Commonwealth of Virginia
Virginia Information Technologies Agency

WEB APPLICATIONS OPERATIONS & MAINTENANCE

Date:	February 23, 2016
Contract #:	VA-120416-CAPT
Authorized User:	All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*
Contractor:	CapTech Ventures Inc. 7100 Forest Avenue, 2nd Floor Richmond, VA 23226 Phone: (804) 355-0511
FIN:	54-1843700
Contact Person:	Adam Hofheimer Voice: 804-545-3384 Email: afofheimer@captechconsulting.com
Term:	April 16, 2016 – April 15, 2017
Payment:	Net 30 days

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

Amy Holschuh
Phone: 804-416-6068
E-Mail: amy.holschuh@vita.virginia.gov
Fax: 804-416-6361

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

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

VA-120416-CAPT
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Updated the Supplier's address	06/10/14
2	Mod 1 adds clauses to clarify/define certain terminology used in the contract	07/24/14
3	Renewal letter extends contract term by a year	04/16/15
4	Extends contract term	04/16/16

COMMONWEALTH *of* VIRGINIA

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

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

TDD VOICE -TEL. NO.
711

February 22, 2016

Adam Hofheimer
Captech Ventures Inc
7100 Forest Avenue
2nd Floor
Richmond Virginia 23226

Mr. Hofheimer,

Per Section 3.A. ("Term and Termination") of contract VA-120416-CAPT, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from April 16, 2016 through April 15, 2017. Should you have any questions, please feel free to contact me.

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

COMMONWEALTH of VIRGINIA

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

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

TDD VOICE -TEL. NO.
711

March 13, 2015

Adam Hofheimer
Captech Ventures Inc
7100 Forest Avenue
2nd Floor
Richmond Virginia 23226

Mr. Hofheimer

Per Section 3.A. (“Term and Termination”) of contract VA-120416-CAPT, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from April 16, 2015 through Month April 15, 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-120416-CAPT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CAPTECH VENTURES, INC.

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-120416-CAPT

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

1. Add to the definition of "Authorized User" in Section 2 Subsection C on Contract Page 5.
   "Authorized Users also 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 state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution, the license shall be held by that private institution."

3. Add to the definition of "Rights to Work Product" in Section 5 on Contract Page 10.
   "If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that institution."

4. Add to the definition of "Statement of Work (SOW)" in Section 12 Subsection C on Contract Page 16.
   "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 20 Subsection A on Contract Pages 20-21.
   "In the event of settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."

6. Add to the definition of "Dispute Resolution" in Section 26 Subsection E on Contract Pages 23-24.
   "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-120416-CAPT by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

NAME OF SUPPLIER

BY: [signature]

NAME: G.S. Fitz-Hugh III

TITLE: President

DATE: 7/22/14

COMMONWEALTH OF VIRGINIA

BY: [signature]

NAME: Doug Crenshaw

TITLE: VITA Sourcing Manager

DATE: 7/24/14

VA-120416-CAPT

Virginia.gov Web Portal Information Technology Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

CapTech Ventures, Inc.

VIRGINIA.GOV WEB PORTAL INFORMATION TECHNOLOGY SOLUTION CONTRACT

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VIRGINIA.GOV WEB PORTAL INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS VIRGINIA.GOV WEB PORTAL 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 CapTech Ventures, Inc. (Supplier), a corporation headquartered at 1118 W. Main Street, Richmond, VA 23220, to be effective as of Monday April 16, 2012 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for VITA a web-based gateway to Virginia government for the Virginia.gov web portal ("Solution"), and to provide various related Services to VITA.

This contract also sets forth the terms and conditions under which Supplier agrees to provide and implement web portal and content management solutions to authorized users as required.

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 VITA in the applicable Statement of Work.

B. Agent

Any third party independent agent of VITA.

C. Authorized User

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; (iv) for Application and Licensed Services Supplier performance under this Contract, any information or Content provided by VITA or an Application User, which type of information is designated by VITA or the Application User as "Confidential" or "Proprietary" or which information is otherwise reasonably identifiable as the confidential or proprietary information of VITA or the Application User providing such information.

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 VITA 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 or service termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any order or SOW placed hereunder.

I. Party
Supplier, VITA, or any authorized user.

J. Receipt
VITA 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, and, if applicable under the Contract, of the Licensed Services and Application, 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 VITA of any Deliverable described in the applicable SOW, provided by Supplier under this Contract for VITA. 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 provided.

O. Statement of Work (SOW)
Any document in substantially the form of Exhibit J (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 VITA, or an authorized user, or providing Licensed Services, including access to the Application(s) to VITA, or an authorized user, and its designated Application Users 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 VITA 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 and, if applicable, Licensed Services, pursuant to such order or SOW have met the final Acceptance criteria of VITA.

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, 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 Non-procurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any 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 VITA or Services rendered by Supplier and accepted by VITA, or Licensed Services rendered or Application components delivered by Supplier 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 VITA, and Supplier shall refund any monies paid by

VITA for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

Further, In the event of a Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, shall be liable for any cost related to the terminated Licensed Services or Application components, or any such order, SOW, or portion thereof. Supplier shall accept return of any products or software provided to VITA, and Supplier shall refund any monies paid by VITA for Licensed Services or Application components not accepted by VITA pursuant to the Contract, or any applicable order, SOW, or portion thereof terminated for. All costs of de-installation and return of product or software shall be borne by Supplier. Termination by Supplier will not be considered.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, or an authorized user, Supplier shall provide all assistance as VITA may reasonably require to transition Solution-related Services to any other supplier with whom VITA contracts for provision of a Virginia.gov web portal solution. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed ten (10) 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; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVA Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

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

4. SOFTWARE LICENSE

VITA will consider Supplier-provided language ONLY when Supplier is a reseller of the Software and the software publisher requires an End User License Agreement (EULA). In such case, Supplier is advised that VITA will require an addendum to such EULA to address terms and conditions in such EULA with which VITA, as a government entity, by law or by policy, cannot agree.

VITA is a state agency 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.

A. License Grant

[Option 1—Software licensed by Supplier]

i). Supplier grants to the Commonwealth and VITA 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 VITA 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 VITA.

ii). The Commonwealth and VITA 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 its Agents, including internal and third-party information processing.

iii). The Commonwealth and VITA may allow access to the Software by third party vendors who are under contract with VITA to provide services to or on behalf of VITA or the Commonwealth of Virginia, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of VITA or its 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 VITA'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 VITA, 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). VITA 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. VITA 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. VITA 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 VITA has ownership rights pursuant to this Contract.

vii). Except as expressly authorized, VITA 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.

[end Option 1]

[Option 2—Software licensed by Software Publisher] Supplier shall provide Software as part of its Solution. Such Software is licensed directly from the Software Publisher through the end user licensing agreement (EULA) attached hereto as Exhibit E. [end Option 2]

Nothing contained herein shall be construed to restrict or limit the rights of the Commonwealth or VITA to use any technical data, which the Commonwealth or VITA 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 VITA.

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. [Note: The license types defined herein are examples and are not intended to limit the type of license offered by Supplier or requested by VITA.]

[option C1 - Designated CPU License]

The license(s) granted under this Section authorizes use of the Software only on the number of CPU(s) listed in the applicable SOW. VITA may transfer the Software to a different machine to the extent that the license price for such new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed CPU, or (iv) because the Software is being transferred to another CPU, VITA may use the Software on a replacement CPU as long as required by the mentioned conditions.

[option C2 - Concurrent Use License]

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

[option C3 – Site License]

The license(s) granted under this Section authorizes use of the Software on any system located at the “Site” as such term is defined in the applicable order or SOW.

[option C4 – Project Specific License]

The Project Specific License authorizes use of the Software on any CPU; system owned or opted by the Commonwealth or VITA, and by any user, without limitation as to quantity or location for the Virginia.gov Web Portal Project.

[option C5 – Enterprise Wide License]

The Enterprise Wide License authorizes use of the Software on any CPU, on any system, and by any user within the “Enterprise”, as such term is defined in the applicable order or SOW, without limitation as to the quantity or location or project.

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

VITA is a state agency of the Commonwealth of Virginia, and 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.

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 VITA 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 or VITA. 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 VITA.

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 VITA and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, Supplier agrees that the Commonwealth or VITA 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 VITA 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 VITA 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 VITA may reasonably request, together with any assignments thereof to the Commonwealth or VITA or entities designated by the Commonwealth or VITA.

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 VITA 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 all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA, 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 VITA 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 VITA's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. VITA reserves the right to require the immediate removal from VITA's premises of any employee, subcontractor or agent of Supplier whom VITA 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 under the Contract unless specifically authorized in writing to do so by VITA. 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 <u>Exhibit A</u> 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"), and therefore such Solution shall be fit for the particular purposes specified by VITA in the RFP and in this Contract, Further, Supplier is possessed of superior knowledge with respect to the Solution and is aware that VITA is relying on Supplier's skill and judgment in providing the Solution;

ii). If the RFP or RFQ specified or if <u>Exhibit A</u> or Supplier's quote specifies the hardware equipment that VITA 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 VITA 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 VITA 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 term of the contract, 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 VITA, 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 VITA. Supplier warrants that the Solution does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent VITA'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 VITA 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 VITA 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 SOW.

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 (Go-Live) of Solution

The Solution fee includes initial deployment of the complete Solution. Supplier is required to deploy the Virginia.gov Web Portal in accordance with the deployment schedule set forth in the SOW. Deployment shall include the installation of any Software component and, if agreed, any hardware component, of the Solution. Supplier shall conduct its standard appropriate user acceptable testing evaluation to determine that the website is properly deployed and fully functional for public use, and shall supply VITA with a copy of the results of the user acceptance testing after completion of deployment.

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the applicable SOW shall constitute a material breach of this Contract resulting in damages to VITA. As an estimate of the damages VITA shall suffer, Supplier agrees to credit VITA an amount equal to one percent 1 of the total Solution fee, for each day after the scheduled deployment date that the Solution has not been deployed for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, VITA may immediately cancel the order and collect damages for each day of that period of late delivery. VITA 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. VITA Installation of Software

If the Solution includes Software which may be installed by VITA and VITA 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 VITA invoke the primary function of each major component of the Software or when Acceptance criteria have been met. VITA 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 VITA's installation of the Software, as agreed between VITA and Supplier in the SOW.

C. Documentation of Software Configuration

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

9. ACCEPTANCE

D. Solution Acceptance Criteria

Solution shall be deemed accepted when VITA determines that the Virginia.gov Web Portal successfully operates in accordance with the Requirements.

E. 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 VITA and Supplier. Should Supplier fail to deliver a Solution which meets the Requirements, VITA 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, VITA 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 VITA. During the Maintenance Period, charges shall be in accordance with this Section and Exhibit B.

A. Known Defects

Promptly notify VITA in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source other than VITA, correct any such defects or malfunctions or provide a work around until corrected, within fifteen (15) days of Supplier's knowledge of such defect or malfunction and provide VITA with corrected copies of same.

B. Coverage

Twenty-four (24) hours per day, seven (7) days a week provide to VITA all reasonably necessary telephone or written consultation requested by VITA in connection with use, problems and operation of the Solution.

C. Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to VITA, such action on the part of Supplier or Software Publisher shall not in any way result in VITA 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 VITA 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 VITA the option to exchange licenses for such replacement Software product or function at no additional charge.

11. TRAINING AND DOCUMENTATION

The Solution fee includes all costs for any necessary training of Commonwealth personnel per order or SOW at VITA's designated location on the use and operation of the Solution. 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.

12. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

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

B. Supplier Demonstration

At VITA's request, Supplier shall perform a demonstration of its Solution, at VITA's location and at no charge.

C. Statement of Work (SOW)

An SOW shall be required for any Solution products and Services, ordered by VITA 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 VITA upon forty-eight (48) hours advance written notice.

Any change to an SOW must be described in a written change request (template provided as Exhibit K). 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.

D. Ordering

Notwithstanding VITA's rights to license or purchase Supplier's products or services under this Contract, VITA is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is non-exclusive, and VITA may, at its 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 VITA through the eVA electronic procurement website portal (http://www.eva.virginia.gov/). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA.

This ordering authority is limited to issuing orders for the Solution and products or Services related to the Solution and optional Licensed Services, as authorized and available under this Contract.

Notwithstanding the foregoing, Supplier shall not accept any order 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.

