a GMS? If yes, provide details of which governmental entities you have developed GMS business requirements and workflow designs.	<i>Yes</i>	State of Missouri - Office of Homeland Security State of Ohio - Emergency Management Agency
3.2	What is the high-level design of your GMS's data stores and what tools were used in their designs?		EGMS uses SQL Server for its implementation of the Data Layer database. Entity-relationship diagram available upon request.
3.3	Does your GMS edit, modify, undo data entry errors? If so, how does the GMS track these changes?	<i>No</i>	Users are responsible for editing data entry errors through the front end and EGMS provides the front-end capacity for editing such errors. EGMS will allow entry of data as long as they do not break any business-level system constraints. For example, EGMS will not allow money to be moved from a budget item if that item has already been fully reimbursed.
3.4	Does your GMS archive the system activity data? If so, when is the system activity data archived and how do the users access the archived data?	<i>Yes</i>	All activity data is archived in tables on the data layer and archived through system backups with the rest of the system data.
3.5	Does your GMS track all changes to business rules, business objects, module level changes, user activity, process tracking, and system errors? If so, what specific Change Control information will be collected, what methods will be used to collect and store the data, and how will users and auditors search and retrieve the data?	<i>No</i>	Such changes would be managed and documented through means outside of the system. EGMS does not include a software-implemented function to track changes made to things like approval processes. It does however maintain logs for all previously completed business actions.

5.A General Requirements and Functionality			
3.6	Does your GMS archive the Change Control data? If so, when is the Change Control data archived and how do the users access the archived data?	No	
3.7	Does your GMS utilize electronic forms? If so, how?	Yes	EGMS generates printer-friendly HTML forms for reports and pages in numerous places throughout the system. Tetra Tech has also worked with other clients on developing electronic documents such as workflow specific pdf documents; however, their development would be reviewed and implemented on an individual basis as requirements dictate and schedule/budget allows.
3.8	Does your GMS allow electronic documents to be uploaded into the system and attached to transactions? If so, what electronic format(s) are available and how does the GMS index, store, retrieve, display and print electronic documents?	Yes	All workflow in EGMS allows electronic documents to be uploaded. A 'Document' section is also available to upload guidance-related documents.
3.9	Does your GMS address security? If yes, provide details on how this is delivered. (Include an attachment to detail the levels of security inherent in your GMS and what options can be added to support unique customer requirements to ensure confidentiality.)	Yes	Tetra Tech has developed a Disaster Recovery Plan – Updated: 9/30/2008. Can be provided by VITA on request.
4.0	Does your GMS provide standard data encryption techniques? If so, define in detail at all levels. If applicable, what additional options maybe added?	Yes	EGMS applications hosted on our servers include SSL data encryption.
4.1	Given the desire for electronic payment, with approval from Department of Accounts (DOA), please describe in detail how this process will work and what safeguards and security measures will be employed to ensure audit compliance.	No	Tetra Tech does not plan to implement electronic payment as part of our EGMS application. That being, no electronic transfer of funds between accounts will be supported.
4.2	Does your GMS support unique user identifiers and role-based authorization with strong passwords and system defined expiration periods? If so, how is this accomplished?	Yes	See 1.3 regarding role based authorization. Tetra Tech has implemented strong passwords and system defined expiration period for user passwords previously in EGMS.
4.3	Does your GMS provide an dwell-time automatic logoff feature? If yes, how is this accomplished?	Yes	Cold Fusion monitors and automatically executes this function.
4.4	Does your GMS allow the Sub-Grantee and grant fields to be displayed on every page that includes the Sub-Grantee specific data? If yes, how is this accomplished?	Yes	
4.5	Does your GMS allow access to all data for the three (3) years after each grant's performance period ends? If yes, describe how this is accomplished with your GMS.	Yes	Data resides in EGMS indefinitely after grant years end. What data is presented on screen in lists is based on SAA's parameters.
Grant Request Tracking			
4.6	Does the GMS allow tracking and payment processing for all program types, grants, and expense categories? If yes, how is this accomplished?	Yes	EGMS allows payment request data to be processed and presented to the SAA; however, as noted above, Tetra Tech does not plan to implement electronic fund transfers as part of EGMS.

5.A General Requirements and Functionality			
4.7	Does the GMS track equipment purchases as well as program expenditures, i.e.: planning and Management & Administration (M&A)? If yes, how is this accomplished?	Yes	EGMS treats all expenditure equally.
4.8	Investment Justifications (IJ) The Investment Justification is the entire package submitted to the grantor. Does your GMS provide a secure area where the Program Analyst creates/modifies Investment Form? The Investment Form is each initiative based on the Target Capabilities and National Priorities.	No	Based on further discussion with VDEM, this requirement is to be handled outside of the system and is no longer necessary. However, if at some point VDEM determines that an IJ generation workflow is necessary, implementation of the IJ workflow feature could be done at an additional cost.
4.8.1	Does your GMS provide a secure area where the Program Analyst inputs IJ titles (next Fiscal Year funding priorities)?	Yes	State-level IJs and strategy are stored in EGMS and associated with projects and expenditures as they are created for tracking throughout the grant life-cycle. Once IJs are approved outside of the system, there is a module where those are added and aligned with strategy and target capabilities. Access to this module is controlled through role and user-level access.
4.8.2	Does your GMS provide a secure area where the Program Analyst inputs date range for project proposal acceptance?	No	EGMS picks up at the point where award amounts to subgrantees have been determined. Implementation of this feature would be at an additional cost.
4.8.3	Does your GMS provide a secure area for Program Analyst to revise IJ's as necessary per grant guidance?	Yes	State-level IJs can be modified/updated at any time by the SAA. Some controls are in place to limit updating IJs where projects have already been aligned with the IJ.
4.8.4	Does your GMS provide a secure area for Grant Manager to review and disapprove (with comments to the Program Analyst for revision) or to approve IJ's?	No	State-level IJs can be modified/updated at any time by the SAA; however, there is no approval workflow for entering IJs in the system. VDEM has discussed using the document module to track review of this process.
4.8.5	Does your GMS provide a secure area for the Program Analyst to create an Excel export extracted IJ information? If yes, is the spreadsheet also stored online?	No	This data resides in EGMS and reporting functionality is available to see IJ alignment on a grant and project basis in several formats (BSIR, ISIP, budget screens, etc.); however, there is no existing export to excel functionality. If VDEM determines such a feature is necessary, implementation of this feature would be at an additional cost.
4.9	Does your GMS have the ability to monitor payments by project not by Sub-Grantee. If so, is there a manual override capability? Provide a detailed explanation of how this is accomplished.	Yes	Functionality exists to monitor payments by project. Additional information would be necessary to determine what is meant by a manual override capability and manual override capability does not appear to be part of the existing system.
5.0	How does your system handle unreconcilable financial transactions? Provide a detailed explanation of how this is accomplished.	No	Data entered by Sub-Grantees for approval by the SAA would be reconciled outside of the system post the SAA approving any financial transactions requested by a Sub-Grantee. Implementation of this feature would be at an additional cost. EGMS does allow for financial transactions entered in EGMS to be viewed post transaction through print-outs and on-screen reports.
Governance & Account Management			
5.1	Does your GMS provide a secure area to input strategies including enhancement plans, program reviews and goals and objectives for multiple strategies?	Yes	
5.2	Does your GMS provide a secure area for the Program Analyst to	Yes	

5.A General Requirements and Functionality			
	build multiple goals and objectives for strategies?		
5.3	Does your GMS provide a secure area for the Program Analyst to indicate who the Target Capability Leads are assigned the role as the Lead Stakeholder?	<i>Yes, future</i>	Users or roles assigned to target capabilities could be included in the initial phases of the project. Currently EGMS does not assign a 'Lead Stakeholder' to each Target Capability. Implementation of this feature would be at an additional cost.
5.4	Strategies are updated periodically, and are reflective of the goals and objectives of the Commonwealth. Projects are connected to a specific goal and objective within a strategy. Does your GMS provide the capability to connect projects to a specific goal and objective within a strategy?	<i>Yes</i>	This is one of the fundamental principles inherent in EGMS and was one of the main reasons EGMS was originally designed. So funding and expenditures could be easily associated and reported to strategies.
5.5	Does your GMS support contact and demographic data for the SAA/Administrator, localities, and other sub-grantees with the following minimum data: (Provide details for each applicable item in Column B).	<i>Yes, future</i>	Yes for contact data for SAA/Administrator, and localities. Yes, future for demographic data. Implementation of this feature for demographic data would be at an additional cost.
5.6	In an effort to support the accounting business unit with efficient activity tracking, does your GMS provide Activity Logs include, but are not limited to fields such as the following: (Provide details for each applicable item in Column B).	<i>Yes, future</i>	Logs records are kept and associated with the appropriate entity (for example a request log is kept to track reimbursement requests). Log attributes vary based on the type of entity they are associated with but fields typically include: <ul style="list-style-type: none"> • action taken • timestamp • userid • entity status

5.B. Cost Management and Budget Management			
1.0	For General Purchase Requests, does your GMS provide a secure area to review the status for all equipment, training, planning, exercise, management and administrative allowable costs?	<i>Yes</i>	All data in EGMS workflows are secured and visible to only the owning Sub-Grantee and SAA users with appropriate role level access. Current functionality forces EGMS users to create detailed line item-level expenditures at the time the budgets are created and approved and this functionality would be available with the Initial Year 1 Software License.
1.1	For Equipment Purchase Requests, does your GMS provide a secure area for the Sub-Grantee to navigate to a specific project and request permission to purchase equipment for that project, indicating the Authorized Equipment List (AEL) code and the item to be purchased? If so, does the GMS provide a way for the Sub-Grantee to submit requests via an automated online request form, with a system-defined drop-down field within the GMS?	<i>Yes</i>	See response to 1.0 regarding need for developing 'Category Budget' functionality; however, equipment and all other expenditures (line items) can be added per project in a secure area. These are populated from category and AEL pick lists. Additional information required regarding 'system-defined drop-down field'; however, a pick list is generated if the items is of an equipment function area that pulls from the approved AEL list for the grant program.
1.2	Does your GMS provide a way for the Sub-Grantee to indicates the Category and Project Budget from which these purchases are to be paid. If either the Category or Project Budget (less all other outstanding purchase requests) has insufficient funds to cover the item(s) requested, the system must inform the Sub-Grantee and shall	<i>Yes</i>	For the Category Budgets, this would be pending development of Category Budget functionality per response to 1.0.

5.B. Cost Management and Budget Management			
	not allow the request?		
1.3	A Sub-Grantee may request a realignment of either the Category or the Project Budget and resubmit the Purchase Request. Does your GMS allow for realignment of either the Category or Project Budget so the Sub-Grantee can resubmit the Purchase Request? If so, provide detail.	Yes	For Category Budgets, pending development of Category Budget functionality per response to 1.0. The Sub-Grantee and/or the SAA may initiate Project Budget realignments to realign overall grant allocations between projects. These go through a workflow approval process and are then reflected in the overall Project Allocation and Balance. Same will apply for Category Budgets.
1.3.1	If the desired Category Budget has insufficient funds to purchase the item(s) requested, but the funds exist in other categories of the same project, the Sub-Grantee may make a Category Budget Realignment request as a part of the Purchase Request.	Yes	Pending development of Category Budget functionality per response to 1.0. Already implemented for Project to Project Budget Realignments within the same grant award.
1.3.2	Does your GMS ensure that funding for the request is available from the Category Budget? If so, provide the detail.	Yes	A fundamental feature of EGMS is to ensure adequate balances remain in Grants, Budgets, Projects, and Expenditures prior to allowing the user to submit a reimbursement request. If adequate balances do not remain, the user is forced to complete a Budget Modification to move funding between projects/items/categories; these budget modifications must then be approved by the SAA. This functionality will also apply to the future Category Budget functionality
1.4	Upon submission of a purchase request, does it generate an automatic notification to the appropriate Grant Specialist and copy the notification to the appropriate Grant Manager notifying them of the pending request. If yes, provide detail. If no, provide details on how your GMS delivers automatic system notifications.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction.
1.5	Does your GMS provide a secure area for the Grants Specialist to review the purchase request and either approve or deny with an area to post and review comments?	Yes	EGMS includes a customizable workflow engine for customizing business process workflows and transactions. Part of the development process for each VDEM workflow will be mapping the approval process into the workflow engine. The workflow engine can have any approval or disapproval actions implemented at any state a given workflow with comments required to be added to the transaction as necessary.
1.5.1	Upon approval, does the GMS generate an automatic notification email of the final Purchase Request, to include the electronic document, containing boiler plate template documents and a signature and date field for the Sub-Grantee to sign and return to the Grant Specialist? If no, provide details on how your GMS delivers automatic system notifications.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction.
1.5.2	Upon disapproval, does your GMS generate a automatic notification email with review comments to the Sub-Grantee and copiless the appropriate Grant Specialist? If no, provide details on how your GMS	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction

5.B. Cost Management and Budget Management			
	delivers automatic system notifications.		
1.6	Does your GMS change the purchase request status to 'Grants Specialist Approved' when Grants Specialist approves the purchase request?	Yes	Status changes like this are easily configurable in our workflow Engine.
1.7	Does the GMS change purchase request status to 'Sub Grantee Submitted' when Sub Grantee SUBMITS purchase request?	Yes	Status changes like this are easily configurable in our workflow Engine.
1.8	Does the GMS change purchase request status to 'Disapproved' when any approving party DISAPPROVES purchase request.	Yes	Status changes like this are easily configurable in our workflow Engine.
Payment Requests			
1.9	Does the GMS provide a secure area for the Sub-Grantee to update purchase requests with a payment request, including invoice information?	Yes, future	Some modifications will be necessary to implement the purchase request functionality. Currently EGMS budgets start at the purchase request level (when they build their budgets, they enter detailed item expenditures, or approximates for their initial budget approval). However, the payment request concept is already fully implemented in EGMS. Implementation of this feature for purchase request would be at an additional cost.
2.0	Does the GMS assign a unique id to each payment request ("Request Number") and provide this Request Number to the Sub-Grantee?	Yes	In EGMS these are called 'Request IDs'. The number is the same for the Sub-Grantee and the SAA and is provided to both.
2.1	Does the GMS provide a secure area for the Sub-Grantee to select an option to upload the invoice or to mail the invoice?	Yes	Any electronic document may be uploaded to accompany the reimbursement request. The system captures to which line items in the payment request the document applies and gives the document a system generated name and is available for review at all stages of the reimbursement process.
2.2	If the Sub-Grantee opts to mail the invoice, does the GMS provide an invoice cover sheet with purchase request information (including Request Number) and notify the Sub-Grantee of the subsequent steps to mail invoices to Grant Management Office (GMO)?	Yes, future	A request-specific cover sheet, with instructions could be added to the reimbursement process to cover this requirement; however, such a sheet has not been developed for the existing system. Implementation of this feature for the cover sheet would be at an additional cost.
2.3	Does the GMS provide a secure area for the Sub-Grantee to update the status of a payment request to "Invoice Mailed"?	Yes	Status changes to requests that go through the workflow are easily configurable in our Workflow Engine.
2.4	Does the GMS provide a secure area for the Sub-Grantee to upload a digital image of the invoice related to specific payment request? If so, upon upload, does the GMS email the appropriate Grant Specialist that the invoice is online and the payment request status is changed to "Invoice Uploaded"?	Yes	Electronic documents may be uploaded to accompany the reimbursement request, including images. However, the notification to the Grant Specialist (or next responsible role in workflow) would not occur until the entire request was submitted to next role for review.
2.5	Does the GMS provide a secure area for the Grant Specialist to upload a digital image of the invoice (received via mail) related to specific payment request. If so, does the GMS update the payment request status to "Invoice Uploaded"?	Yes	Electronic document may be uploaded to accompany the reimbursement request, including images. Status changes can be configured as necessary in the EGMS Workflow Engine.
2.6	Does the GMS provide a secure area for the Grants Specialist to	Yes, future	Required review actions and status changes can be configured as necessary in

5.B. Cost Management and Budget Management			
	verify the invoice against the payment and purchase requests?		the EGMS Workflow Engine. Would be implemented for payment request. Implementation of this feature for Purchase Request would be at an additional cost.
2.7	Does the GMS provide a secure area for the Grants Specialist to review the payment request and approve, deny or request further information for payment requests, including an area to post review comments? If so, does the status of the request become updated to reflect APPROVED, DISAPPROVED, or REQUIRES FURTHER INFORMATION, as applicable?	Yes	Required review actions and status changes can be configured as necessary in the EGMS Workflow Engine. The Workflow Engine allows for comments to be required for actions as required per the SAA's workflow.
2.8	Upon approval of the Payment Request, does the GMS generate a payment request that can be printed and submitted to Finance or placed in a holding queue to be transmitted to VDEM's Financial Management System?	Yes	Printer-friendly forms can be generated for the completed request as necessary and stay available for those requests as long as necessary. It would also be possible to add the Finance role to the workflow so they get system-generated notifications and can indicate in the system when the request has been transmitted to VDEM's Financial Management System.
2.9	Upon denial of the Payment Request, does the GMS generate an automatic email to the Sub-Grantee to include the reviewer's comments? If yes, provide detail. If no, provide details on how your GMS delivers automatic system notifications.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction.
3.0	Upon request for further information, does the GMS provide the Grants Specialist the ability to document additional information and historical narrative? If so, does the GMS automatically generate an email to the Sub-Grantee of the status, to include the review comments?	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Comments and other textual descriptions, including historical narrative, could be required for any workflow transition. This is yes based on the understanding that the historical narrative is a log of actions and comments taken by users.
3.1	Does your GMS provide a secure area to manage the Draw Down process? If yes, please provide detail on how your GMS manages the "Draw Down" process and provide your related work flow document(s).	No	Additional information may be required on the "Draw Down" process. If the "Draw Down" process involves tracking remaining category and project balances as reimbursements are entered and approved in the system, then yes, this functionality already exists. If not, this is likely not a part of the Initial Year 1 Software License and implementation of the draw down feature would be at an additional cost.
3.2	Does your GMS provide a secure area where the GMO can reconcile the payment request they made to Accounts Payable with the actual check file received from the Accounts Receivable System? If so, once reconciled online, are the Sub-Grantees and GMO Staff able to view and print the payment information, which shall be linked from the Accounts Receivable System?	Yes	GMO staff could log in any time and review details for any reimbursement request previously entered into the GMS and reconcile this against the actual check received from the Accounts Receivable System. Additional information would be required regarding the link from the Accounts Receivable System for payment information; however, any information entered into the GMS could be printed at any time.
3.3	Upon reconciliation, are checks and/or Electronic Funds Transfer (EFT) payments automatically generated to the Sub-Grantee(s)? If yes, explain how this is accomplished.	No	We have no plans to implement such electronic payments at any time in EGMS.
3.4	Will all activity history for purchase requests be maintained and viewable until archived by GMO?	Yes	Activity logs are maintained and accessible through the front-end of the GMS for all transactions.

5.B. Cost Management and Budget Management			
Request Refund of Expenditure			
3.5	Does the GMS allow the GMO Staff to search any request by Request Number?	No	All requests are organized by grant allocation record, and are available to view at any time, even after the grant period of performance has ended. If VDEM is looking for a function where a requestid is entered and the GMS takes the user to the page of the requested requestid, then one can be developed specifically for that purpose; implementation of this feature would be at an additional cost.
3.6	Does the GMS allow the Sub-Grantee to search all Request Numbers owned by the individual Sub-Grantee?	Yes	Previously completed requests are organized by grant and Sub-Grantee. All previously completed requests are available to both the SAA and Sub-Grantee even after the grant period of performance has ended.
3.7	Does the GMS allow the GMO Staff to create a Reimbursement Request from an approved and paid purchase request? If so, does the GMS change the status of the associated payment request to PENDING REFUND that indicates the amount of money to be refunded by check or EFT, and the amount to be refunded by offsetting future payment requests and whether item is to be removed from inventory?	Yes, future	In the current EGMS system, reimbursement requests are completed directly on approved line item expenditures, so additional customization will be necessary to implement the concept of Category Budgets and Purchase Requests that draw down on those Category Budgets. Also, EGMS has a fully implemented refund/credit module where refunded amounts are added back to the remaining balance for project/item/ category budgets; however, we are assuming some substantial changes will be necessary to meet VDEMs requirements for refunding funds and those will not be addressed in the Initial year 1 Software License. Status changes to requests that go through any workflow are easily configurable in our Workflow Engine. Full implementation of the refund/credit feature would be at an additional cost.
3.8	Does the GMS allow the Sub-Grantee to re-spend the "refund due" money in order to allow for offsetting credits? If so, the net payment to the Sub-Grantee will be reduced by the refund due amount.	Yes, future	The EGMS system has existing capabilities for both Sub-Grantee and SAA-initiated credit/refund request to be requested and/or posted against completed reimbursement requests. We understand this functionality will require some modifications to meet VDEM's specific needs; there for the fully implemented refund/credit feature and workflow would not be available in the Initial Year 1 Software License. Full implementation of the refund/credit feature would be at an additional cost.
3.9	Does the GMS prevent refunds being made available for other Payment Requests until the check or EFT is received by GMO?	Yes, future	See answer to 3.8 above.
4.0	Does the GMS only allow for Sub-Grantees to enter comments for Reimbursement Requests created/owned by that individual Sub-Grantee?	Yes	Sub-Grantees have access to only their own grant data. Also, individual Sub-Grantee users cannot modify other Sub-Grantee users' comments even if they are within the same agency/jurisdiction.
4.1	Does the GMS allow the GMO to enter comments to any Reimbursement Requests at any time?	Yes	Currently the GMO/SAA can only enter comments at phases of the workflow where it is under a GMO/SAA role's review. This would require a modification to allow comments to be entered at any time in the reimbursement process.
4.2	Does the GMS automatically generate a Refund Request ID and opens a customizable letter with the details of the refund of expenditure for the Grant Specialist to modify? If yes, would the letter would include: Reason, Amount, Deposit Coding (original payment coding), instructions for repayment, and comments added	Yes, future	See answer to 3.8 above.

5.B. Cost Management and Budget Management			
	by Grant Specialist?		
4.3	As a result of the details of Question 4.2, does the GMS automatically generate an email to the Financial Staff with details of the refund of expenditure and a link to the letter customized by the Grant Specialist?	<i>Yes, future</i>	See answer to 3.8 above. Also note that the EGMS workflow engine allows system generated emails to be created for any workflow transaction.
4.4	Does the GMS allow for the Grants Specialist to review and print the Notice letter(s) (with letter count indicator--e.g. Second Notice, etc.)? If yes, provide details how this process is delivered.	<i>Yes, future</i>	See answer to 3.8 above.
4.5	Does the GMS provide a secure area for Grants Specialist to change the status of the refund request to "REFUND REQUEST LETTER MAILED"? And can the status be changed after the letter has been mailed?	<i>Yes, future</i>	See answer to 3.8 above. Also note that required review actions and status changes can be configured as necessary in the EGMS Workflow Engine.
4.6	Does the GMS query all refund requests to determine if any refund is 30/60/90/etc. days past due? If so, does the GMS automatically generate an email to the Grant Manager and Grants Specialist indicating 30 day deadline missed on reimbursement receipt?	<i>Yes, future</i>	See answer to 3.8 above. Also note that the EGMS workflow engine allows system generated emails to be created for any workflow transaction.
Refund Request			
4.7	Does the GMS provide a secure area for Grants Specialist to look up the refund request by Refund Request ID? If so, does the Refund Request ID search show the following original payment information (Vendor, cost center, federal fiscal year)?	<i>No</i>	EGMS does allow refund/credit requests to be searched by their associated reimbursement request id and refund id organized by grant allocation; however, not searchable tool is included. See answer to 3.8 above regarding timeframe for implementation of refund workflows. Implementation of the refund request id search feature would be at an additional cost.
4.8	Does the GMS provide a secure area for Grants Specialist to update the Refund Request with the new status (PAYMENT RECEIVED), payment ID/check number, date received, and additional comments? Once the payment is received, does the status of the Purchase Request automatically update the status to REFUNDED?	<i>Yes, future</i>	See answer to 3.8 above. Also note that required review actions and status changes can be configured as necessary in the EGMS Workflow Engine. Implementation of this feature would be at an additional cost.
Inventory			
4.9	Does the GMS provide a secure area for the Grants Specialist to view/print the reconciled purchases of Sub-Grantees in the Grants Specialist's jurisdiction?	<i>Yes</i>	Based on conversations with VDEM, this appears to be existing EGMS functionality as part of the typical system access; that being logging in and reviewing grant-specific data and previous requests.
5.0	Does the GMS provide a secure area for the GMO Staff to view/print the reconciled purchases of Sub-Grantees in order to provide an Outside Entity information to conduct an audit? If yes, how is this accomplished (to include providing detail on what information is captured for an audit) .	<i>Yes</i>	Other states using EGMS provide auditors a 'Guest' role user account to EGMS. The guest account is given role-level view-only access to necessary modules, but not access to perform transactions in EGMS. Based on our experience, auditors may check Sub-Grantee's status purchasing
5.1	Does the GMS provide a secure area for the GMO Staff to indicate equipment quantities and which specific units of equipment have been inventoried? If yes, explain in detail how this is accomplished.	<i>Yes, future</i>	EGMS does have a secure area for GMO to indicate equipment quantities. The concept of equipment being 'inventoried' is not part of EGMS functionality and additional information would be required on that to determine its feasibility in the

5.B. Cost Management and Budget Management			
			project schedule. The concept of changing an item to inventoried would be at an additional cost.
Grant Budget Management			
5.2	Does the GMS ensure that budget changes will not exceed the total budgeted amounts? If yes, provide detail of how this is managed.	Yes	Per existing EGMS functionality, all budget modifications created by either the Sub-Grantee or the GMO/SAA are compared against remaining budgets for approved expenditures prior to being submitted for review. Customization of the Budget Modification workflow (which is the process for sub-grantees and SAA to update project and grant allocation budgets) will be part of the Initial Year 1 Software License.
5.3	Does the GMS allow the Grant Specialist to input Grant Award budget data into the application and assign it to the appropriate Sub-Grantee? If yes, provide details on how this is delivered.	Yes, future	This functionality does already exist in EGMS. However, the customization of the Grant Award workflow would not be part of the original purchase price and implementation of this feature for Grant Award would be at an additional cost.
5.4	Does the GMS allow the Grant Specialist to upload the Grant Award project information (free text narrative) directly into the tool?	Yes, future	Implementation of this feature for would be at an additional cost.
5.5	Does the GMS have a standard Grant Award process? If yes, please provide detail of the process, along with work flow documents.	Yes, future	This functionality does already exist in EGMS. However, the customization of the Grant Award workflow would not be part of the original purchase price and implementation of this feature for Grand Award would be at an additional cost.
5.6	Does the GMS allow the Program Analyst to download the Grant Budgets, as well as it's components, which is the summation of all project budgets? If yes, provide the detail of how this is delivered.	Yes	This information is readily available when viewing a grant record. Printer-friendly forms are available on these pages as well.
5.7	Does the GMS allow the Program Analyst to enter the Grant Award Budget into the tool, with the ability to detail each Grant Program by line item? If yes, provide details on how this is accomplished.	Yes	Overall Grant Program awards are entered in the admin module for grant program/grant year. That meaning, after the SAA is awarded funds by the feds, they can be entered in one place to begin configuring those grant programs.
5.8	Does the GMS allow the Program Analyst to award and allocate funds to IJ's, Projects and Management and Administration (M&A) Grant Programs? If yes, explain in detail.	No	There is no process for allocating funds to IJs and Projects up front. This is a bottom-up process. On a grant-level, screens show IJ allocations per grant award. Reports could be generated to show overall IJ allocations in real-time. This feature could be implemented at an additional cost.
5.9	Does the GMS allow the Program Analyst to indicate funding amounts for each IJ and the grant program amount for each project budget? If yes, provide detail how this is delivered.	No	There is no process for allocating funds to IJs and Projects up front. This is a bottom-up process. On a grant-level, screens show IJ allocations per grant award. Reports could be generated to show overall IJ allocations in real-time. This feature could be implemented at an additional cost.
6.0	Does the GMS allow the Program Analyst to upload M&A budget Excel spreadsheets into the tool? If yes, explain in detail.	No	This is not a planned feature of EGMS. M&A budgets/grants are created as application or ISIP records by the SAA and managed just as other grants in the tool.
6.1	Does the GMS allow the Grant Manager to review the grant program budget and either approve or disapprove the grant program budget? If yes, explain in detail and provide screen-shots.	No	This approval comes outside of the system. There is a place to enter this information which is controlled by role and user level access; however, no approval workflow is included to enter this data into the system.
6.2	Upon grant program budget approval by the Grants Manager, will the GMS automatically generate an email to the Budget Officer of the	No	See answer to 6.1. This approval comes outside of the system.

5.B. Cost Management and Budget Management			
	approved budget? If yes, explain, in detail, how this is accomplished and provide screen-shots. If no, provide details on how your GMS delivers automatic system notifications.		
6.3	Upon Chart of Accounts Set-up, does the GMS automatically generates an email to the GMO Staff and Sub-Grantee that the budgets have been approved? If yes, explain in detail.	No	See answer to 6.1. This approval comes outside of the system.
6.4	Does the GMS allow for the Sub-Grantee to adjust the Category Budget? If yes, explain the process.	Yes, future	Existing EGMS budget modification functionality allows Sub-Grantee access to move funds between previously approved line items. The concept of Category Budgets does not exist in EGMS in the same way it appears it does for VDEM, particularly at the application level where the SAA tells the sub-grantee how much they must budget for each category. Currently, Sub-Grantees create budgets of detailed expenditures to comprise the grant award and funds can be moved between remaining balances (non-reimbursed portions) of these expenditures; this budget revision functionality will be available as part of the Initial Year 1 Software License. This functionality does show how funds are being moved between categories when a budget revision is requested by the sub-grantee. The concept of Category Budgets can be implemented at additional cost.
6.5	Upon the Sub-Grantee submitting an adjustment to the Category Budget, will the GMS automatically email the Grant Specialist that an AEL Category Item change request is pending approval? If yes, explain how this is accomplished.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
6.6	Once the Grant Specialist reviews the AEL Category Item Change Request, does the GMS allow the Grants Specialist to either approves as requested or disapproves with comments? If yes, provide detail of how this is delivered.	Yes,	Required review actions and status changes and required comments added can be configured as necessary in the EGMS Workflow Engine. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
6.7	Upon the Grants Specialist's AEL Category Item Change Request approval or disapproval, will the system automatically generate an email to the Sub-Grantee of the response to the request? If yes, provide detail.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction.
6.8	Does the GMS allow for the GMO Staff to input, edit and download Category Budgets (from Excel and/or other formats)?	Yes, future	Download to excel could be implemented at additional cost. This information is displayed on BSIR and ISIP screens.
6.9	Does the GMS allow the Sub-Grantees and GMO Staff to view the Category Budgets.	Yes	Already available on BSIR and ISIP views. Additional cost for view on budget screens.
7.0	Are Category Budgets presented as "Real Time" data? If yes, provide detail on how this is accomplished. If no, provide detail on the turn-around time for the GMO Staff to receive updates (input and edit) of the Category Budget.	Yes	All system data is presented real-time (up to date with all user-entered items).
7.1	Does the GMS allow the Sub-Grantee to request a Category Budget	Yes	Basic budget modification process concept. Customization of the Budget

5.B. Cost Management and Budget Management			
	Realignment? If yes, will the realignment requests include the change in the specific budget amounts, change in categories and justifications for each change?		Revision workflow will be considered part of the Initial Year 1 Software License.
7.2	Will the GMS allow the realignment of the Category Budgets to exceed the overall project budget? If yes, please explain how this is accomplished. Provide screen-shots if applicable.	Yes	Project budgets may be exceeded on budget revisions as long as they do not exceed the overall grant allocation for that particular Sub-Grantee. The SAA then reviews changes to project budgets that were affected by the budget modification being presented. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.3	Will the GMS allow any Category Budget to fall below the level of all prior Purchase Requests from each category?	No	Budget modifications cannot move funds in excess of the balance remaining for each category/item that has already been reimbursed. Balance must remain to move funds.
7.4	Upon the Sub-Grantee submission of the Category Budget Realignment Request, will the GMS issue a system generated email to notify the Grant Specialist that a category budget realignment request is pending approval? If yes, explain how this is accomplished.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.5	Will the GMS allow the Grant Specialist to review the Category Budget Realignment Request to either "approve as requested" or "disapprove with comments"? If yes, please explain how this is accomplished.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.6	Upon the Grants Specialist's approval or disapproval, will the GMS send an automatic system generated email to the Sub-Grantee of the response to the request? If yes, provide detail. If no, provide details on how your GMS delivers automatic system notifications.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.7	Does the GMS allow the GMO Staff to input, edit and view Project Budgets? If so, provide detail how this is delivered.	Yes	Budget Revisions can be initiated by either the sub-grantee or the SAA on behalf of the sub-grantee. The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.8	Does the GMS allow Sub-Grantees and GMO Staff to view Project Budgets? If yes, provide detail on how this is accomplished. If no, provide detail on the turn-around time for the GMO Staff to receive updates (input and edit) of the Project Budget.	Yes	Project views are available for each grant record to show funding rolled up by project for a given grant allocation.
7.9	Does the GMS allow the Grants Specialist to request a specific project budget adjustment. If yes, provide detail on how this is accomplished.	Yes	This happens in the same way as any other Budget Revision. The user would select to move funds from line items of one project budget to the other.
8.0	Upon the Grants Specialist's project budget adjustment request, will the GMS send an automatic system generated email to the Grants Manager with the project change request information and a link back to the request page for the project budget adjustment request? If yes, provide detail on how this is delivered. If no, provide details on how	Yes, future	This is currently implemented per the workflow with the exception of the link included in the email. For the link, current EGMS users have not required this; however, this would not be a major change and could be implemented fairly easily after deployment of the base EGMS system. Implementation of this

5.B. Cost Management and Budget Management			
	your GMS delivers automatic system notifications.		feature would be at an additional cost.
8.1	Does the GMS allow the Grant Manager to review the project budget adjustment request and enter reviewer comments in the GMS and either approve or disapprove the request? If yes, provide detail on how this is accomplished.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
8.2	Will the GMS provide an online Project Budget Adjustment form for the Grant Specialist to complete? The Project Budget Adjustment form includes: source project, source category and source category amount, plus target project, target category and target category amount.	Yes, future	Implementation of this specific form would be at additional cost. Note that this information (source and target) is already presented on-screen during review of budget revisions and is maintained after approval of the record; however, it is not likely in the format required if VDEM has a standardized format for the data.
8.3	Upon approval of the Project Budget Adjustment Request by GM, will the GMS send an automatic system generated email to the Grant Specialist that the budget realignment has been finalized? If yes, provide detail.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
8.4	Does the GMS allow the the Program Analyst to upload the Grant Award Budget data into the GMS? If yes, provide detail on how this is accomplished.	No	See previous responses related to inputting grant program/grant year awards.
8.5	Does the GMS allow the GMO Staff to view/download the Grant Award Budget? If so can the data be exported and saved in Excel?	Yes, future	Export to excel is a feature of the Ad Hoc reporting tool, but not available on all grant viewing pages. Implementation of this feature would be at an additional cost.
8.6	Does the system provide a method to notify Sub-Grantees of Grant Adjustment Notices (time extensions, budget changes, or changes in Sub-Grantee personnel)? If yes, provide detail on how this is accomplished.	Yes, future	EGMS does not enforce any hard grant periods (if the grant period has ended, associated grants are not systematically shut down, that is left up to the Grant Manager). Timeframe extensions could be implemented at additional cost.
8.7	Does the GMS allow for payment advances on grant funding prior to a Sub-Grantee spending the funds? If yes, provide detail on how this is accomplished.	Yes	Documentation required for payment is up to the SAA.
8.8	As Sub-Grantees have an approved Budget Category, the Sub-Grantee may move funds within an approved Budget Category(ies). Does the GMS allow for the Sub-Grantee to move funds from an approved Budget Category to another Budget Category without GMO Staff? If yes, provide detail on how this is accomplished.	Yes	Yes, this is done via a sub-grantee initiated Budget Revision. This can be initiated by the sub-grantee but would required SAA approval.

5. C. Implementation, Support Services & Training			
1.0	Can your GMS be successfully implemented for operational use within 30 days? If yes, provide an implementation plan and timeline to include tasks, resources, deliverables and any other requirements for a successful 30 day maximum implementation.	No	Tetra Tech does not believe that 30 days is a reasonable timeline for implementation of a system the complexity described in this RFP and to the complexity at which EGMS operates. Legacy data migration, workflows, and reporting functions would be implemented and/or customized for VDEM's specific needs at an additional cost.