E. 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 Licensed Services shall be monthly in advance unless otherwise stated herein, or in any order issued pursuant to this Contract. Payment for Solution support Services shall be annually in arrears unless otherwise stated herein, or in any order issued pursuant to 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). For Solution, product/Solution component, or Service type, or project milestone, and description; for optional Licensed Services, dates during which Supplier provided the Licensed Services to VITA

ii). Quantity, charge and extended pricing for each Solution and/or Service item or milestone; and, if applicable, for each Licensed Service

iii). Applicable order date

iv). This Contract number and the applicable order number

v). Supplier's Federal Employer Identification Number (FEIN).

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

F. 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, Services or for optional Licensed Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill, VITA 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, as defined in the Definitions section of the Contract, payment shall not be due until the required Documentation is provided.

If there are any disputed items, VITA 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 VITA, provide VITA 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, VITA 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 AND IFA/REBATE

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales, which shall include the 2% Industrial Funding Adjustment (IFA) and a 3% Rebate for a total of 5% of the total monthly sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL: http://www.vita.virginia.gov/scm/default.aspx?id=97

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

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 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 and the Supplier may be required prior to or during performance on any specific SOW issued pursuant to this Contract.

15. VITA 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, VITA may require that Supplier provide to VITA a detailed plan to develop VITA's self-sufficiency and to transition operation and management of a Solution to VITA or its Agent, which Agent may be r an agent of VITA or a third party provider under contract with VITA. At VITA's request, Supplier shall provide all assistance reasonably required by VITA to develop self-sufficiency in operating and managing the Solution. During and/or after the transition period, VITA 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

When required in a resulting Statement of Work to this contract, 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. VITA, or the authorized user, should acknowledges that, prior to the Effective Date of the SOW, Supplier delivered to VITA, or authorized user, and VITA, or authorized user, received a copy of the executed Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. 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, or authorized user, in writing not less than thirty (30) calendar days prior to termination or any modification of Escrow Agreement. Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth are specifically identified and listed in Attachment A to the Escrow Agreement and include the most current version used by VITA, or authorized user, 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, the authorized user, or an Agent of VITA or the 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, or authorized user, 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.

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 to provide software or Services, or Licensed 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. NO BENEFIT TO SUPPLIER

In performance of this Contract, Supplier, its employees, agents, partners and subcontractors are restricted from including any web content, including advertisements, logos, endorsements or statements, on web pages or portals paid for by public funds that would promote any financial or other benefit or preference to Supplier, its employees, agents, partners and subcontractors. Written request to and approval from VITA must be obtained for any deviation from this restriction.

19. 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, VITA may disclose the Confidential Information as delivered by Supplier to VITA's subcontractors, contractors or Agents that are bound by non-disclosure contracts with VITA. 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 VITA, Supplier shall (i) at its own expense, (a) promptly return to the VITA all tangible Confidential Information (and all copies thereof except the record required by law) of VITA or the Commonwealth, or (b) upon written request from VITA, destroy such Confidential Information and provide VITA with written certification of such destruction, and (ii) cease all further use of VITA's or the Commonwealth's Confidential Information, whether in tangible or intangible form.

VITA shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services any work 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 shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

20. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, 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, including Software, 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, including Software, 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 the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Solution, including Software, 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 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 to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA 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, including Software, or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for VITA the right to continue use of such infringing Solution, including

Software, or Services, or any component thereof; or (b) replace or modify such infringing Solution, including Software, or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide VITA with a comparable temporary replacement Solution, including Software, or reimburse VITA for the reasonable costs incurred by VITA in obtaining an alternative product in the event VITA cannot use the affected Solution, including Software. 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, including Software, or Services, along with any other components of any products rendered unusable by VITA 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, including Software, 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.

21. INTERACTION WITH COMMONWEALTH WEB PAGES

Neither VITA or the Commonwealth of Virginia shall assume any responsibility or liability for any complications, disruptions, system failures, corruptions, malicious code or software or data compromise in connection with or due to the transmission of information that may be contained on any Commonwealth of Virginia's web pages, or the third-party software, services or licensed services and/or applications that compose their operation, nor for any information accessed, downloaded, transferred, used, or otherwise taken from them, individually or in total.

Further, VITA and the Commonwealth of Virginia shall not be held responsible or liable for any infringements, negligence or other direct or indirect actions of third parties whose software, services or licensed services and applications may directly or indirectly integrate into the Solution being procured from Supplier under this Contract.

22. 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 $5,000,000 per occurrence.

23. 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 shall also comply with all applicable federal, state and local laws and regulations. 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 Commonwealth and VITA information with which such employees and agents come into contact during performance of this Contract 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 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 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, 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, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

If, Supplier is authorized to provide Supplier's Application and Licensed Services in performance of this Contract, VITA shall have the right to review Supplier's information security program prior to the commencement of Licensed Services and from time to time during the term of the Contract. During the performance of the Licensed Services, on an ongoing basis from time to time, VITA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by VITA, Supplier agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by VITA regarding Supplier's information security program. Supplier shall implement any reasonably required safeguards as identified by any program audit.

24. 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.

25. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, or any order, on notice to Supplier unless Supplier immediately gives VITA 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 pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA to pursue or enforce any of its rights under this Contract or otherwise.

26. 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

User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

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

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

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to this Contract and that may be 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_Cs_Rev3.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 L 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 the Commonwealth or refer to VITA or the Commonwealth, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or the Commonwealth. In no event may Supplier use a proprietary mark of VITA or seal or proprietary mark of the Commonwealth without receiving the prior written consent of VITA or the Commonwealth.

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:

i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

H. No Waiver

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

I. Assignment

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

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

J. Captions

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

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

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

M. Force Majeure
No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier’s right to render further performance after the effective date of termination without liability for that termination, and in addition VITA 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 reserves 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 to Licensed Services, including any Application, or components thereof, or the amounts due Supplier for such performance under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Software delivery or Services performance date;

ii). Five (5) years after termination/completion of any Licensed Services provided under the Contract;

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

iv). Excludes access to Supplier cost information.

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

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

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

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

i). Exhibit A Virginia.gov Web Portal Requirements ii). Exhibit B Virginia.gov Web Portal Price List and Authorized User Price List

iii). Exhibit E End User Licensing Agreement (for reference only)

iv). Exhibit J Statement of Work (SOW) Template

v). Exhibit K Change Order Template

vi). Exhibit L Certification Regarding Lobbying

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

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.

Name of Supplier	VITA
By: [signature]	By: [signature]
(Signature)	(Signature)
Name: G.S. Fitz-Hugh III	Name: Sam Nixon
(Print)	(Print)
Title: President	Title: CIO
Date: 4/18/2012	Date: 4/18/2012

Address for Notice:	Address for Notice:
1118 W. Main St.	
Richmond VA 23220	
Attention: Slaughter Fitz-Hugh	Attention: Contract Administrator

EXHIBIT A: VIRGINIA.GOV WEB PORTAL REQUIREMENTS

Detailed Description of Proposed Solution(s)

RFP Requirement 5: Functional and Technical Requirements

Suppliers are to indicate their capability of fulfilling each specific requirement below. Each Supplier's responses will be reviewed and compared across Suppliers in order to determine the best solution for the Commonwealth.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of the Solution by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed.

The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

VITA has posed some open-ended questions. In those instances, Supplier is to provide adequate information to allow VITA to properly evaluate its proposal.

Technology

	Requirements	A	B
1	Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537. If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.	Yes	See RFP Section A – Technology – Requirement 1
2	Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344 If not, please explain.	Yes	See RFP Section A – Technology – Requirement 2
3	Will you allow Commonwealth Security to scan the portal for vulnerabilities, at will?	Yes	See RFP Section A – Technology – Requirement 3
4	Will you agree to report any suspected incidents to Commonwealth Security?	Yes	See RFP Section A – Technology – Requirement 4
5	Does your solution use a Content Management System (CMS) to update and maintain portal content? If yes, Describe the CMS being offered with your solution, including the vendor and software and programming language. If no, explain how portal content will be updated and maintained.	Yes	Our solution leverages Sitecore as the CMS. Sitecore has recently been recognized as a leader in the Gartner Magic Quadrant for Web Content Management. See RFP Section A - Technology - Requirement 5

6	If using a CMS, will the CMS have development and test environment? Describe each environment and who will have access.	*Yes*	Sitecore best practices document and describe a standard deployment architecture that includes development, test and staging and production environments. See RFP Section A - Technology - Requirement 6
7	If using a CMS, does your CMS provide the ability to report analytics? Describe the analytics tool to be used and the types of reports available.	*Yes*	The Sitecore product includes a set of out of the box reporting capabilities as well as the ability to create custom reports. See RFP Section A - Technology - Requirement 7
8	If using a CMS, does your CMS solution provide audit trail and history reporting?	*Yes*	Sitecore provides robust audit logging of content through all phases of the content lifecycle. Content history is facilitated through the versioning capabilities built into the Sitecore product. See RFP Section A - Technology - Requirement 8
9	If using a CMS, will the CMS maintenance windows interfere with site access?	*No*	In accordance with the deployment recommendations in Requirement 8, maintenance associated with the content authoring environment will not affect site access. See RFP Section A - Technology - Requirement 9
10	Will you be implementing a search solution on the portal for Virginia government content? If yes, please describe. If no, explain why not.	*Yes*	Sitecore contains a built-in search product addressing both internal and external indexing and search. See RFP Section A - Technology - Requirement 10
11	If implementing a search solution, will the search engine search multiple areas within the portal and external to the portal? Describe a site specific search and a Commonwealth search (to search all state agency sites). This is described in detail in the Web Site Topic Report: http://www.vita.virginia.gov/uploadedFiles/Oversight/EA/Web_Site_Topic_Rpt_04_01_2009.pdf on page 24.	*Yes*	Similar to current features on Virginia.gov, Sitecore's out of the box search capabilities allow for crawling and indexing of sites outside of the core site. See RFP Section A - Technology - Requirement 11
12	If implementing a search solution, does your proposed solution follow search engine best practices? Describe how your techniques qualify as "white hat", or follow the industry standard and best practices preferred by the major search engines. Be sure to outline both immediate and ongoing efforts.	*Yes*	Sitecore's implementation meets industry standards for search engine optimization (SEO). See RFP Section A - Technology - Requirement 12

13	If implementing a search solution, does the search engine gather analytical data? Describe the ability to gather analytics.	*Yes*	See RFP Section A - Technology - Requirement 13
14	If implementing a search solution, does the solution provide for search optimization of the portal? Describe the philosophy for optimization and give a generic outline of your typical approach to improving a site's traffic and rankings.	*Yes*	Sitecore Provides a SEO Toolkit for optimizing page ranking on external search engines. See RFP Section A – Technology – Requirement 14
15	If implementing a search solution, does the search engine provide functionality that is listed below? Describe the ability to perform each of the following: • Integrated search • Pluggable search • Wild cards • Phonetic search • Spelling correction • Boolean search	*Yes*	Sitecore provides Lucene as the embedded search solution. See RFP Section A – Technology – Requirement 15
16	Will your solution be cross browser compatible? Please list all supported browsers and versions, and the level of support for each.	*Yes*	Sitecore supports the latest release from all major browser vendors. See RFP Section A – Technology – Requirement 16
17	Will you modify your browser compatibility to accommodate future releases? Please provide an estimate of time necessary to implement these changes?	*Yes*	See RFP Section A – Technology – Requirement 17

User Experience

	Requirements	A	B
1	Does your solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf (Refer to www.section508.gov and www.access-board.gov for further information) If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: ***(The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)).*** If no, does your solution provide alternate accessibility functionality? Please describe.	Yes	See RFP Section B – User Experience – Requirement 1
2	Will you conduct user interviews? If yes, how and when will you conduct them?	Yes	See RFP Section B - User Experience - Requirement 2
3	Will you identify and create user personas? If yes, please explain how you will utilize them.	Yes	See RFP Section B - User Experience - Requirement 3
4	Will you author user stories? If yes, please explain how you will utilize them.	Yes	See RFP Section B - User Experience - Requirement 4
5	Will you develop documentation that describes the organization of the content and structure of the website (information architecture documentation)? If yes, please describe the types of documentation to be provided.	Yes	See RFP Section B - User Experience - Requirement 5