5. C. Implementation, Support Services & Training			
1.1	For customers with a similar scope and scale of this RFP, how many successful customer implementations have you completed in the last 5 years, which were installed in 30 days or less? Provide the details of the scope and scale of each customer's implementation.	No	Tetra Tech has not, and would not attempt full implementation of the EGMS system within 30 days or less. Tetra Tech has implemented similar systems in project schedules that lasted 6 months or more.
1.2	Describe your standard implementation plan for your standard GMS?	N/A	Tetra Tech has no standard implementation plan for EGMS. Based on working with several state agencies on this project, Tetra Tech understands that each client is unique in both their level of operation and organization, and in the complexity by which they manage their grants and expect their grants to be maintained by their GMS.
1.3	Do you have a defined transition plan to move our existing data into the GMS? Provide details how this will be delivered.	No	VDEM would need to provide existing data stores and expectations for import of legacy data in order for Tetra Tech to come up with a meaningful transition plan.
1.4	Does your GMS have a standard Disaster Recovery Plan? If yes, provide a copy of the Disaster Recovery Plan.	Yes	See Disaster Recovery Plan. Exhibit A – Appendix 1.
1.5	Does the GMS have a standard Change Management Plan to manage any updates/modifications/customizations or other alternations to the tool? If yes, explain and provide a copy of the Change Management Plan documentation/materials.	Yes	Issue and Change Management. Tetra Tech is confident that our methodology and technical approach, supported by our project management and QA/QC processes, will minimize any issues or disputes that would require escalation of any kind. During project implementation, Tetra Tech will work with VDEM to plan the content of each deliverable. VDEM and Tetra Tech will negotiate criteria for acceptance and/or rejection of each deliverable during the kick-off meeting and documented for approval by both parties. In this manner, the expectations for each deliverable will be decided and agreed upon up front, and we will avoid any unnecessary issues during project implementation. Tetra Tech does not anticipate any issues or disputes would arise concerning the deliverables or their approval and acceptance. However, in the unlikely event that an issue or challenge presents itself during project implementation, Tetra Tech staff at all levels are prepared to work with VDEM to quickly resolve the issue to the satisfaction of both parties. All Tetra Tech staff have been trained on project management, conflict resolution, and communication techniques – which will be applied throughout project implementation to deal with any issues or challenges at the lowest possible level. Our experience has shown that in most cases, a clear, open discussion between analysts and consultants will address most issues and challenges. Such discussions will be followed up with e-mail messages so all parties understand the issue and resolution. If this does not solve the issue or challenge, however, the VDEM Project Manager and Tetra Tech Project Manager will then discuss

5. C. Implementation, Support Services & Training

			<p>the issue or challenge and develop a course of action that remedies the issue to the satisfaction of both organizations. Exchanges such as these will be documented either in an e-mail message or a memorandum to the project file and shared between parties so the issue and final resolution of that issue are clearly documented for reference. In the rare instance where this could not occur, the issue or challenge would be escalated to the Tetra Tech Account Manager and VDEM executive management for resolution. Tetra Tech will make every effort to quickly resolve any issues that arise during project implementation at any level. To ensure adherence to the project schedule, Tetra Tech will work to resolve any issues or challenges within 1-2 days of identification of the issue or challenge (if possible).</p> <p>In contrast to issue management, as described above, Tetra Tech's change management processes are designed to manage change requests and necessary scope changes during project implementation. These processes are different from issue management in that they are proactive and focused on planning mid-course corrections during project implementation to enhance the product or avoid any future issues altogether. Tetra Tech's proposed methodology includes built-in mechanisms for change management because we recognize that the inherently iterative process of software development requires flexibility to make documented changes within the overall project scope. Therefore, Tetra Tech advocates formally revisiting several deliverables throughout the proposed phases, which offers VDEM and Tetra Tech the opportunity to revisit the scope and document any change requests by revising the Functional Specifications Document and Application Design Document. Each of these documents will be modified accordingly with scope changes after each gate session (and indeed any time it is warranted to do so during project implementation). Each change will be documented in the appropriate section of each document with the date and notes about the discussion and agreements with VDEM. Tetra Tech also will analyze each proposed change to ensure it is consistent with the overall project scope and to determine any cost impacts and if additional resources would be required to implement the proposed changes. Should overall project scope or cost changes be required for any proposed changes, Tetra Tech's Account Manager, Project Manager, and Financial Manager will work the VDEM leadership to modify the contract accordingly.</p>
1.6	Does the Change Management Plan identify key stakeholders, communication tools and expected outcomes regarding who will be impacted by the implementation of the GMS?	Yes	See answer to 1.5 in this section.
1.7	Does the Change Management Plan incorporate lessons learned	Yes	See answer to 1.5 in this section.

5. C. Implementation, Support Services & Training			
	from previous client implementations?		
1.8	Do you have a standard Quality Assurance Program to monitor quality and accuracy of your GMS? If yes, please provide details.	Yes	See answer to 1.5 in this section. Tetra Tech as a well developed program and SOPs for quality assurance of deliverable documents. Tetra Tech has a separate quality SOP for software development.
1.9	Does your GMS include system upgrades and/or enhancements at no additional charge? If yes, please provide the details of the upgrades and/or enhancements. If no, please provide details on your methodology for delivering and charging for upgrades and enhancements.	No	Tetra Tech can provide upgrades at reduced costs when multiple clients require similar functionality. If Tetra Tech implements and upgrade for a non-VDEM client, Tetra Tech will inform VDEM of the update in case a similar upgrade would be useful to VDEM. In these cases, Tetra Tech can often provide the upgrade without the need for extensive additional customization. In most cases, Tetra Tech would charge VDEM only for the minimal effort to install and test the upgrade on the VDEM implementation of EGMS. Software development and customization costs are minimal or non-existent.
2.0	How does your GMS manage version control, releases and system updates? Please detail how and when these are delivered.	Yes	CVS is used to manage version controls and system releases. New development and/or code for bug fixes are typically released after business hours during low-traffic periods. Per 1.9 it does not include automatic updates and releases at no additional cost, outside of standard code maintenance.
2.1	Does your GMS include Support Services at no additional charge? Provide details of all Support Services included.	No	Our support services are covered under our cost estimate for Help Desk Support and Maintenance.
2.2	What is your standard Help Desk Support service offered for the GMS? Please provide details of the services.	Yes	The details of our Help Desk support are shown in the SLA Template Service Agreement – Exhibit H.
2.3	What is your emergency or After-Hours Help Desk Support services offered for the GMS? Please provide details of the services.	No	Tetra Tech's help desk is always available during business hours 9:00 AM to 5:00 PM EST. After these hours, the support team members are often available. When possible, support team members will respond to requests received after hours.
2.4	Does your GMS provide 24/7/365 access by phone and general business hours for the office systems help desk and administration?	No	Based on previous integrations of EGMS, this is not required.
2.5	Is a toll-free customer service number available for Support Services? If yes, please provide the hours of operation.	Yes	8:00AM – 5PM EST
2.6	Is customer services support available via an online "Help" feature within the GMS? If yes, provide details of how this is delivered.	Yes	Tetra Tech uses a Web-based trouble-ticketing system for this purpose. When a user submits a comment or help request, the support team receives an automated notification. The system tracks the contact information, details of the request, and the status of the request until the issue is resolved. VDEM will have access to all tracking information and reports.
2.7	Is training included with the GMS? If yes, provide details and documentation of all training to include (method, resources, materials, class maximum, super-user or end-user, initial and ongoing training, etc)	Yes	First Training Session - The first training session will begin after VDEM acceptance of phase 3 outputs. Tetra Tech proposes to deliver the training to VDEM administrators and grants managers, who are designated to become experts in the EGMS system and who will have responsibility for conducting independent EGMS training sessions. The training

5. C. Implementation, Support Services & Training			
			<p>will take place over a 2-day period on-site at VDEM. Training will cover EGMS functions within the administration module and the payment request and budget modification workflows. In addition, the training will cover general business processes for managing the Investment Justification Process, Grant Award Process, Create Budget Process, and Customized Refund Expenditure Process. During phase 4, parts of these business processes will continue outside of EGMS. Tetra Tech will work closely with VDEM to ensure that VDEM can continue these processes without interruption for the 6 month period during which Tetra Tech will continue to customize EGMS to achieve the full functional specification. Tetra Tech will provide a draft User Manual to VDEM before the training.</p> <p>Second Training Session – Having received VDEM acceptance of the final EGMS and having moved the final EGMS onto the production server, Tetra Tech will deliver a final training session to cover all EGMS functions and features. Quality training is an essential factor that can determine the overall success of the project during the post implementation phase. For this reason, we propose to offer training not only through the two onsite training sessions described here, but also informal interaction with VDEM staff throughout the project. We recommend a “train the trainer” approach in which Tetra Tech works very closely with VDEM staff, who become experts capable of delivering training to broader VDEM staff and jurisdiction/grant recipients. The second training session will reinforce topics covered under the first training session, but will also include new workflows for Investment Justification Process, Grant Award Process, Create Budget Process, Customized Refund Expenditure Process. Again, Tetra Tech proposes a hands-on “train-the-trainer” approach. The training will take place over a two-day period on site. Tetra Tech will provide final.</p>
2.8	Does the GMS provide strong password requirements? If yes, describe the password expiration?	Yes	Password expiration period would be defined by the client.
2.9	How many times are users allowed to reuse the same passwords?	N/A	Implementation of this feature would be at additional cost.
3.0	Does your GMS establish a standard communication process for issue management and reGMS, including specific points of contact for escalating issues?	No	<p>Issue and Change Management. Tetra Tech is confident that our methodology and technical approach, supported by our project management and QA/QC processes, will minimize any issues or disputes that would require escalation of any kind. During project implementation, Tetra Tech will work with VDEM to plan the content of each deliverable. VDEM and Tetra Tech will negotiate criteria for acceptance and/or rejection of each deliverable during the kick-off meeting and documented for approval by both parties. In this manner, the expectations for each deliverable will be decided and agreed</p>

5. C. Implementation, Support Services & Training

		<p>upon up front, and we will avoid any unnecessary issues during project implementation. Tetra Tech does not anticipate any issues or disputes would arise concerning the deliverables or their approval and acceptance. However, in the unlikely event that an issue or challenge presents itself during project implementation, Tetra Tech staff at all levels are prepared to work with VDEM to quickly resolve the issue to the satisfaction of both parties. All Tetra Tech staff have been trained on project management, conflict resolution, and communication techniques – which will be applied throughout project implementation to deal with any issues or challenges at the lowest possible level. Our experience has shown that in most cases, a clear, open discussion between analysts and consultants will address most issues and challenges. Such discussions will be followed up with e-mail messages so all parties understand the issue and resolution. If this does not solve the issue or challenge, however, the VDEM Project Manager and Tetra Tech Project Manager will then discuss the issue or challenge and develop a course of action that remedies the issue to the satisfaction of both organizations. Exchanges such as these will be documented either in an e-mail message or a memorandum to the project file and shared between parties so the issue and final resolution of that issue are clearly documented for reference. In the rare instance where this could not occur, the issue or challenge would be escalated to the Tetra Tech Account Manager and VDEM executive management for resolution. Tetra Tech will make every effort to quickly resolve any issues that arise during project implementation at any level. To ensure adherence to the project schedule, Tetra Tech will work to resolve any issues or challenges within 1-2 days of identification of the issue or challenge (if possible).</p> <p>In contrast to issue management, as described above, Tetra Tech's change management processes are designed to manage change requests and necessary scope changes during project implementation. These processes are different from issue management in that they are proactive and focused on planning mid-course corrections during project implementation to enhance the product or avoid any future issues altogether. Tetra Tech's proposed methodology includes built-in mechanisms for change management because we recognize that the inherently iterative process of software development requires flexibility to make documented changes within the overall project scope. Therefore, Tetra Tech advocates formally revisiting several deliverables</p>
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5. C. Implementation, Support Services & Training		
		<p>throughout the proposed phases, which offers VDEM and Tetra Tech the opportunity to revisit the scope and document any change requests by revising the Functional Specifications Document and Application Design Document. Each of these documents will be modified accordingly with scope changes after each gate session (and indeed any time it is warranted to do so during project implementation). Each change will be documented in the appropriate section of each document with the date and notes about the discussion and agreements with VDEM. Tetra Tech also will analyze each proposed change to ensure it is consistent with the overall project scope and to determine any cost impacts and if additional resources would be required to implement the proposed changes. Should overall project scope or cost changes be required for any proposed changes, Tetra Tech's Account Manager, Project Manager, and Financial Manager will work the VDEM leadership to modify the contract accordingly.</p>
3.1	Does the GMS provide a standardized process for educating and training all users of the GMS?	<p style="text-align: center;"><i>No</i></p> <p>The below description of Tetra Tech's training expands upon details provide in under Service and Support Implementation. As noted in the proposed implementation plan, Tetra Tech will deliver 2 training sessions in a casual atmosphere where attendees will follow along via real-time displays of the Web-based EGMS system and Microsoft PowerPoint® slideshows. Each session will be given the appropriate time for completion and will be followed by a Question and Answer period allowing for all questions to be answered ensuring a complete understanding of each module within EGMS. Tetra Tech will coordinate with VDEM and COG personnel prior to training to ensure that the appropriate personnel will be available to attend the training slot that applies to that person's job responsibilities.</p> <p>Training agendas will be developed based on the final product and will include the following agenda items. Tetra Tech will work with VDEM and COG personnel to finalize training agendas as needed.</p> <ul style="list-style-type: none"> • Training for VDEM: <ul style="list-style-type: none"> ✓ System Administration Level Training – covers the EGMS Administration module (Tetra Tech recommends that this section of training be limited to those that will have administrative access only). ✓ Train-the-Trainer Training – covers all EGMS modules users (Tetra Tech recommends that this section of training be limited to those that will be responsible for training future employees of VDEM and Jurisdictions).

5. C. Implementation, Support Services & Training			
			Tetra Tech will provide two EGMS staff for each training session as well as a laptop computer and digital projector to be used during training. Tetra Tech staff will be responsible for clearly presenting EGMS training in its entirety, ensuring VDEM personnel have a thorough knowledge of the system prior to the conclusion of training. Tetra Tech also will provide EGMS User's Manuals and accompanying slide handouts for reference during and after training. EGMS user's manuals will consist of an Administrators User's Manual (delivered to VDEM), a Grant Managers User's Manual (delivered to VDEM), and a Jurisdiction User's Manual (delivered to COGs). All user's manuals will be delivered in hard copy form to those attending training and on CD in digital form (PDF form). Tetra Tech included costs for 20 copies of training manuals.
3.2	Does your GMS provide a targeted training plan that addresses the training needs of specific user groups and address the system transactions that group members will be required to perform?	Yes	Our training is targeted to "training the trainer." We cover all aspects of the system from the perspective all user groups – SAA system administrators, grant managers, and local jurisdictions. Our user manuals are tailorord to these groups as well.
3.3	Does your GMS provide audience/ role-specific training classes built and conducted for distinct user groups?	Yes	We have proposed a "train the trainer" approach because this approach has proven to be successful and effective for other clients. We have also provided separate training sessions delivered directly to the user groups. Our training program is flexible in this regard and, if this approach is VDEM preference, we can adjust our approach within constraints of our budget. For example, we can provide informal web-cast training sessions to targeted groups.
3.4	Do you provide ongoing training, at no charge, due to new releases and/or upgrades? Provide details on how and when this is delivered.	No	Our cost estimate does not include budget for additional on-site training for this purpose. It also does not include revisions to the final User Document if the changes occur after implementation of the system per the Initial Year 1 Software License. Tetra Tech will provide informal webcast training sessions to small groups.

5. D. Reporting & Performance			
Reporting			
1.0	Does the GMS allow all Authorized Users to run a variety of Grant Program reports? If so, provide detail of the types of reports that AU's may generate.	Yes	See Appendix 2, under the heading 5.D. Reporting & Performance – Screen Captures for Question 1.0 for screen captures of an example of this scenario.
1.1	Within the GMS, can the GMO Staff build and save ad hoc reports, designating who has access to run/view the report(s)? If yes, can the GMO Staff set/limit access of reports by categories like: county, region, role, etc.?	Yes	See answer to 1.1 above.
1.2	Does the GMS provide standard reports, designating who has access	Yes	See answer to 1.1 above.

5. D. Reporting & Performance			
	to run/view the report(s)? If yes, can the GMO Staff set/limit access of reports by categories like: county, region, role, etc.?		
1.3	Provide a list of all standard GMS reports, along with copies of each report and/or screen-shots.		See answer to 1.1 above.
1.4	Does the GMS allow all Authorized Users to run/view reports to which their specific role gives them access? If so, provide detail of how this is delivered.	Yes	See answer to 1.1 above.
1.5	Quarterly Project Progress Reports will be run for Financial and Programatic from the Sub-Grantees. Does the GMS provide a mechanism to submit Quarterly Progress Reports (Financial and Programatic)? If yes, does the GMS have a standard Quarterly Report format or can we build our own Quarterly Report form to be used within the tool?	Yes	Report will be developed.
1.6	Can the Quarterly Report submissions be tracked and does automatic system generated notices get pushed out if a Sub-Grantee's report is not received? Please provide detail of how this is delivered, to include if intervals for outstanding reminder notices can be set?	Yes	Report will be developed.
Performance			
1.7	Does your GMS have standard Service Level Agreements (SLA's) to measure performance? If yes, provide a list of Best Practice SLA's most frequently used across your customers.	No	See SLA Template Service Agreement – Exhibit H.
1.8	The accounting unit of VDEM requires predefined and custom reports that do the following: displays grant fund balance reconciliation for any given period by individual grant for a given jurisdiction shows a named date range for a given jurisdiction and individual grant. The GMS must have the following reporting and querying capabilities:		
	Number of payment requests for a period of time;	Yes	Available in existing Ad Hoc report.
	Number of payments and dollar amounts reimbursed for a specific date range;	No	Implementation of this feature would be at additional cost.
	What has been paid by year, jurisdiction government, grant program or any combination thereof;	Yes	
	Provides the number of requests that have been denied;	No	Implementation of this feature would be at additional cost.
	Provides the total days to process;	No	Implementation of this feature would be at additional cost.
	Total amount paid by year and program type	Yes	
	Listing of overdue invoices at 10, 20 and 30 day intervals from local jurisdictions	No	Implementation of this feature would be at additional cost.
	Provides uncommitted funds by jurisdiction or program	Yes	

5. D. Reporting & Performance			
	Provides the status of completion by jurisdiction and by project (entered by jurisdiction, aka Bi-Annual Strategy Implementation Report (BSIR))	Yes	
1.9	Does your GMS have the following reporting and querying capabilities? If your GMS provides the reporting and querying capabilities below, provide details and sample reports for each item.		
	Ad Hoc Reports	Yes	
	Virginia ISIP (Initial Strategic Implementation Plan) /BSIR Reports	Yes	
	Project Grant Distribution Reports	Yes	
	Project Funding by Jurisdiction Reports	Yes	
	Equipment Shipping Information Report	No	Implementation of this feature would be at additional cost.
	Special and Restricted Equipment Status Report	No	Implementation of this feature would be at additional cost.
	Equipment List Log Report	No	Implementation of this feature would be at additional cost.
	Past Audit reports	No	Implementation of this feature would be at additional cost.
	Jurisdiction Elected Officials Report	No	Implementation of this feature would be at additional cost.
	Jurisdiction Point of Contact Report	Yes	
	Grant Distribution/Fund Allocation Report	Yes	
	Grant Progress Report	Yes	
	Equipment Audit Report	No	Implementation of this feature would be at additional cost.
	LE Summary Report	No	Implementation of this feature would be at additional cost.
	Automated Notice Report	No	Implementation of this feature would be at additional cost.
	Sub-Grantee Quarterly Report	No	Implementation of this feature would be at additional cost.
	Management Quarterly Report (all grants)	No	Implementation of this feature would be at additional cost.

5. E. Content & Information Management			
Public Information			
1.0	Does the GMS provide a secure area for the Program Analyst to create/update GMS site content and links which will be visible to the GMS Users? If yes, provide detail on how this is delivered.	Yes	<p>EGMS provides a configurable subgrantee home/welcome screen to which announcements and notices can be posted and guidance or other important documents uploaded for view by Sub-Grantees. See Appendix 2, under the heading 5.E. Content & Information Management – Screen Captures for Question 1.0 for screen captures of this public area.</p> <p>EGMS also provides a mass emailing system where the SAA can create system-delivered emails, with attachments, to grant points of contact and Approved System Users. This mass emailing system is typically used to notify grant POCs on issues relating to grant guidance on to notify system users on new system</p>

5. E. Content & Information Management			
			functionality.
1.1	Upon submission of the revised GMS public content by the Program Analyst, will an email be automatically generated to the Grants Manager to review the new/revised content? If yes, provide detail on how this is delivered.	No	There is no workflow for this. This module is available for configuration in the Admin module. We would configure the role and user level module access so only approved SAA users have the ability to manage content from this module.
1.2	Does the GMS allow the Grants Manager to enter disapproval comments of the revised public content? If yes, provide detail how this is delivered.	No	See answer to 1.1 above.
1.3	Upon disapproval submission of GMS site content by the Grants Manager, will an email be automatically generated to the Program Analyst who created/revised the content with the disapproval comments? If yes, provide detail on how this is delivered.	No	See answer to 1.1 above.
1.4	Does the GMS allow the Grants Manager to approve new/revised content and submit approval of the updated content?	No	See answer to 1.1 above.
1.5	Upon GMS site content approval submission by the Grants Manager, will the the new/revised content be activated to the GMS site? If so, provide detail how this is delivered to include the turn-around time for approved content updates.	No	See answer to 1.1 above.
1.6	Does the GMS provide a public area for the GMS Users to view public information published or linked by the GMO? If yes, provide a sample screen-shot and describe how public content is delivered and viewed.	Yes	See Appendix 2, under the heading 5.E. Content and Information Management Screen Captures for Question 1.0 for screen captures of this public area.
1.7	Does the GMS link to the Federal Grant Reporting Tool where GMO Staff can follow the instructions to input BSIR data for each grant year/type required? If yes, provide detail on how this is delivered.	Yes	EGMS outputs BSIR reports by which users can directly copy data into the BSIR Federal Grants Reporting Tool. DHS has not allowed us access for direct data uploads; however, the BSIR reports are live data formatted in the same way required for entering into the GRT.
1.8	Does the GMS allow the Program Analyst to create and publish (upload) GMO and Plans for viewing by Authorized Users? If yes, provide details.	Yes	Guidance and other types of documents may be uploaded to the Documents module. They may be tied to specific grant programs, fiscal years, etc. and Sub-Grantees that fall within those parameters would have access to those document after upload.
1.9	Does the GMS allow the Program Analyst to create and publish (upload) GMO and Grant Guidance for viewing by Authorized Users? If yes, provide details.	Yes	See answer to 1.8 above.
2.0	Does the GMS allow the Authorized User to view GMO plans? If yes, provide details.	Yes	Additional information required on what GMO plans would need to be viewed. However, if the plans are uploaded into the documents module, the GMS allows Authorized Users to view. There is no public facing version of the website.
2.1	Does the GMS allow the Authorized User to view Grant Guidance? If yes, provide details.	Yes	Anything uploaded into the Documents module or to the user welcome screen/home page.

5. E. Content & Information Management			
Collaboration Management			
2.2	Does the GMS provide a feature for the GMO Staff to schedule a web/video conference or net meeting? If yes, provide detail on how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.3	Does the GMS provide a feature for the GMO Staff to moderate a web/video conference or net meeting? If yes, provide detail on how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.4	Does the GMS provide a feature for Authorized Users to participate in a web/video conference or net meeting? If yes, provide detail on how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.5	Does the GMS provide a feature which allows Authorized Users to participate in a chat room? If yes, provide details how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.6	Does the GMS provide a feature which allows Instant Messaging for Authorized Users? If yes, provide details how this is delivered and if you require any system requirements for use of this feature.	<i>No</i>	Implementation could be at additional cost.
2.7	Does the GMS provide a Message Board feature for the posting of GMO-related messages by all Authorized Users of the GMS, which still allows for the GMO Staff to perform the duties of board moderator? If yes, provide detail on how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.8	Does the GMS provide a Message Board feature for Authorized Users to create and post Message Board Topics, where Authorized Users may post messages? If yes, provide details on how this is accomplished.	<i>No</i>	Implementation could be at additional cost.
Calendar Management Features			
2.9	Does the GMS include a Calendar Management feature? If yes, can the Calendar Management feature be used with Microsoft Outlook?	<i>Yes</i>	Not tied-in with Microsoft Outlook. See Appendix 2, under the heading 5.E. Content & Information Management – Screen Captures for Question 2.9 for screen captures of an example of this scenario.
3.0	Can the GMO Staff update the Calendar of "Public" Events on the GMO Grants main page? If yes, will the Calendar of Events be used with Microsoft Outlook?, NOTE: "Public" refers to Sub-Grantees, stakeholders and partners, rather than private citizens.	<i>Yes</i>	Not tied-in with Microsoft Outlook. See Appendix 2, under the heading 5.E. Content & Information Management – Screen Captures for Question 2.9 for screen captures of an example of this scenario.
3.1	Can the GMO Staff update the Calendar of "Internal" Events on the GMO Grants main page? NOTE: Internal refers to all GMO Staff members. If yes, provide detail on how this is delivered.	<i>No</i>	Implementation would be at additional cost.
3.2	Can the GMO Staff view the GMO Internal Calendar and the Calendar of Public Events within the GMS? If yes, provide detail on how this is delivered and provide screen-shots of the views.	<i>No</i>	Implementation would be at additional cost.

5. F. IT Compliance & Hosting											
1.0	Is the vendor's proposed solution compliant with all current COV ITRM policies and standards as found at: http://www.vita.virginia.gov/library/default.aspx?id=537?	Yes									
1.1	Is the vendor's proposed solution compliant with all current COV data standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344?	Yes									
1.2	Can the solution be hosted by VITA? If yes, provide details required for VITA to host.	Yes									
		<p>EGMS requires ColdFusion MX 8 and Microsoft SQL Server 2005. Although a single server configuration is possible, Tetra Tech recommends installation of the database on one server and ColdFusion on a separate server. The ColdFusion web server platform is typically Information Services (IIS) with Windows 2003 server. Tetra Tech has implemented a design framework that takes advantage of ColdFusion's code modularization (object oriented concepts), which have been significantly enhanced in the latest version (MX8). SQL Server 2005 is the relational database management system (RDBMS) on which ColdFusion executes the business logic.</p> <p>On the client side, EGMS only requires a standard web browser, such as Internet Explorer or Mozilla Firefox. EGMS is designed for cross-browser compatibility and does not require installation of any Active X controls or Java Applets. The application uses non-persistent cookies to control application state. Therefore, cookies must be enabled on the client web browser.</p> <p style="text-align: center;">Recommended Software and Hardware for Hosting EGMS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Software Requirements</th> </tr> </thead> <tbody> <tr> <td style="width: 30%;">OPERATING SYSTEM</td> <td>Microsoft Windows Server 2003 (Enterprise Server)</td> </tr> <tr> <td>WEB SERVER</td> <td>Microsoft Internet Information Services (IIS) 6.0</td> </tr> <tr> <td>SSL WEB SERVER CERTIFICATE</td> <td>Recommended</td> </tr> </tbody> </table>		Software Requirements		OPERATING SYSTEM	Microsoft Windows Server 2003 (Enterprise Server)	WEB SERVER	Microsoft Internet Information Services (IIS) 6.0	SSL WEB SERVER CERTIFICATE	Recommended
Software Requirements											
OPERATING SYSTEM	Microsoft Windows Server 2003 (Enterprise Server)										
WEB SERVER	Microsoft Internet Information Services (IIS) 6.0										
SSL WEB SERVER CERTIFICATE	Recommended										

5. F. IT Compliance & Hosting

DATABASE	Microsoft SQL Server 2005 (Standard Edition, Enterprise Edition)
APPLICATION SERVER	ColdFusion MX 8 (recommended)
Hardware Requirements	
Processor (CPU)	Pentium IV 2.4 GHz or higher
Memory (RAM)	1 GB or greater
Disk Space	ColdFusion Web Application Code – 2 GB Documents Repository on web server – up to 50 GB SQL Server Database – 25 GB SQL Server Database daily backups stored on disk – up to 100 GB * These estimates do not include disk space required for the operating system, ColdFusion installation, and SQL Server installation.
SERVER BACKUP DEVICE	Tape Drive

End-User (Client) Software and Hardware Requirements for Using EGMS

Software Requirements	
WEB BROWSER	Microsoft Internet Explorer (Versions: 5 or higher) or equivalent
Hardware Requirements	
Memory (RAM)	128 MB or greater
Display Resolution	800 x 600 or greater

EGMS Network Bandwidth Requirements

5. F. IT Compliance & Hosting			
			<p>Bandwidth requirements can be conservatively estimated based upon the following assumptions. The average size of an EGMS website page is approximately 50 KB. EGMS could receive up to 10,000 page views per week.</p> <p>EGMS Developer Server Access</p> <p>To manage and maintain the application, Tetra Tech developers require direct access to the web application and database servers. This may be accomplished through a remote connection on the developer's local computer via the SQL Server software to databases running on the database server and access to remote desktop onto the web and database servers.</p>
1.3	<p>Indicate the number of tiers that the solution has:</p> <ul style="list-style-type: none"> • Single tier (monolithic) - all processing takes place on a single computer (desktop, mainframe, server) • 2-tier (Client and database tiers) - either the client application accesses the database directly or the business logic is implemented using triggers or stored procedures (example PL/SQL) • 3-tier (Presentation, Middle (application) and Database tiers) - Business logic is separated from Database tier • N-tier (More than 3 tiers) - example: Presentation, Controller/Mediator, Domain or Business, Data Mapping and Data Source tiers. 	N/A	3-tier
1.4	<p>Indicate what kind of client is needed on the desktop?</p> <ul style="list-style-type: none"> • Thin Client - browser only is required • Thin Client - browser plug-in required • Thick/Fat Client - s/w installed on desktop (data passed to server) • Emulator - mainframe terminal access • Desktop Only - no server needed (all components on desktop) • Other – please explain 	N/A	Thin Client
1.5	<p>What hardware platforms (server etc.) are supported? Provide details.</p>	N/A	Microsoft Windows Server
1.6	<p>Indicate which products and versions of database software (e.g. Microsoft SQL Server 2008) are recommended?</p>	N/A	Microsoft SQL Server 2005
1.7	<p>What Operating Systems and versions are supported by database, web and applications servers?</p>	N/A	Microsoft Windows Server

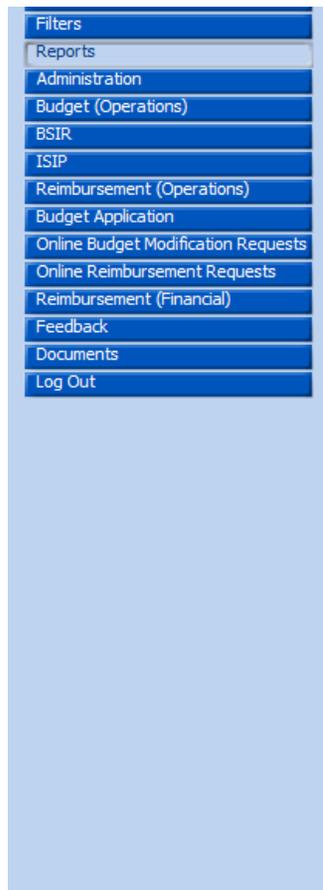
5. F. IT Compliance & Hosting			
1.8	Are there any other requirements (portal etc.) that is needed to deploy the solution on either a server or desktop? (include versions).	<i>No</i>	See answer to 1.2
1.9	Will your Solution be hosted on hardware and software platforms dedicated to VITA's sole use? If yes, please describe how this will be accomplished? If no, what further steps do you take to protect each of your customer's data from access by other customers?	<i>No</i>	See Disaster Recovery Plan.- Exhibit A – Appendix 1.

APPENDIX 1 – DISASTER RECOVER PROCESS (SEE .PDF FILE)

APPENDIX 2 – EGMS SCREENSHOTS

5.D. Reporting & Performance - Screen Captures for Question 1.0.

The following standard reports have been created for existing EGMS clients. It is expected that some of the data definitions and structures would require modifications to meet VDEM's business process; however, the below can be delivered as-is and customized as schedule and budget allow. Available standard report directly below; selected screen captures to follow.



Executive Summary Reports

Reports

- [State Homeland Security Grant Program Funding Rolled Up by Type](#)
- [State Homeland Security Grant Program Funding Rolled Up by Function](#)
- [State Homeland Security Grant Program Funding Rolled Up by Discipline](#)
- [Funding Rolled Up by Strategic Plan](#)
- [Expended Amounts by Strategy Objectives](#)
- [Grant Reimbursement Status by Grant Type](#)

Charts

- [Grant Award Summary Bar Chart](#)
- [Grant Award Summary Pie Chart](#)
- [State Homeland Security Grant Program - Expended vs. Allocated](#)

Branch and Grant Managers

Reports

- [OHS Subgrantee Progress Reports](#)
- [Funding Allocated by Grant \(Adjusted Award\)](#)
- [Funding Allocated by Jurisdiction](#)
- [Completed \(Fully Reimbursed\) Grants](#)
- [Closed Grants](#)
- [Funding Allocation by OHS per Grant Program](#)
- [Funding Allocation: By Grant](#)
- [Funding Allocation: By Region](#)
- [Funding Allocation: Grant Totals](#)

Charts

- [Grant Funding Allocation by Function/Year Bar Chart](#)
- [Grant Funding Allocation by Function/Year Pie Chart](#)
- [Grant Funding Allocation by Discipline/Year Bar Chart](#)
- [Grant Funding Allocation by Discipline/Year Pie Chart](#)
- [Grant Funding Allocation for Strategies by Goals/Objectives](#)

State Homeland Security Grant Program Funding Rolled Up by Type (screen capture). Type here means by Grant Type, which in EGMS is a sub-set of grant program used to group data, and these grant type definitions are identified by the SAA as necessary when grant programs are set up in the system:

Existing Filters: **Grantyear: 2007,2008,2009**

Year	2007	2008	2009	TOTAL
BZPP	\$1,155,000.00	\$597,000.00	\$600,000.00	\$2,352,000.00
CCP	\$164,000.00	\$181,666.85	\$212,666.83	\$558,333.68
E911	\$0.00	\$0.00	\$3,389,778.49	\$3,389,778.49
EOC	\$0.00	\$1,333,333.34	\$0.00	\$1,333,333.34
Exercise	\$0.00	\$320,000.00	\$275,000.00	\$595,000.00
IECGP	\$0.00	\$672,535.00	\$727,260.00	\$1,399,795.00
Law	\$59,125.00	\$0.00	\$0.00	\$59,125.00
Law SHSP	\$0.00	\$1,132,500.00	\$0.00	\$1,132,500.00
MMRS	\$516,290.00	\$642,442.00	\$642,442.00	\$1,801,174.00
Non-SAA-LETPP	\$861,625.00	\$0.00	\$0.00	\$861,625.00
Non-SAA-SHSP	\$513,500.00	\$570,000.00	\$1,032,000.00	\$2,115,500.00
NSGP	\$100,000.00	\$72,750.00	\$0.00	\$172,750.00
PSIC	\$21,026,663.66	\$0.00	\$0.00	\$21,026,663.66
Regionalization	\$4,760,000.83	\$4,760,051.29	\$4,805,000.00	\$14,325,052.12
SAA-CCP	\$97,514.00	\$117,667.99	\$77,260.00	\$292,441.99
SAA-LETPP	\$4,547,500.00	\$0.00	\$0.00	\$4,547,500.00
SAA-SHSP	\$424,500.00	\$3,282,500.00	\$1,130,517.00	\$4,837,517.00
SAA-TSGPSUP	\$14,678.01	\$0.00	\$0.00	\$14,678.01
SAA-UASI	\$880,500.00	\$512,445.00	\$487,176.00	\$1,880,121.00
TEAMHSRT	\$1,491,513.60	\$1,220,200.00	\$297,928.01	\$3,009,641.61
Training	\$300,486.40	\$690,000.00	\$0.00	\$990,486.40

State Homeland Security Grant Program Funding Rolled Up by Function (screen capture).

Existing Filters: **Grantyear: 2007,2008,2009**

Year	2007	2008	2009	TOTAL
Acquisition	\$15,985,491.27	\$0.00	\$0.00	\$15,985,491.27
Deployment	\$1,120,383.63	\$0.00	\$0.00	\$1,120,383.63
E911 CAD	\$0.00	\$0.00	\$1,047,374.00	\$1,047,374.00
E911 General Phase II System	\$0.00	\$0.00	\$1,033,742.49	\$1,033,742.49
E911 IP LAN System	\$0.00	\$0.00	\$788,702.00	\$788,702.00
E911 IP Voice Recorder	\$0.00	\$0.00	\$183,878.00	\$183,878.00
E911 Mapping	\$0.00	\$0.00	\$336,082.00	\$336,082.00
Equipment	\$19,283,493.03	\$18,537,919.30	\$13,956,758.28	\$51,778,170.61
Exercises	\$308,890.00	\$1,115,834.68	\$1,080,622.25	\$2,505,346.93
Management and Administration	\$2,888,543.91	\$1,564,310.49	\$1,568,221.46	\$6,021,075.86
Organization	\$175,000.00	\$0.00	\$0.00	\$175,000.00
Planning	\$10,300,384.12	\$9,573,287.95	\$7,613,053.79	\$27,486,725.86
Training	\$4,347,118.53	\$2,073,960.05	\$1,820,618.06	\$8,241,696.64
TOTAL	\$54,409,304.49	\$32,865,312.47	\$29,429,052.33	\$116,703,669.29

State Homeland Security Grant Program Funding Rolled Up by Function (screen capture).

Existing Filters: **Grantyear: 2007,2008,2009**

Discipline/Year	2007	2008	2009	TOTAL
Agriculture	\$502,529.90	\$380,000.00	\$434,579.60	\$1,317,109.50
Emergency Management	\$9,524,321.51	\$7,933,466.06	\$4,511,095.86	\$21,968,883.43
Emergency Medical Services (Fire-based)	\$717,211.52	\$516,918.61	\$443,932.37	\$1,678,062.50
Emergency Medical Services (Non fire-based)	\$754,174.94	\$631,767.78	\$470,340.78	\$1,856,283.50
Fire Service	\$1,887,399.83	\$1,357,745.18	\$1,971,274.95	\$5,216,419.96
Governmental/Administrative	\$8,501,223.48	\$4,736,064.95	\$6,152,999.04	\$19,390,287.47
Hazmat	\$1,549,942.70	\$1,053,287.45	\$1,085,499.69	\$3,688,729.84
Health Care	\$920,157.54	\$813,323.00	\$646,032.00	\$2,379,512.54
Law Enforcement	\$10,347,936.87	\$7,205,790.19	\$8,070,775.06	\$25,624,502.12
Not for Profit/Non-Profit	\$100,000.00	\$646,485.72	\$455,310.05	\$1,201,795.77
Public Health	\$2,069,068.60	\$1,135,642.26	\$914,163.86	\$4,118,874.72
Public Safety Communications	\$17,527,273.60	\$6,252,960.37	\$4,273,049.07	\$28,053,283.04
Public Works	\$8,064.00	\$16,429.88	\$0.00	\$24,493.88
Transportation	\$0.00	\$185,431.02	\$0.00	\$185,431.02
TOTAL	\$54,409,304.49	\$32,865,312.47	\$29,429,052.33	\$116,703,669.29

Expended Amounts by Strategy Objective (screen capture).