6	Will you develop documentation that describes how a user interacts with the proposed solution both at the individual page and website levels (interaction design documentation)? If yes, please describe the types of documentation to be provided.	*Yes*	See RFP Section B - User Experience - Requirement 6
7	Do you have prior visual design experience with portal websites? If yes, please provide examples.	*Yes*	See RFP Section B - User Experience - Requirement 7
8	Will you create and present any prototypes? If yes, please describe what will be created and presented.	*Yes*	See RFP Section B - User Experience - Requirement 8
9	Will you create a style guide? If yes, briefly describe the content it would contain.	*Yes*	See RFP Section B - User Experience - Requirement 9
10	Will you conduct usability testing? If yes, please describe in detail your methodology, including, but not limited to, when during the creation of the solution you will engage in testing, what type or types of tests will be conducted, and what data will be collected.	*Yes*	See RFP Section B - User Experience - Requirement 10
11	After the solution is implemented, will you conduct usability testing on subsequent changes or updates?	*Yes*	See RFP Section B - User Experience - Requirement 11
12	Will your solution provide for graceful degradation? If yes, please give details on how you will provide this.	*Yes*	See RFP Section B - User Experience - Requirement 12
13	Will your solution include progressive enhancements? If yes, please give details on how you will include this.	*Yes*	See RFP Section B - User Experience - Requirement 13
14	Will automated accessibility testing be performed on your solution? If yes, what software will be utilized?	*Yes*	See RFP Section B - User Experience - Requirement 14
15	Will manual accessibility testing be performed on your solution? If yes, please describe your methodology including descriptions of the testers' qualifications.	*Yes*	See RFP Section B - User Experience - Requirement 15

16	Are the tools you plan to use to develop your solution compliant with the VITA Accessibility Standards?	*Yes*	See RFP Section B - User Experience - Requirement 16
17	Will you utilize current website metrics as available to influence the initial solution? If yes, please provide examples of how you will do so.	*Yes*	See RFP Section B - User Experience - Requirement 17
18	After the solution is implemented, will you utilize website metrics to optimize the solution? If yes, please provide examples of how you will do so.	*Yes*	Sitecore measures not only traffic but goal achievement and conversions. We provide a means for marketing to apply quantitative value to the qualitative process of tasks such as completing a form or proving an email address and weighting those actions in light of the session traffic and other data collected See RFP Section B - User Experience - Requirement 18
19	Will your solution be optimized for users of mobile and tablet devices? If yes, please explain.	*Yes*	See RFP Section B - User Experience - Requirement 19
20	Does your solution provide a text-only version?	*Yes*	See RFP Section B - User Experience - Requirement 20
21	Will you optimize your page load times for users with a variety of access speeds (<56kbps to >100mbps)? If yes, please explain how this is accomplished.	*Yes*	See RFP Section B - User Experience - Requirement 21
22	Does the solution provide customized error handling? Describe what action is taken from a 404 Error Message.	*Yes*	See RFP Section B - User Experience - Requirement 22

Governance

	Requirements	A	B
1	Have you created disaster recovery plans in the past? If yes, please provide examples.	Yes	CapTech has led and supported the analysis, planning, and development of disaster recovery and business continuity plans for multiple clients. See RFP Section C – Governance - Requirement 1
2	Are you willing to work with appropriate state agencies to create, maintain and follow (if needed) a disaster recovery plan as part of its site implementation?	Yes	CapTech brings a true partnering approach to all of our client work. We understand the need to work with multiple agencies to develop, maintain, and follow a disaster recovery pan as part of the new Virginia.gov site implementation. See RFP Section C – Governance - Requirement 2
3	Do you provide user acceptance testing (UAT) as part of its site implementation? If yes, please provide a detailed explanation of the process and components of the UAT and include an example or a template.	Yes	CapTech recommends a comprehensive test strategy which includes User Acceptance Testing (UAT) as the final testing phase. CapTech believes that planning for and executing UAT is a valuable exercise that aids in the quality of the final product as well as communications with stakeholders/users throughout the project. See RFP Section C – Governance - Requirement 3

4	Will you make changes based on UAT? Please describe past experience and results, including any changes made prior to go-live as a result of the UAT.	Yes	Within each test phase, a certain amount of time is planned to allow for changes from development and retesting perspective. With UAT, it is important to establish acceptance criteria up front that can be used to guide decision on whether changes will be made prior to go-live or after go-live. See RFP Section C – Governance -Requirement 4
5	Will you provide a communication, governance, and project plan, including milestones? Please describe and provide examples.	Yes	CapTech regularly support clients through the establishment and/or execution of a full Program/ Project Management structure as part of our delivery engagements. Communications, Governance, and Project Plans are all integral parts of program delivery. See RFP Section C – Governance -Requirement 5
6	Does your solution include phased implementation? Please describe in detail.	*Yes*	See RFP Section C – Governance – Requirement 6
7	Will you provide a detailed implementation plan for the Virginia.gov web portal solution? If yes, please attach the full plan as an appendix to your proposal.	*Yes*	CapTech will provide and manage a detailed implementation plan for the Virginia.gov web portal solution. See RFP Section C – Governance – Requirement 7
8	Will you provide a plan to the VITA business owner of content changes to the portal? Please explain how approval will be obtained prior to production.	*Yes*	See RFP Section C – Governance – Requirement 8
9	Will you involve the VITA business owner in changes to the architecture? Please explain how approval will be obtained prior to production.	*Yes*	See RFP Section C – Governance – Requirement 9

10	Will you provide monthly detailed reports of the work done on and changes to the portal? If yes, please describe and provide a sample of a monthly report.	*Yes*	CapTech will provide detailed reports on a monthly basis as part of the overall program plan. See RFP Section C – Governance -Requirement 10
11	Will you provide an approval workflow to VITA for changes to the portal? Please describe.	*Yes*	As part of the requirements gathering phase of the project, CapTech will work with VITA to develop workflow requirements that will drive and govern content updates to the portal after implementation. See RFP Section C – Governance - Requirement 11
12	Will you utilize project management tools in your solution? If yes, explain what tools you will use.	*Yes*	CapTech will utilize Microsoft Project and other Microsoft tools to manage the delivery of the solution. See RFP Section C – Governance -Requirement 12
13	Will you define criteria for successful completion of planned deliverables?	*Yes*	CapTech will define the criteria by which deliverables will be measured for completeness. These criteria, along with entrance and exit criteria for each phase will be important guidelines for project success. See RFP Section C – Governance -Requirement 13
14	Will you utilize a standard process for change management? If yes, please explain the process.	*Yes*	CapTech will develop a Change Control Plan that will be tightly integrated with the Scope and Project Management processes. See RFP Section C – Governance -Requirement 14
15	Does your solution provide the ability to create customizable reports from current and historical statistics?	*Yes*	See RFP Section C – Governance – Requirement 15

16	Does your solution provide the ability to create and monitor individual page conversion goals?	*Yes*	See RFP – Section C – Requirement 16
17	Does supplier include back-up and failover capability as part of its project plan?	*Yes*	See RFP Section C – Governance – Requirement 17

Content and Functionality

	Requirements	A	B
1	Does your solution provide the ability to utilize community engagement features such as polls, ratings, surveys, blogs, user-submitted content (photos, reviews etc) and/or wikis on the portal? If yes, please describe in detail and include information on how citizens participate, the process by which submitted content is reviewed/published, and how government entities can provide authoritative, assistive content through this solution.	Yes	See RFP Section D – Content and Functionality – Requirement 1
2	Does your solution display news feeds? If yes, how can they be displayed, and how are they obtained?	Yes	See RFP Section D – Content and Functionality - Requirement 2
3	Does your solution provide the ability to prominently display alerts from government entities? If yes, please describe and provide examples, including how content is contributed and displayed.	Yes	See RFP Section D – Content and Functionality - Requirement 3
4	Does your solution provide the ability to display general helpful information to the public? If yes, please describe and provide examples, including how content is contributed and displayed.	Yes	See RFP Section D – Content and Functionality - Requirement 4
5	Does your solution offer any type of free subscription and/or notification opportunities for users (i.e. RSS feeds, calendar events, content updates)? If yes, please describe in detail and provide examples where possible.	Yes	See RFP Section D – Content and Functionality - Requirement 5
6	Does your solution include a prominent display of online services provided by Virginia government? If yes, please provide ideas of how the content could be displayed. Detail the selection and display process and user experience using the solution.	*Yes*	See RFP Section D – Content and Functionality - Requirement 6

7	Does your solution provide citizens with a vehicle to report government problems to government? If yes, please describe in detail, including resources needed from government to implement and notification process for government business owners impacted by citizen reporting.	*Yes*	See RFP Section D – Content and Functionality - Requirement 7
8	Does your solution provide a dynamic home page presence? If yes, what content is dynamic and how often/by what process is it refreshed?	*Yes*	See RFP Section D – Content and Functionality - Requirement 8
9	Does your solution employ standard graphic, non-verbal icons to assist users in finding and accessing government services? If yes, please describe and provide examples where possible.	*Yes*	See RFP Section D – Content and Functionality - Requirement 9
10	Does your solution have the ability to utilize agency-branded and provided icons/images to identify content origin?	*Yes*	See RFP Section D – Content and Functionality - Requirement 10
11	Does your solution have the ability to aggregate social media content onto the portal from multiple agencies without losing site performance? If yes, please describe and provide examples.	*Yes*	See RFP Section D – Content and Functionality - Requirement 11
12	Does the portal solution provide a calendar of government-sponsored events and programs and capability to view previous calendar entries? If yes, describe the calendaring applications proposed within your solution including method by which government entities and/or citizens can contribute content, and provide examples of similar applications deployed.	*Yes*	See RFP Section D – Content and Functionality - Requirement 12
13	Does your solution protect citizen/user-provided information? If yes, please explain how your solution will protect the information. Describe your approach and tools used, including details by category.	*Yes*	See RFP Section D – Content and Functionality - Requirement 13
14	Do you propose freshening content at seasonal, timely and/or business driven intervals? If yes, please describe the solution's approach.	*Yes*	See RFP Section D – Content and Functionality - Requirement 14
15	Do you propose complete redesigns within your solution? If yes, at what time intervals?	*Yes*	See RFP Section D – Content and Functionality - Requirement 15

16	Does your solution provide language translations? If yes, please describe, including how and which languages are included.	*Yes*	*Through integrated 3rd party services such as Lionbridge and ClayTablet* See RFP Section D – Content and Functionality - Requirement 16

Customer Service

	Requirements	A	B
1	Will your solution provide customer service and support for portal visitors? If yes, please describe all proposed customer service tools within your solution.	Yes	See RFP Section E – Customer Service – Requirement 1
2	Does the portal solution provide support for users encountering problems with the portal site? If yes, please describe how users will report such problems and the types of support they would receive.	Yes	See RFP Section E – Customer Service – Requirement 2
3	Will your solution provide customer service and support for portal visitors unfamiliar with the structure of VA government? If yes, please describe how users will report such problems and the types of support they would receive.	Yes	See RFP Section E – Customer Service – Requirement 3
4	Does your customer service solution accommodate different types of support requests in addition to those described in the questions above? If yes, please describe.	No	See RFP Section E – Customer Service – Requirement 4
5	Does your search solution support customer service? If yes, please describe.	Yes	See RFP Section E – Customer Service – Requirement 5
6	Will you provide different types of services at different time intervals? Please explain.	*Yes*	See RFP Section E – Customer Service – Requirement 6
7	Will you provide a customer survey following a service request?	*Yes*	See RFP Section E – Customer Service – Requirement 7
8	Will you establish standards for and reporting of quality and successful completion of support requests? If yes, please describe those standards.	*Yes*	See RFP Section E – Customer Service – Requirement 8

Mapping

	Requirements	A	B
1	Are you offering a mapping solution? If yes, please describe your mapping solution and provide relevant examples.	Yes	Solution will leverage Google Maps for displaying state service locations. See RFP Section F – Mapping – Requirement 1
2	Does your solution support standards-based XML web mapping services?	Yes	See RFP Section F – Mapping – Requirement 2
3	Does your solution display content from platforms such as Google Maps, Bing Maps, MapQuest, Yahoo, or ESRI maps?	Yes	See RFP Section F – Mapping – Requirement 3
4	Can local and state government contribute mapping content to the portal? Describe how your solution will integrate the mapping content.	Yes	See RFP Section F – Mapping – Requirement 4
5	Portal user location information will be identified to streamline search and query content relative to their general location. Can your solution access user locations? If yes, please describe how you will achieve this.	Yes	See RFP Section F – Mapping – Requirement 5
6	Does your solution support mobile mapping environments, such as iOS, Android and Windows? Describe all mobile mapping environments that you support.	*Yes*	See RFP Section F – Mapping – Requirement 6

Hosting

CapTech believes that other suppliers are more qualified and therefore is not bidding on hosting.