Objectives		Implementation Steps
\$2,010,783.87	1.8 Ensure adequate interoperable equipment is available for responses involving CBRNE by October 2006.	1.8.a Refine and prioritize equipment needs based on disciplines. (SEMA) 1.8.b Establish a Geographic Information System-GIS/web database to quickly locate specialized equipment resources. (MONG, SEMA)
\$59,303.91	1.9 Provide guidance on operations (tactics, techniques and procedures) and standards for equipment for application to CBRNE incidents by October 2005.	1.9.a Develop a guidance manual to maintain readiness and availability of equipment. (SEMA)
\$1,714,982.87	1.10 Improve security at State of Missouri critical assets and enhance CBRNE detection and deterrence capabilities of state law enforcement agencies by October 2006.	1.10.a Establish a plan for enhancing security and CBRNE detection capabilities at State of Missouri critical assets. (SEMA, MONG) 1.10.b Establish a plan for improving CBRNE detection and/or deterrence equipment for use by Missouri law enforcement agencies. (MSHP, SEMA)
Training/Exercises		
Objectives		Implementation Steps
\$2,040.32	1.11 Provide Missouri comprehensive and adequate training opportunities for CBRNE incidents to emergency responders and support personnel in the State annually, beginning October 1, 2004.	1.11.a Define and prioritize training needs based on disciplines. (SEMA) 1.11.b Establish training programs for levels of response. (SEMA) 1.11.c Review and revise training courses to ensure known threats are considered. (SEMA, MONG)
\$0.00	1.12 Ensure qualified professionals conduct training annually, beginning October 1, 2004.	1.12.a Establish standards and requirements for training providers. (SEMA) 1.12.b Establish and/or update GIS/web database to quickly locate experts and/or personnel with special training. (SEMA) 1.12.c Establish standards and requirements for exercise providers. (SEMA)
\$397.00	1.13 Conduct annual exercises of operational capabilities to detect, deter, prevent and respond to CBRNE incidents among federal, state and local agencies, beginning October 1, 2004.	1.13.a Develop dynamic exercises/drills regarding Potential Threat Elements (PTE), to assure effective coordination among local jurisdictions and state and federal agencies. (SEMA) 1.13.b Establish an exercise program for levels of response. (MSC, SEMA,)
\$74,973.19	1.14 Enhance readiness of communities and families to speed recovery following a CBRNE incident by promoting their involvement in Citizen Corps programs, personal responsibility, training, and volunteer service annually beginning October 1, 2004.	1.14.a Support public education and outreach efforts encouraging families and individuals to implement disaster mitigation measures, prepare for disasters and participate in crime prevention and reporting. (MSC, Disaster Recovery Partnership, SEMA, Mental Health - DMH) 1.14.b Promote consideration for special needs populations in planning for disaster response and recovery, targeted

Grant Reimbursement Status by Grant Type (screen capture).

ELECTRONIC GRANTS MANAGEMENT SYSTEM

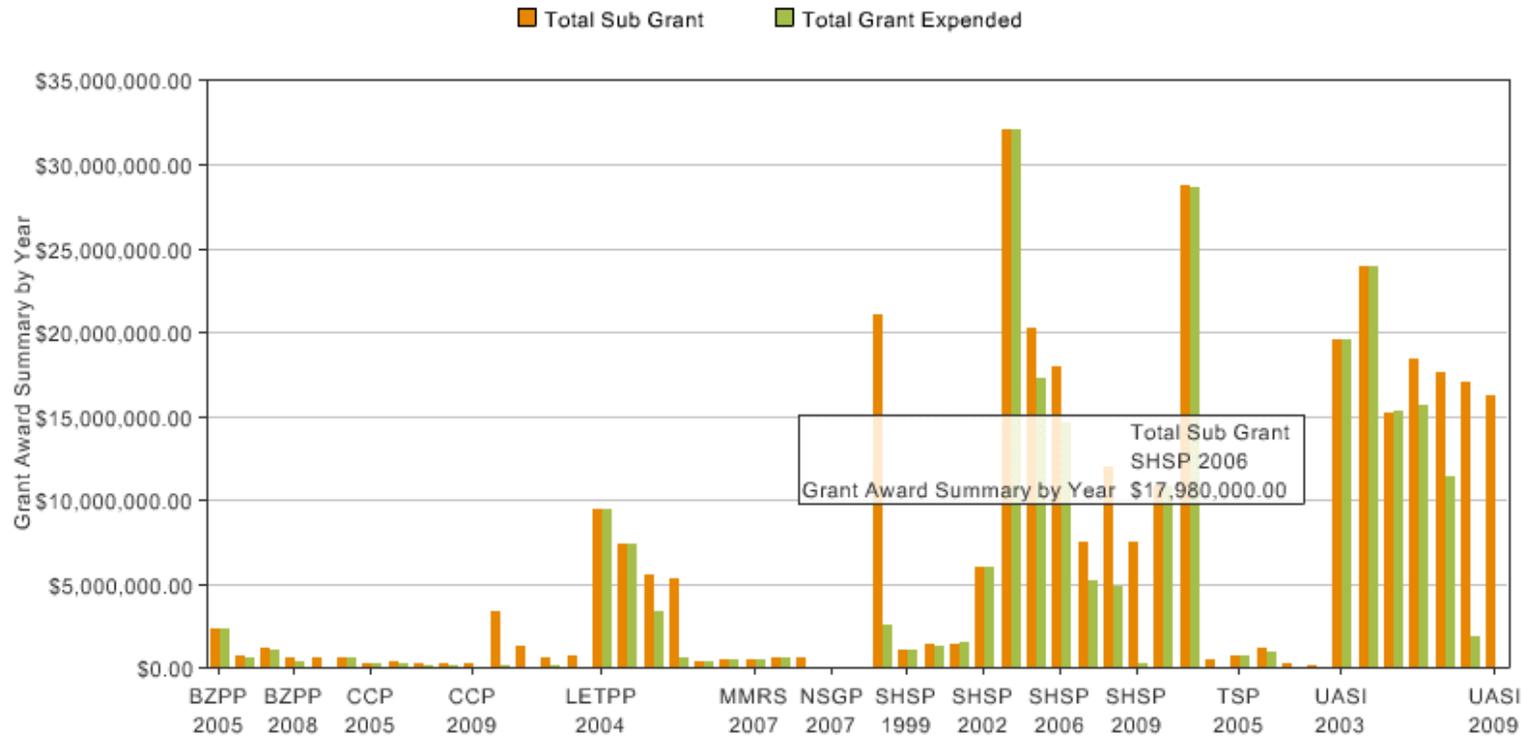
- Home
- Missouri Strategic Plan
- Filters
- Reports
- Administration
- Budget (Operations)
- BSIR
- ISIP
- Reimbursement (Operations)
- Budget Application
- Online Budget Modification Requests
- Online Reimbursement Requests
- Reimbursement (Financial)
- Feedback
- Documents
- Log Out

Grant totals up-to-date as of: **05-06-10**. Update Grant Totals (may take a few minutes)

Filter on year and/or part: 2007 -- Select Part -- Reset

Grant Type	Awarded	Reimbursed	Total Grants	Grants Completed	Grants Not Completed	% Completed
BZPP	\$1,155,000.00	\$1,002,154.76	9	6	3	67%
CCP	\$135,641.95	\$135,641.95	15	15	0	100%
E911	\$0.00	\$0.00	0	0	0	0%
EMS	\$0.00	\$0.00	0	0	0	0%
Fire	\$0.00	\$0.00	0	0	0	0%
Interoperable Communication	\$0.00	\$0.00	0	0	0	0%
Jurisdiction	\$0.00	\$0.00	0	0	0	0%
Law	\$0.00	\$0.00	1	1	0	100%
MMRS	\$516,290.00	\$488,025.90	3	0	3	0%
Non-SAA-LETPP	\$802,500.00	\$563,807.93	7	2	5	29%
Non-SAA-SHSP	\$513,500.00	\$5,177.43	3	0	3	0%
SAA - Critical Infrastructure - Local	\$0.00	\$0.00	0	0	0	0%
SAA - Critical Infrastructure - State	\$0.00	\$0.00	0	0	0	0%
SAA-CCP	\$141,872.05	\$0.00	1	0	1	0%
SAA-LETPP	\$4,547,500.00	\$0.00	2	0	2	0%
SAA-SHSP	\$424,500.00	\$365.20	2	0	2	0%

State Homeland Security Grant Program – Expended vs. Allocated (screen capture).



Year	Original Award	Reimbursed
BZPP 2005	\$2,337,773.14	\$2,337,773.14
BZPP 2006	\$756,000.00	\$686,430.70
BZPP 2007	\$1,155,000.00	\$1,096,922.15
BZPP 2008	\$597,000.00	\$355,731.27
BZPP 2009	\$600,000.00	\$0.00

OHS Subgrantee Progress Reports (screen capture).

- Home
- Missouri Strategic Plan
- Filters
- Reports
- Administration
- Budget (Operations)
- BSIR
- ISIP
- Reimbursement (Operations)
- Budget Application
- Online Budget Modification Requests
- Online Reimbursement Requests
- Reimbursement (Financial)
- Feedback
- Documents
- Log Out

Grantee Information

Grantee ID: 4683
Grant Name: [Greene County](#)
Grant year: 2008
Contact First Name: Ryan
Contact Last Name: Nicholls
Address: 833 Boonville
City: Springfield
County: Greene
Zip: 65802
Region: D
Phone: 417.869.6040
Email: nicholls@greenecountymo.org
Match Type: Local

PROGRESS

Time (59% elapsed):  09/22/08 08/31/11
Reimbursement (4%): 
 Original: \$1,000,000.00
 Adjusted: \$1,000,000.00
 Reimbursed: \$41,413.86 4% 
 Pending: \$0.00 0% 
 Balance: \$958,586.14 96% 
Matching (4%): 
 Match Allocation: \$333,333.34
 Match Reimbursed: \$13,804.61 4% 
 Match Pending: \$0.00 0% 
 Match Balance: \$319,528.73 96% 

[\(click for definitions for the above\)](#)

 [Export To Excel](#)
 [Printer-friendly](#)

Values of fields shown in red have been changed through budget modifications.

Status	Function	Discipline	ID	Item	Unit Cost	Qty	Line Item Total			Reimbursements	
							Original	Adjustment	Current	Approved	Pending
REIMBURSEMENTS											
Complete											
Complete	Planning	Emergency Management	PL1	Architect/Engineer Fees	\$733,333.34	6	\$733,333.34	\$0.00	\$733,333.34	-\$55,218.47	
Total For Complete Reimbursements										-\$55,218.47	
Pending											
No line items with pending reimbursements found.											
Total For Pending Reimbursements										\$0.00	

Funding Allocation: By Grant (screen capture).

- Home
- Missouri Strategic Plan
- Filters
- Reports
- Administration
- Budget (Operations)
- BSIR
- ISIP
- Reimbursement (Operations)
- Budget Application
- Online Budget Modification Requests
- Online Reimbursement Requests
- Reimbursement (Financial)
- Feedback
- Documents
- Log Out

Export Data To Excel: GRANT STATUS REPORTS

SEARCH CRITERIA

Please specify at least one search term.

Region: -- All --

Fiscal Year: 2009

Part: -- All --

Jurisdiction Name (beginning with):

Agency Name (beginning with):

Agency Type: Local State

Grant Status: Closed
Approved
Draft
Hold **Ctrl** to select multiple status

Grant Program: CCP

Grant Type: -- All --

Function: -- All --

Category: -- All --

Discipline: -- All --

Your report has been exported. Press the *Download Report* button to open or save the report.

[Preview Report](#) [Download Report](#)

(Continued on next page)

tracks any external budget modifications where funds were deallocated back to the overall grant program award. The 'Original' column accounts for items created against the original allocation; this includes draft and completed applications. The 'Current' column accounts for both internal and external budget modifications.

R	Jurisdiction	Grant Name	FY	Status	Original	Adjustments	Current	Reimbursed	Pending	Balance
B	Adair County CCP	Adair County CCP	2009	Approved	\$14,333.34	\$0.00	\$14,333.34	\$0.00	\$0.00	\$14,333.34
E	Bollinger County CCP	Bollinger County CCP	2009	Approved	\$20,000.01	\$0.00	\$20,000.01	\$0.00	\$0.00	\$20,000.01
F	Callaway County CCP	Callaway County CCP	2009	Approved	\$14,444.46	\$0.00	\$14,444.46	\$0.00	\$0.00	\$14,444.46
F	Camden County CCP	Camden County CCP	2009	Approved	\$11,111.12	\$0.00	\$11,111.12	\$0.00	\$0.00	\$11,111.12
E	Cape Girardeau CCP	Cape Girardeau CCP	2009	Approved	\$25,000.01	\$0.00	\$25,000.01	\$0.00	\$0.00	\$25,000.01
D	Christian County CCP	Christian County CCP	2009	Approved	\$24,444.46	\$0.00	\$24,444.46	\$0.00	\$0.00	\$24,444.46
F	Cole County CCP	Cole County CCP	2009	Approved	\$10,000.01	\$0.00	\$10,000.01	\$0.00	\$0.00	\$10,000.01
G	Douglas County CCP	Douglas County CCP	2009	Approved	\$8,333.34	\$0.00	\$8,333.34	\$3,421.62	\$0.00	\$4,911.72
D	Greene County CCP	Greene County CCP	2009	Approved	\$43,333.34	\$0.00	\$43,333.34	\$0.00	\$0.00	\$43,333.34
C	Lincoln County Health Department	Lincoln County Health Department	2009	Approved	\$10,000.01	\$0.00	\$10,000.01	\$0.00	\$0.00	\$10,000.01
E	Stoddard County CCP	Stoddard County CCP	2009	Approved	\$6,333.35	\$0.00	\$6,333.35	\$0.00	\$0.00	\$6,333.35
G	Texas County CCP	Texas County CCP	2009	Draft	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D	Vernon County CCP	Vernon County CCP	2009	Approved	\$2,888.90	\$0.00	\$2,888.90	\$0.00	\$0.00	\$2,888.90
C	Warren County CCP	Warren County CCP	2009	Approved	\$11,666.67	\$0.00	\$11,666.67	\$0.00	\$0.00	\$11,666.67
TOTALS					\$289,926.83	\$0.00	\$289,926.83	\$3,421.62	\$0.00	\$286,505.21

Funding Allocation by OHS per Grant Program (screen capture).

This report is used frequently during federal audits to show that grant program funds have been allocated to Sub-Grantees, even in cases where Sub-Grantees may not have completed their budget applications yet.

The screenshot shows a web application interface. On the left is a vertical navigation menu with blue buttons for: Home, Missouri Strategic Plan, Filters, Reports (highlighted), Administration, Budget (Operations), BSIR, ISIP, Reimbursement (Operations), Budget Application, Online Budget Modification Requests, Online Reimbursement Requests, Reimbursement (Financial), Feedback, Documents, and Log Out. The main content area is titled "Export Data To Excel: STATUS REPORT". Below the title is a "SEARCH CRITERIA" section with the instruction "Please specify at least one search term." The search criteria include: Fiscal Year (dropdown menu set to 2009), Agency Name (beginning with) (text input field), Agency Type (radio buttons for Local and State), Grant Status (checkbox list with options: Approved, Closed, Draft, Not Started), Grant Program (dropdown menu set to CCP), and Grant Type (dropdown menu set to -- All --). Below the search criteria, a green message states: "Your report has been exported. Press the *Download Report* button to open or save the report." There are two buttons: "Preview Report" and "Download Report". Below these buttons is a printer icon and a link labeled "Printer-friendly". At the bottom of the search criteria section, the text "Search Results:" is visible.

(Continued on next page)

Grant status of 'Draft' are applications that have been started by a jurisdiction but not yet approved by the SAA or ISIPs that have been started and not approved. Applications with status of 'Not Started' are those that have been awarded to the jurisdiction and the jurisdiction has not begun building a budget. 'Approved' applications and ISIPs have been approved for spending by the SAA. 'Closed' applications have completed their grant cycle and spending is complete.

Grant ID	Application	Jurisdiction	FY	Grant Status	Allocated
4728	CCP 2009	Callaway County CCP	2009	Approved	\$13,000.00
4737	CCP 2009	Lincoln County Health Department CCP	2009	Approved	\$9,000.00
4729	CCP 2009	Cole County CCP	2009	Approved	\$9,000.00
4733	CCP 2009	Adair County CCP	2009	Approved	\$12,900.00
4724	CCP 2009	Cape Girardeau CCP	2009	Approved	\$22,500.00
4725	CCP 2009	McDonald County Citizen Corps Council	2009	Approved	\$1,700.00
4734	CCP 2009	Stoddard County CCP	2009	Approved	\$5,700.00
4741	CCP 2009	Camden County CCP	2009	Approved	\$10,000.00
4736	CCP 2009	Christian County CCP	2009	Approved	\$22,000.00
4722	CCP 2009	Warren County CCP	2009	Approved	\$10,500.00
4723	CCP 2009	Greene County CCP	2009	Approved	\$39,000.00
4731	CCP 2009	Douglas County CCP	2009	Approved	\$7,500.00
4742	CCP 2009	Texas County CCP	2009	Draft	\$8,600.00
4730	CCP 2009	Bollinger County CCP	2009	Approved	\$18,000.00
4732	CCP 2009	Scott County EMA CCP	2009	Approved	\$8,000.00
4726	CCP 2009	Vernon County CCP	2009	Approved	\$2,600.00
4721	ISIP Award	Office of Homeland Security	2009	Approved	\$77,260.00
				TOTALS	\$277,260.00

5.E. Content and Information Management - Screen Captures for Question 1.0.

Below is an example of a client's configuration of the Sub-Grantee welcome screen with SAA-configured messages and documents.

Welcome to Missouri's Electronic Grants Management System (EGMS) - a web-based system developed by the State of Missouri's Office of Homeland Security, Grants & Training Branch (OHS G&T) to administer the state's homeland security grants.

- [New EGMS User Manual](#)

New Contact Information for Office of Homeland Security Grants and Training.

Office of Homeland Security
Grants and Training, Local & State Assistance
P.O. Box 749
Jefferson City, MO 65102
573-526-9012 Fax

573-522-6125 Bruce Clemonds
573-522-6776 Debbie Cheshire
573-526-9016 Jack Raetz
573-522-2379 Debbie Rathert
573-751-0788 Jay Bosch
573-526-9018 Matt Nutt
573-526-9019 Brett Hendrix
573-526-9020 Becky Covington
573-526-9014 Dee Solindas
573-526-7324 Shelly Honse
573-526-9017 Ron Gerke
573-526-7311 John Hummel
573-526-9011 Dennise Schaben
573-526-9013 Theresa Stiles

As a result of the State of Missouri fiscal year end closing, the last day Office of Homeland Security, Grants and Training will process reimbursements and payments will be 6/21/2010. Payments will be processed as soon as the State Financial system is up.

Below shows how these messages are configured in the Admin module. Through user-access functionality, only certain people are allowed to access this section.

- Home
- Missouri Strategic Plan
- Filters
- Reports
- Administration
- Budget (Operations)
- BSIR
- ISIP
- Reimbursement (Operations)
- Budget Application
- Online Budget Modification Requests
- Online Reimbursement Requests
- Reimbursement (Financial)
- Feedback
- Documents
- Log Out

Configure messages that will be displayed on the Grantee Welcome screen.

✘ - delete message. **Note:** message cannot be deleted if it has previously been posted to the welcome screen.

Add New Message

Active Messages

	Message Text	Date Posted	Update	Deactivate
1.	Welcome to Missouri's Electronic Grants Management System (EGMS) - a web-based system developed by the State of Missouri's Office of Homeland Security, Grants & Training Branch (OHS G&T) to administer the state's homeland security grants. <ul style="list-style-type: none"> • New EGMS User Manual 	08/19/09		
2.	New Contact Information for Office of Homeland Security Grants and Training. Office of Homeland Security Grants and Training, Local & State Assistance P.O. Box 749 Jefferson City, MO 65102 573-526-9012 Fax 573-522-6125 Bruce Clemonds 573-522-6776 Debbie Cheshire 573-526-9016 Jack Raetz 573-522-2379 Debbie Rathert 573-751-0788 Jay Bosch 573-526-9018 Matt Nutt 573-526-9019 Brett Hendrix	04/07/10		

(Continued on next page)

	573-526-7324 Shelly Honse 573-526-9017 Ron Gerke 573-526-7311 John Hummel 573-526-9011 Dennise Schaben 573-526-9013 Theresa Stiles			
3.	As a result of the State of Missouri fiscal year end closing, the last day Office of Homeland Security, Grants and Training will process reimbursements and payments will be 6/21/2010. Payments will be processed as soon as the State Financial system is up.	06/11/10		
4.	For assistance, please contact Theresa Stiles at the SEMA Help Desk, 1-573-526-9013 or theresa.stiles@dps.mo.gov .	06/07/10		

Inactive Messages

	Message Text	Date Posted	Date Removed	Update	Activate
1.	*Homeland Security Grant Administration Branch fax number has changed to 573.526.9271 effective immediately.*	08/19/09	09/21/09		
2.	Theresa Stiles (EGMS Help Desk) will be out of the office starting May 5. If you need immediate assistance please contact Matt Nutt at 573.526.9018 or your Grant Specialist. Thank you!	05/04/10	06/07/10		
3.	<i>Recipients of federal preparedness funds and/or equipment are required to be NIMS Compliant. This includes Department of Homeland Security funds.</i> <i>The FY 09 Grant Guidance (p. 26) states this: "To be eligible to receive FY 2009 HSGP funding, applicants must meet NIMS compliance requirements. The NIMSCAST will be the required means to report FY 2008 NIMS compliance for FY 2009 preparedness award eligibility."</i> <i>Attached is the map that should guide your decisions for funding with FY 09 DHS dollars. Please note the jurisdictions currently which have not completed their reporting and are currently not eligible to receive FY 09 funds. As they become compliant, a new map will be uploaded into the Documents section of EGMS. Also</i>	11/17/09	01/28/10		

5.E. Content & Information Management - Screen Captures for Question 2.9.

Below are some screen shots of the calendar function available in EGMS.

◀ Y ◀ M **April 2010**

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

May 2010

Show events for: ▼

June 2010 M > Y »

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26 10:00 AM-11:30 AM: Survey Webinar 11:00 AM-1:00 PM: Region H RHSOC Meeting	27	28 9:00 AM-11:00 AM: Region D RHSOC Meeting 2:00 PM-3:30 PM: Survey Webinar	29 2:00 PM-4:00 PM: Region I RHSOC	30 10:00 AM-11:30 AM: Survey Webinar	1
2	3 10:00 AM-11:00 AM: Survey Webinar 2:00 PM-10:00 PM: Region B RHSOC Meeting	4 1:30 PM-3:30 PM: Region G RHSOC Meeting	5 2:00 AM-3:30 AM: Survey Webinar	6	7 10:00 PM-11:30 PM: Survey Webinar	8
9	10	11	12	13	14	15 12:00 PM-12:00 PM: Survey Closed
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

Updating individual calendar events.

Daily Calendar Edit

Complete the form below to post an event.

Start Date: 04/28/2010 9 00 a.m.

End Date: 04/28/2010 11 00 a.m.

Event Name:

Description:

Event type:

Select the Applicable Groups

- Kansas City
- Region A
- Region B
- Region C
- Region D
- Region E
- Region F

Tetra Tech IT Integration Guide

Enterprise IT Security

Tetra Tech uses a centrally managed, layered approach of overlapping protection mechanisms, controls, assessment, monitoring, and authentication to ensure the overall security of the company's data, network and IT related resources. Policy, procedure, change management, education, and internal auditing practices assist with governance and compliance.

Security at the network edge

Internet connectivity is provided to each enterprise data center and distributed to all sites through our MPLS and VPN WAN connections. A small number of local Internet connections exist to serve specific needs. All Tetra Tech Internet connections are protected by Cisco ASA firewalls incorporating Intrusion Detection and Prevention (IDS/IPS) managed by the Enterprise IT Security Team. All firewall and IDS/IPS activity is logged and sent to a Security Information Manager (SIM) for event correlation. Changes to firewall rules must follow our Firewall Change Request Policy, and Procedure.

Security on the Wide area Network (WAN) security

Connectivity between Tetra Tech offices is accomplished using a managed MPLS network utilizing Cisco ISR routers with an operating system incorporating firewalls, IDS/IPS and other security features. Smaller sites are connected using IPSEC VPN tunnels to a Tetra Tech enterprise datacenter. All network and security devices monitored for availability and performance. Traffic between routers can be examined and blocked if necessary.

Local Area Network (LAN) security

Tetra Tech uses Cisco switches to connect company computers to our network. If required, various security features can be enabled to isolate network segments, disable unused ports, only allow certain MAC addresses to connect, etc.

Cisco's Unified Wireless platform is used to provide wireless network access. Unified wireless uses a system of Cisco Wireless Access Points (WAP) controlled by Wireless LAN Controllers (WLC) located in our enterprise data centers. All WAPs and WLCs are monitored for availability, performance, and security using a Wireless Control Server (WCS). Floorplans for each office are stored in WCS providing wireless coverage modeling, centralized WAP configuration, and management. This system also provides IDS/IPS, and will not only detect rouge access points, but allows us to generate a counter signal rendering the targeted WAPs useless.

Server/desktop/laptop security

Windows Operating systems are standard for file and print servers, desktops, and laptops. Exceptions are the Oracle Linux servers hosting our ERP software in our enterprise data centers.

All computers must authenticate to the Tetra Tech's Active Directory (AD) domain, tt.local natively, or via an approved trust between Domains. Changes to, and Management of AD are accomplished by the AD management team who are members are part of the Security Team.

Symantec Endpoint Protection (SEP) is the security agent used on all servers, desktops, and laptops. SEP provides antivirus, antispymware, firewall, host based intrusion protection, application, and device control. Like other security platforms at Tetra Tech, SEP is centrally managed by redundant, geographically separate management servers. SEP receives policy and updates from our SEP management servers as well as directly from Symantec via any available Internet connection should our SEP management servers become unavailable or laptop users are not connected to Tetra Tech.

Additional security is afforded by following the practice of not providing local administrator privileges to users.

Mobile phone security

Tetra Tech has standardized on Windows Mobile and BlackBerry devices for smartphone and PDA phones. These devices must be acquired through the company's procurement procedure. All PDA and Smartphone's are managed through a combination of Exchange Server policy and BlackBerry Enterprise Server (BES) policy requiring a mandatory 4 digit PIN number to unlock the device after 15 minutes of inactivity. Incoming calls can be answered, and 911 calls placed without first unlocking the device. Additionally, these devices can be remotely wiped if lost or stolen.

Remote access

Remote access to Tetra Tech is currently only allowed for Tetra Tech computers. Connectivity is accomplished using a Cisco AnyConnect VPN client installed on the local computer. Using Cisco AnyConnect establishes an SSL VPN connection to one of 3 endpoints in North America. Connecting users are then authenticated to AD and dependant on the user's membership in an AD VPN Access Group. Cisco AnyConnect is configured to fail-over to any of the other endpoints should one become unavailable. Encrypted Terminal Server and Citrix server connections are used to support particular applications.

Datacenter security

Tetra Tech's enterprise data centers differ from regular Tetra Tech offices in that they house data, systems, and applications used by the entire company. Our enterprise data centers host our email, ERP, Intranet, Internet connectivity, VPN endpoints, wireless management, security platforms, externally facing hosted services for clients, and other services. With this elevated importance, our enterprise data centers use larger, more sophisticated switches, routers, and security measures. Physical and electronic access is strictly controlled. In addition to the security measures previously mentioned in this document, our enterprise data centers use switch based firewalls and IDS/IPS, secure VLAN's, network analysis modules (NAM), backup power, redundant circuits, load balancers, traffic shapers, and other systems. Additionally, the security team uses a dedicated vulnerability assessment (VA) system to evaluate and help remediate vulnerabilities in the operating systems, databases, applications, and hosting environments used in our data centers.

Identity management and authentication

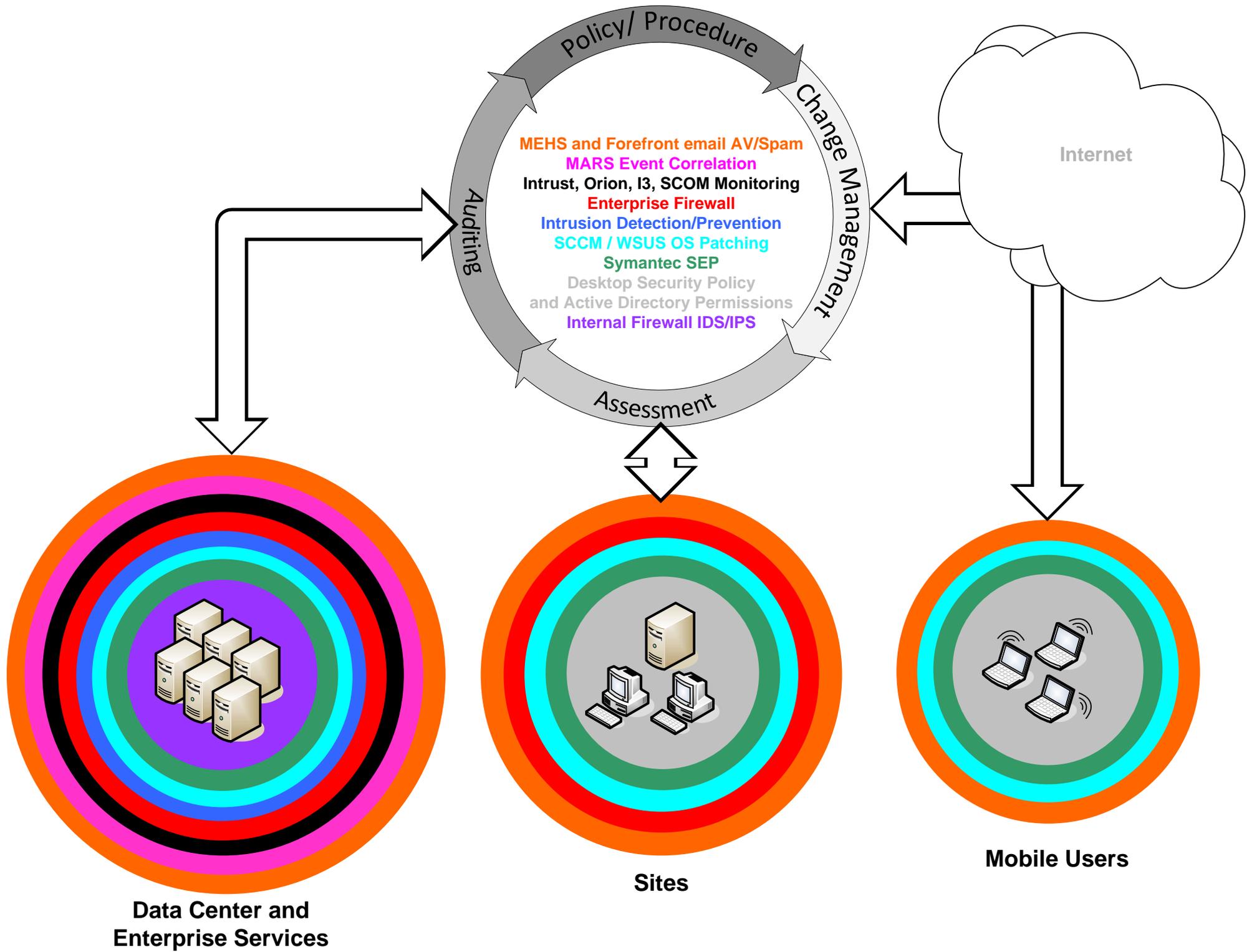
As mentioned elsewhere, Tetra Tech uses Active Directory to house, manage, and control permissions for servers, desktops, laptops, printers, plotters and similar resources. Objects in AD are governed by instructions provided in Tetra Tech's AD Handbook. All computers must authenticate to the Tetra Tech's Active Directory (AD) domain, tt.local natively, or via an approved trust between Domains. Access to IT resources that are not part of AD like routers, switches, firewalls and other devices is accomplished using Cisco Access Control Server (ACS) ACS policies are configured to authenticate to AD.

Patch management

Tetra Tech currently uses Microsoft WSUS as its standard patch management system for Windows operating systems. Companies not using their own WSUS server will be managed by Tetra Tech's WSUS server. Work is underway to use Microsoft System Center Configuration Manager (SCCM) as our standard patching system for the entire enterprise.

Asset management/operating system deployment/application deployment

Tetra Tech has deployed SCCM throughout the enterprise to provide a single platform for computer asset management, patch management, operating system deployment (OSD), and application deployment. SCCM is centrally managed, extremely scalable client management system configured in a hierarchical arrangement with the primary server in an enterprise data center communicating to a secondary server/management point/software distribution point present on each Domain Controller with an SCCM client on every Windows based computer. Asset information is available for each computer or collection of computers. Software packages can be deployed to individual or large collections of computers using elevated privileges. SCCM will also be utilized as our enterprise patching platform and operating system deployment mechanism.



MEHS and Forefront email AV/Spam

MARS Event Correlation

Intrust, Orion, I3, SCOM Monitoring

Enterprise Firewall

Intrusion Detection/Prevention

SCCM / WSUS OS Patching

Symantec SEP

Desktop Security Policy
and Active Directory Permissions

Internal Firewall IDS/IPS

1. Allen DR Plan Executive Summary

1.1. Scope

This document contains an Executive overview of Tetra Tech Disaster Recovery Site Plan for the production Data Center located in Allen, Texas in the event of a disaster which renders the Allen Site inoperable. It will cover management as well as technical recovery steps. It does NOT cover detailed procedures: it will indicate WHAT must be done, but the HOW will reside in separate procedures document.

1.2. Overview

The DR approach being used involves various OS and Application-dependent recovery techniques where the data from Tetra Tech Production Allen Data Center is replicated continuously to DR servers in the Morris Plains facility. Upon the occurrence of a major outage at the Allen facility the DR system will essentially switch over to point at the already synchronized recovery servers at Morris Plains, thus minimizing downtime and data loss. The DR servers will become the primary servers, and once internal and external DNS pointer are switched over to Morris Plains it will look like the pre-disaster systems to anyone accessing the applications and data.

1.3. Applications and Associated Backup Systems

Subsystem	Application	Backup System	Description
BD Portal		DPM	Client Relationship Tracking whereby all marketing and sales efforts are entered.
Exchange	tMail	Exchange Database Recovery	Tetra Tech's Messaging Aplication
Microsoft File and Application Servers		DPM	Various files/applications running on MS Server Operating Systems
PM Portal		Various	A series of applications providing tools enriching the project management experience and support of the business.
RMFT		DPM	Managed File Transfer where large files can be sent and received by our employees and clients.
Security	Active Directory	Redundant AD servers at all sites	Client Relationship Tracking whereby all marketing and sales efforts are entered.
Sharepoint		Various	Utilized for project collaboration where employees, vendors, clients and other interested parties can share documents, files, drawings, etc. Sharepoint can also be customized to meet particular needs of our clients.
Tetra Linx		Oracle Recovery Manager	Enterprise Resource Planning (ERP) system which supports accounting, time keeping and project management activities.
Tetra Linx	Accounts Payable	Oracle Recovery Manager	Handles all accounts payable from Tetra Tech

Subsystem	Application	Backup System	Description
Tetra Linx	Accounts Receivable	Oracle Recovery Manager	Handles all accounts receivable to Tetra Tech
Tetra Linx	Contracts	Oracle Recovery Manager	Oracle Project Contracts supports the contract management needs of project driven organizations, including commercial and government contractors, agencies, and subcontractors.
Tetra Linx	Dynamic Invoicing	Oracle Recovery Manager	Allows customized invoicing for each client and each project.
Tetra Linx	Financial/Accounting	Oracle Recovery Manager	Main financial information repository providing various levels of reporting
Tetra Linx	General Ledger	Oracle Recovery Manager	Core financial system. End point for all financial transactions
Tetra Linx	Procurement	Oracle Recovery Manager	Supports acquisition and payment for all resources, personnel and machinery required for projects at Tetra Tech.
Tetra Linx	Projects	Oracle Recovery Manager	Project related coordination and support for Tetra Linx

1.4. DR Plan

#	Task Name	Pre-Req	Responsibility	On Completion	References
1.0	INITIATION				
1.1	Notify Management of DR Plan Initiation		Crisis Management Team (CMT)	Notify CIO, Exec Mgmt Go to 2.1	
2.0	BUSINESS COMMUNICATION				
2.1	Establish communication protocols for required recovery personnel (cell phone, Non-TT email, home phone, etc)	1.1	CMT, Recovery Team Support Coordinators (RTSC)	Notify CIO, Exec Mgmt Go to 2.2	
2.2	Notify Affected Recovery Team (RT) Personnel	2.1	CMT, RTSC, Recovery Team(RT)	Go to 2.3	
2.3	Establish Recovery Team (RT) and their communications protocols	2.2	RTSC, RT	Go to 2.4	
2.4	Initiate recovery operations (Morris Plains)	2.3	RTSC, RT	Notify CMT Go to 3.1	
3.0	EXECUTION				
3.1	Perform Initial Recoveries	2.4	RT, RTSC	Notify CMT Go to 3.2	
3.2	Test Initial Recoveries	3.1	RT, RTSC	Notify CMT Go to 3.3	
3.3	Perform Secondary Recoveries	3.2	RT, RTSC	Notify CMT Go to 3.4	
3.4	Test Secondary Recoveries	3.3	RT, RTSC	Notify CMT	

#	Task Name	Pre-Req	Responsibility	On Completion	References
				Go to 4.1	
4.0	COMPLETION				
4.1	Perform DNS Switchover	3.4	WAN Director	Notify CMT Go to 4.2	Tetra Tech Disaster Recovery Network Procedures Allen-MP.doc
4.2	Send notifications to coordinators of system availability.	4.1	WAN Director	Notify CMT Go to 4.3	
4.3	Test access with CMT	4.2	CMT, Recovery Team	Notify CIO, Exec Mgmt Go to 4.4	
4.4	Notify all users	4.3	CMT	Notify CIO, Exec Mgmt Go to 5.0	
5.0	MONITORING				
5.1	Monitor Systems	4.4	Recovery Team		



IT System Security Policy

DEPT: Information Technology
TYPE: Policy
AREA: PPS
OWNER: TI Director

DOC ID:
DATE:
REVISION: 12
DISTRIBUTION:

IT System Security Policy-Final.doc
9/30/2008
APPROVED BY: Craig Christensen
TI Internal

PURPOSE

The purpose of this policy is to:

- Establish an enterprise-wide approach to information security
- Prescribe a top level security policy and provide references to additional specific policies and operational procedures that help identify and prevent the compromise of information security and the misuse of company data, applications, networks and computer systems.
- Define mechanisms and practices that protect the reputation of Tetra Tech and allow Tetra Tech to satisfy the company's obligations to its employees and clients as well as regulatory compliance and governance organizations.

SCOPE

This Information Technology Security Policy and all polices referenced herein apply to all divisions and subsidiaries of Tetra Tech, including employees, contractors, and consultants.

MINIMUM REQUIREMENTS

General Policy

- Tetra Tech will use a layered approach of overlapping protection mechanisms, controls, monitoring, and authentication to ensure the overall security of the company's data, network and system resources.
- Change management practices will be used to approve and record changes to critical company systems.
- Security audits of servers, firewalls, routers, client security settings and monitoring platforms must be conducted on a regular basis. These reviews must include firewall and intrusion detection logs as well as ongoing assessment of security correlation systems logs and reports.
- Vulnerability and risk assessment testing should be conducted on a regular basis, at a minimum of once per year, perhaps more on systems containing sensitive data.
- Users should be educated on data sensitivity issues, levels of confidentiality and the mechanisms used to protect the data. Training should be tailored to fit the role of the individual, IT Manager, Network Administrator, Developer, Help Desk and User.
- Violation of the Information Security Policy may result in disciplinary action, including termination of employment and/or prosecution as outlined in the [Computer Use Policy](#)

Access Control

- Access to the network, servers, desktops, laptops and other networked systems and peripherals must be achieved by individual and unique logins, and must require authentication to a single set of credentials present in the internal tt.local Active Directory Domain. Authentication includes the use of passwords, smart cards, biometrics, or other recognized forms of authentication. Where possible, applications such as ERP software that may require their own unique permissions structure within the application should federate or synchronize with Active Directory accounts and permissions. See [User Permissions and Password Policy](#)
- Publicly accessible internal applications used by Tetra Tech must be secured by an enterprise firewall or security appliance. Those applications must prompt for network logon credentials and must use SSL encryption.
- Approval from the Director of Enterprise IT Security must be obtained before applications are made available via the Internet. Access to these applications is germane with the needs of the user community.
- Public Facing applications including FTP servers accessible to non Tetra Tech staff should reside on an enterprise firewalled DMZ and should either be stand alone or should reside in a single resource domain with a one way trust to the tt.local Active Directory Domain. Anonymous FTP is prohibited.
- Remote connectivity must be accomplished utilizing a company supplied VPN client or via SSL VPN controlled through Active Directory group membership. See [Computer Use Policy](#).
- Following the least privilege model, data classification must have sufficient granularity to allow appropriate authorized access but prevent access to everyone else. There is a delicate balance between protecting the data and permitting access to those who need to use the data for authorized purposes. This balance should be recognized.

- File level permissions must be controlled using security groups within the tt.local Active Directory domain. Granting privileges to individual accounts should be avoided.
- Terminated employees must have their accounts disabled in a timely manner after notification is received from human resources. The notification must be disseminated to appropriate support and management staff. Since there could be delays in reporting changes of employment status, periodic user access reviews should be conducted by entity IT administration as well as Enterprise IT Security department staff. See [Employee Termination Policy](#).
- Monitoring must be implemented on all authentication mechanisms, recording logon attempts and failures, successful logons with date and time of logon and logoff.
- Activities performed as domain admin must be logged where it is feasible to do so.
- Enterprise admin, domain admin and top level OU admin privileges are controlled by the Director of Enterprise IT Security. Entity level OU admin privileges are controlled by the business unit IT Directors. Local administrator access should only be granted to IT staff.
- Personnel who have enterprise admin, domain admin, OU admin or local administrator access should use other less privileged accounts for performing non-administrative tasks.
- Non-company owned computers such as those used by contractors, visitors or guests must use either the company provided Wi-Fi guest account or a segregated, wired network connection providing a firewalled, Internet-only connection.
- Access to Enterprise Network and Security devices must be strictly controlled by the Director of Enterprise IT Security or the Director of Enterprise WAN and Telecommunications.

Data Classification

It is essential that all company data be protected. There are however gradations that require different levels of security. All data should be reviewed on a periodic basis and classified according to its use, sensitivity, and importance. We have specified the classes below:

- **High Risk** - Information assets for which there are contractual or legal requirements for preventing disclosure, financial penalties or loss of reputation. Data covered by federal and state legislation, such as SOX, HIPAA or the Data Protection Act, are in this class. Payroll, personnel, and financial information are also in this class because of privacy requirements. This policy recognizes that other data may need to be treated as high risk because it would cause damage to Tetra Tech if disclosed or modified. Determination for this classification should be made by Executive Management or Project Management staff.
- **Confidential** – Data not meeting criteria for high risk classification but which may still cause financial loss to Tetra Tech, affect its operations, client relationships or contractual responsibilities. Company project information is in this class.
- **Public** - Information that may be freely disseminated.

All information resources should be categorized and protected according to the requirements set for each classification. The data classification and corresponding level of protection should be consistent throughout the company

Data Security

- All high risk company data must be stored on company servers or storage systems. No unique data should be stored on laptops, desktops, PDA's, Smartphone's (See [Wireless Telecom Policy](#)), removable storage or non-company owned equipment.
- Backups of high risk data must be encrypted. See [Server Backup Policy](#).
- No company-owned system or network subnet can have a connection to the Internet without the means to protect the information on those systems consistent with its risk classification. Protection methods must be approved by the Enterprise IT Security Director.
- High risk data must be encrypted during transmission.
- High risk data must reside in an enterprise data center or regional data center and must be segregated from other information.
- Systems housing high risk data should reside in a separate network subnet on enterprise class switches, protected by integrated firewalls, and intrusion detection / prevention systems.



IT System Security Policy

DEPT: Information Technology
TYPE: Policy
AREA: PPS
OWNER: TI Director

DOC ID:
DATE:
REVISION: 12
DISTRIBUTION:

IT System Security Policy-Final.doc
9/30/2008
APPROVED BY: Craig Christensen
TI Internal

- When systems are disposed-of, or repurposed, data must be wiped, certified deleted, or disks destroyed consistent with industry best practices for the risk classification of the data. See [Data Retention and Destruction Procedure](#)

System Security

- All company computers must have a company-owned, licensed, standard operating system installed. The operating system must be up-to-date with current security patches. See [Operating System Patching Procedure](#)
- Systems housing information categorized as high risk must be continually monitored for availability and integrity.
- The Director of Enterprise IT Security is responsible for the selection and implementation of enterprise security agents.

Malware Protection

- The willful introduction of computer viruses or disruptive/destructive programs into the company's is prohibited, and violators may be subject to disciplinary action and/or prosecution.
- All company owned computer systems and/or any computer system connecting to the company network or Internet must be protected from malware using an agent installed from the enterprise antivirus system.
- All incoming and outgoing email must be scanned for Malware.
- Computers infected with Malware that cannot be cleaned or quarantined will have the event logged in a service ticket assigned to the Helpdesk for immediate action. If the Helpdesk cannot remove the offending software then the incident will escalate to Enterprise IT Security department staff following the procedures outlined in the Computer Security Incident Response Plan. See [Computer Security Incident Response Plan](#)

Intrusion Detection and Prevention

- Intrusion detection must be implemented on all Internet connections serving any data center housing data classified as high risk.
- Intrusion detection must be implemented on all enterprise class switches in enterprise data centers. Servers housing data classified as high risk must be connected to these switches.
- Intrusion detection and prevention must be implemented on all servers housing data classified as high risk and possibly data classified as confidential if the business dictates

Internet

- Internet usage is provided for legitimate company purposes. Personal usage must be limited and must not interfere with or affect company Internet utilization. See [Computer Use Policy](#)
- All Internet connections must be protected by a firewall or security device approved by the Enterprise IT Security Director. Internet connections to sites housing data categorized as high risk must also employ intrusion detection.
- Firewall and intrusion detection logs should be directed to security event log servers to perform event correlation. Event log correlation servers must be configured to notify and alert Enterprise IT Security staff of potentially harmful activity or anomalous behavior.
- All systems connected to the Internet including those used by guests, visitors or contractors must be current with security patches.
- All company-owned computers connecting to the Internet must be protected from malware using an agent installed from the enterprise antivirus system.
- Non company-owned computers such as those used by contractors, visitors or guests connecting to the internet through Tetra Tech Internet connections must be using an antivirus agent recognized by Tetra Tech IT staff with up to date signatures and patches.
- Tetra Tech can and will block certain Internet activities that are deemed unsuitable and/or unacceptable.

Exceptions

In certain cases, compliance with specific policy requirements may not be immediately possible. Reasons include, but are not limited to, the following:



IT System Security Policy

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- Newly acquired companies that have not started integration with Tetra Tech Information Technology systems, practices or policies.
- Legacy systems in use which do not comply with Tetra Tech Information Technology standards or policy, but replacement or alignment have been planned for.
- Costs for immediate compliance alignment are disproportionate to the potential damage and plans are in place for reconciliation in the next budget cycle.

In such cases, entities must develop a written explanation of the compliance issue, including a plan for complying with Tetra Tech's Information Security Policy in a reasonable amount of time. Explanations and plans must be submitted to the CIO, VP of Information Technology and / or the equivalent officer(s) for approval.

RESPONSIBILITIES

The IT Council and the Director of Enterprise IT Security are responsible for implementing this policy. The IT council is comprised of the Chief Information Officer (CIO), the Vice President of Information Technology, and the IT Director of each business unit within Tetra Tech.

- The Director of Enterprise IT Security must ensure that this policy and all related security policies are updated on a regular basis and published as appropriate.
- IT staff and the general user population should be educated on how this policy affects them.
- Business Group IT Directors and Unit IT Managers are responsible for ensuring the adoption and implementation of this policy and all referenced policies within their respective business units.
- Enterprise IT Security and Network staff are responsible for selecting, implementing, operating, maintaining and monitoring all enterprise security platforms and systems including, but not limited to anti-malware and operating systems.

REFERENCES



Information Technology Management System Overview

DEPT: Information Technology DOC ID: ITMS System Overview-08262008.doc
TYPE: Policy DATE: 8/29/2008
AREA: ITMS REVISION: 5 APPROVED BY: Craig Christensen
OWNER: TI Director DISTRIBUTION: TI Internal

PURPOSE

The purpose of the Information Technology Management System (ITMS) is to provide a platform and a process for publishing and approving Tetra Tech Information Technology (IT) policies, procedures and guidelines, including IT standards for hardware, software and related technology. The documents and information posted herein will establish minimum requirements and guidelines for Tetra Tech IT. The system will provide an area for Business Groups (BG) to publish policies, procedures and guidelines specific to each.

SCOPE

The ITMS covers all IT activities and services for Tetra Tech and associated entities.

MINIMUM REQUIREMENTS

Definitions and Abbreviations

Throughout this document the term *must* and *should* are used carefully:

- “Musts” are not negotiable
- “Shoulds” are goals for Tetra Tech and action should be taken to move these items into compliance.
- The terms “data” and “information” are used interchangeably.
- BG = Business Group

Control of ITMS Policies and Procedures

Each document will have an owner who is a senior member of the IT Organization. The owner is responsible for maintenance of the document and for establishing the necessary controls to assure compliance.

Enterprise policies, procedures, guidelines and standards will be approved in accordance with the IT governance structure. All Enterprise IT Policies will require the signature of the CIO and the functional VP or Director of the area to which the policy applies. The IT Business Group Directors are responsible for the implementation and adherence to the minimum requirements established by Tetra Tech.

BG's are authorized to provide additional minimum requirements. However, they shall neither modify nor conflict with minimum requirements established by Tetra Tech IT. Group Level IT Policy will require the approval of the appropriate Business Group IT Director, Business Group President and CIO or designee.

BG IT Management is responsible for the implementation and adherence within the Group. IT personnel should meet minimum requirements as outlined in the ITMS. IT Personnel must approach each situation leveraging ITMS but should use common sense to meet requirements. If deviations are required, they should be approved by the BG IT Director or the appropriate enterprise functional lead.

All final documents will be posted in ITMS as they are approved. Draft documents will be posted in a separate section of the ITMS for comment and review.

Conformance, Monitoring, and Audit

Tetra Tech IT will monitor, measure and audit key operations and activities within IT to ensure compliance with ITMS. Violation of policies, procedures, guidelines and standards within ITMS may result in disciplinary actions up to and including termination and/or legal action.

At a minimum, the CIO and the IT Council will review the policies annually to determine their continuing suitability, adequacy and effectiveness. In accordance with the IT Governance Structure, they will direct such changes as necessary to improve the overall effectiveness of the IT organization.



Information Technology Management System Overview

DEPT: Information Technology
TYPE: Policy
AREA: ITMS
OWNER: TI Director

DOC ID:
DATE:
REVISION:
DISTRIBUTION:

ITMS System Overview-08262008.doc
8/29/2008
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APPROVED BY: Craig Christensen
TI Internal

REFERENCES AND ATTACHMENTS

The policy documents within the ITMS system comprise, at a minimum, the following:

- IT Asset Life Cycle Policy
- IT Change Management Policy
- IT Projects & Project Management Policy
- IT Server Backup Policy
- IT System Security Policy

EXHIBIT B PRICING
CONTRACT NUMBER VA-110215-TTEM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TETRA TECH EM INC.

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit B and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

Item Description	Item Fees
EGMS Initial Software License Fee	\$ 45,000.00
Annual Maintenance	
Year 1	10% of the combined total of the initial software license fee and optional system customization costs
Year 2	7.5% of the combined total of the initial software license fee and optional system customization costs
Year 3	5% of the combined total of the initial software license fee and optional system customization costs
Supplier Hosting Fees:	\$500/month

<i>Optional or Additional Services</i>	<i>Fee (provide Unit of Measure for each, ie: Hourly; Per Class; Annual, etc)</i>
Additional Module(s)	Not applicable
Additional Hosting Fees	Not applicable
Remote Training (Live Training)	\$2,000/one day class
Online Webinar Training (canned-training)	Not applicable
Onsite Training	\$4,500/one day class
Vendor Site Training	\$4,500/one day class
Labor Rates for Project Resources for EGMS Customization: (detail all)	
Labor Rates for Account/Program Manager	\$190/hour
Labor Rates for Deputy Account/Program Manager	\$110/hour

<i>Labor Rates for Systems Engineer</i>	\$140/hour
<i>Labor Rates for Developer</i>	\$120/hour
<i>Labor Rates for Trainer</i>	\$95/hour
<i>Labor Rates for Administrative Assistant</i>	\$80/hour
<i>Labor Rates for Database Administrator</i>	\$90/hour
<i>Labor Rates for Business Analyst</i>	\$125/hour
<i>Labor Rates for Web Designer</i>	\$105/hour

**EXHIBIT C ESCROW AGREEMENT
CONTRACT NUMBER VA-110215-TTEM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TETRA TECH EM INC.**

Exhibit C is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit C and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

EXHIBIT D-X STATEMENT OF WORK (SOW) TEMPLATE
CONTRACT NUMBER VA-110215-TTEM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TETRA TECH EM INC.

Exhibit D-X is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit D-X and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

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

STATEMENT OF WORK

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

1. Project Scope and Understanding of the Requirements

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

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

2. Contract Products and Services to Support the Requirements

a. Solution Components

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

b. Services

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

c. Training and Knowledge Transfer

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

transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User.

d. Support

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

3. Project Events and Tasks

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

4. Period of Performance

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

5. Place of Performance

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

6. Milestones, Deliverables, Payment Schedule, and Holdbacks

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

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

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

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

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

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

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

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

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

7. Acceptance Criteria

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

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

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

8. Assumptions and Project Roles and Responsibilities

This section contains assumptions specific to this engagement.

State assumptions here.

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

(Sample Responsibility Matrix)

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

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

9. Security Requirements

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

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

10. Risk Management

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

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

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

Performance Bond.

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier’s obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form

customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

11. Reporting

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

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

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

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

12. Point of Contact

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

Authorized User: _____

Supplier: _____

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

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

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

EXHIBIT G: 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: Chad Dobrei

Organization: Tetra Tech EM Inc

Date: 2/8/11

EXHIBIT H SERVICE LEVEL AGREEMENT
CONTRACT NUMBER VA-110215-TTEM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TETRA TECH EM INC.

Exhibit H is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit H and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

PURPOSE

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between the Supplier and the Authorized User to deliver specific support services, at specific levels of support, and at an agreed-upon cost and timeframe. This document is intended to provide details of the provision of Help Desk support, which includes levels 1, 2, and 3 application support services to Authorized User.

SCOPE OF AGREEMENT

The Supplier will provide the following support services.

Help Desk Support

Supplier has a Help Desk hotline and a Web-based trouble-ticketing system. EGMS users can call the hotline to receive assistance, report a program bug, or ask questions about the system. Supplier will maintain records of all hotline requests using the trouble ticketing system. Authorized User will also have direct access to the Web-based trouble-ticketing system for direct input and reporting.

Supplier will provide the following services in response to requests for help support.

- **Corrective maintenance**—Defined as activities associated with root-cause analysis and bug-fix isolation and resolution.
- **Root-cause analysis**—Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
- **Bug fixes**—The emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

Requests for Support Specifically Covered Under This Agreement

The following application-related services are provided under this agreement:

Levels 1, 2, and 3 Support— There are three levels of support that Supplier will provide under this agreement. Level 1 (help desk), level 2 (infrastructure support), and level 3 (bug fixes) shall be provided by Supplier for EGMS in production as described below and in Appendix A of this Exhibit. These levels are defined as follows:

- **Level 1**—This is support provided by the Supplier help desk when it receives the Support Request from users of EGMS. If this level of support cannot resolve the problem, the Support Request is passed to Supplier level 2 support, which is the infrastructure support specialist.
- **Level 2**—This is support provided by Supplier infrastructure support or subject matter specialist. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the Support Request is passed to Tetra Tech's level 3.
- **Level 3**—This is support provided by a Supplier application support specialist on an as-needed basis according to established rates. This level of support does perform code modifications, if required to resolve the problem.

Requests for Services Not Covered Under This Agreement

This agreement does not cover the following requests. However, Supplier would be pleased to provide a separate statement of work in proposing services to address any of the following:

1. **Federally mandated updates**—Supplier will not under this agreement perform necessary modifications to the Authorized User instance of EGMS to maintain compliance with new Department of Homeland Security (DHS) mandates, even if such mandates render an existing EGMS module or function to become obsolete. However, Supplier recognizes that such DHS mandates may impact the Authorized User instance of EGMS and will be available to the Authorized User under a separate statement of work should the Authorized User require such services from Tetra Tech. The separate statement of work would use the cost schedule presented in Exhibit B.
2. **New development or other enhancements**—Supplier will not under this agreement perform any new development for or any other enhancements to the Authorized User's instance of EGMS. However, Supplier understands that Authorized User business requirements will evolve over time and that the Authorized User might require modifications to EGMS functionality to conform to new requirements. Should new requirements be realized by the Authorized User, Supplier can provide support services to the Authorized User under a separate statement of work using the cost schedule presented in Exhibit B. Such new development or other enhancements would be specifically defined under a separate statement of work, but could include:
 - Documentation of new business requirements (business analysis).
 - New or added interfaces to EGMS or other systems.
 - Adding new screens or modifications to existing screens.
 - New report development.
 - Addition of data fields.
 - Business rules changes (such as pricing rules changes, distributor alignment, etc.).
 - Deployment of existing applications to new locations.
3. **On-call support management**—Tetra Tech's support managers are not required to be on-call beyond the timeframes and support levels as described in Appendix A of this Exhibit. If at a later date Authorized User requires the support manager to be on-call for a specific purpose, or on a longer-term basis, then the Supplier support managers will be compensated at the standard on-call rate for level 3 support staff, and Authorized User shall be charged for this service.
4. **Upgrades to ancillary application software and associated hardware**—Supplier is not required to support installation of upgrades to ancillary application software or hardware associated with EGMS, when an upgrade to an existing system is released. This includes upgrades to existing hardware and software that is ancillary to EGMS and other software that is not maintained or supported by Tetra Tech.

5. **Assistance with application usage**—Supplier will not provide under this agreement advice about or education on how to use applications other than EGMS, including completing transactions, creating users within or for an application, or on the purpose of an application other than EGMS.
6. **Assistance with application environment support**—Supplier will not provide under this agreement advice about how to use, maintain, and support application environments other than EGMS, including application development tools, application server software, and databases.
7. **Assistance with application usage when unsupported or nonstandard hardware or software is involved**—Supplier will not provide under this agreement assistance with application usage when unsupported or nonstandard hardware or software is involved. Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
8. **Adaptive maintenance**—Supplier will not provide under this agreement any adaptive maintenance. Adaptive maintenance is defined as activities relating to upgrades or conversions to an application other than EGMS due to new versions of operating environment, including operating system, application server, or database software.
9. **Perfective maintenance**—Supplier will not provide under this agreement any perfective maintenance. Perfective maintenance is defined as activities relating to enhancements to provide additional functionality to an application other than EGMS.
10. **Modifications to original application specification**—Supplier will not provide under this agreement any modifications to the original application specification or any functionality not specified in the agreed design specifications. Changes in Authorized User's organization or business needs (such as a reorganization or change in business practice) may make the current specification obsolete. When this occurs, Authorized User should initiate a request for enhancement to update the system.
11. **Evaluation of new software or hardware**—Supplier will not provide under this agreement any evaluation or approval of new software or hardware for use within Authorized User. This includes systems developed outside of Authorized User, such as third-party systems, or systems developed by Authorized User.

Applications Covered

This agreement is for services related to support requests concerning EGMS after transition to Authorized User's hosting platform. It does not cover ancillary software or hardware products that are maintained by Authorized User or a third party vendor.

PROCESSES AND PROCEDURES RELATED TO THIS AGREEMENT

CALL MANAGEMENT PROCESS

The Supplier problem-ticket system will be used by all support team levels (where approval and technical access has been granted) to record and track all problem reports, inquiries, or other types of calls received by level 1 support. Authorized User will have direct access to the problem-ticket system for direct input and reporting. Supplier will use the problem-ticket system report response times and other metrics for reporting purposes under this SLA.

BUG FIX AND CHANGE REQUEST PROCESS

Figure 1 on the following page presents the change request process that will be implemented for all bugs or changes to the source code.

Supplier assumes that, during the period of the SLA agreement, Supplier will be the only entity responsible for making changes to the source code.

METRICS

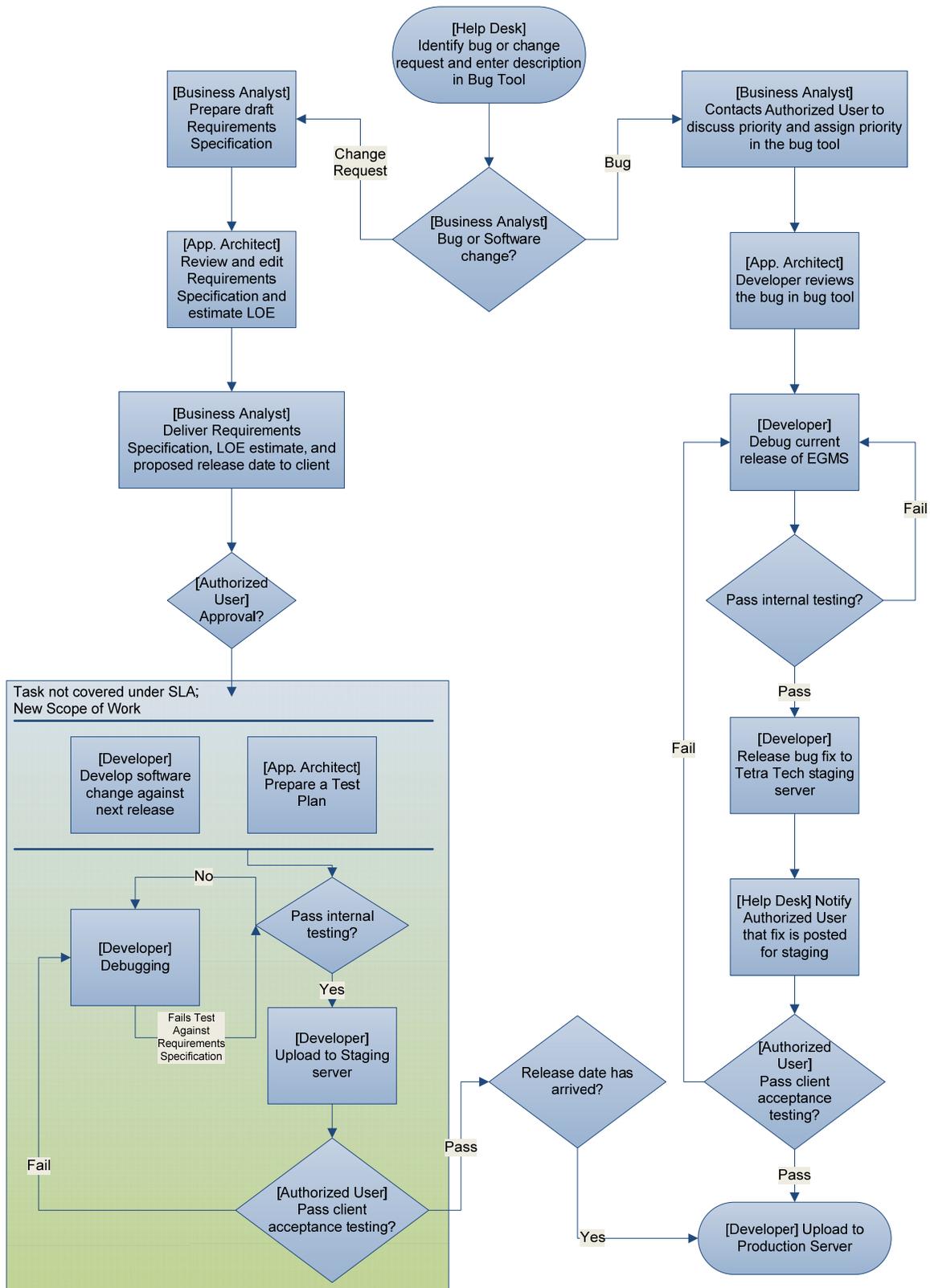
Metrics Reporting

Supplier will provide a monthly report showing each problem ticket, severity level, status, and time to resolve each problem ticket. These reports are expected to be produced by Tetra Tech's problem-ticket system, which will detail ticket management performance against SLA targets in Authorized User's case management process.

Support Metrics Package

Metrics reporting against the SLA resolution targets identified in Authorized User's case management guidelines will focus on the time to resolve tickets by application and severity. This metric will include the support requests that are transferred to Supplier for resolution. They will not include support requests that are resolved by other organizations. The metrics will be reported via existing standard problem-ticket system reports as available.

Figure 1: Change Request Process



APPENDIX A

Definitions

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code, such as a question.

Levels of Support

There are three levels of support that Supplier will provide under this agreement. These levels are defined as follows:

- **Level 1**—This is support provided by the Supplier help desk when it receives the Support Request from users of EGMS. If this level of support cannot resolve the problem, the Support Request is passed to Supplier level 2 support, which is the infrastructure support specialist.
- **Level 2**—This is support provided by Supplier infrastructure support or subject matter specialist. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the Support Request is passed to Tetra Tech's level 3.
- **Level 3**—This is support provided by a Supplier application support specialist on an as-needed basis according to established rates. This level of support does perform code modifications, if required to resolve the problem.

Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable resolution time

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The level 1 support agent will determine the initial severity rating for the report. Level 2 and level 3 support personnel may then negotiate with Authorized User to modify this severity after the report is elevated to them.

The characteristics below cover Help Desk inquiries only. The characteristics do not cover work requests for system enhancements such as updates in response to new federal mandates. Severity levels for those work requests may carry a different set of characteristics and weightings.

Help Desk Hours and Response Times

Support Requests are taken by the appropriate level 1 help desk between the hours of 8:00 AM and 5:00 PM Eastern Standard Time (EST), Monday through Friday. After hours, the help desk hotline will provide a pre-recorded message and will except voice-mail messages. The help desk staff will return all calls based upon the severity level of the trouble-ticket as shown in Table 1 below.

In the event of a severity level 1 trouble ticket, Supplier will make every effort to respond as quickly as possible even during non-help desk hours. Supplier will provide cell phone numbers for key support personnel, who Authorized User may contact during off-hours in the event of a severity level 1 incident. If the incident occurs off normal business hours, Supplier will respond by no later than 8:30 AM EST the following day.

Table 1: Severity Levels

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and Financial Exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform <i>some small</i> portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a <i>minor</i> portion of their job, but they are still able to complete most other tasks.
Number of Clients Affected			
The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>small</i> number of clients.	The application failure may only affect one or two clients.
Workaround [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within one hour during normal business hours	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time			
The acceptable resolution time is 24 continuous hours, after initial response time.	The acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.

System Availability

If Authorized User is hosting EGMS, Supplier does not take responsibility for system availability or downtime that results from a hardware or network problem. However, if an application error or code problem results in downtime, Supplier will work with Authorized User support staff to resolve the problem as quickly as possible.

Redundancy

If Authorized User is hosting EGMS, Supplier will not maintain a mirror copy of EGMS and cannot guarantee or access to the system.



Performance

If Authorized User is hosting EGMS, Supplier has very limited control over application performance. If the Authorized User's hosting platform is configured according to Tetra Tech's specifications for hardware and software, EGMS will perform adequately under normal conditions. Other factors such as network bandwidth can impact performance. Authorized User is responsible for management and configuration of the entire hosting platform.

APPENDIX B

Roles and Responsibilities

Authorized User

Authorized User has the following general responsibilities under this agreement:

- Authorized User will conduct business in a courteous and professional manner with Supplier.
- Authorized User users using the applications stated in the Statement of Work will use the appropriate help desk to request support.
- Authorized User will provide all information required to open a level 1 support request.
- Once a level 1 support request has been submitted, Authorized User will make themselves available to work with the Supplier support resource assigned to the support request.

Supplier

Supplier has the following general responsibilities under this agreement:

- Supplier will conduct business in a courteous and professional manner with Authorized User.
- Supplier will log all information from Authorized User required to establish contact information, document the nature of the problem and Authorized User's hardware/network environment (as applicable).
- Supplier will attempt to resolve problems over the phone on first call.
- Supplier will escalate support request to next level of internal support within Supplier upon approach of established resolution targets.
- Supplier will obtain Authorized User's approval before ticket closure.
- Supplier will utilize Supplier problem-ticket system for updating, tracking, and closing trouble tickets as assigned.

There are several roles deployed within Supplier that are integral to the provision of support services to Authorized User. These roles include the following:

a) **Support Manager**

The Supplier support manager will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with Authorized User's support manager regarding the classification of enhancements and the scheduling of tasks. This individual will report to the Supplier practice manager. His or her duties will include:

- Billable services to the client:
 - Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
 - Ensuring all work is performed according to the agreed-upon work methods and standards that are in effect within Tetra Tech's and Authorized User's control.
 - Acting as point of escalation for issues beyond usual scope (e.g., attending SWAT meetings on application outages, coordination between groups for implementing cross-application solutions, etc.).
 - Participating directly in the production of the associated deliverables.
 - Liaising with client managers (negotiating with client's support managers regarding the classification of enhancements and the scheduling of tasks, and coordinating the presentation of deliverables to Authorized User's support manager).
 - Nonbillable services to the client:
 - Ensuring support specialists have all required tools to perform their function.
 - Performing resource management and scheduling, including provision of overall direction of the activities of the support specialists.
 - Creating and implementing standard training program for all support resources.
 - Conducting continuous process improvements.
 - Liaising with other Supplier groups.
 - Assessing the workload for each support request and assigning work to the team member having the appropriate technical knowledge.
-

b) Prime Support Specialist

The Supplier prime support specialist provides levels 1, 2, and 3 application support. Reporting to the Supplier practice manager, the prime support specialist is responsible for the timely submission of all deliverables. Duties include:

- Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the Supplier support manager.
- Acting as a point of contact for all application issues (bugs and enhancements).
- For enhancements, determining the potential high-level effort for all changes, and based on that, either passing it on to a developer or completing it themselves (if less than five days total), all bugs are addressed by level 3 support (which may at times consult with a developer).
- Identifying all tasks associated with each support request and deriving estimates for the completion of each task.
- Responsibility for responding to and updating tickets.
- Conducting testing (unit testing to be completed by Tetra Tech, system/integration/acceptance testing activities should be performed by the backup for all fixes/enhancements developed by the Tetra Tech).
- Conducting coding and testing to resolve application problems.
- Participating in the acceptance testing and implementation activities.
- Providing knowledge transfer to backup support specialist on regular basis.
- Preparing weekly and monthly status reports.

c) Backup Support Specialist

The Supplier backup support specialist provides levels 1 and 2 support in the event the prime support specialist is temporarily unavailable or out of the office. Reporting to the Supplier practice manager, the backup support specialist is responsible for the timely submission of all deliverables. Duties include:

- Responding to trouble tickets
- Resolving simple problems using front-end configuration tools
- Explaining normal system operation
- Preparing documentation and notes for referral to the prime support specialists.

d) Tech Lead

The Supplier tech lead works as a point of contact on all technical issues for support specialists, who provide levels 2 and 3 application support. Reporting to the Supplier practice manager, he or she is responsible for assisting, coaching, and mentoring support specialists in the timely submission of all deliverables. His or her duties include:

- Providing advice and assistance to prime support specialists on complicated fixes or unusual types of support requests (e.g., Web server configuration).
-



COMMONWEALTH of VIRGINIA

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

January 8, 2014

Andy Mazzeo
Tetra Tech EM Inc.

Per Section 3.A. ("Term and Termination") of contract VA-110215-TTEM, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from February 15, 2014 through February 14, 2015. Should you have any questions, please feel free to contact me.

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



Grants Management Solutions (GMS) Information Technology Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Tetra Tech EM Inc.

**GRANTS MANAGEMENT SOLUTION (GMS)
INFORMATION TECHNOLOGY SOLUTION CONTRACT
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GRANTS MANAGEMENT SOLUTIONS (GMS) INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS GMS 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 Tetra Tech EM Inc. (Supplier), a corporation headquartered at 240 Continental Drive – Suite 200, Newark, DE 19713 to be effective as of February 15, 2011 (Effective Date).

1. PURPOSE

The Supplier shall provide a Grants Management Solution (GMS) for the management of the End-to-End request and distribution process of grant funds to include the implementation of the GMS; training of the GMS and ongoing support services as related to the GMS.

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for Authorized Users a solution for the Grants Management Solution ("Solution"), and to provide various 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, performance, operational, compatibility, Acceptance testing 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. In case of conflict, see the Entire Contract clause for order of precedence.

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, if distinct from Supplier.

O. Statement of Work (SOW)

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing 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 two (2) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period 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 appropriate and reasonable assistance as VITA or an Authorized User may reasonably require to transition Solution-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of a GMS. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed three (3) months. In the event of a termination for breach and/or default of Supplier, 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 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

- 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.

Nothing contained herein shall be construed to restrict or limit the rights of the Commonwealth or any Authorized User to use any technical data, which the Commonwealth or such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license or for which such license was purchased and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit B and identified on any order issued pursuant to this Contract.

The project specific license authorizes use of the Software on any CPU; system owned or opted by the Commonwealth or an Authorized User, and by any user, without limitation as to quantity or location for GMS.

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 in Exhibit A 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 RFP or RFQ specified or if Exhibit A or Supplier's quote 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 of twelve (12) months 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 one percent (01%) 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, unless mutually agreed upon modifications to the project schedule are applied through the proposed change management plan of the Authorized User's particular order. 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 within fifteen business (15) days, or within such other period as set forth in the applicable SOW, after receipt of the Software or Deliverable. Acceptance testing will be no longer than thirty (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. 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) business days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier 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) business days after deployment of the Solution. Acceptance testing will be completed within thirty (30) 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. 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 B.

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 twenty (20) business 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

Supplier will provide support to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Solution. Supplier will provide support coverage during standard business hours of Monday through Friday, from the hours of 8:00 a.m. Eastern Time to 5:00 p.m. Eastern Time, excluding Commonwealth of Virginia designated holidays.

D. Service Levels

Resolve all problems according to Exhibit H.

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

Refer to Exhibit H

G. Remedies

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 seven (7) 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 as described in Exhibit B of this Contract. 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. Supplier warrants that it shall make Support Services available for all the Solution components listed in Exhibit B 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

The Solution fee includes all costs for the training of five (5) 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 B.

Supplier shall deliver to any Authorized User, five (5) 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 B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract. 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 B 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 Exhibit B 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. [If only one Solution contract is to be awarded] 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 B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). 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/scm/default.aspx?id=97>.

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/scm/default.aspx?id=97>

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 C (Escrow Agreement). Supplier acknowledges that, within 25 business days of the Effective Date, it will deliver to VITA an executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. The escrow agreement will 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 (Exhibit C) and include the most current version used by all Authorized Users of:

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

Supplier warrants that the Escrow Agreement provides for, among other items, the release of the list of items on 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 \$1,000,000 per occurrence.

21. 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.

22. 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.

23. 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.

24. 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 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 aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the

terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit 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

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

G. Notices

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

H. No Waiver

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

I. Assignment

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

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

J. Captions

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

K. Severability

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

L. Survival

The provisions of this Contract regarding 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. 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.