	Requirements	A	B
1	How is the hosting environment data center rated using the Tier Level (Tier 1, Tier II, Tier III or Tier 4), based on the Uptime Institute's Site Infrastructure Tier Standards? A copy of the Data Center Site Infrastructure Tier Standard Topology document can be found at: http://uptimeinstitute.com/component/docman/doc_download/5-tiers-standard-topology	No	
2	Is your data center located in the Commonwealth of Virginia? If not, where?	No	
3	Does your Solution's data center include physical access controls? If yes, please describe.	No	
4	Does your Solution's data center have access management procedures? If so, please explain how access is managed and who has access to the data center.	No	
5	Does your Solution include security background checks on its employees? If yes, please describe what types of checks are completed.	No	
6	Does your Solution include a records retention policy? If yes, please explain.	*No*	
7	Does your Solution include SLA metrics for hosting? If yes, please describe what they are and what they are measured against.	*No*	
8	Does your Solution have remedies when SLAs are not met? If so, please explain.	*No*	
9	Does your Solution include backup and restore standards? If so, please explain.	*No*	
10	Does your Solution include restoration services? If so, please describe.	*No*	
11	Does your Solution allow for data to leave a controlled data infrastructure? If yes, please explain.	*No*	
12	Does your Solution include bandwidth utilization? If yes, please explain.	*No*	
13	Does your Solution have any network volume limitations? If yes, please explain.	*No*	
14	Does your Solution include alternate routing capabilities? If yes, please explain.	*No*	

15	Does your Solution have an operating system life cycle? If so, please describe.	*No*	
16	Does your Solution allow for the introduction of new technologies? If yes, please describe how they are introduced.	*No*	
17	Does your Solution have a standard time frame for the "stand up" of an operating environment? If yes, please explain.	*No*	
18	Does your Solution include a standard hardware lifecycle? If so, please describe lifecycle?	*No*	
19	Does your solution provide tools to migrate to another provider?	*No*	
20	Does your solution provide for additional data storage to be addressed for a given application?	*No*	
21	Does your Solution provide operational services? If yes, please explain.	*No*	
22	Does your Solution provide reporting such as problem, incident and capacity reporting? If yes, please describe types of reporting provided.	*No*	
23	Does your Solution follow Operational Best practices? If yes, please explain.	*No*	
24	Does your Solution include security procedures when a breach occurs? If so, please describe.	*No*	
25	Does your Solution include portal owner access to all security breach reports? If yes, please explain.	*No*	
26	Does your Solution allow portal owner access to your security and audit reports?	*No*	
27	If supplier is contracting for hosting services, will supplier require a key performance indicator for website up time as part of its agreement?	*No*	
28	If supplier is contracting for hosting services will supplier regularly monitor performance and report results to customer? Will the supplier take the lead in resolving any hosting issues?	*No*	
29	If supplier is contracting for hosting services will supplier take the lead in resolving any hosting issues?	*No*	
30	Does your solution offer load balancing? If yes, please explain.	*No*	

Section A – Technology – Requirement 1

Technology – Requirement 1

Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at:
http://www.vita.virginia.gov/library/default.aspx?id=537.

If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.

The designed and developed solution will adhere to all currently documented COV ITRM policies and standards. The proposed architecture and design will be reviewed with appropriate VITA personnel to ensure that the detailed design will meet all ITRM requirements.

Section A – Technology – Requirement 2

Technology – Requirement 2

Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344

If not, please explain.

The proposed solution will leverage existing service interfaces to back-end systems. It is not anticipated at this time that additional service integration would be necessary given the requirements in the RFP. Should any new service interfaces be required, VITA personnel will review the design to ensure adherence to the standards.

Section A – Technology – Requirement 3

Technology – Requirement 3

Will you allow Commonwealth Security to scan the portal for vulnerabilities, at will?

Commonwealth Security may scan the portal for security vulnerabilities and other issues, provided that they coordinate this testing with CapTech for the duration of this project, providing at least 3 business days advance notice. Only non-destructive testing may be performed, and

Commonwealth Security agrees to be held responsible for any system downtime incurred as a result of their testing.

Section A – Technology – Requirement 4

Technology – Requirement 4
Will you agree to report any suspected incidents to Commonwealth Security?

The proposed Sitecore solution provides extensive logging and audit capabilities that can be customized to meet the needs of the Commonwealth. During the project implementation, CapTech will regularly review the available logs for any suspicious activity and will report them to Commonwealth Security upon discovery.

Section A – Technology – Requirement 5

Technology – Requirement 5
Does your solution use a Content Management System (CMS) to update and maintain portal content? If yes, Describe the CMS being offered with your solution, including the vendor and software and programming language. If no, explain how portal content will be updated and maintained.

Sitecore is a privately held, multi-national company. The foundation of Sitecore's success is its strong technical feature set coupled with the sophisticated but flexible architecture of the product (patent pending). Sitecore's deployment success can be attributed to the strong portfolio of worldwide certified partners which range from smaller energetic and flexible web development companies to some of the largest international IT consulting firms.

Sitecore's Global headquarters is in Copenhagen, Denmark with North American Headquarters in California. Sitecore also has other sales, marketing, engineering, and support offices in the United States, United Kingdom, Sweden, Netherlands and Germany.

Our North American address is:
591 Redwood Highway

Bldg 4000
Mill Valley, CA 94941

The Sitecore product is built in-house and has not been the result of acquisitions. Major releases include:

1999: v1.0 – initially developed Sitecore product within a services company

2001: v3.0. – Sitecore was founded in 2001

2002: v4.0 – .NET

2005: v5.0 – XAML

2006: v5.2 – .NET 2.0

2007: v5.3 – Office 2007 look and feel

2008: v6.0 – .NET 3.5

2009: v6.2 – Online Marketing Suite (DMS)

2010 v6.4 – .NET 4.0 and Microsoft's ASP.NET MVC 2 Framework

2010: Azure – Sitecore Azure support launched

2011: v6.5 – Sitecore DMS capability extended and the suite rebranded as Sitecore Customer Engagement Platform and Digital Marketing System.

Sitecore key technology alliances

Microsoft

Sitecore is a Gold Certified Microsoft ISV Managed Partner and an awarded Microsoft ISV Partner of the Year with a direct Microsoft assigned representative – a managed Microsoft Partner.

In addition to the standard Gold partnership, Sitecore's partnership with Microsoft has some strong and unique elements. Sitecore's Vice President Global Strategic Alliances, Jean-Paul Gomes (an 11-year Microsoft veteran), works on campus in Redmond coordinating activity around our strategic investment in the Microsoft Partner Solution Center. Jean-Paul is also part of Microsoft's Windows Azure Platform Customer Advisory Board (CAB) as well as both the Windows Azure and SQL Azure Technology Adoption Programs (TAP).

Other Technology Partners

Sitecore also maintains partnerships with such as:

- Hosting Providers like Rackspace and Microsoft Azure
- Social Media Technologies including Telligent and Jungle Torch
- Search Providers including Coveo, dtSearch
- eCommerce Providers including Insite Software and Envision
- Translation Services and Technology including Lionbridge Technologies and Clay Tablet Technologies

Background

Sitecore was founded in 2001 by five technical colleagues and has grown organically ever since, although at a very rapid pace. Sitecore is self-funded, profitable and plow most of their earnings right back into better product development and service.

Sitecore has grown to nearly 2,500 clients, and continues to provide value to our customers as evidenced by over 98% electing to continue with maintenance year over year.

Even more exciting, in the most recent fiscal year ending June 2010, Sitecore grew revenues by more than 50%. In spite of the current economic challenges, Sitecore continues to grow topline revenue with strong profitability. While not yet officially announced, the fiscal year ending June 2011 achieved similarly spectacular results.

Research Analysts Opinion

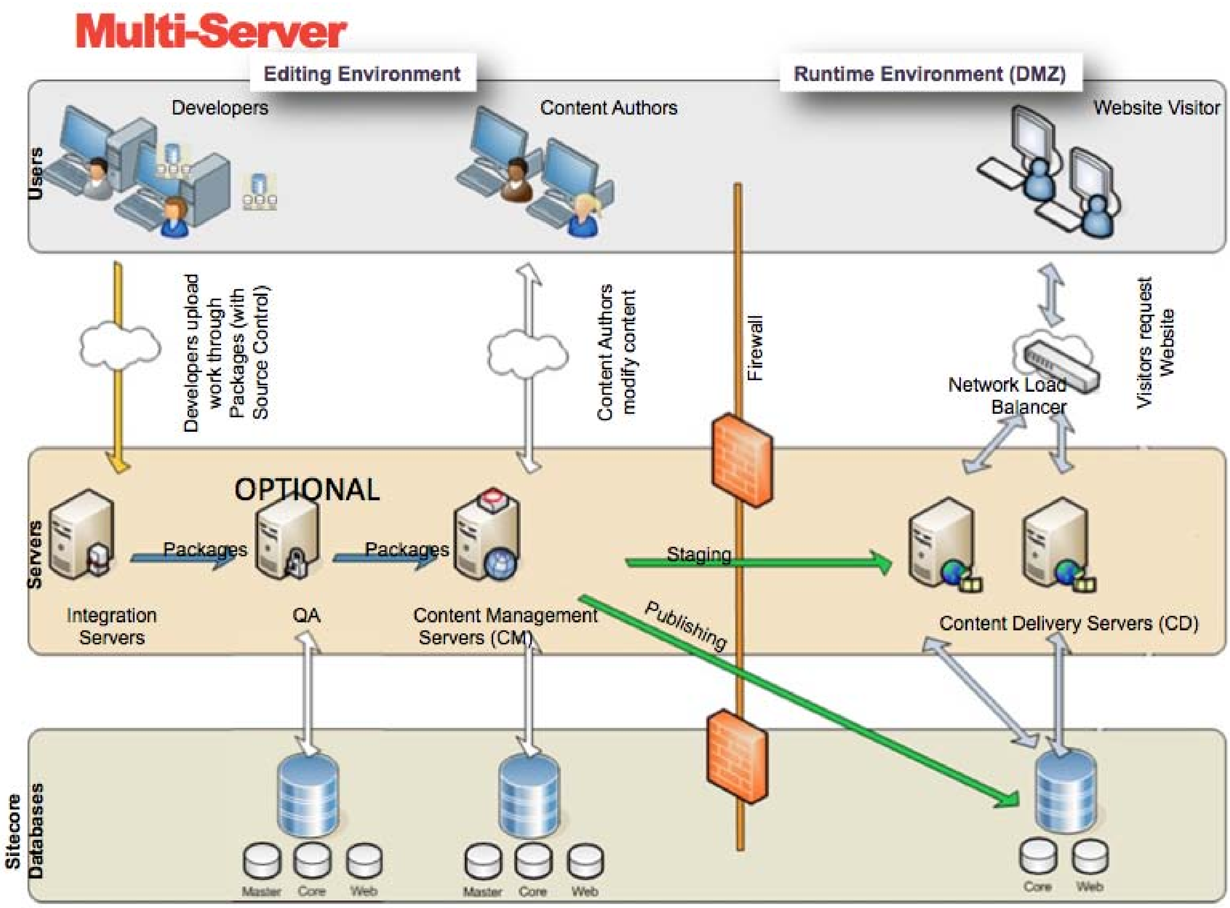
Sitecore has recently been recognized as a leader in Gartner's refreshed Magic Quadrant on Web Content Management.

Source: http://www.gartner.com/technology/reprints.do?id=1-17ZDGV6&ct=111111&st=sb

Section A – Technology – Requirement 6

Technology – Requirement 6
If using a CMS, will the CMS have development and test environment? Describe each environment and who will have access.

A typical Sitecore implementation includes multiple environments. Production environments incorporate a split between the content authoring environments (typically behind the firewall) and the content rendering environment (exposed to the public). This separation ensures that any downtime of the content authoring environment does not affect the uptime of the public website.



Section A – Technology – Requirement 7

Technology – Requirement 7
If using a CMS, does your CMS provide the ability to report analytics? Describe the analytics tool to be used and the types of reports available.

There are two separate focus areas for reporting in Sitecore. The Advanced System Reporter reports on specific content authoring activity and reports on content as it moves through the various CMS processes. The Customer Engagement Platform and its Engagement Analytics provides a reporting suite against site visitor activity. All session data is tracked, all form submissions, downloads etc. These reports are able to tie together implicit activity data and persistent profile data, are able to include Geo-IP and DNS information and much more. These reports are able to fully model the value that individual visitors represent to your company, as well as the effectiveness of online and offline campaigns.

The system comes with a number of automatically formed and formatted reports which may be automatically generated and sent out on a schedule. These reports can involve sophisticated filters to match recipients with the most appropriate data set.

Examples of available reports are described below:

Sample Advanced System Reports (content based)

- Items modified updated in the last X days
- Items that have more than X children
- Items that are publishable but either do not exist or have a different version in the web database
- Items that are based on a particular template
- Items with validation errors

- Which templates have been linked to a workflow
- Locked items
- Publishable items with broken links
- Audit information
- Errors in the log files
- Items that have stayed in the same workflow state for more than X days

Sample Customer Engagement Analytics (visitor based)

Sales Reports	Description
Top Leads by Activity – Classified Organizations	Used by sales teams to identify which classified organizations have shown the highest levels of activity on the website.
Top Leads by Activity – Unclassified Organizations	Used by sales teams to identify which unclassified organizations have shown the highest levels of activity on the website.
Top Leads by Value - Classified Organizations - Daily	Used by sales teams to identify which classified organizations have accumulated the highest value visits on a single day.

Top Leads by Value - Classified Organizations - Periodic	Used by sales teams to identify which classified organizations have accumulated the highest value visits over a specific period.
Top Leads by Value - Unclassified Organizations – Daily	Used by sales teams to identify which unclassified organizations have accumulated the highest value visits on a single day.
Top Leads by Value - Unclassified Organizations - Periodic	Used by sales teams to identify which unclassified organizations have accumulated the highest value visits over a specific period.

Site Health Reports	Description
Common Mistakes	List the most common mistakes that occur on the web site, such as, no search hits found, user subscription failed, login failed, and so on.
Latest Failures	Lists all the latest failures on the web site, for example, if a visitor had difficulty logging in or performed a local search that gave 0 results.

Not Found URLs	Lists all the not found URLs. If a URL appears as *Direct*, it means that the visitor typed the address incorrectly into the browser. These are the most common not found URLs.
Pages that Report Errors	Lists all the pages that report errors.
Slow Pages	Lists all the pages that loaded slowly with the slowest listed first.

All reporting functionality is built into the product and is not associated with any additional licensing or fees.

In addition to being able to save this data directly in the tool in many formats (xls, csv, xml, etc), all database data is exportable.

Section A – Technology – Requirement 8

Technology – Requirement 8

If using a CMS, does your CMS solution provide audit trail and history reporting?

Sitecore tracks content history through its versioning and workflow features. Tracked attributes include the following. Note that this tracking information is recorded down to the individual content and language version:

- Created
- Created By

- Revision
- Updated
- Updated By
- Current Workflow State
- Default Workflow State
- Lock Date
- Lock Owner

In addition, Sitecore records system actions such as login/logout and any action that modifies content (i.e. add, delete, update, move, copy, etc.).

Section A – Technology – Requirement 9

Technology – Requirement 9
If using a CMS, will the CMS maintenance windows interfere with site access?

The separation of the content authoring environment and the content delivery environment prevents any planned or unplanned outage of the authoring environment from impacting site access. In addition, a production environment with multiple delivery nodes will allow for a rolling maintenance window such that site access is not affected.

Section A – Technology – Requirement 10

Technology – Requirement 10

Will you be implementing a search solution on the portal for Virginia government content? If yes, please describe. If no, explain why not.

Sitecore ships with the Lucene.NET search tool as the standard search component for internal and external site search. This search tool provides the CMS authors and users a tool to index web content, documents, images and files easily with the ability to fine tune the UI by which users interact with the search and index content. This search can also be used for forward facing web properties and portals and allows for the indexing of all "searchable" content by the web audience.

Section A – Technology – Requirement 11

Technology – Requirement 11

If implementing a search solution, will the search engine search multiple areas within the portal and external to the portal? Describe a site specific search and a Commonwealth search (to search all state agency sites). This is described in detail in the Web Site Topic Report:

http://www.vita.virginia.gov/uploadedFiles/Oversight/EA/Web_Site_Topic_Rpt_04_01_2009.pdf on page 24.

As part of a comprehensive search capabilities, the proposed solution will index and search 100% of the content that is created through Sitecore. In addition, the Lucene search engine can be configured to crawl other sites external to the Sitecore managed site and either display the results in an integrated result set (with both Virginia.gov and other COVA results) or in isolation (separate Virginia.gov results).

Section A – Technology – Requirement 12

Technology – Requirement 12

If implementing a search solution, does your proposed solution follow search engine best practices? Describe how your techniques qualify as "white hat", or follow the industry standard and best practices preferred by the major search engines. Be sure to outline both immediate and ongoing efforts.

Sitecore has incorporated a powerful set of advanced SEO functionality within the editing environment to enable your editors to create highly optimized content and pages for search engine placement from SEO friendly URL to keyword density reporting tools.

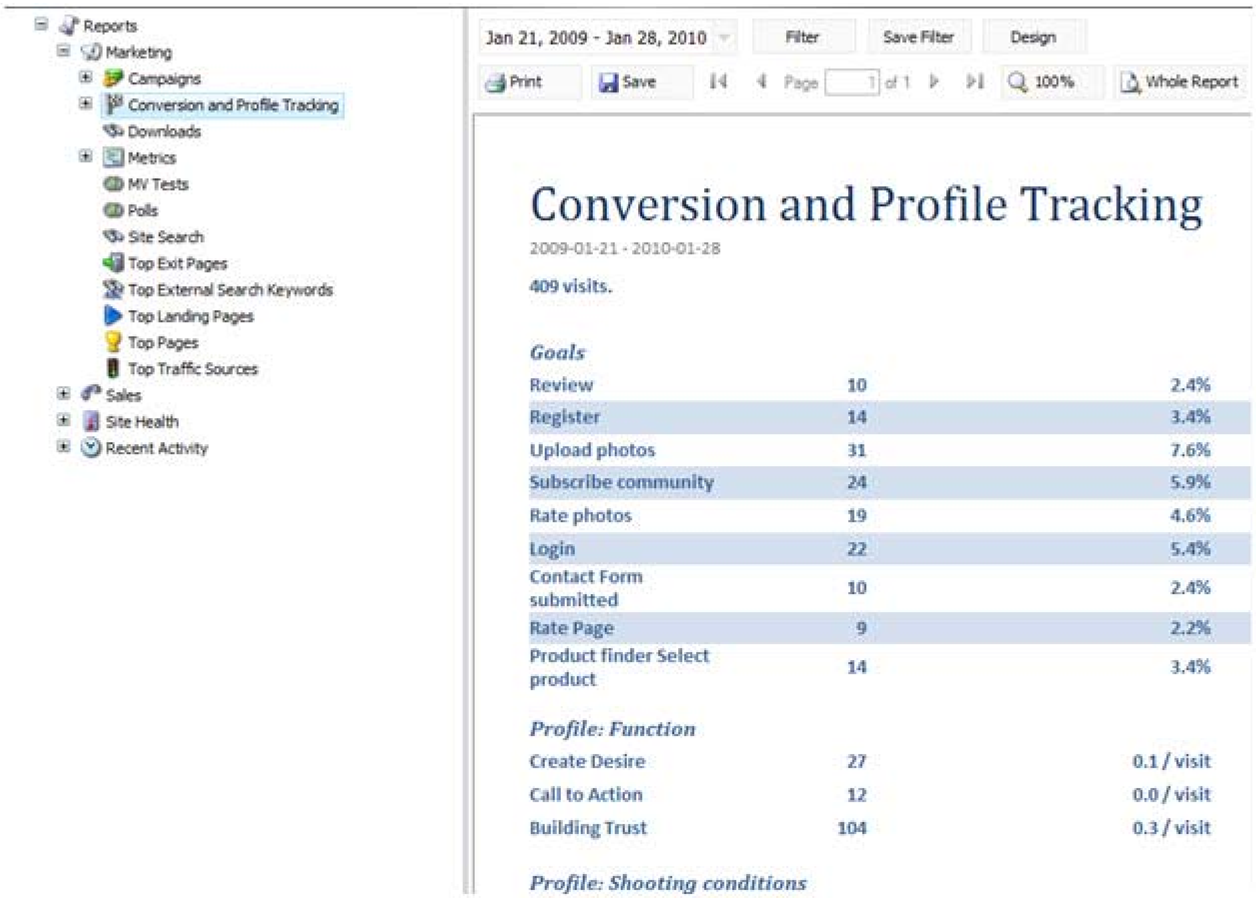
Sitecore allows editors and site managers to engage SEO Mode, which provides a rich set of reporting and statistics help content editors optimize content for search engine results. By incorporating this capability inside the day to day editing interfaces for your authors, you can ensure your site is well optimized for search engine placement. Another benefit of inline SEO reporting is the prevention of SEO drift, caused by authors creating non-optimized content that reduces your search engine placement over time.

The screen above shows an inline report detailing information about links, images, headings and meta tags. It even shows keyword density to identify what keywords or phrases are most likely to be found.

Section A – Technology – Requirement 13

Technology – Requirement 13
If implementing a search solution, does the search engine gather analytical data? Describe the ability to gather analytics.

Sitecore provides extensive reports on site usage, user behavior, campaign management and many other aspects of system usage.



Out-of-the-box reports include:

- Campaigns
- Campaign Details
- Campaign Summary
- Conversation and Profile Tracking

- Tracking – First Time Visitors
- Tracking – Returning Visitors
- Downloads
- Metrics
- Metrics New Visitors
- Metrics Returning Visitor
- MV Tests
- Polls
- Site Search
- Top Exit Pages
- Top External Search Keywords
- Top Landing Pages
- Top Pages
- Top Traffic Sources
- Sales
    - Leads
        - Lead Harvester

        - Lead Prospector
        - Leads All
            - Analysts
            - Competitor
            - Press
- Site Health
    - Common Mistakes
    - Latest Failures
    - Not Found Urls
    - Pages that Report Errors
    - Slow Pages
- Recent Activity
    - Latest Human Sessions
    - Latest Robot Sessions

Section A – Technology – Requirement 14

Technology – Requirement 14

If implementing a search solution, does the solution provide for search optimization of the portal? Describe the philosophy for optimization and give a generic outline of your typical approach to improving a site's traffic and rankings.

The SEO Toolkit provides a number of features that both content authors as well as site developers can use to help increase the page ranking within the search engines. The toolkit includes the following features:

- Link Checking – Checks the site for broken links, which has an impact on SEO
- Image Checking – For optimal size and alternative text representation
- Text Only View – Provides a view similar to search engines see the page. From here you can analyze headings to influence rankings
- Keyword Viewer – Used for relevancy of search queries
- Search Engine Linker – Which search engines have linked to a particular page

Section A – Technology – Requirement 15

Technology – Requirement 15

If implementing a search solution, does the search engine provide functionality that is listed below?

Describe the ability to perform each of the following:
• Integrated search
• Pluggable search
• Wild cards
• Phonetic search
• Spelling correction

• Boolean search

Lucene.NET is a direct port of the popular open source Lucene search engine library provided by the Apache Foundation. The integration of Lucene into the Sitecore product provides the following capabilities:

- Ranked Searching – best results returned first

- Many powerful query types: phrase queries, wildcard queries, proximity queries, range queries and more
- Fielded searching (e.g., title, author, contents)
- Date-range searching
- Sorting by any field
- Multiple-index searching with merged results
- Allows simultaneous update and searching

Section A – Technology – Requirement 16

Technology – Requirement 16
Will your solution be cross browser compatible? Please list all supported browsers and versions, and the level of support for each.

Sitecore supports the following browsers for content authoring (all latest versions): IE, Firefox, Chrome, and Safari. The content authoring environment is pure HTML with no Active X requirements.

The public website will be designed and developed to support all major browsers and recent versions. Additional browser requirements will be collected during the requirements phase and accounted for during site design and development.