Q. 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 Pricing
- iii). Exhibit C Escrow Agreement
- iv). Exhibit D Statement of Work (SOW) Template
- v). Exhibit E Reserved
- vi). Exhibit F Reserved
- vii). Exhibit G Certification Regarding Lobbying
- viii). Exhibit H Service Level Agreement

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

Supplier
 By: 
 (Signature)
 Name: Chad Dobrei
 (Print)
 Title: Vice President
 Date: 2/8/11

VITA
 By: 
 (Signature)
 Name: Doug Greenshaw
 (Print)
 Title: VITA Sourcing Manager
 Date: 2/24/11

Address for Notice:
Chad.dobrei@tetratech.com

Address for Notice:
11751 Meadowville Lane

Attention: _____

Attention: Contract Administrator

**EXHIBIT A SOLUTION REQUIREMENTS
 CONTRACT NUMBER VA-110215-TTEM
 BETWEEN
 VIRGINIA INFORMATION TECHNOLOGIES AGENCY
 AND
 TETRA TECH EM INC.**

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit A and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

5.A General Requirements and Functionality			
1.0	Is your Grants Management Solution (GMS) a hosted or web-based Solution? Please provide a detailed description of the type of GMS Solution and how it is delivered.	Yes	It is a web-based solution delivered through a secured server.
1.2	How long has your GMS been in operational use by customers?		7 years
1.3	Is your GMS available for demonstration?	Yes	
1.4	Does your GMS provide Role Based access to the system? If yes, explain how the Role Based access is delivered and describe all Role Based Types (ie: System Administrator).	Yes	All user accounts are assigned to one primary role and can also be associated with multiple secondary roles. Role definitions flexible/ customizable and are usually defined during initial requirements gathering. There are no pre-set roles that the system comes with; roles entered and used in EGMS reflect real-life business roles. Usually, an Administrator role is defined to account for users that require system-wide access. System access is customizable by role and also at the user level. For example, maybe one role needs the option to create Budget Revisions and others do not. EGMS allows this type of customized system access to be configured for each role through an interface on the front-end of the application. The same applies for users; some users require specific system access that may go above and beyond that defined for their role or other roles.
1.5	Does the GMS allow the customer to be responsible for management and administration of Authorized Users of the tool? If yes, explain.	Yes	User account requests are directed to a section in the administrative section of the tool, where approved SAA roles can review and approve/reject accounts and update user information. SAA administrators also have access to update role and user level module access, so they can assign certain users a higher or different level of system access than other users.
1.6	Does your GMS provide unlimited user access for up to 250 users?	Yes	EGMS places no constraint on the number of user accounts that may have

5.A General Requirements and Functionality			
			access to the system.
1.7	Provide your definition of "unlimited user access", (to include all services and features).		EGMS provides 24 hour 7 days a week access for all users to complete business transactions in the system. This applies both to Sub-Grantee users and GMO/SAA users. The level of access they have to the system, in terms of which business processes and modules they may access as a user, is based on their role and account set up as described in 1.3 above.
1.8	How many user accounts are included your standard GMS?	<i>N/A</i>	This is completely based on the number of SAA users that the state requires and the number of Sub-Grantees that require access to the system. There is no standard number of accounts.
1.9	VDEM monitors Sub-Grantees and localities for financial and programmatic adherence to guidance. Does the GMS generate a randomly selected list of localities for us to monitor? If yes, explain how this is accomplished.	<i>No</i>	EGMS does include some standard document and question/answer based monitoring reporting. It does not include functionality for generated random lists for monitoring. Such functionality could be developed at some point in the future. Implementation of this feature would be at an additional cost.
2.0	Does your GMS allow for Grant Monitoring? Please provide details on how Grant Monitoring is delivered to include confirming that the monitoring was completed.	<i>Yes</i>	EGMS includes a monitoring module where VDEM auditors can go to complete On-Site, Desktop, and Fiscal reports (including document upload and photolog generation capabilities) for individual Sub-Grantees. These reports may be used to measure and document for future reference adherence to grant guidance. Monitoring reports may only be created by SAA user accounts; however, once complete, the reports are made available to be viewed by applicable Sub-Grantees. Specific monitoring questions/checklists can be specified by the SAA and results memorialized in these reports.
2.1	Are all grant data manipulation tracked with user-ID, activity description and date/time stamp? If yes, explain in detail.	<i>Yes</i>	EGMS includes a built-in Workflow Engine that is used to track requests and processes as they move through the SAA-specified business workflows. All actions taken by users within these workflows are logged. As requests/applications/etc. move through the workflows, EGMS presents an activity log that shows previous actions taken by users. For example, rejection actions, approval actions, review actions may all be logged in these workflows based on the SAA workflow specifications.
2.2	Does your GMS track all system activity? If so, what specific system activity information will be collected, what methods will be used to collect and store the data, and how will users and auditors search and retrieve the data?	<i>No</i>	All activity to this point deemed pertinent to grant management is logged in EGMS; however, we are not ready to say all system activity is tracked. System activity that is tracked includes activity such as creating, saving, submitting, and deleting records and login/logout.
2.3	Do all system generated emails include link(s) to the appropriate area of the system for email recipients to view the current status of the subject event?	<i>Yes, future</i>	Current EGMS users have not required this; however, this would not be a major change and could be implemented fairly easily after deployment of the base EGMS system. Implementation of this feature would be at an additional cost.
2.4	Does your site have XML integration enabled?	<i>No</i>	This requirement is currently being evaluated as part of potential implementation for the Commonwealth of Pennsylvania. Implementation of this feature would be at an additional cost.
2.5	Does your GMS interface with existing customer ERP GMSs such as:	<i>No</i>	This requirement is currently being evaluated as part of potential implementation

5.A General Requirements and Functionality			
	Oracle Financials, PeopleSoft Financials, SAP, etc?		for the Commonwealth of Pennsylvania. Implementation of this feature would be at an additional cost.
2.6	List all (industry standards) financial ERPs with which you have successfully interfaces.	<i>None</i>	
2.7	Will your GMS support an interface with both automated financial management systems and/or manual accounts payable processes to facilitate the electronic payment or funds transfer? If so, how is accomplished?	<i>No</i>	This requirement is currently being evaluated as part of potential implementation for the Commonwealth of Pennsylvania. Implementation of this feature would be at an additional cost.
2.8	Can report data be exported for use in other formats and/or solutions or systems? If so, which formats and/or solutions and systems does your GMS support?	<i>Yes</i>	Existing functionality supports report exports to Microsoft Excel. Future development could support export to XML templates. Implementation of the XML feature would be at an additional cost.
2.9	Does your GMS currently interface with existing customer e-procurement portals similar to the Commonwealth's eVA portal GMS? If yes, did you perform the actual interface development?	<i>No</i>	Implementation of this feature would be at an additional cost.
3.0	Does your GMS provide a secure web accessible GMS to assist in the development of state level strategy, evaluation, and assessment, and reporting requirements associated with Department of Homeland Security and other grant awards managed by VDEM?	<i>Yes</i>	
3.1	Have you worked with other governmental entities on business requirements and workflow design for a GMS? If yes, provide details of which governmental entities you have developed GMS business requirements and workflow designs.	<i>Yes</i>	State of Missouri - Office of Homeland Security State of Ohio - Emergency Management Agency
3.2	What is the high-level design of your GMS's data stores and what tools were used in their designs?		EGMS uses SQL Server for its implementation of the Data Layer database. Entity-relationship diagram available upon request.
3.3	Does your GMS edit, modify, undo data entry errors? If so, how does the GMS track these changes?	<i>No</i>	Users are responsible for editing data entry errors through the front end and EGMS provides the front-end capacity for editing such errors. EGMS will allow entry of data as long as they do not break any business-level system constraints. For example, EGMS will not allow money to be moved from a budget item if that item has already been fully reimbursed.
3.4	Does your GMS archive the system activity data? If so, when is the system activity data archived and how do the users access the archived data?	<i>Yes</i>	All activity data is archived in tables on the data layer and archived through system backups with the rest of the system data.
3.5	Does your GMS track all changes to business rules, business objects, module level changes, user activity, process tracking, and system errors? If so, what specific Change Control information will be collected, what methods will be used to collect and store the data, and how will users and auditors search and retrieve the data?	<i>No</i>	Such changes would be managed and documented through means outside of the system. EGMS does not include a software-implemented function to track changes made to things like approval processes. It does however maintain logs for all previously completed business actions.

5.A General Requirements and Functionality			
3.6	Does your GMS archive the Change Control data? If so, when is the Change Control data archived and how do the users access the archived data?	No	
3.7	Does your GMS utilize electronic forms? If so, how?	Yes	EGMS generates printer-friendly HTML forms for reports and pages in numerous places throughout the system. Tetra Tech has also worked with other clients on developing electronic documents such as workflow specific pdf documents; however, their development would be reviewed and implemented on an individual basis as requirements dictate and schedule/budget allows.
3.8	Does your GMS allow electronic documents to be uploaded into the system and attached to transactions? If so, what electronic format(s) are available and how does the GMS index, store, retrieve, display and print electronic documents?	Yes	All workflow in EGMS allows electronic documents to be uploaded. A 'Document' section is also available to upload guidance-related documents.
3.9	Does your GMS address security? If yes, provide details on how this is delivered. (Include an attachment to detail the levels of security inherent in your GMS and what options can be added to support unique customer requirements to ensure confidentiality.)	Yes	Tetra Tech has developed a Disaster Recovery Plan – Updated: 9/30/2008. Can be provided by VITA on request.
4.0	Does your GMS provide standard data encryption techniques? If so, define in detail at all levels. If applicable, what additional options maybe added?	Yes	EGMS applications hosted on our servers include SSL data encryption.
4.1	Given the desire for electronic payment, with approval from Department of Accounts (DOA), please describe in detail how this process will work and what safeguards and security measures will be employed to ensure audit compliance.	No	Tetra Tech does not plan to implement electronic payment as part of our EGMS application. That being, no electronic transfer of funds between accounts will be supported.
4.2	Does your GMS support unique user identifiers and role-based authorization with strong passwords and system defined expiration periods? If so, how is this accomplished?	Yes	See 1.3 regarding role based authorization. Tetra Tech has implemented strong passwords and system defined expiration period for user passwords previously in EGMS.
4.3	Does your GMS provide an dwell-time automatic logoff feature? If yes, how is this accomplished?	Yes	Cold Fusion monitors and automatically executes this function.
4.4	Does your GMS allow the Sub-Grantee and grant fields to be displayed on every page that includes the Sub-Grantee specific data? If yes, how is this accomplished?	Yes	
4.5	Does your GMS allow access to all data for the three (3) years after each grant's performance period ends? If yes, describe how this is accomplished with your GMS.	Yes	Data resides in EGMS indefinitely after grant years end. What data is presented on screen in lists is based on SAA's parameters.
Grant Request Tracking			
4.6	Does the GMS allow tracking and payment processing for all program types, grants, and expense categories? If yes, how is this accomplished?	Yes	EGMS allows payment request data to be processed and presented to the SAA; however, as noted above, Tetra Tech does not plan to implement electronic fund transfers as part of EGMS.

5.A General Requirements and Functionality			
4.7	Does the GMS track equipment purchases as well as program expenditures, i.e.: planning and Management & Administration (M&A)? If yes, how is this accomplished?	Yes	EGMS treats all expenditure equally.
4.8	Investment Justifications (IJ) The Investment Justification is the entire package submitted to the grantor. Does your GMS provide a secure area where the Program Analyst creates/modifies Investment Form? The Investment Form is each initiative based on the Target Capabilities and National Priorities.	No	Based on further discussion with VDEM, this requirement is to be handled outside of the system and is no longer necessary. However, if at some point VDEM determines that an IJ generation workflow is necessary, implementation of the IJ workflow feature could be done at an additional cost.
4.8.1	Does your GMS provide a secure area where the Program Analyst inputs IJ titles (next Fiscal Year funding priorities)?	Yes	State-level IJs and strategy are stored in EGMS and associated with projects and expenditures as they are created for tracking throughout the grant life-cycle. Once IJs are approved outside of the system, there is a module where those are added and aligned with strategy and target capabilities. Access to this module is controlled through role and user-level access.
4.8.2	Does your GMS provide a secure area where the Program Analyst inputs date range for project proposal acceptance?	No	EGMS picks up at the point where award amounts to subgrantees have been determined. Implementation of this feature would be at an additional cost.
4.8.3	Does your GMS provide a secure area for Program Analyst to revise IJ's as necessary per grant guidance?	Yes	State-level IJs can be modified/updated at any time by the SAA. Some controls are in place to limit updating IJs where projects have already been aligned with the IJ.
4.8.4	Does your GMS provide a secure area for Grant Manager to review and disapprove (with comments to the Program Analyst for revision) or to approve IJ's?	No	State-level IJs can be modified/updated at any time by the SAA; however, there is no approval workflow for entering IJs in the system. VDEM has discussed using the document module to track review of this process.
4.8.5	Does your GMS provide a secure area for the Program Analyst to create an Excel export extracted IJ information? If yes, is the spreadsheet also stored online?	No	This data resides in EGMS and reporting functionality is available to see IJ alignment on a grant and project basis in several formats (BSIR, ISIP, budget screens, etc.); however, there is no existing export to excel functionality. If VDEM determines such a feature is necessary, implementation of this feature would be at an additional cost.
4.9	Does your GMS have the ability to monitor payments by project not by Sub-Grantee. If so, is there a manual override capability? Provide a detailed explanation of how this is accomplished.	Yes	Functionality exists to monitor payments by project. Additional information would be necessary to determine what is meant by a manual override capability and manual override capability does not appear to be part of the existing system.
5.0	How does your system handle unreconcilable financial transactions? Provide a detailed explanation of how this is accomplished.	No	Data entered by Sub-Grantees for approval by the SAA would be reconciled outside of the system post the SAA approving any financial transactions requested by a Sub-Grantee. Implementation of this feature would be at an additional cost. EGMS does allow for financial transactions entered in EGMS to be viewed post transaction through print-outs and on-screen reports.
Governance & Account Management			
5.1	Does your GMS provide a secure area to input strategies including enhancement plans, program reviews and goals and objectives for multiple strategies?	Yes	
5.2	Does your GMS provide a secure area for the Program Analyst to	Yes	

5.A General Requirements and Functionality			
	build multiple goals and objectives for strategies?		
5.3	Does your GMS provide a secure area for the Program Analyst to indicate who the Target Capability Leads are assigned the role as the Lead Stakeholder?	<i>Yes, future</i>	Users or roles assigned to target capabilities could be included in the initial phases of the project. Currently EGMS does not assign a 'Lead Stakeholder' to each Target Capability. Implementation of this feature would be at an additional cost.
5.4	Strategies are updated periodically, and are reflective of the goals and objectives of the Commonwealth. Projects are connected to a specific goal and objective within a strategy. Does your GMS provide the capability to connect projects to a specific goal and objective within a strategy?	<i>Yes</i>	This is one of the fundamental principles inherent in EGMS and was one of the main reasons EGMS was originally designed. So funding and expenditures could be easily associated and reported to strategies.
5.5	Does your GMS support contact and demographic data for the SAA/Administrator, localities, and other sub-grantees with the following minimum data: (Provide details for each applicable item in Column B).	<i>Yes, future</i>	Yes for contact data for SAA/Administrator, and localities. Yes, future for demographic data. Implementation of this feature for demographic data would be at an additional cost.
5.6	In an effort to support the accounting business unit with efficient activity tracking, does your GMS provide Activity Logs include, but are not limited to fields such as the following: (Provide details for each applicable item in Column B).	<i>Yes, future</i>	Logs records are kept and associated with the appropriate entity (for example a request log is kept to track reimbursement requests). Log attributes vary based on the type of entity they are associated with but fields typically include: <ul style="list-style-type: none"> • action taken • timestamp • userid • entity status

5.B. Cost Management and Budget Management			
1.0	For General Purchase Requests, does your GMS provide a secure area to review the status for all equipment, training, planning, exercise, management and administrative allowable costs?	<i>Yes</i>	All data in EGMS workflows are secured and visible to only the owning Sub-Grantee and SAA users with appropriate role level access. Current functionality forces EGMS users to create detailed line item-level expenditures at the time the budgets are created and approved and this functionality would be available with the Initial Year 1 Software License.
1.1	For Equipment Purchase Requests, does your GMS provide a secure area for the Sub-Grantee to navigate to a specific project and request permission to purchase equipment for that project, indicating the Authorized Equipment List (AEL) code and the item to be purchased? If so, does the GMS provide a way for the Sub-Grantee to submit requests via an automated online request form, with a system-defined drop-down field within the GMS?	<i>Yes</i>	See response to 1.0 regarding need for developing 'Category Budget' functionality; however, equipment and all other expenditures (line items) can be added per project in a secure area. These are populated from category and AEL pick lists. Additional information required regarding 'system-defined drop-down field'; however, a pick list is generated if the items is of an equipment function area that pulls from the approved AEL list for the grant program.
1.2	Does your GMS provide a way for the Sub-Grantee to indicates the Category and Project Budget from which these purchases are to be paid. If either the Category or Project Budget (less all other outstanding purchase requests) has insufficient funds to cover the item(s) requested, the system must inform the Sub-Grantee and shall	<i>Yes</i>	For the Category Budgets, this would be pending development of Category Budget functionality per response to 1.0.

5.B. Cost Management and Budget Management			
	not allow the request?		
1.3	A Sub-Grantee may request a realignment of either the Category or the Project Budget and resubmit the Purchase Request. Does your GMS allow for realignment of either the Category or Project Budget so the Sub-Grantee can resubmit the Purchase Request? If so, provide detail.	Yes	For Category Budgets, pending development of Category Budget functionality per response to 1.0. The Sub-Grantee and/or the SAA may initiate Project Budget realignments to realign overall grant allocations between projects. These go through a workflow approval process and are then reflected in the overall Project Allocation and Balance. Same will apply for Category Budgets.
1.3.1	If the desired Category Budget has insufficient funds to purchase the item(s) requested, but the funds exist in other categories of the same project, the Sub-Grantee may make a Category Budget Realignment request as a part of the Purchase Request.	Yes	Pending development of Category Budget functionality per response to 1.0. Already implemented for Project to Project Budget Realignments within the same grant award.
1.3.2	Does your GMS ensure that funding for the request is available from the Category Budget? If so, provide the detail.	Yes	A fundamental feature of EGMS is to ensure adequate balances remain in Grants, Budgets, Projects, and Expenditures prior to allowing the user to submit a reimbursement request. If adequate balances do not remain, the user is forced to complete a Budget Modification to move funding between projects/items/categories; these budget modifications must then be approved by the SAA. This functionality will also apply to the future Category Budget functionality
1.4	Upon submission of a purchase request, does it generate an automatic notification to the appropriate Grant Specialist and copy the notification to the appropriate Grant Manager notifying them of the pending request. If yes, provide detail. If no, provide details on how your GMS delivers automatic system notifications.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction.
1.5	Does your GMS provide a secure area for the Grants Specialist to review the purchase request and either approve or deny with an area to post and review comments?	Yes	EGMS includes a customizable workflow engine for customizing business process workflows and transactions. Part of the development process for each VDEM workflow will be mapping the approval process into the workflow engine. The workflow engine can have any approval or disapproval actions implemented at any state a given workflow with comments required to be added to the transaction as necessary.
1.5.1	Upon approval, does the GMS generate an automatic notification email of the final Purchase Request, to include the electronic document, containing boiler plate template documents and a signature and date field for the Sub-Grantee to sign and return to the Grant Specialist? If no, provide details on how your GMS delivers automatic system notifications.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction.
1.5.2	Upon disapproval, does your GMS generate a automatic notification email with review comments to the Sub-Grantee and copiless the appropriate Grant Specialist? If no, provide details on how your GMS	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction

5.B. Cost Management and Budget Management			
	delivers automatic system notifications.		
1.6	Does your GMS change the purchase request status to 'Grants Specialist Approved' when Grants Specialist approves the purchase request?	Yes	Status changes like this are easily configurable in our workflow Engine.
1.7	Does the GMS change purchase request status to 'Sub Grantee Submitted' when Sub Grantee SUBMITS purchase request?	Yes	Status changes like this are easily configurable in our workflow Engine.
1.8	Does the GMS change purchase request status to 'Disapproved' when any approving party DISAPPROVES purchase request.	Yes	Status changes like this are easily configurable in our workflow Engine.
Payment Requests			
1.9	Does the GMS provide a secure area for the Sub-Grantee to update purchase requests with a payment request, including invoice information?	Yes, future	Some modifications will be necessary to implement the purchase request functionality. Currently EGMS budgets start at the purchase request level (when they build their budgets, they enter detailed item expenditures, or approximates for their initial budget approval). However, the payment request concept is already fully implemented in EGMS. Implementation of this feature for purchase request would be at an additional cost.
2.0	Does the GMS assign a unique id to each payment request ("Request Number") and provide this Request Number to the Sub-Grantee?	Yes	In EGMS these are called 'Request IDs'. The number is the same for the Sub-Grantee and the SAA and is provided to both.
2.1	Does the GMS provide a secure area for the Sub-Grantee to select an option to upload the invoice or to mail the invoice?	Yes	Any electronic document may be uploaded to accompany the reimbursement request. The system captures to which line items in the payment request the document applies and gives the document a system generated name and is available for review at all stages of the reimbursement process.
2.2	If the Sub-Grantee opts to mail the invoice, does the GMS provide an invoice cover sheet with purchase request information (including Request Number) and notify the Sub-Grantee of the subsequent steps to mail invoices to Grant Management Office (GMO)?	Yes, future	A request-specific cover sheet, with instructions could be added to the reimbursement process to cover this requirement; however, such a sheet has not been developed for the existing system. Implementation of this feature for the cover sheet would be at an additional cost.
2.3	Does the GMS provide a secure area for the Sub-Grantee to update the status of a payment request to "Invoice Mailed"?	Yes	Status changes to requests that go through the workflow are easily configurable in our Workflow Engine.
2.4	Does the GMS provide a secure area for the Sub-Grantee to upload a digital image of the invoice related to specific payment request? If so, upon upload, does the GMS email the appropriate Grant Specialist that the invoice is online and the payment request status is changed to "Invoice Uploaded"?	Yes	Electronic documents may be uploaded to accompany the reimbursement request, including images. However, the notification to the Grant Specialist (or next responsible role in workflow) would not occur until the entire request was submitted to next role for review.
2.5	Does the GMS provide a secure area for the Grant Specialist to upload a digital image of the invoice (received via mail) related to specific payment request. If so, does the GMS update the payment request status to "Invoice Uploaded"?	Yes	Electronic document may be uploaded to accompany the reimbursement request, including images. Status changes can be configured as necessary in the EGMS Workflow Engine.
2.6	Does the GMS provide a secure area for the Grants Specialist to	Yes, future	Required review actions and status changes can be configured as necessary in

5.B. Cost Management and Budget Management			
	verify the invoice against the payment and purchase requests?		the EGMS Workflow Engine. Would be implemented for payment request. Implementation of this feature for Purchase Request would be at an additional cost.
2.7	Does the GMS provide a secure area for the Grants Specialist to review the payment request and approve, deny or request further information for payment requests, including an area to post review comments? If so, does the status of the request become updated to reflect APPROVED, DISAPPROVED, or REQUIRES FURTHER INFORMATION, as applicable?	Yes	Required review actions and status changes can be configured as necessary in the EGMS Workflow Engine. The Workflow Engine allows for comments to be required for actions as required per the SAA's workflow.
2.8	Upon approval of the Payment Request, does the GMS generate a payment request that can be printed and submitted to Finance or placed in a holding queue to be transmitted to VDEM's Financial Management System?	Yes	Printer-friendly forms can be generated for the completed request as necessary and stay available for those requests as long as necessary. It would also be possible to add the Finance role to the workflow so they get system-generated notifications and can indicate in the system when the request has been transmitted to VDEM's Financial Management System.
2.9	Upon denial of the Payment Request, does the GMS generate an automatic email to the Sub-Grantee to include the reviewer's comments? If yes, provide detail. If no, provide details on how your GMS delivers automatic system notifications.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction.
3.0	Upon request for further information, does the GMS provide the Grants Specialist the ability to document additional information and historical narrative? If so, does the GMS automatically generate an email to the Sub-Grantee of the status, to include the review comments?	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Comments and other textual descriptions, including historical narrative, could be required for any workflow transition. This is yes based on the understanding that the historical narrative is a log of actions and comments taken by users.
3.1	Does your GMS provide a secure area to manage the Draw Down process? If yes, please provide detail on how your GMS manages the "Draw Down" process and provide your related work flow document(s).	No	Additional information may be required on the "Draw Down" process. If the "Draw Down" process involves tracking remaining category and project balances as reimbursements are entered and approved in the system, then yes, this functionality already exists. If not, this is likely not a part of the Initial Year 1 Software License and implementation of the draw down feature would be at an additional cost.
3.2	Does your GMS provide a secure area where the GMO can reconcile the payment request they made to Accounts Payable with the actual check file received from the Accounts Receivable System? If so, once reconciled online, are the Sub-Grantees and GMO Staff able to view and print the payment information, which shall be linked from the Accounts Receivable System?	Yes	GMO staff could log in any time and review details for any reimbursement request previously entered into the GMS and reconcile this against the actual check received from the Accounts Receivable System. Additional information would be required regarding the link from the Accounts Receivable System for payment information; however, any information entered into the GMS could be printed at any time.
3.3	Upon reconciliation, are checks and/or Electronic Funds Transfer (EFT) payments automatically generated to the Sub-Grantee(s)? If yes, explain how this is accomplished.	No	We have no plans to implement such electronic payments at any time in EGMS.
3.4	Will all activity history for purchase requests be maintained and viewable until archived by GMO?	Yes	Activity logs are maintained and accessible through the front-end of the GMS for all transactions.

5.B. Cost Management and Budget Management			
Request Refund of Expenditure			
3.5	Does the GMS allow the GMO Staff to search any request by Request Number?	<i>No</i>	All requests are organized by grant allocation record, and are available to view at any time, even after the grant period of performance has ended. If VDEM is looking for a function where a requestid is entered and the GMS takes the user to the page of the requested requestid, then one can be developed specifically for that purpose; implementation of this feature would be at an additional cost.
3.6	Does the GMS allow the Sub-Grantee to search all Request Numbers owned by the individual Sub-Grantee?	<i>Yes</i>	Previously completed requests are organized by grant and Sub-Grantee. All previously completed requests are available to both the SAA and Sub-Grantee even after the grant period of performance has ended.
3.7	Does the GMS allow the GMO Staff to create a Reimbursement Request from an approved and paid purchase request? If so, does the GMS change the status of the associated payment request to PENDING REFUND that indicates the amount of money to be refunded by check or EFT, and the amount to be refunded by offsetting future payment requests and whether item is to be removed from inventory?	<i>Yes, future</i>	In the current EGMS system, reimbursement requests are completed directly on approved line item expenditures, so additional customization will be necessary to implement the concept of Category Budgets and Purchase Requests that draw down on those Category Budgets. Also, EGMS has a fully implemented refund/credit module where refunded amounts are added back to the remaining balance for project/item/ category budgets; however, we are assuming some substantial changes will be necessary to meet VDEMs requirements for refunding funds and those will not be addressed in the Initial year 1 Software License. Status changes to requests that go through any workflow are easily configurable in our Workflow Engine. Full implementation of the refund/credit feature would be at an additional cost.
3.8	Does the GMS allow the Sub-Grantee to re-spend the "refund due" money in order to allow for offsetting credits? If so, the net payment to the Sub-Grantee will be reduced by the refund due amount.	<i>Yes, future</i>	The EGMS system has existing capabilities for both Sub-Grantee and SAA-initiated credit/refund request to be requested and/or posted against completed reimbursement requests. We understand this functionality will require some modifications to meet VDEM's specific needs; there for the fully implemented refund/credit feature and workflow would not be available in the Initial Year 1 Software License. Full implementation of the refund/credit feature would be at an additional cost.
3.9	Does the GMS prevent refunds being made available for other Payment Requests until the check or EFT is received by GMO?	<i>Yes, future</i>	See answer to 3.8 above.
4.0	Does the GMS only allow for Sub-Grantees to enter comments for Reimbursement Requests created/owned by that individual Sub-Grantee?	<i>Yes</i>	Sub-Grantees have access to only their own grant data. Also, individual Sub-Grantee users cannot modify other Sub-Grantee users' comments even if they are within the same agency/jurisdiction.
4.1	Does the GMS allow the GMO to enter comments to any Reimbursement Requests at any time?	<i>Yes</i>	Currently the GMO/SAA can only enter comments at phases of the workflow where it is under a GMO/SAA role's review. This would require a modification to allow comments to be entered at any time in the reimbursement process.
4.2	Does the GMS automatically generate a Refund Request ID and opens a customizable letter with the details of the refund of expenditure for the Grant Specialist to modify? If yes, would the letter would include: Reason, Amount, Deposit Coding (original payment coding), instructions for repayment, and comments added	<i>Yes, future</i>	See answer to 3.8 above.

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	by Grant Specialist?		
4.3	As a result of the details of Question 4.2, does the GMS automatically generate an email to the Financial Staff with details of the refund of expenditure and a link to the letter customized by the Grant Specialist?	<i>Yes, future</i>	See answer to 3.8 above. Also note that the EGMS workflow engine allows system generated emails to be created for any workflow transaction.
4.4	Does the GMS allow for the Grants Specialist to review and print the Notice letter(s) (with letter count indicator--e.g. Second Notice, etc.)? If yes, provide details how this process is delivered.	<i>Yes, future</i>	See answer to 3.8 above.
4.5	Does the GMS provide a secure area for Grants Specialist to change the status of the refund request to "REFUND REQUEST LETTER MAILED"? And can the status be changed after the letter has been mailed?	<i>Yes, future</i>	See answer to 3.8 above. Also note that required review actions and status changes can be configured as necessary in the EGMS Workflow Engine.
4.6	Does the GMS query all refund requests to determine if any refund is 30/60/90/etc. days past due? If so, does the GMS automatically generate an email to the Grant Manager and Grants Specialist indicating 30 day deadline missed on reimbursement receipt?	<i>Yes, future</i>	See answer to 3.8 above. Also note that the EGMS workflow engine allows system generated emails to be created for any workflow transaction.
Refund Request			
4.7	Does the GMS provide a secure area for Grants Specialist to look up the refund request by Refund Request ID? If so, does the Refund Request ID search show the following original payment information (Vendor, cost center, federal fiscal year)?	<i>No</i>	EGMS does allow refund/credit requests to be searched by their associated reimbursement request id and refund id organized by grant allocation; however, not searchable tool is included. See answer to 3.8 above regarding timeframe for implementation of refund workflows. Implementation of the refund request id search feature would be at an additional cost.
4.8	Does the GMS provide a secure area for Grants Specialist to update the Refund Request with the new status (PAYMENT RECEIVED), payment ID/check number, date received, and additional comments? Once the payment is received, does the status of the Purchase Request automatically update the status to REFUNDED?	<i>Yes, future</i>	See answer to 3.8 above. Also note that required review actions and status changes can be configured as necessary in the EGMS Workflow Engine. Implementation of this feature would be at an additional cost.
Inventory			
4.9	Does the GMS provide a secure area for the Grants Specialist to view/print the reconciled purchases of Sub-Grantees in the Grants Specialist's jurisdiction?	<i>Yes</i>	Based on conversations with VDEM, this appears to be existing EGMS functionality as part of the typical system access; that being logging in and reviewing grant-specific data and previous requests.
5.0	Does the GMS provide a secure area for the GMO Staff to view/print the reconciled purchases of Sub-Grantees in order to provide an Outside Entity information to conduct an audit? If yes, how is this accomplished (to include providing detail on what information is captured for an audit) .	<i>Yes</i>	Other states using EGMS provide auditors a 'Guest' role user account to EGMS. The guest account is given role-level view-only access to necessary modules, but not access to perform transactions in EGMS. Based on our experience, auditors may check Sub-Grantee's status purchasing
5.1	Does the GMS provide a secure area for the GMO Staff to indicate equipment quantities and which specific units of equipment have been inventoried? If yes, explain in detail how this is accomplished.	<i>Yes, future</i>	EGMS does have a secure area for GMO to indicate equipment quantities. The concept of equipment being 'inventoried' is not part of EGMS functionality and additional information would be required on that to determine its feasibility in the

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			project schedule. The concept of changing an item to inventoried would be at an additional cost.
Grant Budget Management			
5.2	Does the GMS ensure that budget changes will not exceed the total budgeted amounts? If yes, provide detail of how this is managed.	Yes	Per existing EGMS functionality, all budget modifications created by either the Sub-Grantee or the GMO/SAA are compared against remaining budgets for approved expenditures prior to being submitted for review. Customization of the Budget Modification workflow (which is the process for sub-grantees and SAA to update project and grant allocation budgets) will be part of the Initial Year 1 Software License.
5.3	Does the GMS allow the Grant Specialist to input Grant Award budget data into the application and assign it to the appropriate Sub-Grantee? If yes, provide details on how this is delivered.	Yes, future	This functionality does already exist in EGMS. However, the customization of the Grant Award workflow would not be part of the original purchase price and implementation of this feature for Grant Award would be at an additional cost.
5.4	Does the GMS allow the Grant Specialist to upload the Grant Award project information (free text narrative) directly into the tool?	Yes, future	Implementation of this feature for would be at an additional cost.
5.5	Does the GMS have a standard Grant Award process? If yes, please provide detail of the process, along with work flow documents.	Yes, future	This functionality does already exist in EGMS. However, the customization of the Grant Award workflow would not be part of the original purchase price and implementation of this feature for Grand Award would be at an additional cost.
5.6	Does the GMS allow the Program Analyst to download the Grant Budgets, as well as it's components, which is the summation of all project budgets? If yes, provide the detail of how this is delivered.	Yes	This information is readily available when viewing a grant record. Printer-friendly forms are available on these pages as well.
5.7	Does the GMS allow the Program Analyst to enter the Grant Award Budget into the tool, with the ability to detail each Grant Program by line item? If yes, provide details on how this is accomplished.	Yes	Overall Grant Program awards are entered in the admin module for grant program/grant year. That meaning, after the SAA is awarded funds by the feds, they can be entered in one place to begin configuring those grant programs.
5.8	Does the GMS allow the Program Analyst to award and allocate funds to IJ's, Projects and Management and Administration (M&A) Grant Programs? If yes, explain in detail.	No	There is no process for allocating funds to IJs and Projects up front. This is a bottom-up process. On a grant-level, screens show IJ allocations per grant award. Reports could be generated to show overall IJ allocations in real-time. This feature could be implemented at an additional cost.
5.9	Does the GMS allow the Program Analyst to indicate funding amounts for each IJ and the grant program amount for each project budget? If yes, provide detail how this is delivered.	No	There is no process for allocating funds to IJs and Projects up front. This is a bottom-up process. On a grant-level, screens show IJ allocations per grant award. Reports could be generated to show overall IJ allocations in real-time. This feature could be implemented at an additional cost.
6.0	Does the GMS allow the Program Analyst to upload M&A budget Excel spreadsheets into the tool? If yes, explain in detail.	No	This is not a planned feature of EGMS. M&A budgets/grants are created as application or ISIP records by the SAA and managed just as other grants in the tool.
6.1	Does the GMS allow the Grant Manager to review the grant program budget and either approve or disapprove the grant program budget? If yes, explain in detail and provide screen-shots.	No	This approval comes outside of the system. There is a place to enter this information which is controlled by role and user level access; however, no approval workflow is included to enter this data into the system.
6.2	Upon grant program budget approval by the Grants Manager, will the GMS automatically generate an email to the Budget Officer of the	No	See answer to 6.1. This approval comes outside of the system.

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	approved budget? If yes, explain, in detail, how this is accomplished and provide screen-shots. If no, provide details on how your GMS delivers automatic system notifications.		
6.3	Upon Chart of Accounts Set-up, does the GMS automatically generates an email to the GMO Staff and Sub-Grantee that the budgets have been approved? If yes, explain in detail.	No	See answer to 6.1. This approval comes outside of the system.
6.4	Does the GMS allow for the Sub-Grantee to adjust the Category Budget? If yes, explain the process.	Yes, future	Existing EGMS budget modification functionality allows Sub-Grantee access to move funds between previously approved line items. The concept of Category Budgets does not exist in EGMS in the same way it appears it does for VDEM, particularly at the application level where the SAA tells the sub-grantee how much they must budget for each category. Currently, Sub-Grantees create budgets of detailed expenditures to comprise the grant award and funds can be moved between remaining balances (non-reimbursed portions) of these expenditures; this budget revision functionality will be available as part of the Initial Year 1 Software License. This functionality does show how funds are being moved between categories when a budget revision is requested by the sub-grantee. The concept of Category Budgets can be implemented at additional cost.
6.5	Upon the Sub-Grantee submitting an adjustment to the Category Budget, will the GMS automatically email the Grant Specialist that an AEL Category Item change request is pending approval? If yes, explain how this is accomplished.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
6.6	Once the Grant Specialist reviews the AEL Category Item Change Request, does the GMS allow the Grants Specialist to either approves as requested or disapproves with comments? If yes, provide detail of how this is delivered.	Yes,	Required review actions and status changes and required comments added can be configured as necessary in the EGMS Workflow Engine. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
6.7	Upon the Grants Specialist's AEL Category Item Change Request approval or disapproval, will the system automatically generate an email to the Sub-Grantee of the response to the request? If yes, provide detail.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction.
6.8	Does the GMS allow for the GMO Staff to input, edit and download Category Budgets (from Excel and/or other formats)?	Yes, future	Download to excel could be implemented at additional cost. This information is displayed on BSIR and ISIP screens.
6.9	Does the GMS allow the Sub-Grantees and GMO Staff to view the Category Budgets.	Yes	Already available on BSIR and ISIP views. Additional cost for view on budget screens.
7.0	Are Category Budgets presented as "Real Time" data? If yes, provide detail on how this is accomplished. If no, provide detail on the turn-around time for the GMO Staff to receive updates (input and edit) of the Category Budget.	Yes	All system data is presented real-time (up to date with all user-entered items).
7.1	Does the GMS allow the Sub-Grantee to request a Category Budget	Yes	Basic budget modification process concept. Customization of the Budget

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	Realignment? If yes, will the realignment requests include the change in the specific budget amounts, change in categories and justifications for each change?		Revision workflow will be considered part of the Initial Year 1 Software License.
7.2	Will the GMS allow the realignment of the Category Budgets to exceed the overall project budget? If yes, please explain how this is accomplished. Provide screen-shots if applicable.	Yes	Project budgets may be exceeded on budget revisions as long as they do not exceed the overall grant allocation for that particular Sub-Grantee. The SAA then reviews changes to project budgets that were affected by the budget modification being presented. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.3	Will the GMS allow any Category Budget to fall below the level of all prior Purchase Requests from each category?	No	Budget modifications cannot move funds in excess of the balance remaining for each category/item that has already been reimbursed. Balance must remain to move funds.
7.4	Upon the Sub-Grantee submission of the Category Budget Realignment Request, will the GMS issue a system generated email to notify the Grant Specialist that a category budget realignment request is pending approval? If yes, explain how this is accomplished.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.5	Will the GMS allow the Grant Specialist to review the Category Budget Realignment Request to either "approve as requested" or "disapproves with comments"? If yes, please explain how this is accomplished.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.6	Upon the Grants Specialist's approval or disapproval, will the GMS send an automatic system generated email to the Sub-Grantee of the response to the request? If yes, provide detail. If no, provide details on how your GMS delivers automatic system notifications.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.7	Does the GMS allow the GMO Staff to input, edit and view Project Budgets? If so, provide detail how this is delivered.	Yes	Budget Revisions can be initiated by either the sub-grantee or the SAA on behalf of the sub-grantee. The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
7.8	Does the GMS allow Sub-Grantees and GMO Staff to view Project Budgets? If yes, provide detail on how this is accomplished. If no, provide detail on the turn-around time for the GMO Staff to receive updates (input and edit) of the Project Budget.	Yes	Project views are available for each grant record to show funding rolled up by project for a given grant allocation.
7.9	Does the GMS allow the Grants Specialist to request a specific project budget adjustment. If yes, provide detail on how this is accomplished.	Yes	This happens in the same way as any other Budget Revision. The user would select to move funds from line items of one project budget to the other.
8.0	Upon the Grants Specialist's project budget adjustment request, will the GMS send an automatic system generated email to the Grants Manager with the project change request information and a link back to the request page for the project budget adjustment request? If yes, provide detail on how this is delivered. If no, provide details on how	Yes, future	This is currently implemented per the workflow with the exception of the link included in the email. For the link, current EGMS users have not required this; however, this would not be a major change and could be implemented fairly easily after deployment of the base EGMS system. Implementation of this

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	your GMS delivers automatic system notifications.		feature would be at an additional cost.
8.1	Does the GMS allow the Grant Manager to review the project budget adjustment request and enter reviewer comments in the GMS and either approve or disapprove the request? If yes, provide detail on how this is accomplished.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
8.2	Will the GMS provide an online Project Budget Adjustment form for the Grant Specialist to complete? The Project Budget Adjustment form includes: source project, source category and source category amount, plus target project, target category and target category amount.	Yes, future	Implementation of this specific form would be at additional cost. Note that this information (source and target) is already presented on-screen during review of budget revisions and is maintained after approval of the record; however, it is not likely in the format required if VDEM has a standardized format for the data.
8.3	Upon approval of the Project Budget Adjustment Request by GM, will the GMS send an automatic system generated email to the Grant Specialist that the budget realignment has been finalized? If yes, provide detail.	Yes	The EGMS workflow engine allows system generated emails to be created for any workflow transaction. Customization of the Budget Revision workflow will be considered part of the Initial Year 1 Software License.
8.4	Does the GMS allow the the Program Analyst to upload the Grant Award Budget data into the GMS? If yes, provide detail on how this is accomplished.	No	See previous responses related to inputting grant program/grant year awards.
8.5	Does the GMS allow the GMO Staff to view/download the Grant Award Budget? If so can the data be exported and saved in Excel?	Yes, future	Export to excel is a feature of the Ad Hoc reporting tool, but not available on all grant viewing pages. Implementation of this feature would be at an additional cost.
8.6	Does the system provide a method to notify Sub-Grantees of Grant Adjustment Notices (time extensions, budget changes, or changes in Sub-Grantee personnel)? If yes, provide detail on how this is accomplished.	Yes, future	EGMS does not enforce any hard grant periods (if the grant period has ended, associated grants are not systematically shut down, that is left up to the Grant Manager). Timeframe extensions could be implemented at additional cost.
8.7	Does the GMS allow for payment advances on grant funding prior to a Sub-Grantee spending the funds? If yes, provide detail on how this is accomplished.	Yes	Documentation required for payment is up to the SAA.
8.8	As Sub-Grantees have an approved Budget Category, the Sub-Grantee may move funds within an approved Budget Category(ies). Does the GMS allow for the Sub-Grantee to move funds from an approved Budget Category to another Budget Category without GMO Staff? If yes, provide detail on how this is accomplished.	Yes	Yes, this is done via a sub-grantee initiated Budget Revision. This can be initiated by the sub-grantee but would required SAA approval.