Section A – Technology – Requirement 17

Technology – Requirement 17
Will you modify your browser compatibility to accommodate future releases? Please provide an estimate of time necessary to implement these changes?

Any changes to the initially documented browser compatibility requirements can be modified in future releases of the product. Each browser change would need to be fully tested prior to certification. The site HTML will be developed in accordance with W3C HTML standards, alleviating concerns of the site not supporting browser upgrades from the major browser software vendors.

Section B – User Experience – Requirement 1

User Experience – Requirement 1
Does your solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf (Refer to www.section508.gov and www.access-board.gov for further information) If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: *(The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)).* If no, does your solution provide alternate accessibility functionality? Please describe.

A website delivered by Sitecore can conform to W3C A, AA as well as AAA. The level of conformance depends on the implementation of the layouts for presenting the content, as well as the usage of other technologies incorporated in the website. Also the use of attributes for a tag (such as the "alt" attribute describing an image or the "title" attribute describing a link) must be used appropriately. A well programmed website created with care can easily conform to all three levels from W3C, and these can be created using Sitecore.

Sitecore includes a validation engine based on W3C XHTML guidelines. The validation engine is able to warn users of potential flaws in content. The checker is also able to suggest fixes for the user to approve thereby supporting customer's accessibility compliance.

Section B – User Experience – Requirement 2

User Experience – Requirement 2
Will you conduct user interviews? If yes, how and when will you conduct them?

User interviews are typically conducted in a semi-scripted fashion, with certain questions up-front that can be asked individually or to a group. This can be followed by a more unstructured conversation about users' needs and issues. User responses can be documented and with summaries and findings presented back to the project team.

For specific user populations, field studies are also helpful to observe a user in their natural context using the website. These field studies are typically less structured but elicit many findings the user may not even be aware of. These findings can also be analyzed, summarized, and reported back to the project team.

Section B – User Experience – Requirement 3

User Experience – Requirement 3
Will you identify and create user personas? If yes, please explain how you will utilize them.

Sitecore has a full range of personalization rules, including GeoIP lookup, persona and profile matching, path analysis, referrer keyword, and explicit personalization.

CapTech will conduct user analysis during the initial phase of the project to identify the user demographics for the system. These demographics will be built out into personanas that speak to a user needs, motivations, and goals for using the site. These personas will then be factored into usability testing, both the scenarios used and the participants that are recruited. All of this analysis will be submitted within the User Experience Test Plan.

Section B – User Experience – Requirement 4

User Experience – Requirement 4
Will you author user stories? If yes, please explain how you will utilize them.

User stories will be developed based on the requirements collected. User stories can then be used as scenarios in Usability testing as well as System Testing prior to deployment. User stories can also be used to guide the analysis of Web Analytics prior to and after deployment of the redesigned site.

Section B – User Experience – Requirement 5

User Experience – Requirement 5
Will you develop documentation that describes the organization of the content and structure of the website (information architecture documentation)? If yes, please describe the types of documentation to be provided.

CapTech employs a comprehensive set of Information Architecture activities starting with a Content Inventory that catalogs all site content and content structure. Further analysis of content types and page sizes gives CapTech a comprehensive view of the organization and make-up of site content. Open and closed card sorting can then be performed to determine the optimal organization of the new site design. Findings are then documented in a multi-tabbed spreadsheet and presentation deck for the project team.

Section B – User Experience – Requirement 6

User Experience – Requirement 6
Will you develop documentation that describes how a user interacts with the proposed solution both at the individual page and website levels (interaction design documentation)? If yes, please describe the types of documentation to be provided.

Based on analysis of the user stories, information architecture, and existing site, CapTech will develop a click-through prototype of the proposed site design. This prototype can be used for stakeholder signoff as well as in Usability Testing with quantitative findings presented back to the project team. Please see below for a more comprehensive description of CapTech's approach to Usability Testing.

Section B – User Experience – Requirement 7

User Experience – Requirement 7
Do you have prior visual design experience with portal websites? If yes, please provide examples.

CapTech has an extensive portfolio of portal website designs, examples of which can be found in Appendix X.

Section B – User Experience – Requirement 8

User Experience – Requirement 8
Will you create and present any prototypes? If yes, please describe what will be created and presented.

As stated in response to requirement 6 above, CapTech will develop clickable prototypes using a variety of tools including Balsamiq and Axure. Prototypes will be developed and user tested in Analysis and early Design before Construction has begun. This means that, before a line of code has been written, design will be vetted with users and approved by stakeholders. A clickable prototype can also assist the project team in development by demonstrating the layout and behavior of the proposed design. This prototype can typically be hosted on a client's internal servers so that it is accessible to project team members and stakeholders.

Section B – User Experience – Requirement 9

User Experience – Requirement 9
Will you create a style guide? If yes, briefly describe the content it would contain.

Once a prototype has been built, user tested, and approved by project stakeholders, the design guidelines demonstrated by the prototype will be distilled into a Style Guide (or User Interface Design Document). This document will work as a companion to VITA's existing web standards document.

The Commonwealth of Virginia's current homepage does not completely adhere to VITA standards for state websites but future designs developed by CapTech will ensure greater adherence to these standards.

Section B – User Experience – Requirement 10

User Experience – Requirement 10
Will you conduct usability testing? If yes, please describe in detail your methodology, including, but not limited to, when during the creation of the solution you will engage in testing, what type or types of tests will be conducted, and what data will be collected.

As a means to reduce project risk early on in the development lifecycle, CapTech strongly recommends Usability testing on the existing system and any new designs before development on those designs would commence.

For Usability evaluations, CapTech employs a repeatable and evolving methodology that fits within (and parallel to) most traditional waterfall and agile processes. For a brief explanation of the methodology employed by CapTech for Usability Evaluations, please see Appendix X.

A standard set of quantitative test metrics will be used for this Usability Evaluation. Keeping these metrics consistent across multiple iterations of usability testing will allow the investigators to make confident assertions about improvements in usability from one design to the next. Additionally, several qualitative measurements will be collected to augment the quantitative findings, which will give insight to findings that are valuable but hard to measure numerically.

Section B – User Experience – Requirement 11

User Experience – Requirement 11
After the solution is implemented, will you conduct usability testing on subsequent changes or updates?

Similar to the necessity to test changes to code before it is deployed, CapTech strongly recommends that design changes are tested prior to coding and release. Utilizing CapTech's repeatable and quantifiable methodology for usability testing, metrics can be collected for the new design and measured against previous design the validate improvements. These metrics include success rates and task durations as primary measures of user efficiency on a system. Other supporting metrics will also allow the project team to verify that changes to the system are, in fact, improving the user experience; these metrics include, error rates, satisfaction scores, facilitator assistance, and system abandonment.

Section B – User Experience – Requirement 12

User Experience – Requirement 12
Will your solution provide for graceful degradation? If yes, please give details on how you will provide this.

During the analysis phase, CapTech will work with project stakeholders to determine browser versions and screen resolutions that will be supported by the website. Other considerations can be identified in analysis to accommodate browsers that don't support, for example, CSS or JavaScript.

CapTech will build in cross-browser testing for all versions considered in scope and can build a fluid layout to accommodate varying screen resolutions. Support for mobile formats would have to be determined in scope during the analysis phase.

Section B – User Experience – Requirement 13

User Experience – Requirement 13
Will your solution include progressive enhancements? If yes, please give details on how you will include this.

Sitecore's rendering engine includes the capability to detect the type of browser and device that is requesting the resource and apply an appropriate presentation template based off the identification of that device. This capability is used extensively when rendering on mobile devices as device capabilities vary amongst manufacturers. CapTech will initially implement a design that will be consistent across all major recent browser platforms while providing the capability to customize and tailor the site rendering based on specific browser vendor and/or version.

Section B – User Experience – Requirement 14

User Experience – Requirement 14
Will automated accessibility testing be performed on your solution? If yes, what software will be utilized?

Industry standard tools are utilized throughout all phases, from user-centered design & discovery through deployment & delivery. Quality assurance checkpoints are metered through development & debugging cycles, complete with code reviews and automated testing along the way.

Software and Services utilized by CapTech for automated accessibility testing include:

- Fire Eyes Deque/Worldspace (http://www.deque.com/products/worldspace-fireeyes)
- WAVE (http://wave.webaim.org/)
- Juicy Studio (https://addons.mozilla.org/en-US/firefox/addon/juicy-studio-accessibility-too/)
- Vischeck (http://www.vischeck.com/vischeck/)

Section B – User Experience – Requirement 15

User Experience – Requirement 15
Will manual accessibility testing be performed on your solution? If yes, please describe your methodology including descriptions of the testers' qualifications.

Preliminary, interim and final accessibility reviews are conducted throughout design, development and implementation phases. Reviews consist of expert panel code/compliance evaluations, and automated criteria-driven testing exercises mentioned above.

Section B – User Experience – Requirement 16

User Experience – Requirement 16
Are the tools you plan to use to develop your solution compliant with the VITA Accessibility Standards?

CapTech targets all of the following accessibility compliance standards in our analysis and will also take any unique standards specified in the VITA Accessibility Standards into account:

Targeted Compliance Standards

- WCAG 2.0 Success Criteria (Web Content Accessibility Guidelines)
- Federal Section 508 Web Accessibility Standards
- WAI-ARIA 1.0 Accessibility Guidelines
- W3C HTML Web Document Validation

Section B – User Experience – Requirement 17

User Experience – Requirement 17
Will you utilize current website metrics as available to influence the initial solution? If yes, please provide examples of how you will do so.

Current-state website analytics will be analyzed to understand the content and functionality that is most used in the current site. This analysis will be informed by the requirements and user stories developed during analysis. Oftentimes, we find that content that is specified as important in the requirements isn't used very heavily according to analytics because the design makes that content hard to get to. CapTech's balanced approach to current-statue analytics and future-state requirements ensures that a design takes all important considerations into account.

Section B – User Experience – Requirement 18

User Experience – Requirement 18
After the solution is implemented, will you utilize website metrics to optimize the solution? If yes, please provide examples of how you will do so.

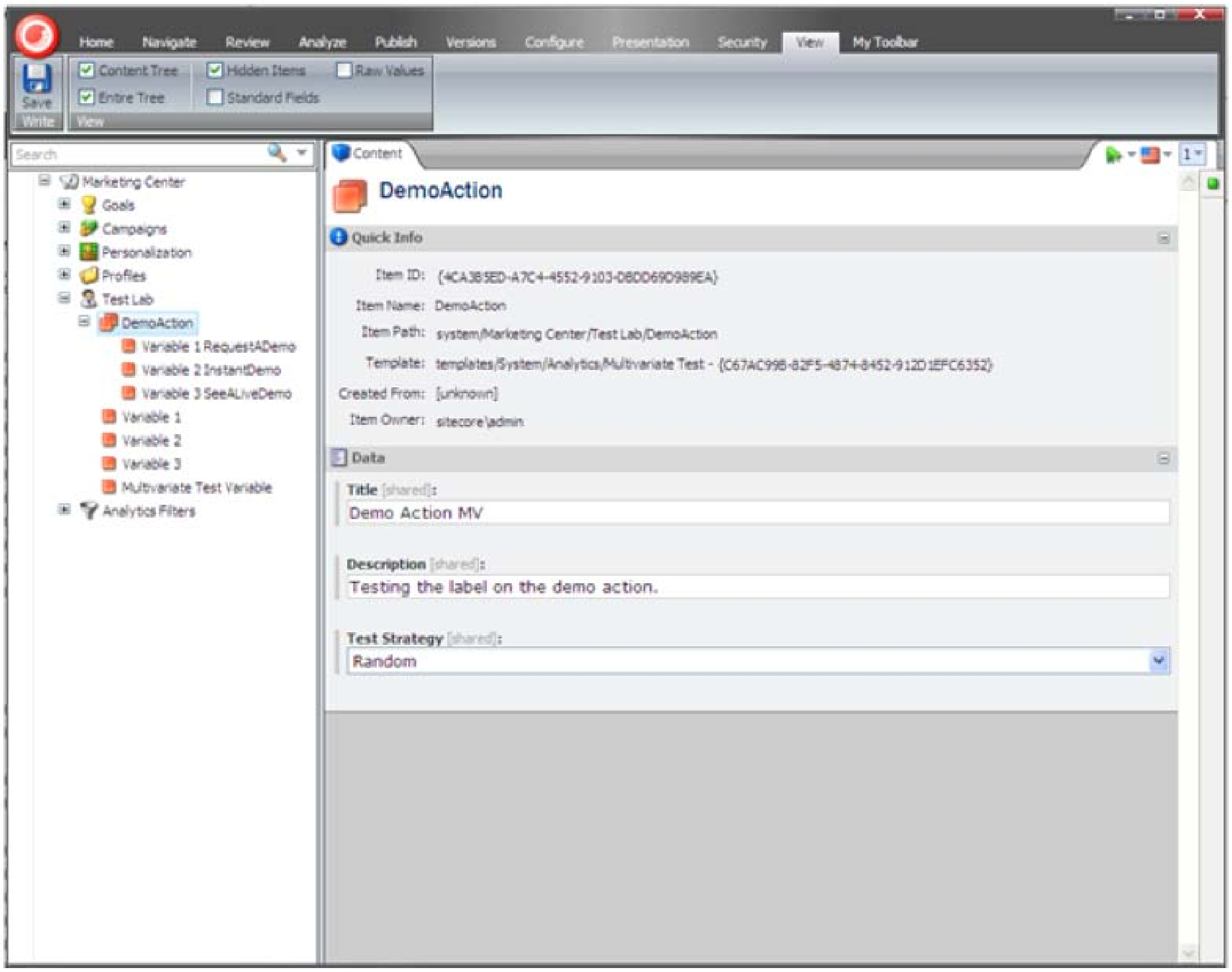
Following deployment, website analytics will provide an indication as to whether important content identified in Analysis is being accessed with the regularity the project team anticipated. If the analytics aren't matching the project team's expectations, further analysis and usability testing can be applied to determine the issue. Path Analysis can also help the project team understand the paths users are taking to content (and whether that path is optimal). Additionally, analytics can tell the project team what browsers, screen resolutions and devices have been used to access the site so content can be optimized for those.