5. C. Implementation, Support Services & Training			
1.0	Can your GMS be successfully implemented for operational use within 30 days? If yes, provide an implementation plan and timeline to include tasks, resources, deliverables and any other requirements for a successful 30 day maximum implementation.	No	Tetra Tech does not believe that 30 days is a reasonable timeline for implementation of a system the complexity described in this RFP and to the complexity at which EGMS operates. Legacy data migration, workflows, and reporting functions would be implemented and/or customized for VDEM's specific needs at an additional cost.

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1.1	For customers with a similar scope and scale of this RFP, how many successful customer implementations have you completed in the last 5 years, which were installed in 30 days or less? Provide the details of the scope and scale of each customer's implementation.	No	Tetra Tech has not, and would not attempt full implementation of the EGMS system within 30 days or less. Tetra Tech has implemented similar systems in project schedules that lasted 6 months or more.
1.2	Describe your standard implementation plan for your standard GMS?	N/A	Tetra Tech has no standard implementation plan for EGMS. Based on working with several state agencies on this project, Tetra Tech understands that each client is unique in both their level of operation and organization, and in the complexity by which they manage their grants and expect their grants to be maintained by their GMS.
1.3	Do you have a defined transition plan to move our existing data into the GMS? Provide details how this will be delivered.	No	VDEM would need to provide existing data stores and expectations for import of legacy data in order for Tetra Tech to come up with a meaningful transition plan.
1.4	Does your GMS have a standard Disaster Recovery Plan? If yes, provide a copy of the Disaster Recovery Plan.	Yes	See Disaster Recovery Plan. Exhibit A – Appendix 1.
1.5	Does the GMS have a standard Change Management Plan to manage any updates/modifications/customizations or other alternations to the tool? If yes, explain and provide a copy of the Change Management Plan documentation/materials.	Yes	Issue and Change Management. Tetra Tech is confident that our methodology and technical approach, supported by our project management and QA/QC processes, will minimize any issues or disputes that would require escalation of any kind. During project implementation, Tetra Tech will work with VDEM to plan the content of each deliverable. VDEM and Tetra Tech will negotiate criteria for acceptance and/or rejection of each deliverable during the kick-off meeting and documented for approval by both parties. In this manner, the expectations for each deliverable will be decided and agreed upon up front, and we will avoid any unnecessary issues during project implementation. Tetra Tech does not anticipate any issues or disputes would arise concerning the deliverables or their approval and acceptance. However, in the unlikely event that an issue or challenge presents itself during project implementation, Tetra Tech staff at all levels are prepared to work with VDEM to quickly resolve the issue to the satisfaction of both parties. All Tetra Tech staff have been trained on project management, conflict resolution, and communication techniques – which will be applied throughout project implementation to deal with any issues or challenges at the lowest possible level. Our experience has shown that in most cases, a clear, open discussion between analysts and consultants will address most issues and challenges. Such discussions will be followed up with e-mail messages so all parties understand the issue and resolution. If this does not solve the issue or challenge, however, the VDEM Project Manager and Tetra Tech Project Manager will then discuss

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			<p>the issue or challenge and develop a course of action that remedies the issue to the satisfaction of both organizations. Exchanges such as these will be documented either in an e-mail message or a memorandum to the project file and shared between parties so the issue and final resolution of that issue are clearly documented for reference. In the rare instance where this could not occur, the issue or challenge would be escalated to the Tetra Tech Account Manager and VDEM executive management for resolution. Tetra Tech will make every effort to quickly resolve any issues that arise during project implementation at any level. To ensure adherence to the project schedule, Tetra Tech will work to resolve any issues or challenges within 1-2 days of identification of the issue or challenge (if possible).</p> <p>In contrast to issue management, as described above, Tetra Tech's change management processes are designed to manage change requests and necessary scope changes during project implementation. These processes are different from issue management in that they are proactive and focused on planning mid-course corrections during project implementation to enhance the product or avoid any future issues altogether. Tetra Tech's proposed methodology includes built-in mechanisms for change management because we recognize that the inherently iterative process of software development requires flexibility to make documented changes within the overall project scope. Therefore, Tetra Tech advocates formally revisiting several deliverables throughout the proposed phases, which offers VDEM and Tetra Tech the opportunity to revisit the scope and document any change requests by revising the Functional Specifications Document and Application Design Document. Each of these documents will be modified accordingly with scope changes after each gate session (and indeed any time it is warranted to do so during project implementation). Each change will be documented in the appropriate section of each document with the date and notes about the discussion and agreements with VDEM. Tetra Tech also will analyze each proposed change to ensure it is consistent with the overall project scope and to determine any cost impacts and if additional resources would be required to implement the proposed changes. Should overall project scope or cost changes be required for any proposed changes, Tetra Tech's Account Manager, Project Manager, and Financial Manager will work the VDEM leadership to modify the contract accordingly.</p>
1.6	Does the Change Management Plan identify key stakeholders, communication tools and expected outcomes regarding who will be impacted by the implementation of the GMS?	Yes	See answer to 1.5 in this section.
1.7	Does the Change Management Plan incorporate lessons learned	Yes	See answer to 1.5 in this section.

5. C. Implementation, Support Services & Training			
	from previous client implementations?		
1.8	Do you have a standard Quality Assurance Program to monitor quality and accuracy of your GMS? If yes, please provide details.	Yes	See answer to 1.5 in this section. Tetra Tech as a well developed program and SOPs for quality assurance of deliverable documents. Tetra Tech has a separate quality SOP for software development.
1.9	Does your GMS include system upgrades and/or enhancements at no additional charge? If yes, please provide the details of the upgrades and/or enhancements. If no, please provide details on your methodology for delivering and charging for upgrades and enhancements.	No	Tetra Tech can provide upgrades at reduced costs when multiple clients require similar functionality. If Tetra Tech implements and upgrade for a non-VDEM client, Tetra Tech will inform VDEM of the update in case a similar upgrade would be useful to VDEM. In these cases, Tetra Tech can often provide the upgrade without the need for extensive additional customization. In most cases, Tetra Tech would charge VDEM only for the minimal effort to install and test the upgrade on the VDEM implementation of EGMS. Software development and customization costs are minimal or non-existent.
2.0	How does your GMS manage version control, releases and system updates? Please detail how and when these are delivered.	Yes	CVS is used to manage version controls and system releases. New development and/or code for bug fixes are typically released after business hours during low-traffic periods. Per 1.9 it does not include automatic updates and releases at no additional cost, outside of standard code maintenance.
2.1	Does your GMS include Support Services at no additional charge? Provide details of all Support Services included.	No	Our support services are covered under our cost estimate for Help Desk Support and Maintenance.
2.2	What is your standard Help Desk Support service offered for the GMS? Please provide details of the services.	Yes	The details of our Help Desk support are shown in the SLA Template Service Agreement – Exhibit H.
2.3	What is your emergency or After-Hours Help Desk Support services offered for the GMS? Please provide details of the services.	No	Tetra Tech's help desk is always available during business hours 9:00 AM to 5:00 PM EST. After these hours, the support team members are often available. When possible, support team members will respond to requests received after hours.
2.4	Does your GMS provide 24/7/365 access by phone and general business hours for the office systems help desk and administration?	No	Based on previous integrations of EGMS, this is not required.
2.5	Is a toll-free customer service number available for Support Services? If yes, please provide the hours of operation.	Yes	8:00AM – 5PM EST
2.6	Is customer services support available via an online "Help" feature within the GMS? If yes, provide details of how this is delivered.	Yes	Tetra Tech uses a Web-based trouble-ticketing system for this purpose. When a user submits a comment or help request, the support team receives an automated notification. The system tracks the contact information, details of the request, and the status of the request until the issue is resolved. VDEM will have access to all tracking information and reports.
2.7	Is training included with the GMS? If yes, provide details and documentation of all training to include (method, resources, materials, class maximum, super-user or end-user, initial and ongoing training, etc)	Yes	First Training Session - The first training session will begin after VDEM acceptance of phase 3 outputs. Tetra Tech proposes to deliver the training to VDEM administrators and grants managers, who are designated to become experts in the EGMS system and who will have responsibility for conducting independent EGMS training sessions. The training

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			<p>will take place over a 2-day period on-site at VDEM. Training will cover EGMS functions within the administration module and the payment request and budget modification workflows. In addition, the training will cover general business processes for managing the Investment Justification Process, Grant Award Process, Create Budget Process, and Customized Refund Expenditure Process. During phase 4, parts of these business processes will continue outside of EGMS. Tetra Tech will work closely with VDEM to ensure that VDEM can continue these processes without interruption for the 6 month period during which Tetra Tech will continue to customize EGMS to achieve the full functional specification. Tetra Tech will provide a draft User Manual to VDEM before the training.</p> <p>Second Training Session – Having received VDEM acceptance of the final EGMS and having moved the final EGMS onto the production server, Tetra Tech will deliver a final training session to cover all EGMS functions and features. Quality training is an essential factor that can determine the overall success of the project during the post implementation phase. For this reason, we propose to offer training not only through the two onsite training sessions described here, but also informal interaction with VDEM staff throughout the project. We recommend a “train the trainer” approach in which Tetra Tech works very closely with VDEM staff, who become experts capable of delivering training to broader VDEM staff and jurisdiction/grant recipients. The second training session will reinforce topics covered under the first training session, but will also include new workflows for Investment Justification Process, Grant Award Process, Create Budget Process, Customized Refund Expenditure Process. Again, Tetra Tech proposes a hands-on “train-the-trainer” approach. The training will take place over a two-day period on site. Tetra Tech will provide final.</p>
2.8	Does the GMS provide strong password requirements? If yes, describe the password expiration?	Yes	Password expiration period would be defined by the client.
2.9	How many times are users allowed to reuse the same passwords?	N/A	Implementation of this feature would be at additional cost.
3.0	Does your GMS establish a standard communication process for issue management and reGMS, including specific points of contact for escalating issues?	No	<p>Issue and Change Management. Tetra Tech is confident that our methodology and technical approach, supported by our project management and QA/QC processes, will minimize any issues or disputes that would require escalation of any kind. During project implementation, Tetra Tech will work with VDEM to plan the content of each deliverable. VDEM and Tetra Tech will negotiate criteria for acceptance and/or rejection of each deliverable during the kick-off meeting and documented for approval by both parties. In this manner, the expectations for each deliverable will be decided and agreed</p>

5. C. Implementation, Support Services & Training

		<p>upon up front, and we will avoid any unnecessary issues during project implementation. Tetra Tech does not anticipate any issues or disputes would arise concerning the deliverables or their approval and acceptance. However, in the unlikely event that an issue or challenge presents itself during project implementation, Tetra Tech staff at all levels are prepared to work with VDEM to quickly resolve the issue to the satisfaction of both parties. All Tetra Tech staff have been trained on project management, conflict resolution, and communication techniques – which will be applied throughout project implementation to deal with any issues or challenges at the lowest possible level. Our experience has shown that in most cases, a clear, open discussion between analysts and consultants will address most issues and challenges. Such discussions will be followed up with e-mail messages so all parties understand the issue and resolution. If this does not solve the issue or challenge, however, the VDEM Project Manager and Tetra Tech Project Manager will then discuss the issue or challenge and develop a course of action that remedies the issue to the satisfaction of both organizations. Exchanges such as these will be documented either in an e-mail message or a memorandum to the project file and shared between parties so the issue and final resolution of that issue are clearly documented for reference. In the rare instance where this could not occur, the issue or challenge would be escalated to the Tetra Tech Account Manager and VDEM executive management for resolution. Tetra Tech will make every effort to quickly resolve any issues that arise during project implementation at any level. To ensure adherence to the project schedule, Tetra Tech will work to resolve any issues or challenges within 1-2 days of identification of the issue or challenge (if possible).</p> <p>In contrast to issue management, as described above, Tetra Tech's change management processes are designed to manage change requests and necessary scope changes during project implementation. These processes are different from issue management in that they are proactive and focused on planning mid-course corrections during project implementation to enhance the product or avoid any future issues altogether. Tetra Tech's proposed methodology includes built-in mechanisms for change management because we recognize that the inherently iterative process of software development requires flexibility to make documented changes within the overall project scope. Therefore, Tetra Tech advocates formally revisiting several deliverables</p>
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5. C. Implementation, Support Services & Training		
		<p>throughout the proposed phases, which offers VDEM and Tetra Tech the opportunity to revisit the scope and document any change requests by revising the Functional Specifications Document and Application Design Document. Each of these documents will be modified accordingly with scope changes after each gate session (and indeed any time it is warranted to do so during project implementation). Each change will be documented in the appropriate section of each document with the date and notes about the discussion and agreements with VDEM. Tetra Tech also will analyze each proposed change to ensure it is consistent with the overall project scope and to determine any cost impacts and if additional resources would be required to implement the proposed changes. Should overall project scope or cost changes be required for any proposed changes, Tetra Tech's Account Manager, Project Manager, and Financial Manager will work the VDEM leadership to modify the contract accordingly.</p>
3.1	Does the GMS provide a standardized process for educating and training all users of the GMS?	<p style="text-align: center;"><i>No</i></p> <p>The below description of Tetra Tech's training expands upon details provide in under Service and Support Implementation. As noted in the proposed implementation plan, Tetra Tech will deliver 2 training sessions in a casual atmosphere where attendees will follow along via real-time displays of the Web-based EGMS system and Microsoft PowerPoint® slideshows. Each session will be given the appropriate time for completion and will be followed by a Question and Answer period allowing for all questions to be answered ensuring a complete understanding of each module within EGMS. Tetra Tech will coordinate with VDEM and COG personnel prior to training to ensure that the appropriate personnel will be available to attend the training slot that applies to that person's job responsibilities.</p> <p>Training agendas will be developed based on the final product and will include the following agenda items. Tetra Tech will work with VDEM and COG personnel to finalize training agendas as needed.</p> <ul style="list-style-type: none"> • Training for VDEM: <ul style="list-style-type: none"> ✓ System Administration Level Training – covers the EGMS Administration module (Tetra Tech recommends that this section of training be limited to those that will have administrative access only). ✓ Train-the-Trainer Training – covers all EGMS modules users (Tetra Tech recommends that this section of training be limited to those that will be responsible for training future employees of VDEM and Jurisdictions).

5. C. Implementation, Support Services & Training			
			Tetra Tech will provide two EGMS staff for each training session as well as a laptop computer and digital projector to be used during training. Tetra Tech staff will be responsible for clearly presenting EGMS training in its entirety, ensuring VDEM personnel have a thorough knowledge of the system prior to the conclusion of training. Tetra Tech also will provide EGMS User's Manuals and accompanying slide handouts for reference during and after training. EGMS user's manuals will consist of an Administrators User's Manual (delivered to VDEM), a Grant Managers User's Manual (delivered to VDEM), and a Jurisdiction User's Manual (delivered to COGs). All user's manuals will be delivered in hard copy form to those attending training and on CD in digital form (PDF form). Tetra Tech included costs for 20 copies of training manuals.
3.2	Does your GMS provide a targeted training plan that addresses the training needs of specific user groups and address the system transactions that group members will be required to perform?	Yes	Our training is targeted to "training the trainer." We cover all aspects of the system from the perspective all user groups – SAA system administrators, grant managers, and local jurisdictions. Our user manuals are tailorord to these groups as well.
3.3	Does your GMS provide audience/ role-specific training classes built and conducted for distinct user groups?	Yes	We have proposed a "train the trainer" approach because this approach has proven to be successful and effective for other clients. We have also provided separate training sessions delivered directly to the user groups. Our training program is flexible in this regard and, if this approach is VDEM preference, we can adjust our approach within constraints of our budget. For example, we can provide informal web-cast training sessions to targeted groups.
3.4	Do you provide ongoing training, at no charge, due to new releases and/or upgrades? Provide details on how and when this is delivered.	No	Our cost estimate does not include budget for additional on-site training for this purpose. It also does not include revisions to the final User Document if the changes occur after implementation of the system per the Initial Year 1 Software License. Tetra Tech will provide informal webcast training sessions to small groups.

5. D. Reporting & Performance			
Reporting			
1.0	Does the GMS allow all Authorized Users to run a variety of Grant Program reports? If so, provide detail of the types of reports that AU's may generate.	Yes	See Appendix 2, under the heading 5.D. Reporting & Performance – Screen Captures for Question 1.0 for screen captures of an example of this scenario.
1.1	Within the GMS, can the GMO Staff build and save ad hoc reports, designating who has access to run/view the report(s)? If yes, can the GMO Staff set/limit access of reports by categories like: county, region, role, etc.?	Yes	See answer to 1.1 above.
1.2	Does the GMS provide standard reports, designating who has access	Yes	See answer to 1.1 above.

5. D. Reporting & Performance			
	to run/view the report(s)? If yes, can the GMO Staff set/limit access of reports by categories like: county, region, role, etc.?		
1.3	Provide a list of all standard GMS reports, along with copies of each report and/or screen-shots.		See answer to 1.1 above.
1.4	Does the GMS allow all Authorized Users to run/view reports to which their specific role gives them access? If so, provide detail of how this is delivered.	Yes	See answer to 1.1 above.
1.5	Quarterly Project Progress Reports will be run for Financial and Programatic from the Sub-Grantees. Does the GMS provide a mechanism to submit Quarterly Progress Reports (Financial and Programatic)? If yes, does the GMS have a standard Quarterly Report format or can we build our own Quarterly Report form to be used within the tool?	Yes	Report will be developed.
1.6	Can the Quarterly Report submissions be tracked and does automatic system generated notices get pushed out if a Sub-Grantee's report is not received? Please provide detail of how this is delivered, to include if intervals for outstanding reminder notices can be set?	Yes	Report will be developed.
Performance			
1.7	Does your GMS have standard Service Level Agreements (SLA's) to measure performance? If yes, provide a list of Best Practice SLA's most frequently used across your customers.	No	See SLA Template Service Agreement – Exhibit H.
1.8	The accounting unit of VDEM requires predefined and custom reports that do the following: displays grant fund balance reconciliation for any given period by individual grant for a given jurisdiction shows a named date range for a given jurisdiction and individual grant. The GMS must have the following reporting and querying capabilities:		
	Number of payment requests for a period of time;	Yes	Available in existing Ad Hoc report.
	Number of payments and dollar amounts reimbursed for a specific date range;	No	Implementation of this feature would be at additional cost.
	What has been paid by year, jurisdiction government, grant program or any combination thereof;	Yes	
	Provides the number of requests that have been denied;	No	Implementation of this feature would be at additional cost.
	Provides the total days to process;	No	Implementation of this feature would be at additional cost.
	Total amount paid by year and program type	Yes	
	Listing of overdue invoices at 10, 20 and 30 day intervals from local jurisdictions	No	Implementation of this feature would be at additional cost.
	Provides uncommitted funds by jurisdiction or program	Yes	

5. D. Reporting & Performance			
	Provides the status of completion by jurisdiction and by project (entered by jurisdiction, aka Bi-Annual Strategy Implementation Report (BSIR))	Yes	
1.9	Does your GMS have the following reporting and querying capabilities? If your GMS provides the reporting and querying capabilities below, provide details and sample reports for each item.		
	Ad Hoc Reports	Yes	
	Virginia ISIP (Initial Strategic Implementation Plan) /BSIR Reports	Yes	
	Project Grant Distribution Reports	Yes	
	Project Funding by Jurisdiction Reports	Yes	
	Equipment Shipping Information Report	No	Implementation of this feature would be at additional cost.
	Special and Restricted Equipment Status Report	No	Implementation of this feature would be at additional cost.
	Equipment List Log Report	No	Implementation of this feature would be at additional cost.
	Past Audit reports	No	Implementation of this feature would be at additional cost.
	Jurisdiction Elected Officials Report	No	Implementation of this feature would be at additional cost.
	Jurisdiction Point of Contact Report	Yes	
	Grant Distribution/Fund Allocation Report	Yes	
	Grant Progress Report	Yes	
	Equipment Audit Report	No	Implementation of this feature would be at additional cost.
	LE Summary Report	No	Implementation of this feature would be at additional cost.
	Automated Notice Report	No	Implementation of this feature would be at additional cost.
	Sub-Grantee Quarterly Report	No	Implementation of this feature would be at additional cost.
	Management Quarterly Report (all grants)	No	Implementation of this feature would be at additional cost.

5. E. Content & Information Management			
Public Information			
1.0	Does the GMS provide a secure area for the Program Analyst to create/update GMS site content and links which will be visible to the GMS Users? If yes, provide detail on how this is delivered.	Yes	<p>EGMS provides a configurable subgrantee home/welcome screen to which announcements and notices can be posted and guidance or other important documents uploaded for view by Sub-Grantees. See Appendix 2, under the heading 5.E. Content & Information Management – Screen Captures for Question 1.0 for screen captures of this public area.</p> <p>EGMS also provides a mass emailing system where the SAA can create system-delivered emails, with attachments, to grant points of contact and Approved System Users. This mass emailing system is typically used to notify grant POCs on issues relating to grant guidance on to notify system users on new system</p>

5. E. Content & Information Management			
			functionality.
1.1	Upon submission of the revised GMS public content by the Program Analyst, will an email be automatically generated to the Grants Manager to review the new/revised content? If yes, provide detail on how this is delivered.	No	There is no workflow for this. This module is available for configuration in the Admin module. We would configure the role and user level module access so only approved SAA users have the ability to manage content from this module.
1.2	Does the GMS allow the Grants Manager to enter disapproval comments of the revised public content? If yes, provide detail how this is delivered.	No	See answer to 1.1 above.
1.3	Upon disapproval submission of GMS site content by the Grants Manager, will an email be automatically generated to the Program Analyst who created/revised the content with the disapproval comments? If yes, provide detail on how this is delivered.	No	See answer to 1.1 above.
1.4	Does the GMS allow the Grants Manager to approve new/revised content and submit approval of the updated content?	No	See answer to 1.1 above.
1.5	Upon GMS site content approval submission by the Grants Manager, will the the new/revised content be activated to the GMS site? If so, provide detail how this is delivered to include the turn-around time for approved content updates.	No	See answer to 1.1 above.
1.6	Does the GMS provide a public area for the GMS Users to view public information published or linked by the GMO? If yes, provide a sample screen-shot and describe how public content is delivered and viewed.	Yes	See Appendix 2, under the heading 5.E. Content and Information Management Screen Captures for Question 1.0 for screen captures of this public area.
1.7	Does the GMS link to the Federal Grant Reporting Tool where GMO Staff can follow the instructions to input BSIR data for each grant year/type required? If yes, provide detail on how this is delivered.	Yes	EGMS outputs BSIR reports by which users can directly copy data into the BSIR Federal Grants Reporting Tool. DHS has not allowed us access for direct data uploads; however, the BSIR reports are live data formatted in the same way required for entering into the GRT.
1.8	Does the GMS allow the Program Analyst to create and publish (upload) GMO and Plans for viewing by Authorized Users? If yes, provide details.	Yes	Guidance and other types of documents may be uploaded to the Documents module. They may be tied to specific grant programs, fiscal years, etc. and Sub-Grantees that fall within those parameters would have access to those document after upload.
1.9	Does the GMS allow the Program Analyst to create and publish (upload) GMO and Grant Guidance for viewing by Authorized Users? If yes, provide details.	Yes	See answer to 1.8 above.
2.0	Does the GMS allow the Authorized User to view GMO plans? If yes, provide details.	Yes	Additional information required on what GMO plans would need to be viewed. However, if the plans are uploaded into the documents module, the GMS allows Authorized Users to view. There is no public facing version of the website.
2.1	Does the GMS allow the Authorized User to view Grant Guidance? If yes, provide details.	Yes	Anything uploaded into the Documents module or to the user welcome screen/home page.

5. E. Content & Information Management			
Collaboration Management			
2.2	Does the GMS provide a feature for the GMO Staff to schedule a web/video conference or net meeting? If yes, provide detail on how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.3	Does the GMS provide a feature for the GMO Staff to moderate a web/video conference or net meeting? If yes, provide detail on how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.4	Does the GMS provide a feature for Authorized Users to participate in a web/video conference or net meeting? If yes, provide detail on how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.5	Does the GMS provide a feature which allows Authorized Users to participate in a chat room? If yes, provide details how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.6	Does the GMS provide a feature which allows Instant Messaging for Authorized Users? If yes, provide details how this is delivered and if you require any system requirements for use of this feature.	<i>No</i>	Implementation could be at additional cost.
2.7	Does the GMS provide a Message Board feature for the posting of GMO-related messages by all Authorized Users of the GMS, which still allows for the GMO Staff to perform the duties of board moderator? If yes, provide detail on how this is delivered.	<i>No</i>	Implementation could be at additional cost.
2.8	Does the GMS provide a Message Board feature for Authorized Users to create and post Message Board Topics, where Authorized Users may post messages? If yes, provide details on how this is accomplished.	<i>No</i>	Implementation could be at additional cost.
Calendar Management Features			
2.9	Does the GMS include a Calendar Management feature? If yes, can the Calendar Management feature be used with Microsoft Outlook?	<i>Yes</i>	Not tied-in with Microsoft Outlook. See Appendix 2, under the heading 5.E. Content & Information Management – Screen Captures for Question 2.9 for screen captures of an example of this scenario.
3.0	Can the GMO Staff update the Calendar of "Public" Events on the GMO Grants main page? If yes, will the Calendar of Events be used with Microsoft Outlook?, NOTE: "Public" refers to Sub-Grantees, stakeholders and partners, rather than private citizens.	<i>Yes</i>	Not tied-in with Microsoft Outlook. See Appendix 2, under the heading 5.E. Content & Information Management – Screen Captures for Question 2.9 for screen captures of an example of this scenario.
3.1	Can the GMO Staff update the Calendar of "Internal" Events on the GMO Grants main page? NOTE: Internal refers to all GMO Staff members. If yes, provide detail on how this is delivered.	<i>No</i>	Implementation would be at additional cost.
3.2	Can the GMO Staff view the GMO Internal Calendar and the Calendar of Public Events within the GMS? If yes, provide detail on how this is delivered and provide screen-shots of the views.	<i>No</i>	Implementation would be at additional cost.

5. F. IT Compliance & Hosting											
1.0	Is the vendor's proposed solution compliant with all current COV ITRM policies and standards as found at: http://www.vita.virginia.gov/library/default.aspx?id=537?	Yes									
1.1	Is the vendor's proposed solution compliant with all current COV data standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344?	Yes									
1.2	Can the solution be hosted by VITA? If yes, provide details required for VITA to host.	Yes									
			<p>EGMS requires ColdFusion MX 8 and Microsoft SQL Server 2005. Although a single server configuration is possible, Tetra Tech recommends installation of the database on one server and ColdFusion on a separate server. The ColdFusion web server platform is typically Information Services (IIS) with Windows 2003 server. Tetra Tech has implemented a design framework that takes advantage of ColdFusion's code modularization (object oriented concepts), which have been significantly enhanced in the latest version (MX8). SQL Server 2005 is the relational database management system (RDBMS) on which ColdFusion executes the business logic.</p> <p>On the client side, EGMS only requires a standard web browser, such as Internet Explorer or Mozilla Firefox. EGMS is designed for cross-browser compatibility and does not require installation of any Active X controls or Java Applets. The application uses non-persistent cookies to control application state. Therefore, cookies must be enabled on the client web browser.</p> <p style="text-align: center;">Recommended Software and Hardware for Hosting EGMS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Software Requirements</th> </tr> </thead> <tbody> <tr> <td style="width: 30%;">OPERATING SYSTEM</td> <td>Microsoft Windows Server 2003 (Enterprise Server)</td> </tr> <tr> <td>WEB SERVER</td> <td>Microsoft Internet Information Services (IIS) 6.0</td> </tr> <tr> <td>SSL WEB SERVER CERTIFICATE</td> <td>Recommended</td> </tr> </tbody> </table>	Software Requirements		OPERATING SYSTEM	Microsoft Windows Server 2003 (Enterprise Server)	WEB SERVER	Microsoft Internet Information Services (IIS) 6.0	SSL WEB SERVER CERTIFICATE	Recommended
Software Requirements											
OPERATING SYSTEM	Microsoft Windows Server 2003 (Enterprise Server)										
WEB SERVER	Microsoft Internet Information Services (IIS) 6.0										
SSL WEB SERVER CERTIFICATE	Recommended										

5. F. IT Compliance & Hosting

DATABASE	Microsoft SQL Server 2005 (Standard Edition, Enterprise Edition)
APPLICATION SERVER	ColdFusion MX 8 (recommended)
Hardware Requirements	
Processor (CPU)	Pentium IV 2.4 GHz or higher
Memory (RAM)	1 GB or greater
Disk Space	ColdFusion Web Application Code – 2 GB Documents Repository on web server – up to 50 GB SQL Server Database – 25 GB SQL Server Database daily backups stored on disk – up to 100 GB * These estimates do not include disk space required for the operating system, ColdFusion installation, and SQL Server installation.
SERVER BACKUP DEVICE	Tape Drive

End-User (Client) Software and Hardware Requirements for Using EGMS

Software Requirements	
WEB BROWSER	Microsoft Internet Explorer (Versions: 5 or higher) or equivalent
Hardware Requirements	
Memory (RAM)	128 MB or greater
Display Resolution	800 x 600 or greater

EGMS Network Bandwidth Requirements

5. F. IT Compliance & Hosting			
			<p>Bandwidth requirements can be conservatively estimated based upon the following assumptions. The average size of an EGMS website page is approximately 50 KB. EGMS could receive up to 10,000 page views per week.</p> <p>EGMS Developer Server Access</p> <p>To manage and maintain the application, Tetra Tech developers require direct access to the web application and database servers. This may be accomplished through a remote connection on the developer's local computer via the SQL Server software to databases running on the database server and access to remote desktop onto the web and database servers.</p>
1.3	<p>Indicate the number of tiers that the solution has:</p> <ul style="list-style-type: none"> • Single tier (monolithic) - all processing takes place on a single computer (desktop, mainframe, server) • 2-tier (Client and database tiers) - either the client application accesses the database directly or the business logic is implemented using triggers or stored procedures (example PL/SQL) • 3-tier (Presentation, Middle (application) and Database tiers) - Business logic is separated from Database tier • N-tier (More than 3 tiers) - example: Presentation, Controller/Mediator, Domain or Business, Data Mapping and Data Source tiers. 	N/A	3-tier
1.4	<p>Indicate what kind of client is needed on the desktop?</p> <ul style="list-style-type: none"> • Thin Client - browser only is required • Thin Client - browser plug-in required • Thick/Fat Client - s/w installed on desktop (data passed to server) • Emulator - mainframe terminal access • Desktop Only - no server needed (all components on desktop) • Other – please explain 	N/A	Thin Client
1.5	<p>What hardware platforms (server etc.) are supported? Provide details.</p>	N/A	Microsoft Windows Server
1.6	<p>Indicate which products and versions of database software (e.g. Microsoft SQL Server 2008) are recommended?</p>	N/A	Microsoft SQL Server 2005
1.7	<p>What Operating Systems and versions are supported by database, web and applications servers?</p>	N/A	Microsoft Windows Server

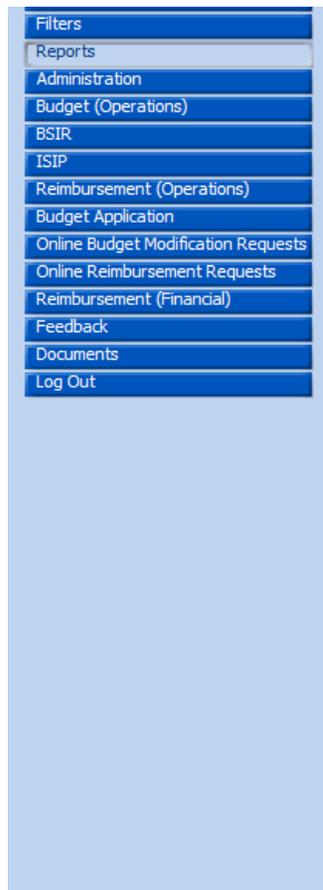
5. F. IT Compliance & Hosting			
1.8	Are there any other requirements (portal etc.) that is needed to deploy the solution on either a server or desktop? (include versions).	<i>No</i>	See answer to 1.2
1.9	Will your Solution be hosted on hardware and software platforms dedicated to VITA's sole use? If yes, please describe how this will be accomplished? If no, what further steps do you take to protect each of your customer's data from access by other customers?	<i>No</i>	See Disaster Recovery Plan.- Exhibit A – Appendix 1.

APPENDIX 1 – DISASTER RECOVER PROCESS (SEE .PDF FILE)

APPENDIX 2 – EGMS SCREENSHOTS

5.D. Reporting & Performance - Screen Captures for Question 1.0.

The following standard reports have been created for existing EGMS clients. It is expected that some of the data definitions and structures would require modifications to meet VDEM's business process; however, the below can be delivered as-is and customized as schedule and budget allow. Available standard report directly below; selected screen captures to follow.



Executive Summary Reports

Reports

- [State Homeland Security Grant Program Funding Rolled Up by Type](#)
- [State Homeland Security Grant Program Funding Rolled Up by Function](#)
- [State Homeland Security Grant Program Funding Rolled Up by Discipline](#)
- [Funding Rolled Up by Strategic Plan](#)
- [Expended Amounts by Strategy Objectives](#)
- [Grant Reimbursement Status by Grant Type](#)

Charts

- [Grant Award Summary Bar Chart](#)
- [Grant Award Summary Pie Chart](#)
- [State Homeland Security Grant Program - Expended vs. Allocated](#)

Branch and Grant Managers

Reports

- [OHS Subgrantee Progress Reports](#)
- [Funding Allocated by Grant \(Adjusted Award\)](#)
- [Funding Allocated by Jurisdiction](#)
- [Completed \(Fully Reimbursed\) Grants](#)
- [Closed Grants](#)
- [Funding Allocation by OHS per Grant Program](#)
- [Funding Allocation: By Grant](#)
- [Funding Allocation: By Region](#)
- [Funding Allocation: Grant Totals](#)

Charts

- [Grant Funding Allocation by Function/Year Bar Chart](#)
- [Grant Funding Allocation by Function/Year Pie Chart](#)
- [Grant Funding Allocation by Discipline/Year Bar Chart](#)
- [Grant Funding Allocation by Discipline/Year Pie Chart](#)
- [Grant Funding Allocation for Strategies by Goals/Objectives](#)

State Homeland Security Grant Program Funding Rolled Up by Type (screen capture). Type here means by Grant Type, which in EGMS is a sub-set of grant program used to group data, and these grant type definitions are identified by the SAA as necessary when grant programs are set up in the system:

Existing Filters: **Grantyear: 2007,2008,2009**

Year	2007	2008	2009	TOTAL
BZPP	\$1,155,000.00	\$597,000.00	\$600,000.00	\$2,352,000.00
CCP	\$164,000.00	\$181,666.85	\$212,666.83	\$558,333.68
E911	\$0.00	\$0.00	\$3,389,778.49	\$3,389,778.49
EOC	\$0.00	\$1,333,333.34	\$0.00	\$1,333,333.34
Exercise	\$0.00	\$320,000.00	\$275,000.00	\$595,000.00
IECGP	\$0.00	\$672,535.00	\$727,260.00	\$1,399,795.00
Law	\$59,125.00	\$0.00	\$0.00	\$59,125.00
Law SHSP	\$0.00	\$1,132,500.00	\$0.00	\$1,132,500.00
MMRS	\$516,290.00	\$642,442.00	\$642,442.00	\$1,801,174.00
Non-SAA-LETPP	\$861,625.00	\$0.00	\$0.00	\$861,625.00
Non-SAA-SHSP	\$513,500.00	\$570,000.00	\$1,032,000.00	\$2,115,500.00
NSGP	\$100,000.00	\$72,750.00	\$0.00	\$172,750.00
PSIC	\$21,026,663.66	\$0.00	\$0.00	\$21,026,663.66
Regionalization	\$4,760,000.83	\$4,760,051.29	\$4,805,000.00	\$14,325,052.12
SAA-CCP	\$97,514.00	\$117,667.99	\$77,260.00	\$292,441.99
SAA-LETPP	\$4,547,500.00	\$0.00	\$0.00	\$4,547,500.00
SAA-SHSP	\$424,500.00	\$3,282,500.00	\$1,130,517.00	\$4,837,517.00
SAA-TSGPSUP	\$14,678.01	\$0.00	\$0.00	\$14,678.01
SAA-UASI	\$880,500.00	\$512,445.00	\$487,176.00	\$1,880,121.00
TEAMHSRT	\$1,491,513.60	\$1,220,200.00	\$297,928.01	\$3,009,641.61
Training	\$300,486.40	\$690,000.00	\$0.00	\$990,486.40

State Homeland Security Grant Program Funding Rolled Up by Function (screen capture).

Existing Filters: **Grantyear: 2007,2008,2009**

Year	2007	2008	2009	TOTAL
Acquisition	\$15,985,491.27	\$0.00	\$0.00	\$15,985,491.27
Deployment	\$1,120,383.63	\$0.00	\$0.00	\$1,120,383.63
E911 CAD	\$0.00	\$0.00	\$1,047,374.00	\$1,047,374.00
E911 General Phase II System	\$0.00	\$0.00	\$1,033,742.49	\$1,033,742.49
E911 IP LAN System	\$0.00	\$0.00	\$788,702.00	\$788,702.00
E911 IP Voice Recorder	\$0.00	\$0.00	\$183,878.00	\$183,878.00
E911 Mapping	\$0.00	\$0.00	\$336,082.00	\$336,082.00
Equipment	\$19,283,493.03	\$18,537,919.30	\$13,956,758.28	\$51,778,170.61
Exercises	\$308,890.00	\$1,115,834.68	\$1,080,622.25	\$2,505,346.93
Management and Administration	\$2,888,543.91	\$1,564,310.49	\$1,568,221.46	\$6,021,075.86
Organization	\$175,000.00	\$0.00	\$0.00	\$175,000.00
Planning	\$10,300,384.12	\$9,573,287.95	\$7,613,053.79	\$27,486,725.86
Training	\$4,347,118.53	\$2,073,960.05	\$1,820,618.06	\$8,241,696.64
TOTAL	\$54,409,304.49	\$32,865,312.47	\$29,429,052.33	\$116,703,669.29

State Homeland Security Grant Program Funding Rolled Up by Function (screen capture).

Existing Filters: **Grantyear: 2007,2008,2009**

Discipline/Year	2007	2008	2009	TOTAL
Agriculture	\$502,529.90	\$380,000.00	\$434,579.60	\$1,317,109.50
Emergency Management	\$9,524,321.51	\$7,933,466.06	\$4,511,095.86	\$21,968,883.43
Emergency Medical Services (Fire-based)	\$717,211.52	\$516,918.61	\$443,932.37	\$1,678,062.50
Emergency Medical Services (Non fire-based)	\$754,174.94	\$631,767.78	\$470,340.78	\$1,856,283.50
Fire Service	\$1,887,399.83	\$1,357,745.18	\$1,971,274.95	\$5,216,419.96
Governmental/Administrative	\$8,501,223.48	\$4,736,064.95	\$6,152,999.04	\$19,390,287.47
Hazmat	\$1,549,942.70	\$1,053,287.45	\$1,085,499.69	\$3,688,729.84
Health Care	\$920,157.54	\$813,323.00	\$646,032.00	\$2,379,512.54
Law Enforcement	\$10,347,936.87	\$7,205,790.19	\$8,070,775.06	\$25,624,502.12
Not for Profit/Non-Profit	\$100,000.00	\$646,485.72	\$455,310.05	\$1,201,795.77
Public Health	\$2,069,068.60	\$1,135,642.26	\$914,163.86	\$4,118,874.72
Public Safety Communications	\$17,527,273.60	\$6,252,960.37	\$4,273,049.07	\$28,053,283.04
Public Works	\$8,064.00	\$16,429.88	\$0.00	\$24,493.88
Transportation	\$0.00	\$185,431.02	\$0.00	\$185,431.02
TOTAL	\$54,409,304.49	\$32,865,312.47	\$29,429,052.33	\$116,703,669.29

Expended Amounts by Strategy Objective (screen capture).

Objectives		Implementation Steps
\$2,010,783.87	1.8 Ensure adequate interoperable equipment is available for responses involving CBRNE by October 2006.	1.8.a Refine and prioritize equipment needs based on disciplines. (SEMA) 1.8.b Establish a Geographic Information System-GIS/web database to quickly locate specialized equipment resources. (MONG, SEMA)
\$59,303.91	1.9 Provide guidance on operations (tactics, techniques and procedures) and standards for equipment for application to CBRNE incidents by October 2005.	1.9.a Develop a guidance manual to maintain readiness and availability of equipment. (SEMA)
\$1,714,982.87	1.10 Improve security at State of Missouri critical assets and enhance CBRNE detection and deterrence capabilities of state law enforcement agencies by October 2006.	1.10.a Establish a plan for enhancing security and CBRNE detection capabilities at State of Missouri critical assets. (SEMA, MONG) 1.10.b Establish a plan for improving CBRNE detection and/or deterrence equipment for use by Missouri law enforcement agencies. (MSHP, SEMA)
Training/Exercises		
Objectives		Implementation Steps
\$2,040.32	1.11 Provide Missouri comprehensive and adequate training opportunities for CBRNE incidents to emergency responders and support personnel in the State annually, beginning October 1, 2004.	1.11.a Define and prioritize training needs based on disciplines. (SEMA) 1.11.b Establish training programs for levels of response. (SEMA) 1.11.c Review and revise training courses to ensure known threats are considered. (SEMA, MONG)
\$0.00	1.12 Ensure qualified professionals conduct training annually, beginning October 1, 2004.	1.12.a Establish standards and requirements for training providers. (SEMA) 1.12.b Establish and/or update GIS/web database to quickly locate experts and/or personnel with special training. (SEMA) 1.12.c Establish standards and requirements for exercise providers. (SEMA)
\$397.00	1.13 Conduct annual exercises of operational capabilities to detect, deter, prevent and respond to CBRNE incidents among federal, state and local agencies, beginning October 1, 2004.	1.13.a Develop dynamic exercises/drills regarding Potential Threat Elements (PTE), to assure effective coordination among local jurisdictions and state and federal agencies. (SEMA) 1.13.b Establish an exercise program for levels of response. (MSC, SEMA,)
\$74,973.19	1.14 Enhance readiness of communities and families to speed recovery following a CBRNE incident by promoting their involvement in Citizen Corps programs, personal responsibility, training, and volunteer service annually beginning October 1, 2004.	1.14.a Support public education and outreach efforts encouraging families and individuals to implement disaster mitigation measures, prepare for disasters and participate in crime prevention and reporting. (MSC, Disaster Recovery Partnership, SEMA, Mental Health - DMH) 1.14.b Promote consideration for special needs populations in planning for disaster response and recovery, targeted

Grant Reimbursement Status by Grant Type (screen capture).

ELECTRONIC GRANTS MANAGEMENT SYSTEM

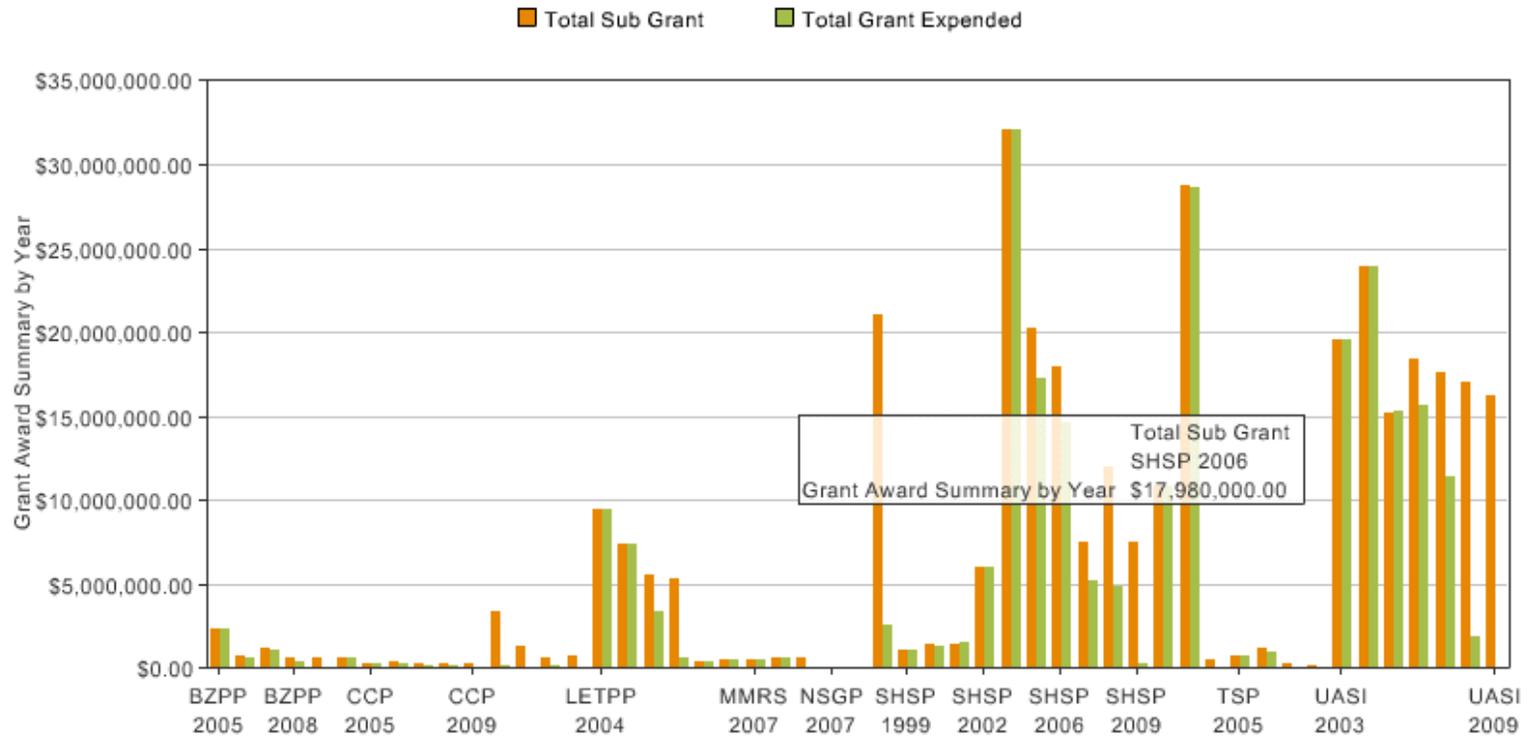
- Home
- Missouri Strategic Plan
- Filters
- Reports
- Administration
- Budget (Operations)
- BSIR
- ISIP
- Reimbursement (Operations)
- Budget Application
- Online Budget Modification Requests
- Online Reimbursement Requests
- Reimbursement (Financial)
- Feedback
- Documents
- Log Out

Grant totals up-to-date as of: **05-06-10**. Update Grant Totals (may take a few minutes)

Filter on year and/or part: 2007 -- Select Part -- Reset

Grant Type	Awarded	Reimbursed	Total Grants	Grants Completed	Grants Not Completed	% Completed
BZPP	\$1,155,000.00	\$1,002,154.76	9	6	3	67%
CCP	\$135,641.95	\$135,641.95	15	15	0	100%
E911	\$0.00	\$0.00	0	0	0	0%
EMS	\$0.00	\$0.00	0	0	0	0%
Fire	\$0.00	\$0.00	0	0	0	0%
Interoperable Communication	\$0.00	\$0.00	0	0	0	0%
Jurisdiction	\$0.00	\$0.00	0	0	0	0%
Law	\$0.00	\$0.00	1	1	0	100%
MMRS	\$516,290.00	\$488,025.90	3	0	3	0%
Non-SAA-LETPP	\$802,500.00	\$563,807.93	7	2	5	29%
Non-SAA-SHSP	\$513,500.00	\$5,177.43	3	0	3	0%
SAA - Critical Infrastructure - Local	\$0.00	\$0.00	0	0	0	0%
SAA - Critical Infrastructure - State	\$0.00	\$0.00	0	0	0	0%
SAA-CCP	\$141,872.05	\$0.00	1	0	1	0%
SAA-LETPP	\$4,547,500.00	\$0.00	2	0	2	0%
SAA-SHSP	\$424,500.00	\$365.20	2	0	2	0%

State Homeland Security Grant Program – Expended vs. Allocated (screen capture).



Year	Original Award	Reimbursed
BZPP 2005	\$2,337,773.14	\$2,337,773.14
BZPP 2006	\$756,000.00	\$686,430.70
BZPP 2007	\$1,155,000.00	\$1,096,922.15
BZPP 2008	\$597,000.00	\$355,731.27
BZPP 2009	\$600,000.00	\$0.00

OHS Subgrantee Progress Reports (screen capture).

- Home
- Missouri Strategic Plan
- Filters
- Reports
- Administration
- Budget (Operations)
- BSIR
- ISIP
- Reimbursement (Operations)
- Budget Application
- Online Budget Modification Requests
- Online Reimbursement Requests
- Reimbursement (Financial)
- Feedback
- Documents
- Log Out

Grantee Information

Grantee ID: 4683
Grant Name: [Greene County](#)
Grant year: 2008
Contact First Name: Ryan
Contact Last Name: Nicholls
Address: 833 Boonville
City: Springfield
County: Greene
Zip: 65802
Region: D
Phone: 417.869.6040
Email: nicholls@greencountymo.org
Match Type: Local

PROGRESS

Time (59% elapsed):  09/22/08 08/31/11
Reimbursement (4%): 
 Original: \$1,000,000.00
 Adjusted: \$1,000,000.00
 Reimbursed: \$41,413.86 4% 
 Pending: \$0.00 0% 
 Balance: \$958,586.14 96% 
Matching (4%): 
 Match Allocation: \$333,333.34
 Match Reimbursed: \$13,804.61 4% 
 Match Pending: \$0.00 0% 
 Match Balance: \$319,528.73 96% 

[\(click for definitions for the above\)](#)

 [Export To Excel](#)
 [Printer-friendly](#)

Values of fields shown in red have been changed through budget modifications.

Status	Function	Discipline	ID	Item	Unit Cost	Qty	Line Item Total			Reimbursements	
							Original	Adjustment	Current	Approved	Pending
REIMBURSEMENTS											
Complete											
Complete	Planning	Emergency Management	PL1	Architect/Engineer Fees	\$733,333.34	6	\$733,333.34	\$0.00	\$733,333.34	-\$55,218.47	
Total For Complete Reimbursements										-\$55,218.47	
Pending											
No line items with pending reimbursements found.											
Total For Pending Reimbursements										\$0.00	

Funding Allocation: By Grant (screen capture).

Export Data To Excel: GRANT STATUS REPORTS

SEARCH CRITERIA
Please specify at least one search term.

Region: -- All --

Fiscal Year: 2009

Part: -- All --

Jurisdiction Name (beginning with):

Agency Name (beginning with):

Agency Type: Local State

Grant Status: Closed, Approved, Draft
Hold **Ctrl** to select multiple status

Grant Program: CCP

Grant Type: -- All --

Function: -- All --

Category: -- All --

Discipline: -- All --

Your report has been exported. Press the *Download Report* button to open or save the report.

Preview Report Download Report

(Continued on next page)

tracks any external budget modifications where funds were deallocated back to the overall grant program award. The 'Original' column accounts for items created against the original allocation; this includes draft and completed applications. The 'Current' column accounts for both internal and external budget modifications.

R	Jurisdiction	Grant Name	FY	Status	Original	Adjustments	Current	Reimbursed	Pending	Balance
B	Adair County CCP	Adair County CCP	2009	Approved	\$14,333.34	\$0.00	\$14,333.34	\$0.00	\$0.00	\$14,333.34
E	Bollinger County CCP	Bollinger County CCP	2009	Approved	\$20,000.01	\$0.00	\$20,000.01	\$0.00	\$0.00	\$20,000.01
F	Callaway County CCP	Callaway County CCP	2009	Approved	\$14,444.46	\$0.00	\$14,444.46	\$0.00	\$0.00	\$14,444.46
F	Camden County CCP	Camden County CCP	2009	Approved	\$11,111.12	\$0.00	\$11,111.12	\$0.00	\$0.00	\$11,111.12
E	Cape Girardeau CCP	Cape Girardeau CCP	2009	Approved	\$25,000.01	\$0.00	\$25,000.01	\$0.00	\$0.00	\$25,000.01
D	Christian County CCP	Christian County CCP	2009	Approved	\$24,444.46	\$0.00	\$24,444.46	\$0.00	\$0.00	\$24,444.46
F	Cole County CCP	Cole County CCP	2009	Approved	\$10,000.01	\$0.00	\$10,000.01	\$0.00	\$0.00	\$10,000.01
G	Douglas County CCP	Douglas County CCP	2009	Approved	\$8,333.34	\$0.00	\$8,333.34	\$3,421.62	\$0.00	\$4,911.72
D	Greene County CCP	Greene County CCP	2009	Approved	\$43,333.34	\$0.00	\$43,333.34	\$0.00	\$0.00	\$43,333.34
C	Lincoln County Health Department	Lincoln County Health Department	2009	Approved	\$10,000.01	\$0.00	\$10,000.01	\$0.00	\$0.00	\$10,000.01
E	Stoddard County CCP	Stoddard County CCP	2009	Approved	\$6,333.35	\$0.00	\$6,333.35	\$0.00	\$0.00	\$6,333.35
G	Texas County CCP	Texas County CCP	2009	Draft	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D	Vernon County CCP	Vernon County CCP	2009	Approved	\$2,888.90	\$0.00	\$2,888.90	\$0.00	\$0.00	\$2,888.90
C	Warren County CCP	Warren County CCP	2009	Approved	\$11,666.67	\$0.00	\$11,666.67	\$0.00	\$0.00	\$11,666.67
TOTALS					\$289,926.83	\$0.00	\$289,926.83	\$3,421.62	\$0.00	\$286,505.21

Funding Allocation by OHS per Grant Program (screen capture).

This report is used frequently during federal audits to show that grant program funds have been allocated to Sub-Grantees, even in cases where Sub-Grantees may not have completed their budget applications yet.

The screenshot shows a web application interface. On the left is a vertical navigation menu with blue buttons for: Home, Missouri Strategic Plan, Filters, Reports (highlighted), Administration, Budget (Operations), BSIR, ISIP, Reimbursement (Operations), Budget Application, Online Budget Modification Requests, Online Reimbursement Requests, Reimbursement (Financial), Feedback, Documents, and Log Out. The main content area is titled "Export Data To Excel: STATUS REPORT". Below the title is a "SEARCH CRITERIA" section with the instruction "Please specify at least one search term." The search criteria include: Fiscal Year (dropdown menu set to 2009), Agency Name (beginning with) (text input field), Agency Type (radio buttons for Local and State), Grant Status (checkbox list with options: Approved, Closed, Draft, Not Started), Grant Program (dropdown menu set to CCP), and Grant Type (dropdown menu set to -- All --). Below the search criteria, a green message states: "Your report has been exported. Press the *Download Report* button to open or save the report." There are two buttons: "Preview Report" and "Download Report". Below these buttons is a printer icon and a link labeled "Printer-friendly". At the bottom of the search criteria section, the text "Search Results:" is visible.

(Continued on next page)

Grant status of 'Draft' are applications that have been started by a jurisdiction but not yet approved by the SAA or ISIPs that have been started and not approved. Applications with status of 'Not Started' are those that have been awarded to the jurisdiction and the jurisdiction has not begun building a budget. 'Approved' applications and ISIPs have been approved for spending by the SAA. 'Closed' applications have completed their grant cycle and spending is complete.

Grant ID	Application	Jurisdiction	FY	Grant Status	Allocated
4728	CCP 2009	Callaway County CCP	2009	Approved	\$13,000.00
4737	CCP 2009	Lincoln County Health Department CCP	2009	Approved	\$9,000.00
4729	CCP 2009	Cole County CCP	2009	Approved	\$9,000.00
4733	CCP 2009	Adair County CCP	2009	Approved	\$12,900.00
4724	CCP 2009	Cape Girardeau CCP	2009	Approved	\$22,500.00
4725	CCP 2009	McDonald County Citizen Corps Council	2009	Approved	\$1,700.00
4734	CCP 2009	Stoddard County CCP	2009	Approved	\$5,700.00
4741	CCP 2009	Camden County CCP	2009	Approved	\$10,000.00
4736	CCP 2009	Christian County CCP	2009	Approved	\$22,000.00
4722	CCP 2009	Warren County CCP	2009	Approved	\$10,500.00
4723	CCP 2009	Greene County CCP	2009	Approved	\$39,000.00
4731	CCP 2009	Douglas County CCP	2009	Approved	\$7,500.00
4742	CCP 2009	Texas County CCP	2009	Draft	\$8,600.00
4730	CCP 2009	Bollinger County CCP	2009	Approved	\$18,000.00
4732	CCP 2009	Scott County EMA CCP	2009	Approved	\$8,000.00
4726	CCP 2009	Vernon County CCP	2009	Approved	\$2,600.00
4721	ISIP Award	Office of Homeland Security	2009	Approved	\$77,260.00
				TOTALS	\$277,260.00

5.E. Content and Information Management - Screen Captures for Question 1.0.

Below is an example of a client's configuration of the Sub-Grantee welcome screen with SAA-configured messages and documents.

Welcome to Missouri's Electronic Grants Management System (EGMS) - a web-based system developed by the State of Missouri's Office of Homeland Security, Grants & Training Branch (OHS G&T) to administer the state's homeland security grants.

- [New EGMS User Manual](#)

New Contact Information for Office of Homeland Security Grants and Training.

Office of Homeland Security
Grants and Training, Local & State Assistance
P.O. Box 749
Jefferson City, MO 65102
573-526-9012 Fax

573-522-6125 Bruce Clemonds
573-522-6776 Debbie Cheshire
573-526-9016 Jack Raetz
573-522-2379 Debbie Rathert
573-751-0788 Jay Bosch
573-526-9018 Matt Nutt
573-526-9019 Brett Hendrix
573-526-9020 Becky Covington
573-526-9014 Dee Solindas
573-526-7324 Shelly Honse
573-526-9017 Ron Gerke
573-526-7311 John Hummel
573-526-9011 Dennise Schaben
573-526-9013 Theresa Stiles

As a result of the State of Missouri fiscal year end closing, the last day Office of Homeland Security, Grants and Training will process reimbursements and payments will be 6/21/2010. Payments will be processed as soon as the State Financial system is up.

Below shows how these messages are configured in the Admin module. Through user-access functionality, only certain people are allowed to access this section.

- Home
- Missouri Strategic Plan
- Filters
- Reports
- Administration
- Budget (Operations)
- BSIR
- ISIP
- Reimbursement (Operations)
- Budget Application
- Online Budget Modification Requests
- Online Reimbursement Requests
- Reimbursement (Financial)
- Feedback
- Documents
- Log Out

Configure messages that will be displayed on the Grantee Welcome screen.

✘ - delete message. **Note:** message cannot be deleted if it has previously been posted to the welcome screen.

Add New Message

Active Messages

	Message Text	Date Posted	Update	Deactivate
1.	Welcome to Missouri's Electronic Grants Management System (EGMS) - a web-based system developed by the State of Missouri's Office of Homeland Security, Grants & Training Branch (OHS G&T) to administer the state's homeland security grants. <ul style="list-style-type: none"> • New EGMS User Manual 	08/19/09		
2.	New Contact Information for Office of Homeland Security Grants and Training. Office of Homeland Security Grants and Training, Local & State Assistance P.O. Box 749 Jefferson City, MO 65102 573-526-9012 Fax 573-522-6125 Bruce Clemonds 573-522-6776 Debbie Cheshire 573-526-9016 Jack Raetz 573-522-2379 Debbie Rathert 573-751-0788 Jay Bosch 573-526-9018 Matt Nutt 573-526-9019 Brett Hendrix	04/07/10		

(Continued on next page)

	573-526-7324 Shelly Honse 573-526-9017 Ron Gerke 573-526-7311 John Hummel 573-526-9011 Dennise Schaben 573-526-9013 Theresa Stiles			
3.	As a result of the State of Missouri fiscal year end closing, the last day Office of Homeland Security, Grants and Training will process reimbursements and payments will be 6/21/2010. Payments will be processed as soon as the State Financial system is up.	06/11/10		
4.	For assistance, please contact Theresa Stiles at the SEMA Help Desk, 1-573-526-9013 or theresa.stiles@dps.mo.gov .	06/07/10		

Inactive Messages

	Message Text	Date Posted	Date Removed	Update	Activate
1.	*Homeland Security Grant Administration Branch fax number has changed to 573.526.9271 effective immediately.*	08/19/09	09/21/09		
2.	Theresa Stiles (EGMS Help Desk) will be out of the office starting May 5. If you need immediate assistance please contact Matt Nutt at 573.526.9018 or your Grant Specialist. Thank you!	05/04/10	06/07/10		
3.	<p><i>Recipients of federal preparedness funds and/or equipment are required to be NIMS Compliant. This includes Department of Homeland Security funds.</i></p> <p><i>The FY 09 Grant Guidance (p. 26) states this: "To be eligible to receive FY 2009 HSGP funding, applicants must meet NIMS compliance requirements. The NIMSCAST will be the required means to report FY 2008 NIMS compliance for FY 2009 preparedness award eligibility."</i></p> <p><i>Attached is the map that should guide your decisions for funding with FY 09 DHS dollars. Please note the jurisdictions currently which have not completed their reporting and are currently not eligible to receive FY 09 funds. As they become compliant, a new map will be uploaded into the Documents section of EGMS. Also</i></p>	11/17/09	01/28/10		

5.E. Content & Information Management - Screen Captures for Question 2.9.

Below are some screen shots of the calendar function available in EGMS.

◀ Y ◀ M **April 2010**

S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1

May 2010

Show events for: ▼

June 2010 M > Y ▶

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<p>25</p>	<p>26</p> <p>10:00 AM-11:30 AM: Survey Webinar</p> <p>11:00 AM-1:00 PM: Region H RHSOC Meeting</p>	<p>27</p>	<p>28</p> <p>9:00 AM-11:00 AM: Region D RHSOC Meeting</p> <p>2:00 PM-3:30 PM: Survey Webinar</p>	<p>29</p> <p>2:00 PM-4:00 PM: Region I RHSOC</p>	<p>30</p> <p>10:00 AM-11:30 AM: Survey Webinar</p>	<p>1</p>
<p>2</p>	<p>3</p> <p>10:00 AM-11:00 AM: Survey Webinar</p> <p>2:00 PM-10:00 PM: Region B RHSOC Meeting</p>	<p>4</p> <p>1:30 PM-3:30 PM: Region G RHSOC Meeting</p>	<p>5</p> <p>2:00 AM-3:30 AM: Survey Webinar</p>	<p>6</p>	<p>7</p> <p>10:00 PM-11:30 PM: Survey Webinar</p>	<p>8</p>
<p>9</p>	<p>10</p>	<p>11</p>	<p>12</p>	<p>13</p>	<p>14</p>	<p>15</p> <p>12:00 PM-12:00 PM: Survey Closed</p>
<p>16</p>	<p>17</p>	<p>18</p>	<p>19</p>	<p>20</p>	<p>21</p>	<p>22</p>
<p>23</p>	<p>24</p>	<p>25</p>	<p>26</p>	<p>27</p>	<p>28</p>	<p>29</p>
<p>30</p>	<p>31</p>	<p>1</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>

Updating individual calendar events.

Daily Calendar Edit

Complete the form below to post an event.

Start Date: 04/28/2010 9 00 a.m.

End Date: 04/28/2010 11 00 a.m.

Event Name:

Description:

Event type:

Select the Applicable Groups

- Kansas City
- Region A
- Region B
- Region C
- Region D
- Region E
- Region F

Tetra Tech IT Integration Guide

Enterprise IT Security

Tetra Tech uses a centrally managed, layered approach of overlapping protection mechanisms, controls, assessment, monitoring, and authentication to ensure the overall security of the company's data, network and IT related resources. Policy, procedure, change management, education, and internal auditing practices assist with governance and compliance.

Security at the network edge

Internet connectivity is provided to each enterprise data center and distributed to all sites through our MPLS and VPN WAN connections. A small number of local Internet connections exist to serve specific needs. All Tetra Tech Internet connections are protected by Cisco ASA firewalls incorporating Intrusion Detection and Prevention (IDS/IPS) managed by the Enterprise IT Security Team. All firewall and IDS/IPS activity is logged and sent to a Security Information Manager (SIM) for event correlation. Changes to firewall rules must follow our Firewall Change Request Policy, and Procedure.

Security on the Wide area Network (WAN) security

Connectivity between Tetra Tech offices is accomplished using a managed MPLS network utilizing Cisco ISR routers with an operating system incorporating firewalls, IDS/IPS and other security features. Smaller sites are connected using IPSEC VPN tunnels to a Tetra Tech enterprise datacenter. All network and security devices monitored for availability and performance. Traffic between routers can be examined and blocked if necessary.

Local Area Network (LAN) security

Tetra Tech uses Cisco switches to connect company computers to our network. If required, various security features can be enabled to isolate network segments, disable unused ports, only allow certain MAC addresses to connect, etc.

Cisco's Unified Wireless platform is used to provide wireless network access. Unified wireless uses a system of Cisco Wireless Access Points (WAP) controlled by Wireless LAN Controllers (WLC) located in our enterprise data centers. All WAPs and WLCs are monitored for availability, performance, and security using a Wireless Control Server (WCS). Floorplans for each office are stored in WCS providing wireless coverage modeling, centralized WAP configuration, and management. This system also provides IDS/IPS, and will not only detect rouge access points, but allows us to generate a counter signal rendering the targeted WAPs useless.

Server/desktop/laptop security

Windows Operating systems are standard for file and print servers, desktops, and laptops. Exceptions are the Oracle Linux servers hosting our ERP software in our enterprise data centers.

All computers must authenticate to the Tetra Tech's Active Directory (AD) domain, tt.local natively, or via an approved trust between Domains. Changes to, and Management of AD are accomplished by the AD management team who are members are part of the Security Team.

Symantec Endpoint Protection (SEP) is the security agent used on all servers, desktops, and laptops. SEP provides antivirus, antispymware, firewall, host based intrusion protection, application, and device control. Like other security platforms at Tetra Tech, SEP is centrally managed by redundant, geographically separate management servers. SEP receives policy and updates from our SEP management servers as well as directly from Symantec via any available Internet connection should our SEP management servers become unavailable or laptop users are not connected to Tetra Tech.

Additional security is afforded by following the practice of not providing local administrator privileges to users.

Mobile phone security

Tetra Tech has standardized on Windows Mobile and BlackBerry devices for smartphone and PDA phones. These devices must be acquired through the company's procurement procedure. All PDA and Smartphone's are managed through a combination of Exchange Server policy and BlackBerry Enterprise Server (BES) policy requiring a mandatory 4 digit PIN number to unlock the device after 15 minutes of inactivity. Incoming calls can be answered, and 911 calls placed without first unlocking the device. Additionally, these devices can be remotely wiped if lost or stolen.

Remote access

Remote access to Tetra Tech is currently only allowed for Tetra Tech computers. Connectivity is accomplished using a Cisco AnyConnect VPN client installed on the local computer. Using Cisco AnyConnect establishes an SSL VPN connection to one of 3 endpoints in North America. Connecting users are then authenticated to AD and dependant on the user's membership in an AD VPN Access Group. Cisco AnyConnect is configured to fail-over to any of the other endpoints should one become unavailable. Encrypted Terminal Server and Citrix server connections are used to support particular applications.

Datacenter security

Tetra Tech's enterprise data centers differ from regular Tetra Tech offices in that they house data, systems, and applications used by the entire company. Our enterprise data centers host our email, ERP, Intranet, Internet connectivity, VPN endpoints, wireless management, security platforms, externally facing hosted services for clients, and other services. With this elevated importance, our enterprise data centers use larger, more sophisticated switches, routers, and security measures. Physical and electronic access is strictly controlled. In addition to the security measures previously mentioned in this document, our enterprise data centers use switch based firewalls and IDS/IPS, secure VLAN's, network analysis modules (NAM), backup power, redundant circuits, load balancers, traffic shapers, and other systems. Additionally, the security team uses a dedicated vulnerability assessment (VA) system to evaluate and help remediate vulnerabilities in the operating systems, databases, applications, and hosting environments used in our data centers.

Identity management and authentication

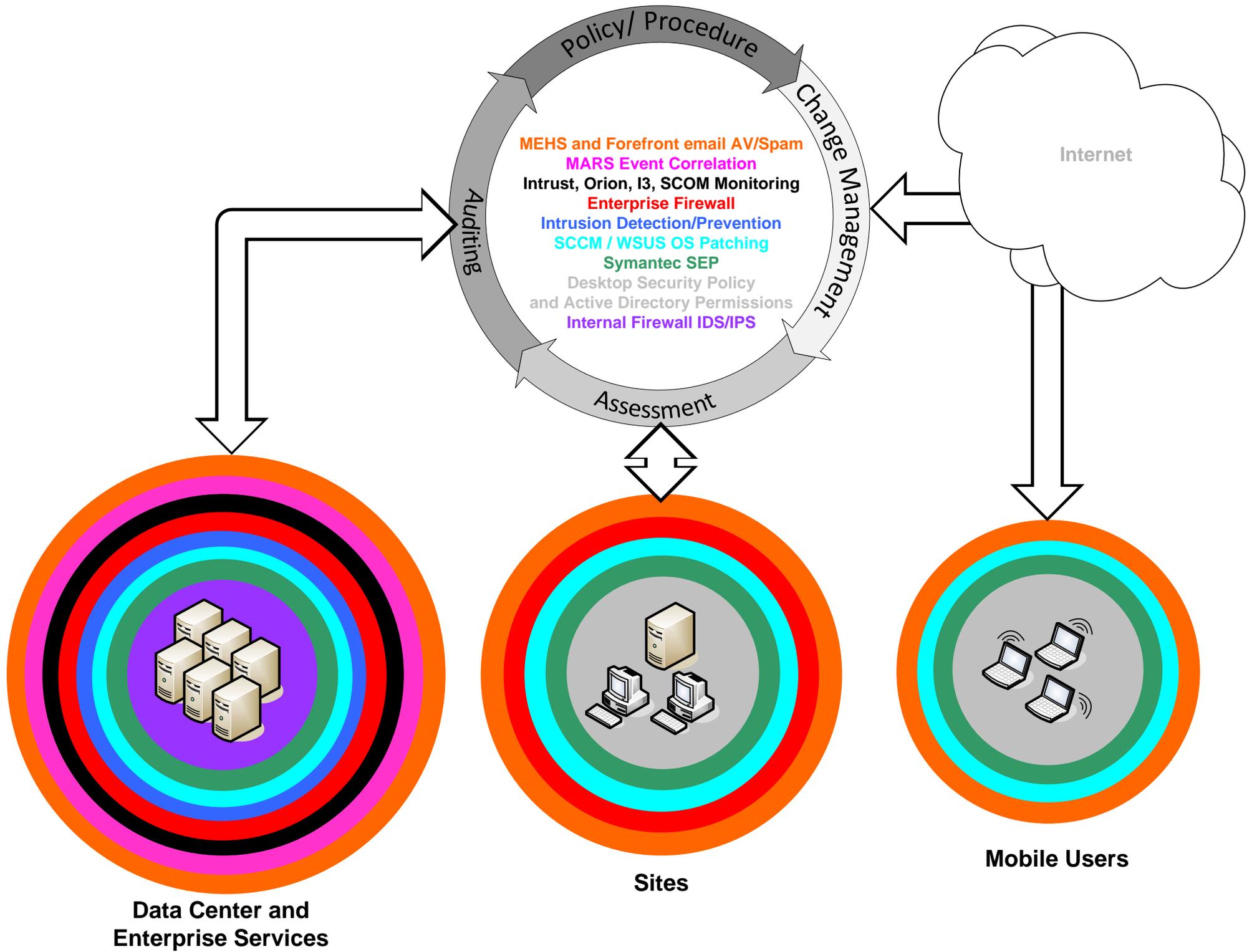
As mentioned elsewhere, Tetra Tech uses Active Directory to house, manage, and control permissions for servers, desktops, laptops, printers, plotters and similar resources. Objects in AD are governed by instructions provided in Tetra Tech's AD Handbook. All computers must authenticate to the Tetra Tech's Active Directory (AD) domain, tt.local natively, or via an approved trust between Domains. Access to IT resources that are not part of AD like routers, switches, firewalls and other devices is accomplished using Cisco Access Control Server (ACS) ACS policies are configured to authenticate to AD.

Patch management

Tetra Tech currently uses Microsoft WSUS as its standard patch management system for Windows operating systems. Companies not using their own WSUS server will be managed by Tetra Tech's WSUS server. Work is underway to use Microsoft System Center Configuration Manager (SCCM) as our standard patching system for the entire enterprise.

Asset management/operating system deployment/application deployment

Tetra Tech has deployed SCCM throughout the enterprise to provide a single platform for computer asset management, patch management, operating system deployment (OSD), and application deployment. SCCM is centrally managed, extremely scalable client management system configured in a hierarchical arrangement with the primary server in an enterprise data center communicating to a secondary server/management point/software distribution point present on each Domain Controller with an SCCM client on every Windows based computer. Asset information is available for each computer or collection of computers. Software packages can be deployed to individual or large collections of computers using elevated privileges. SCCM will also be utilized as our enterprise patching platform and operating system deployment mechanism.



MEHS and Forefront email AV/Spam

MARS Event Correlation

Intrust, Orion, I3, SCOM Monitoring

Enterprise Firewall

Intrusion Detection/Prevention

SCCM / WSUS OS Patching

Symantec SEP

Desktop Security Policy
and Active Directory Permissions

Internal Firewall IDS/IPS

1. Allen DR Plan Executive Summary

1.1. Scope

This document contains an Executive overview of Tetra Tech Disaster Recovery Site Plan for the production Data Center located in Allen, Texas in the event of a disaster which renders the Allen Site inoperable. It will cover management as well as technical recovery steps. It does NOT cover detailed procedures: it will indicate WHAT must be done, but the HOW will reside in separate procedures document.