Sitecore measures not only traffic but goal achievement and conversions. The product provides a means for marketing to apply quantitative value to the qualitative process of tasks such as completing a form or proving an email address and weighting those actions in light of the session traffic and other data collected.

Sitecore also provides website metrics for optimization use at both the architectural level and on a marketing level, such as measuring conversion or 'successful' visit metrics. Conversions on the content can be illustrated through several included features within Sitecore such as Engagement Mapping, Campaign Tracking (and alignment with 3rd party sources such as email, search terms, banners and landing pages), and multi-variate testing. Below, I've provided a detailed view of one of these, multi-variate testing for your information.

Company A relies heavily on online demo requests to sell their products. To prompt people towards an online demo, the company's website displayed a button featuring the phrase "Request a Demo," which linked to the demo request form page. Unfortunately, less than 1% of the company's website visitors were converting to demo requests. The company decided it needed to investigate how to improve this conversion percentage. They first looked into rephrasing the phrase on the demo request button.

Company A decided to implement a three-variable test, with each variable featuring a different phrase on the button. They used the Sitecore Online Marketing Suite (DMS) to create a test that would be equally distributed on all homepage visits.

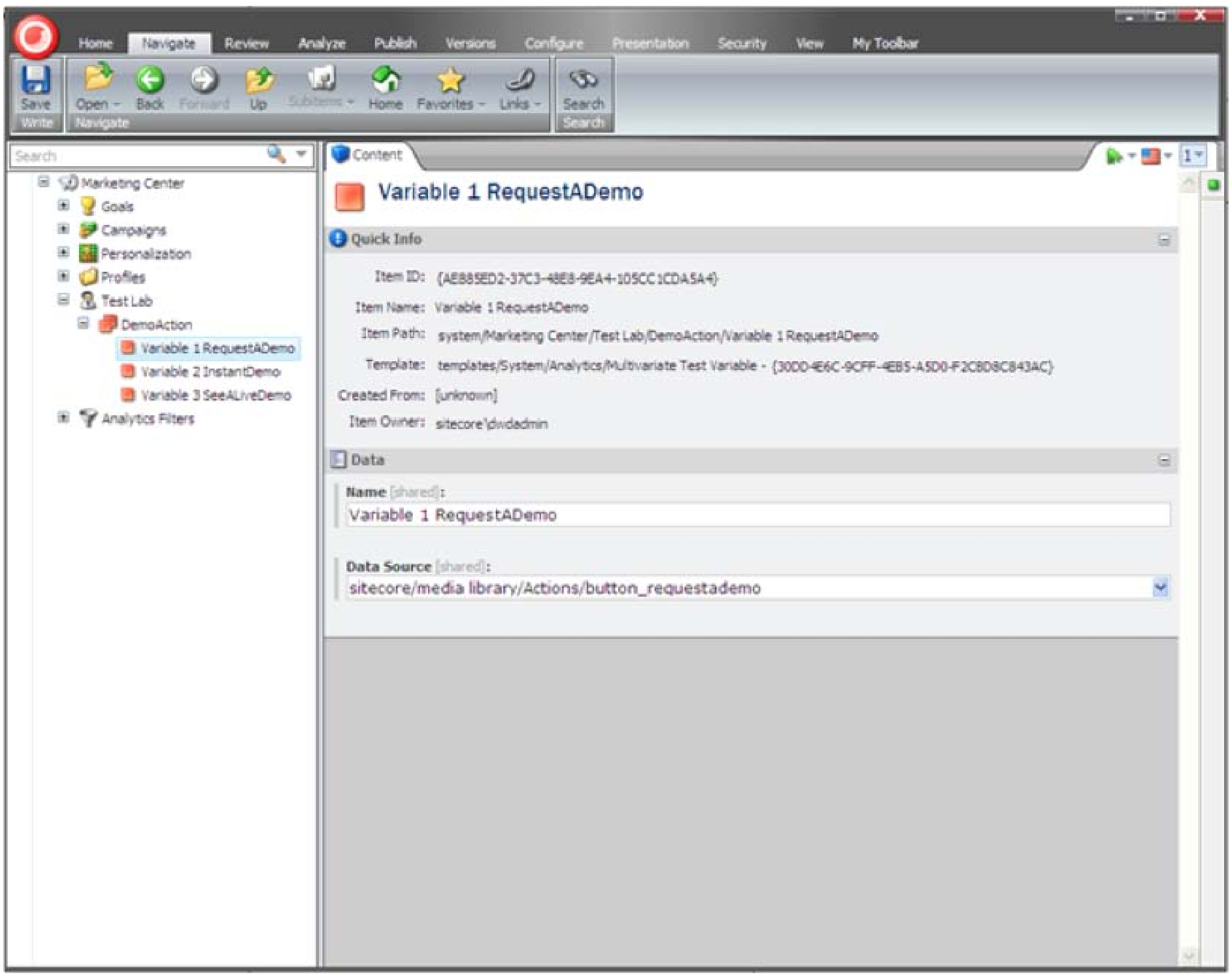


Each variable test was created in the DMS marketing center test lab, which provides the out-of-the-box multivariate templates to set up the test. The variables were:

- Variable 1: Request a Demo
- Variable 2: Instant Demo
- Variable 3: See a Live Demo

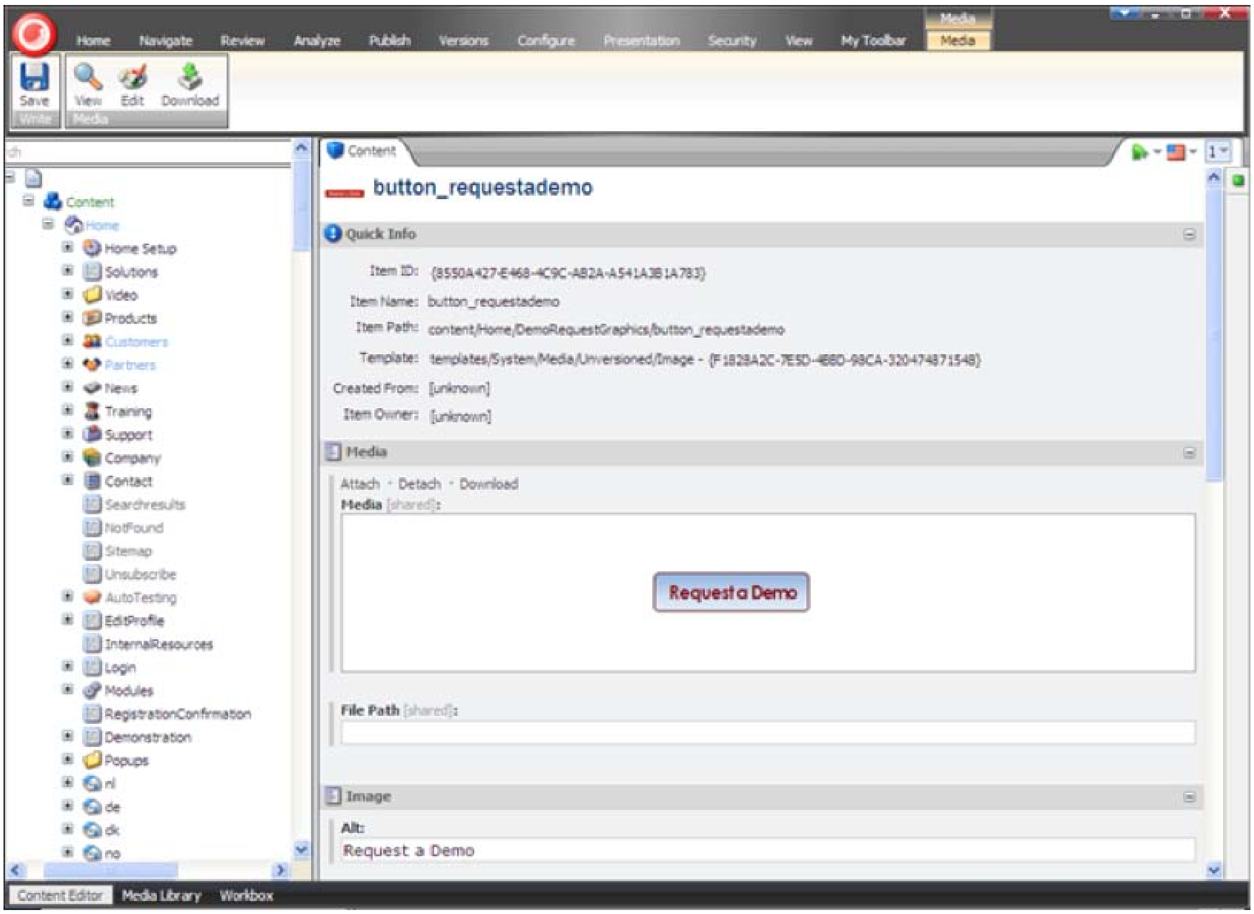
Within each multivariate test template, they used a simple scroll bar to find the data source (the particular button graphic) located in the Sitecore content editor.

Pic 1: Sitecore DMS Marketing Center: Variable 1 test



Once the data sources were selected, DMS automatically attached the tracking code to the graphic being stored in the Sitecore CMS content editor (see below). The marketing team then pulled up the Sitecore Page Editor to quickly configure the test from the front end, thereby activating the test.