1.2. Overview

The DR approach being used involves various OS and Application-dependent recovery techniques where the data from Tetra Tech Production Allen Data Center is replicated continuously to DR servers in the Morris Plains facility. Upon the occurrence of a major outage at the Allen facility the DR system will essentially switch over to point at the already synchronized recovery servers at Morris Plains, thus minimizing downtime and data loss. The DR servers will become the primary servers, and once internal and external DNS pointer are switched over to Morris Plains it will look like the pre-disaster systems to anyone accessing the applications and data.

1.3. Applications and Associated Backup Systems

Subsystem	Application	Backup System	Description
BD Portal		DPM	Client Relationship Tracking whereby all marketing and sales efforts are entered.
Exchange	tMail	Exchange Database Recovery	Tetra Tech's Messaging Aplication
Microsoft File and Application Servers		DPM	Various files/applications running on MS Server Operating Systems
PM Portal		Various	A series of applications providing tools enriching the project management experience and support of the business.
RMFT		DPM	Managed File Transfer where large files can be sent and received by our employees and clients.
Security	Active Directory	Redundant AD servers at all sites	Client Relationship Tracking whereby all marketing and sales efforts are entered.
Sharepoint		Various	Utilized for project collaboration where employees, vendors, clients and other interested parties can share documents, files, drawings, etc. Sharepoint can also be customized to meet particular needs of our clients.
Tetra Linx		Oracle Recovery Manager	Enterprise Resource Planning (ERP) system which supports accounting, time keeping and project management activities.
Tetra Linx	Accounts Payable	Oracle Recovery Manager	Handles all accounts payable from Tetra Tech

Subsystem	Application	Backup System	Description
Tetra Linx	Accounts Receivable	Oracle Recovery Manager	Handles all accounts receivable to Tetra Tech
Tetra Linx	Contracts	Oracle Recovery Manager	Oracle Project Contracts supports the contract management needs of project driven organizations, including commercial and government contractors, agencies, and subcontractors.
Tetra Linx	Dynamic Invoicing	Oracle Recovery Manager	Allows customized invoicing for each client and each project.
Tetra Linx	Financial/Accounting	Oracle Recovery Manager	Main financial information repository providing various levels of reporting
Tetra Linx	General Ledger	Oracle Recovery Manager	Core financial system. End point for all financial transactions
Tetra Linx	Procurement	Oracle Recovery Manager	Supports acquisition and payment for all resources, personnel and machinery required for projects at Tetra Tech.
Tetra Linx	Projects	Oracle Recovery Manager	Project related coordination and support for Tetra Linx

1.4. DR Plan

#	Task Name	Pre-Req	Responsibility	On Completion	References
1.0	INITIATION				
1.1	Notify Management of DR Plan Initiation		Crisis Management Team (CMT)	Notify CIO, Exec Mgmt Go to 2.1	
2.0	BUSINESS COMMUNICATION				
2.1	Establish communication protocols for required recovery personnel (cell phone, Non-TT email, home phone, etc)	1.1	CMT, Recovery Team Support Coordinators (RTSC)	Notify CIO, Exec Mgmt Go to 2.2	
2.2	Notify Affected Recovery Team (RT) Personnel	2.1	CMT, RTSC, Recovery Team(RT)	Go to 2.3	
2.3	Establish Recovery Team (RT) and their communications protocols	2.2	RTSC, RT	Go to 2.4	
2.4	Initiate recovery operations (Morris Plains)	2.3	RTSC, RT	Notify CMT Go to 3.1	
3.0	EXECUTION				
3.1	Perform Initial Recoveries	2.4	RT, RTSC	Notify CMT Go to 3.2	
3.2	Test Initial Recoveries	3.1	RT, RTSC	Notify CMT Go to 3.3	
3.3	Perform Secondary Recoveries	3.2	RT, RTSC	Notify CMT Go to 3.4	
3.4	Test Secondary Recoveries	3.3	RT, RTSC	Notify CMT	

#	Task Name	Pre-Req	Responsibility	On Completion	References
				Go to 4.1	
4.0	COMPLETION				
4.1	Perform DNS Switchover	3.4	WAN Director	Notify CMT Go to 4.2	Tetra Tech Disaster Recovery Network Procedures Allen-MP.doc
4.2	Send notifications to coordinators of system availability.	4.1	WAN Director	Notify CMT Go to 4.3	
4.3	Test access with CMT	4.2	CMT, Recovery Team	Notify CIO, Exec Mgmt Go to 4.4	
4.4	Notify all users	4.3	CMT	Notify CIO, Exec Mgmt Go to 5.0	
5.0	MONITORING				
5.1	Monitor Systems	4.4	Recovery Team		



IT System Security Policy

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AREA: PPS
OWNER: TI Director

DOC ID:
DATE:
REVISION: 12
DISTRIBUTION:

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9/30/2008
APPROVED BY: Craig Christensen
TI Internal

PURPOSE

The purpose of this policy is to:

- Establish an enterprise-wide approach to information security
- Prescribe a top level security policy and provide references to additional specific policies and operational procedures that help identify and prevent the compromise of information security and the misuse of company data, applications, networks and computer systems.
- Define mechanisms and practices that protect the reputation of Tetra Tech and allow Tetra Tech to satisfy the company's obligations to its employees and clients as well as regulatory compliance and governance organizations.

SCOPE

This Information Technology Security Policy and all polices referenced herein apply to all divisions and subsidiaries of Tetra Tech, including employees, contractors, and consultants.

MINIMUM REQUIREMENTS

General Policy

- Tetra Tech will use a layered approach of overlapping protection mechanisms, controls, monitoring, and authentication to ensure the overall security of the company's data, network and system resources.
- Change management practices will be used to approve and record changes to critical company systems.
- Security audits of servers, firewalls, routers, client security settings and monitoring platforms must be conducted on a regular basis. These reviews must include firewall and intrusion detection logs as well as ongoing assessment of security correlation systems logs and reports.
- Vulnerability and risk assessment testing should be conducted on a regular basis, at a minimum of once per year, perhaps more on systems containing sensitive data.
- Users should be educated on data sensitivity issues, levels of confidentiality and the mechanisms used to protect the data. Training should be tailored to fit the role of the individual, IT Manager, Network Administrator, Developer, Help Desk and User.
- Violation of the Information Security Policy may result in disciplinary action, including termination of employment and/or prosecution as outlined in the [Computer Use Policy](#)

Access Control

- Access to the network, servers, desktops, laptops and other networked systems and peripherals must be achieved by individual and unique logins, and must require authentication to a single set of credentials present in the internal tt.local Active Directory Domain. Authentication includes the use of passwords, smart cards, biometrics, or other recognized forms of authentication. Where possible, applications such as ERP software that may require their own unique permissions structure within the application should federate or synchronize with Active Directory accounts and permissions. See [User Permissions and Password Policy](#)
- Publicly accessible internal applications used by Tetra Tech must be secured by an enterprise firewall or security appliance. Those applications must prompt for network logon credentials and must use SSL encryption.
- Approval from the Director of Enterprise IT Security must be obtained before applications are made available via the Internet. Access to these applications is germane with the needs of the user community.
- Public Facing applications including FTP servers accessible to non Tetra Tech staff should reside on an enterprise firewalled DMZ and should either be stand alone or should reside in a single resource domain with a one way trust to the tt.local Active Directory Domain. Anonymous FTP is prohibited.
- Remote connectivity must be accomplished utilizing a company supplied VPN client or via SSL VPN controlled through Active Directory group membership. See [Computer Use Policy](#).
- Following the least privilege model, data classification must have sufficient granularity to allow appropriate authorized access but prevent access to everyone else. There is a delicate balance between protecting the data and permitting access to those who need to use the data for authorized purposes. This balance should be recognized.

- File level permissions must be controlled using security groups within the tt.local Active Directory domain. Granting privileges to individual accounts should be avoided.
- Terminated employees must have their accounts disabled in a timely manner after notification is received from human resources. The notification must be disseminated to appropriate support and management staff. Since there could be delays in reporting changes of employment status, periodic user access reviews should be conducted by entity IT administration as well as Enterprise IT Security department staff. See [Employee Termination Policy](#).
- Monitoring must be implemented on all authentication mechanisms, recording logon attempts and failures, successful logons with date and time of logon and logoff.
- Activities performed as domain admin must be logged where it is feasible to do so.
- Enterprise admin, domain admin and top level OU admin privileges are controlled by the Director of Enterprise IT Security. Entity level OU admin privileges are controlled by the business unit IT Directors. Local administrator access should only be granted to IT staff.
- Personnel who have enterprise admin, domain admin, OU admin or local administrator access should use other less privileged accounts for performing non-administrative tasks.
- Non-company owned computers such as those used by contractors, visitors or guests must use either the company provided Wi-Fi guest account or a segregated, wired network connection providing a firewalled, Internet-only connection.
- Access to Enterprise Network and Security devices must be strictly controlled by the Director of Enterprise IT Security or the Director of Enterprise WAN and Telecommunications.

Data Classification

It is essential that all company data be protected. There are however gradations that require different levels of security. All data should be reviewed on a periodic basis and classified according to its use, sensitivity, and importance. We have specified the classes below:

- **High Risk** - Information assets for which there are contractual or legal requirements for preventing disclosure, financial penalties or loss of reputation. Data covered by federal and state legislation, such as SOX, HIPAA or the Data Protection Act, are in this class. Payroll, personnel, and financial information are also in this class because of privacy requirements. This policy recognizes that other data may need to be treated as high risk because it would cause damage to Tetra Tech if disclosed or modified. Determination for this classification should be made by Executive Management or Project Management staff.
- **Confidential** – Data not meeting criteria for high risk classification but which may still cause financial loss to Tetra Tech, affect its operations, client relationships or contractual responsibilities. Company project information is in this class.
- **Public** - Information that may be freely disseminated.

All information resources should be categorized and protected according to the requirements set for each classification. The data classification and corresponding level of protection should be consistent throughout the company

Data Security

- All high risk company data must be stored on company servers or storage systems. No unique data should be stored on laptops, desktops, PDA's, Smartphone's (See [Wireless Telecom Policy](#)), removable storage or non-company owned equipment.
- Backups of high risk data must be encrypted. See [Server Backup Policy](#).
- No company-owned system or network subnet can have a connection to the Internet without the means to protect the information on those systems consistent with its risk classification. Protection methods must be approved by the Enterprise IT Security Director.
- High risk data must be encrypted during transmission.
- High risk data must reside in an enterprise data center or regional data center and must be segregated from other information.
- Systems housing high risk data should reside in a separate network subnet on enterprise class switches, protected by integrated firewalls, and intrusion detection / prevention systems.



IT System Security Policy

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- When systems are disposed-of, or repurposed, data must be wiped, certified deleted, or disks destroyed consistent with industry best practices for the risk classification of the data. See [Data Retention and Destruction Procedure](#)

System Security

- All company computers must have a company-owned, licensed, standard operating system installed. The operating system must be up-to-date with current security patches. See [Operating System Patching Procedure](#)
- Systems housing information categorized as high risk must be continually monitored for availability and integrity.
- The Director of Enterprise IT Security is responsible for the selection and implementation of enterprise security agents.

Malware Protection

- The willful introduction of computer viruses or disruptive/destructive programs into the company's is prohibited, and violators may be subject to disciplinary action and/or prosecution.
- All company owned computer systems and/or any computer system connecting to the company network or Internet must be protected from malware using an agent installed from the enterprise antivirus system.
- All incoming and outgoing email must be scanned for Malware.
- Computers infected with Malware that cannot be cleaned or quarantined will have the event logged in a service ticket assigned to the Helpdesk for immediate action. If the Helpdesk cannot remove the offending software then the incident will escalate to Enterprise IT Security department staff following the procedures outlined in the Computer Security Incident Response Plan. See [Computer Security Incident Response Plan](#)

Intrusion Detection and Prevention

- Intrusion detection must be implemented on all Internet connections serving any data center housing data classified as high risk.
- Intrusion detection must be implemented on all enterprise class switches in enterprise data centers. Servers housing data classified as high risk must be connected to these switches.
- Intrusion detection and prevention must be implemented on all servers housing data classified as high risk and possibly data classified as confidential if the business dictates

Internet

- Internet usage is provided for legitimate company purposes. Personal usage must be limited and must not interfere with or affect company Internet utilization. See [Computer Use Policy](#)
- All Internet connections must be protected by a firewall or security device approved by the Enterprise IT Security Director. Internet connections to sites housing data categorized as high risk must also employ intrusion detection.
- Firewall and intrusion detection logs should be directed to security event log servers to perform event correlation. Event log correlation servers must be configured to notify and alert Enterprise IT Security staff of potentially harmful activity or anomalous behavior.
- All systems connected to the Internet including those used by guests, visitors or contractors must be current with security patches.
- All company-owned computers connecting to the Internet must be protected from malware using an agent installed from the enterprise antivirus system.
- Non company-owned computers such as those used by contractors, visitors or guests connecting to the internet through Tetra Tech Internet connections must be using an antivirus agent recognized by Tetra Tech IT staff with up to date signatures and patches.
- Tetra Tech can and will block certain Internet activities that are deemed unsuitable and/or unacceptable.

Exceptions

In certain cases, compliance with specific policy requirements may not be immediately possible. Reasons include, but are not limited to, the following:



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- Newly acquired companies that have not started integration with Tetra Tech Information Technology systems, practices or policies.
- Legacy systems in use which do not comply with Tetra Tech Information Technology standards or policy, but replacement or alignment have been planned for.
- Costs for immediate compliance alignment are disproportionate to the potential damage and plans are in place for reconciliation in the next budget cycle.

In such cases, entities must develop a written explanation of the compliance issue, including a plan for complying with Tetra Tech's Information Security Policy in a reasonable amount of time. Explanations and plans must be submitted to the CIO, VP of Information Technology and / or the equivalent officer(s) for approval.

RESPONSIBILITIES

The IT Council and the Director of Enterprise IT Security are responsible for implementing this policy. The IT council is comprised of the Chief Information Officer (CIO), the Vice President of Information Technology, and the IT Director of each business unit within Tetra Tech.

- The Director of Enterprise IT Security must ensure that this policy and all related security policies are updated on a regular basis and published as appropriate.
- IT staff and the general user population should be educated on how this policy affects them.
- Business Group IT Directors and Unit IT Managers are responsible for ensuring the adoption and implementation of this policy and all referenced policies within their respective business units.
- Enterprise IT Security and Network staff are responsible for selecting, implementing, operating, maintaining and monitoring all enterprise security platforms and systems including, but not limited to anti-malware and operating systems.

REFERENCES



Information Technology Management System Overview

DEPT: Information Technology DOC ID: ITMS System Overview-08262008.doc
TYPE: Policy DATE: 8/29/2008
AREA: ITMS REVISION: 5 APPROVED BY: Craig Christensen
OWNER: TI Director DISTRIBUTION: TI Internal

PURPOSE

The purpose of the Information Technology Management System (ITMS) is to provide a platform and a process for publishing and approving Tetra Tech Information Technology (IT) policies, procedures and guidelines, including IT standards for hardware, software and related technology. The documents and information posted herein will establish minimum requirements and guidelines for Tetra Tech IT. The system will provide an area for Business Groups (BG) to publish policies, procedures and guidelines specific to each.

SCOPE

The ITMS covers all IT activities and services for Tetra Tech and associated entities.

MINIMUM REQUIREMENTS

Definitions and Abbreviations

Throughout this document the term *must* and *should* are used carefully:

- “Musts” are not negotiable
- “Shoulds” are goals for Tetra Tech and action should be taken to move these items into compliance.
- The terms “data” and “information” are used interchangeably.
- BG = Business Group

Control of ITMS Policies and Procedures

Each document will have an owner who is a senior member of the IT Organization. The owner is responsible for maintenance of the document and for establishing the necessary controls to assure compliance.

Enterprise policies, procedures, guidelines and standards will be approved in accordance with the IT governance structure. All Enterprise IT Policies will require the signature of the CIO and the functional VP or Director of the area to which the policy applies. The IT Business Group Directors are responsible for the implementation and adherence to the minimum requirements established by Tetra Tech.

BG's are authorized to provide additional minimum requirements. However, they shall neither modify nor conflict with minimum requirements established by Tetra Tech IT. Group Level IT Policy will require the approval of the appropriate Business Group IT Director, Business Group President and CIO or designee.

BG IT Management is responsible for the implementation and adherence within the Group. IT personnel should meet minimum requirements as outlined in the ITMS. IT Personnel must approach each situation leveraging ITMS but should use common sense to meet requirements. If deviations are required, they should be approved by the BG IT Director or the appropriate enterprise functional lead.

All final documents will be posted in ITMS as they are approved. Draft documents will be posted in a separate section of the ITMS for comment and review.

Conformance, Monitoring, and Audit

Tetra Tech IT will monitor, measure and audit key operations and activities within IT to ensure compliance with ITMS. Violation of policies, procedures, guidelines and standards within ITMS may result in disciplinary actions up to and including termination and/or legal action.

At a minimum, the CIO and the IT Council will review the policies annually to determine their continuing suitability, adequacy and effectiveness. In accordance with the IT Governance Structure, they will direct such changes as necessary to improve the overall effectiveness of the IT organization.



Information Technology Management System Overview

DEPT:	Information Technology	DOC ID:	ITMS System Overview-08262008.doc
TYPE:	Policy	DATE:	8/29/2008
AREA:	ITMS	REVISION:	5
OWNER:	TI Director	DISTRIBUTION:	APPROVED BY: Craig Christensen TI Internal

REFERENCES AND ATTACHMENTS

The policy documents within the ITMS system comprise, at a minimum, the following:

- IT Asset Life Cycle Policy
- IT Change Management Policy
- IT Projects & Project Management Policy
- IT Server Backup Policy
- IT System Security Policy

EXHIBIT B PRICING
CONTRACT NUMBER VA-110215-TTEM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TETRA TECH EM INC.

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit B and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

Item Description	Item Fees
EGMS Initial Software License Fee	\$ 45,000.00
Annual Maintenance	
Year 1	10% of the combined total of the initial software license fee and optional system customization costs
Year 2	7.5% of the combined total of the initial software license fee and optional system customization costs
Year 3	5% of the combined total of the initial software license fee and optional system customization costs
Supplier Hosting Fees:	\$500/month

<i>Optional or Additional Services</i>	<i>Fee (provide Unit of Measure for each, ie: Hourly; Per Class; Annual, etc)</i>
Additional Module(s)	Not applicable
Additional Hosting Fees	Not applicable
Remote Training (Live Training)	\$2,000/one day class
Online Webinar Training (canned-training)	Not applicable
Onsite Training	\$4,500/one day class
Vendor Site Training	\$4,500/one day class
Labor Rates for Project Resources for EGMS Customization: (detail all)	
Labor Rates for Account/Program Manager	\$190/hour
Labor Rates for Deputy Account/Program Manager	\$110/hour

<i>Labor Rates for Systems Engineer</i>	\$140/hour
<i>Labor Rates for Developer</i>	\$120/hour
<i>Labor Rates for Trainer</i>	\$95/hour
<i>Labor Rates for Administrative Assistant</i>	\$80/hour
<i>Labor Rates for Database Administrator</i>	\$90/hour
<i>Labor Rates for Business Analyst</i>	\$125/hour
<i>Labor Rates for Web Designer</i>	\$105/hour

**EXHIBIT C ESCROW AGREEMENT
CONTRACT NUMBER VA-110215-TTEM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TETRA TECH EM INC.**

Exhibit C is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit C and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

EXHIBIT D-X STATEMENT OF WORK (SOW) TEMPLATE
CONTRACT NUMBER VA-110215-TTEM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TETRA TECH EM INC.

Exhibit D-X is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit D-X and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

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

STATEMENT OF WORK

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

1. Project Scope and Understanding of the Requirements

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

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

2. Contract Products and Services to Support the Requirements

a. Solution Components

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

b. Services

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

c. Training and Knowledge Transfer

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

transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User.

d. Support

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

3. Project Events and Tasks

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

4. Period of Performance

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

5. Place of Performance

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

6. Milestones, Deliverables, Payment Schedule, and Holdbacks

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

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

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

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

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

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

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

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

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

7. Acceptance Criteria

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

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

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

8. Assumptions and Project Roles and Responsibilities

This section contains assumptions specific to this engagement.

State assumptions here.

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

(Sample Responsibility Matrix)

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

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

9. Security Requirements

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

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

10. Risk Management

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

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

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

Performance Bond.

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier’s obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form

customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

11. Reporting

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

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

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

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

12. Point of Contact

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

Authorized User: _____

Supplier: _____

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

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

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

EXHIBIT G: 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:

Chad Dobrei

Organization:

Tetra Tech EM Inc

Date:

2/8/11

EXHIBIT H SERVICE LEVEL AGREEMENT
CONTRACT NUMBER VA-110215-TTEM
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TETRA TECH EM INC.

Exhibit H is hereby incorporated into and made an integral part of Contract Number VA-110215-TTEM (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Tetra Tech EM Inc. (“Supplier”).

In the event of any discrepancy between this Exhibit H and Contract No. VA-110215-TTEM, the provisions of Contract No. VA-110215-TTEM shall control.

PURPOSE

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between the Supplier and the Authorized User to deliver specific support services, at specific levels of support, and at an agreed-upon cost and timeframe. This document is intended to provide details of the provision of Help Desk support, which includes levels 1, 2, and 3 application support services to Authorized User.

SCOPE OF AGREEMENT

The Supplier will provide the following support services.

Help Desk Support

Supplier has a Help Desk hotline and a Web-based trouble-ticketing system. EGMS users can call the hotline to receive assistance, report a program bug, or ask questions about the system. Supplier will maintain records of all hotline requests using the trouble ticketing system. Authorized User will also have direct access to the Web-based trouble-ticketing system for direct input and reporting.

Supplier will provide the following services in response to requests for help support.

- **Corrective maintenance**—Defined as activities associated with root-cause analysis and bug-fix isolation and resolution.
- **Root-cause analysis**—Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
- **Bug fixes**—The emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

Requests for Support Specifically Covered Under This Agreement

The following application-related services are provided under this agreement:

Levels 1, 2, and 3 Support— There are three levels of support that Supplier will provide under this agreement. Level 1 (help desk), level 2 (infrastructure support), and level 3 (bug fixes) shall be provided by Supplier for EGMS in production as described below and in Appendix A of this Exhibit. These levels are defined as follows:

- **Level 1**—This is support provided by the Supplier help desk when it receives the Support Request from users of EGMS. If this level of support cannot resolve the problem, the Support Request is passed to Supplier level 2 support, which is the infrastructure support specialist.
- **Level 2**—This is support provided by Supplier infrastructure support or subject matter specialist. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the Support Request is passed to Tetra Tech's level 3.
- **Level 3**—This is support provided by a Supplier application support specialist on an as-needed basis according to established rates. This level of support does perform code modifications, if required to resolve the problem.

Requests for Services Not Covered Under This Agreement

This agreement does not cover the following requests. However, Supplier would be pleased to provide a separate statement of work in proposing services to address any of the following:

1. **Federally mandated updates**—Supplier will not under this agreement perform necessary modifications to the Authorized User instance of EGMS to maintain compliance with new Department of Homeland Security (DHS) mandates, even if such mandates render an existing EGMS module or function to become obsolete. However, Supplier recognizes that such DHS mandates may impact the Authorized User instance of EGMS and will be available to the Authorized User under a separate statement of work should the Authorized User require such services from Tetra Tech. The separate statement of work would use the cost schedule presented in Exhibit B.
2. **New development or other enhancements**—Supplier will not under this agreement perform any new development for or any other enhancements to the Authorized User's instance of EGMS. However, Supplier understands that Authorized User business requirements will evolve over time and that the Authorized User might require modifications to EGMS functionality to conform to new requirements. Should new requirements be realized by the Authorized User, Supplier can provide support services to the Authorized User under a separate statement of work using the cost schedule presented in Exhibit B. Such new development or other enhancements would be specifically defined under a separate statement of work, but could include:
 - Documentation of new business requirements (business analysis).
 - New or added interfaces to EGMS or other systems.
 - Adding new screens or modifications to existing screens.
 - New report development.
 - Addition of data fields.
 - Business rules changes (such as pricing rules changes, distributor alignment, etc.).
 - Deployment of existing applications to new locations.
3. **On-call support management**—Tetra Tech's support managers are not required to be on-call beyond the timeframes and support levels as described in Appendix A of this Exhibit. If at a later date Authorized User requires the support manager to be on-call for a specific purpose, or on a longer-term basis, then the Supplier support managers will be compensated at the standard on-call rate for level 3 support staff, and Authorized User shall be charged for this service.
4. **Upgrades to ancillary application software and associated hardware**—Supplier is not required to support installation of upgrades to ancillary application software or hardware associated with EGMS, when an upgrade to an existing system is released. This includes upgrades to existing hardware and software that is ancillary to EGMS and other software that is not maintained or supported by Tetra Tech.

5. **Assistance with application usage**—Supplier will not provide under this agreement advice about or education on how to use applications other than EGMS, including completing transactions, creating users within or for an application, or on the purpose of an application other than EGMS.
6. **Assistance with application environment support**—Supplier will not provide under this agreement advice about how to use, maintain, and support application environments other than EGMS, including application development tools, application server software, and databases.
7. **Assistance with application usage when unsupported or nonstandard hardware or software is involved**—Supplier will not provide under this agreement assistance with application usage when unsupported or nonstandard hardware or software is involved. Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
8. **Adaptive maintenance**—Supplier will not provide under this agreement any adaptive maintenance. Adaptive maintenance is defined as activities relating to upgrades or conversions to an application other than EGMS due to new versions of operating environment, including operating system, application server, or database software.
9. **Perfective maintenance**—Supplier will not provide under this agreement any perfective maintenance. Perfective maintenance is defined as activities relating to enhancements to provide additional functionality to an application other than EGMS.
10. **Modifications to original application specification**—Supplier will not provide under this agreement any modifications to the original application specification or any functionality not specified in the agreed design specifications. Changes in Authorized User's organization or business needs (such as a reorganization or change in business practice) may make the current specification obsolete. When this occurs, Authorized User should initiate a request for enhancement to update the system.
11. **Evaluation of new software or hardware**—Supplier will not provide under this agreement any evaluation or approval of new software or hardware for use within Authorized User. This includes systems developed outside of Authorized User, such as third-party systems, or systems developed by Authorized User.

Applications Covered

This agreement is for services related to support requests concerning EGMS after transition to Authorized User's hosting platform. It does not cover ancillary software or hardware products that are maintained by Authorized User or a third party vendor.

PROCESSES AND PROCEDURES RELATED TO THIS AGREEMENT

CALL MANAGEMENT PROCESS

The Supplier problem-ticket system will be used by all support team levels (where approval and technical access has been granted) to record and track all problem reports, inquires, or other types of calls received by level 1 support. Authorized User will have direct access to the problem-ticket system for direct input and reporting. Supplier will use the problem-ticket system report response times and other metrics for reporting purposes under this SLA.

BUG FIX AND CHANGE REQUEST PROCESS

Figure 1 on the following page presents the change request process that will be implemented for all bugs or changes to the source code.

Supplier assumes that, during the period of the SLA agreement, Supplier will be the only entity responsible for making changes to the source code.

METRICS

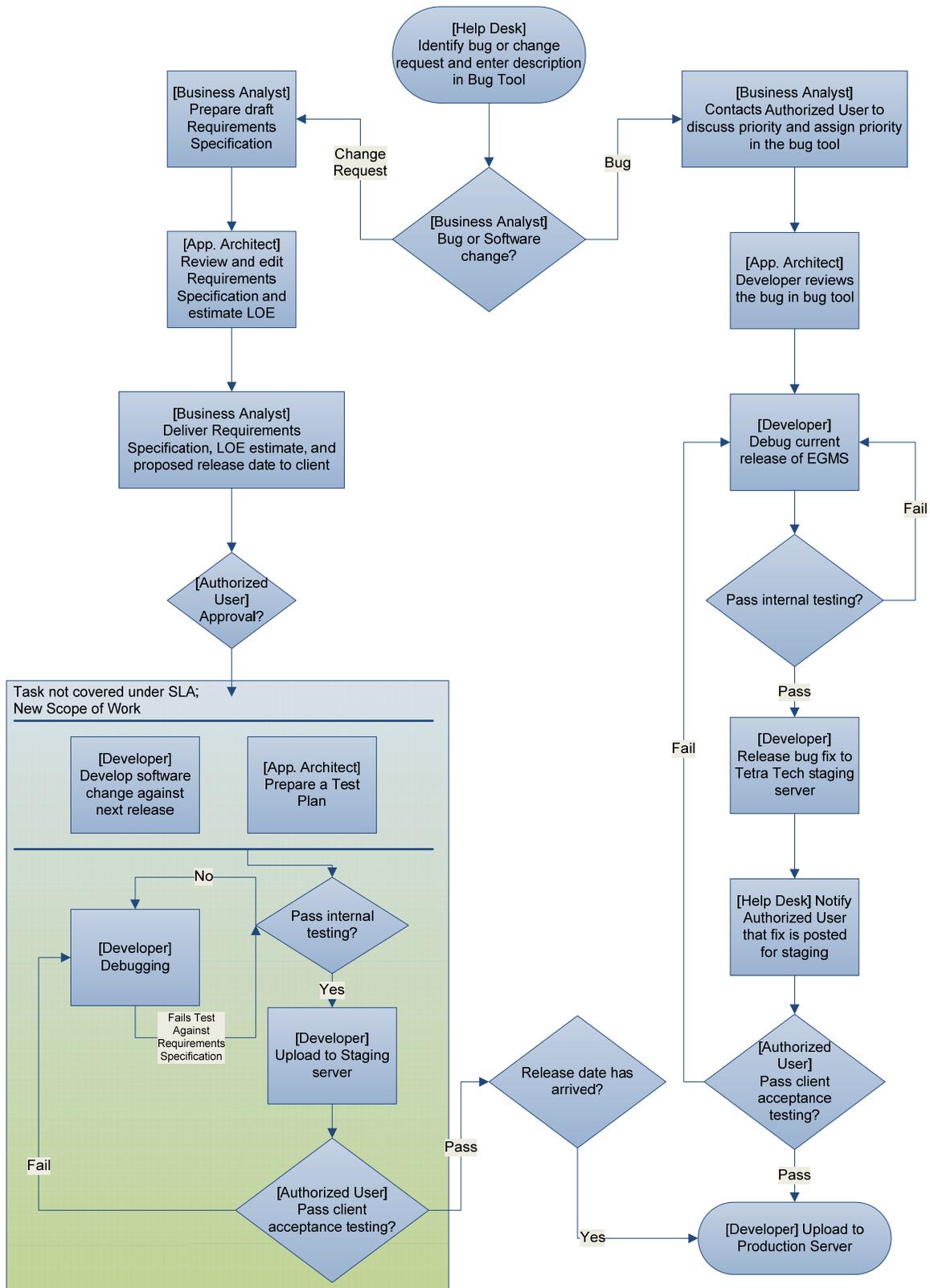
Metrics Reporting

Supplier will provide a monthly report showing each problem ticket, severity level, status, and time to resolve each problem ticket. These reports are expected to be produced by Tetra Tech's problem-ticket system, which will detail ticket management performance against SLA targets in Authorized User's case management process.

Support Metrics Package

Metrics reporting against the SLA resolution targets identified in Authorized User's case management guidelines will focus on the time to resolve tickets by application and severity. This metric will include the support requests that are transferred to Supplier for resolution. They will not include support requests that are resolved by other organizations. The metrics will be reported via existing standard problem-ticket system reports as available.

Figure 1: Change Request Process



APPENDIX A

Definitions

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code, such as a question.

Levels of Support

There are three levels of support that Supplier will provide under this agreement. These levels are defined as follows:

- **Level 1**—This is support provided by the Supplier help desk when it receives the Support Request from users of EGMS. If this level of support cannot resolve the problem, the Support Request is passed to Supplier level 2 support, which is the infrastructure support specialist.
- **Level 2**—This is support provided by Supplier infrastructure support or subject matter specialist. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the Support Request is passed to Tetra Tech's level 3.
- **Level 3**—This is support provided by a Supplier application support specialist on an as-needed basis according to established rates. This level of support does perform code modifications, if required to resolve the problem.

Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable resolution time

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The level 1 support agent will determine the initial severity rating for the report. Level 2 and level 3 support personnel may then negotiate with Authorized User to modify this severity after the report is elevated to them.

The characteristics below cover Help Desk inquiries only. The characteristics do not cover work requests for system enhancements such as updates in response to new federal mandates. Severity levels for those work requests may carry a different set of characteristics and weightings.

Help Desk Hours and Response Times

Support Requests are taken by the appropriate level 1 help desk between the hours of 8:00 AM and 5:00 PM Eastern Standard Time (EST), Monday through Friday. After hours, the help desk hotline will provide a pre-recorded message and will except voice-mail messages. The help desk staff will return all calls based upon the severity level of the trouble-ticket as shown in Table 1 below.

In the event of a severity level 1 trouble ticket, Supplier will make every effort to respond as quickly as possible even during non-help desk hours. Supplier will provide cell phone numbers for key support personnel, who Authorized User may contact during off-hours in the event of a severity level 1 incident. If the incident occurs off normal business hours, Supplier will respond by no later than 8:30 AM EST the following day.

Table 1: Severity Levels

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and Financial Exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform <i>some small</i> portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a <i>minor</i> portion of their job, but they are still able to complete most other tasks.
Number of Clients Affected			
The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>large</i> number of clients.	The application failure affects a <i>small</i> number of clients.	The application failure may only affect one or two clients.
Workaround [This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within one hour during normal business hours	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time			
The acceptable resolution time is 24 continuous hours, after initial response time.	The acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.

System Availability

If Authorized User is hosting EGMS, Supplier does not take responsibility for system availability or downtime that results from a hardware or network problem. However, if an application error or code problem results in downtime, Supplier will work with Authorized User support staff to resolve the problem as quickly as possible.

Redundancy

If Authorized User is hosting EGMS, Supplier will not maintain a mirror copy of EGMS and cannot guarantee or access to the system.



Performance

If Authorized User is hosting EGMS, Supplier has very limited control over application performance. If the Authorized User's hosting platform is configured according to Tetra Tech's specifications for hardware and software, EGMS will perform adequately under normal conditions. Other factors such as network bandwidth can impact performance. Authorized User is responsible for management and configuration of the entire hosting platform.

APPENDIX B

Roles and Responsibilities

Authorized User

Authorized User has the following general responsibilities under this agreement:

- Authorized User will conduct business in a courteous and professional manner with Supplier.
- Authorized User users using the applications stated in the Statement of Work will use the appropriate help desk to request support.
- Authorized User will provide all information required to open a level 1 support request.
- Once a level 1 support request has been submitted, Authorized User will make themselves available to work with the Supplier support resource assigned to the support request.

Supplier

Supplier has the following general responsibilities under this agreement:

- Supplier will conduct business in a courteous and professional manner with Authorized User.
- Supplier will log all information from Authorized User required to establish contact information, document the nature of the problem and Authorized User's hardware/network environment (as applicable).
- Supplier will attempt to resolve problems over the phone on first call.
- Supplier will escalate support request to next level of internal support within Supplier upon approach of established resolution targets.
- Supplier will obtain Authorized User's approval before ticket closure.
- Supplier will utilize Supplier problem-ticket system for updating, tracking, and closing trouble tickets as assigned.

There are several roles deployed within Supplier that are integral to the provision of support services to Authorized User. These roles include the following:

a) Support Manager

The Supplier support manager will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with Authorized User's support manager regarding the classification of enhancements and the scheduling of tasks. This individual will report to the Supplier practice manager. His or her duties will include:

- Billable services to the client:
 - Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
 - Ensuring all work is performed according to the agreed-upon work methods and standards that are in effect within Tetra Tech's and Authorized User's control.
 - Acting as point of escalation for issues beyond usual scope (e.g., attending SWAT meetings on application outages, coordination between groups for implementing cross-application solutions, etc.).
 - Participating directly in the production of the associated deliverables.
 - Liaising with client managers (negotiating with client's support managers regarding the classification of enhancements and the scheduling of tasks, and coordinating the presentation of deliverables to Authorized User's support manager).
 - Nonbillable services to the client:
 - Ensuring support specialists have all required tools to perform their function.
 - Performing resource management and scheduling, including provision of overall direction of the activities of the support specialists.
 - Creating and implementing standard training program for all support resources.
 - Conducting continuous process improvements.
 - Liaising with other Supplier groups.
 - Assessing the workload for each support request and assigning work to the team member having the appropriate technical knowledge.
-

b) Prime Support Specialist

The Supplier prime support specialist provides levels 1, 2, and 3 application support. Reporting to the Supplier practice manager, the prime support specialist is responsible for the timely submission of all deliverables. Duties include:

- Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the Supplier support manager.
- Acting as a point of contact for all application issues (bugs and enhancements).
- For enhancements, determining the potential high-level effort for all changes, and based on that, either passing it on to a developer or completing it themselves (if less than five days total), all bugs are addressed by level 3 support (which may at times consult with a developer).
- Identifying all tasks associated with each support request and deriving estimates for the completion of each task.
- Responsibility for responding to and updating tickets.
- Conducting testing (unit testing to be completed by Tetra Tech, system/integration/acceptance testing activities should be performed by the backup for all fixes/enhancements developed by the Tetra Tech).
- Conducting coding and testing to resolve application problems.
- Participating in the acceptance testing and implementation activities.
- Providing knowledge transfer to backup support specialist on regular basis.
- Preparing weekly and monthly status reports.

c) Backup Support Specialist

The Supplier backup support specialist provides levels 1 and 2 support in the event the prime support specialist is temporarily unavailable or out of the office. Reporting to the Supplier practice manager, the backup support specialist is responsible for the timely submission of all deliverables. Duties include:

- Responding to trouble tickets
- Resolving simple problems using front-end configuration tools
- Explaining normal system operation
- Preparing documentation and notes for referral to the prime support specialists.

d) Tech Lead

The Supplier tech lead works as a point of contact on all technical issues for support specialists, who provide levels 2 and 3 application support. Reporting to the Supplier practice manager, he or she is responsible for assisting, coaching, and mentoring support specialists in the timely submission of all deliverables. His or her duties include:

- Providing advice and assistance to prime support specialists on complicated fixes or unusual types of support requests (e.g., Web server configuration).
-