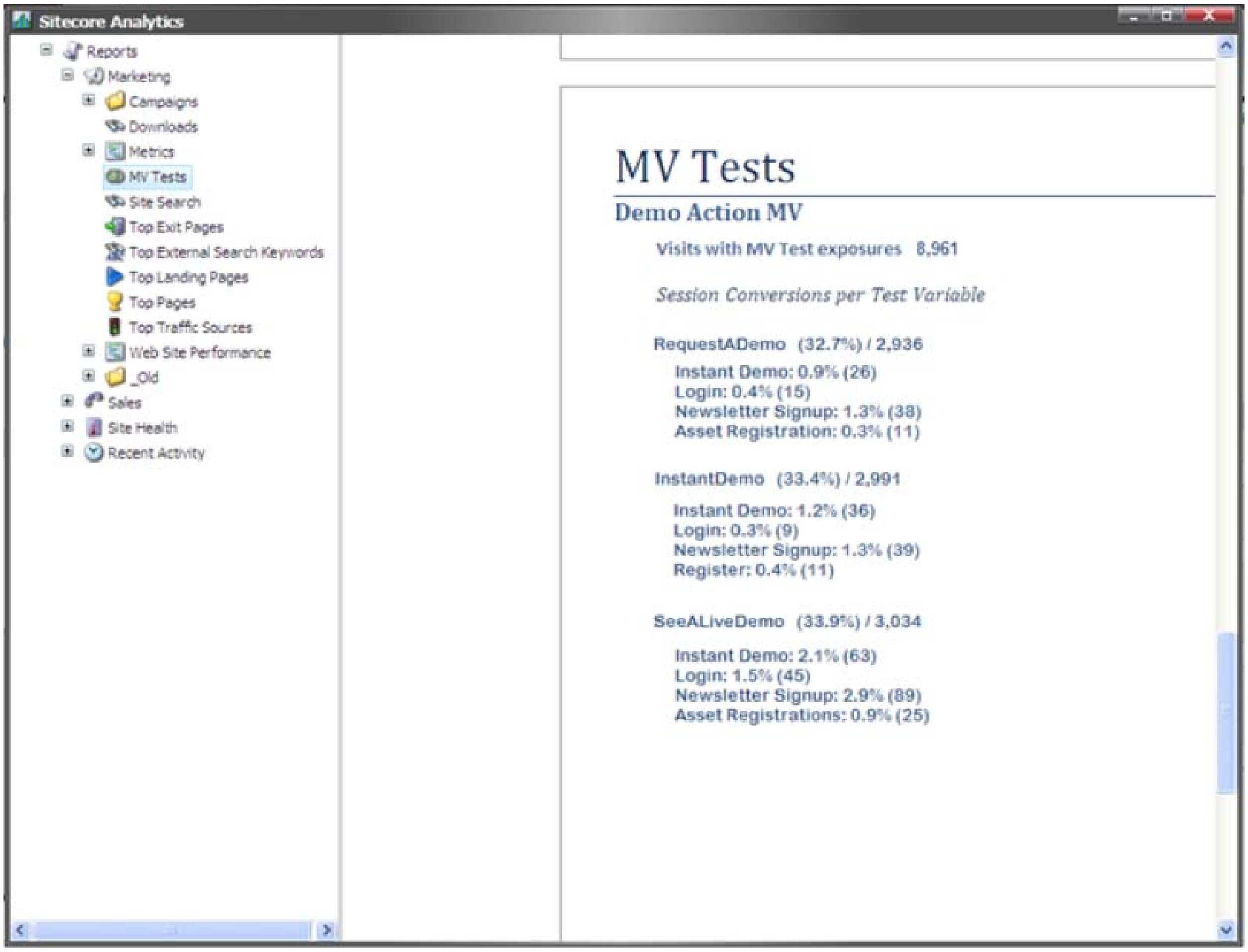
Pic 2: Sitecore CMS content editor: “Request a Demo” button graphic



Using the Sitecore DMS analytics center, Company A tracked the three-variable test for two weeks. When the testing finished, the company analyzed the number of actions taken as a result of clicking on each variable button. The data provided a clear conclusion that variable 3

(“See a Live Demo”) garnered the most demo requests, logins, newsletter signups and asset registrants.

Pic 3: Sitecore DMS Analytics Center: multivariate test results



Based on this data, Company A decided to include the phrase “See a Live Demo” for all its web pages. Since the change in phrasing, demo requests have increased by 40%.

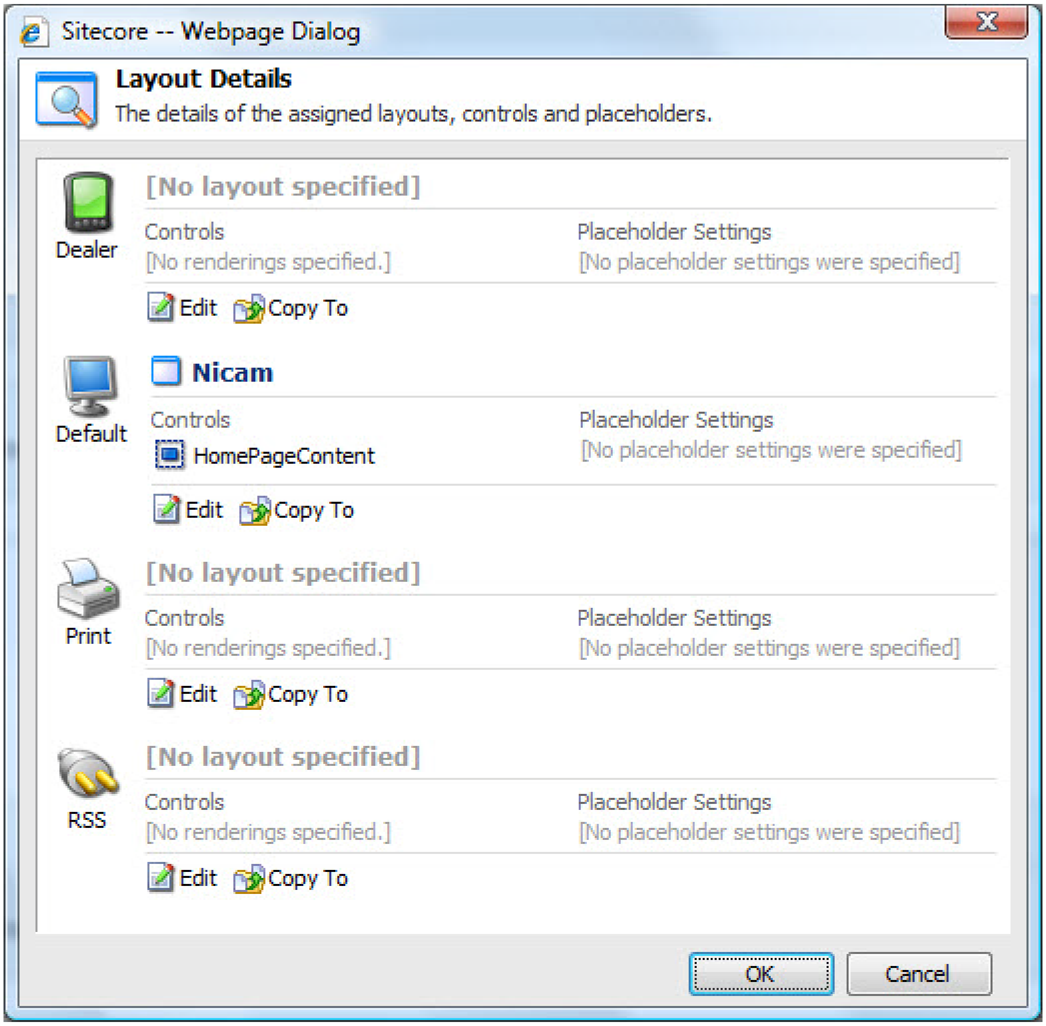
Section B – User Experience – Requirement 19

User Experience – Requirement 19
Will your solution be optimized for users of mobile and tablet devices? If yes, please explain.

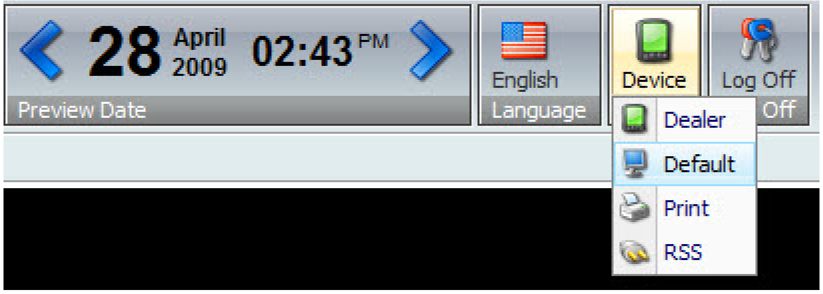
A device in Sitecore refers to a presentation format such as web browser, mobile device, printer-friendly, PDF, etc. Sitecore's Device Resolver allows for the resolution of requests for devices based on browser agent, domain, subdomain or query string parameters. The Device Resolver can be customized to support other methods for device resolution, such as screen resolution. Sitecore's Mobile Detect module can detect any of hundreds of specific mobile device browser agent strings should this be required.

Once the device is detected, Sitecore can serve back specific presentation components for the device type. For example, a browser version of an article will include navigation components, ads, etc.; a printer friendly version of an article may have just article text, but no navigation components; an RSS version of an article may just have the article text and other RSS elements.

See, for example, the following screenshot where presentation settings can be set for individual device types. Note also that Sitecore supports the concept of a default device and a fallback device. A default device is the device that should be used if Sitecore's Device Resolver cannot determine which device is making the request. A fallback device specifies which device presentation settings should be used if no presentation settings are available for the currently requested device.



In addition, content authors can preview the site using specific device types:



The output format chosen is driven by the presentation components that are associated with the device and content item or content type.

Section B – User Experience – Requirement 20

User Experience – Requirement 20
Does your solution provide a text-only version?

Sitecore's Device Presentations accommodate this and can support compliance rules for presentation.

Section B – User Experience – Requirement 21

User Experience – Requirement 21
Will you optimize your page load times for users with a variety of access speeds (<56kbps to >100mbps)? If yes, please explain how this is accomplished.

Web Performance Optimization (WPO) is a topic that deals with the end user perception of the speed of a website. An organization's operations may report that the website is meeting predefined SLAs and uptime requirements yet the end user experience can be poor due to third-party integration at the browser. Banners, ads, video and other peripheral content should be measures to ensure that the rendering capabilities meet expectations.

Additionally, it is important that main landing pages and high traffic pages be optimized for the lowest common denominator such that the experience is adequate for all users. Pages that require intensive graphics or video only suitable for high-bandwidth situations should be designed into the Information Architecture such that they do not interfere with normal usage scenarios.

Section B – User Experience – Requirement 22

User Experience – Requirement 22
Does the solution provide customized error handling? Describe what action is taken from a 404 Error Message.

Customized messages can be created for different HTTP status codes, in particular Client Error (4XXX) and Server Error (5XXX) codes. User friendly messages can be developed free of jargon and including helpful next steps for the user.

Sitecore provides customers with the ability to enforce rules on data being entered in the specific fields prior to those items being submitted for publishing or to the next stage of the pre-defined workflow. Sitecore fully supports WAI compliance with all content and asset management and output. Sitecore also provides a W3C validation, which provides customers with the ability to validate each content item created or edited against the W3C standards. Sitecore is also shipped with out of the box custom content help functionality.

Section C – Governance – Requirement 1

Governance – Requirement 1
Have you created disaster recovery plans in the past? If yes, please provide examples.

CapTech has worked with many clients across different industries to design, develop, test, and implement disaster recovery and business continuity plans. Ensuring business continuity and a sound disaster recovery capability should always be included in the design, development, and implementation of a new mission critical platform.

Past examples of where CapTech has performed this work include the creation of a Business Continuity environment and plan for the primary data analytics platform of a major Financial Services company as well as an all inclusive Disaster Recovery plan, including IT infrastructure, networking, and business operations for multiple manufacturing facilities of Fortune 500 Consumer Packaged Goods company.

For the data analytics platform, CapTech reviewed the analytics platform to identify mission critical information and classify specific data marts by recovery time objectives. A business continuity plan was then developed to encompass current state business processes. Components of the plan included a new data backup strategy to ensure optimal recovery times, technical scripts to restore data based on recovery time objectives, the design, purchase, and installation of a new disaster recovery environment. After all new infrastructure and processes were developed, CapTech led the planning and execution of simulated disaster recover exercises to test the environment, processes, and resources based on the new continuity plan. The ultimate business continuity environment and plan met both regulatory and enterprise requirements. The successful testing of the recovery environment and business continuity plan demonstrated the soundness of the overall disaster recovery approach and mitigated significant risk for the organization.

For the Consumer Packaged Goods company, CapTech was asked to lead the assessment of the IT Disaster Recovery plan for three separate facilities after a major incident occurred at another of the company's facilities. The objective of the effort was to examine the current business continuity plan, gather additional business requirements, and align the disaster recovery plan with the business needs during a disaster. To ensure a comprehensive solution, CapTech divided the effort into two major components: 1) Process/Infrastructure improvements and 2) Disaster Recovery Plan changes. Through site visits, stakeholder interviews, vendor interviews, and physical/logical inspection of manufacturing IT infrastructure, CapTech was able to implement several short-term remediations including network redundancy, automated failover, system backup improvements, and a revised, clear communications plan between the business and IT. Through additional, more detailed analysis, CapTech was able to make specific incremental recommendations for improving the long-term Disaster Recovery posture of the client.

Section C – Governance – Requirement 2

Governance – Requirement 2
Are you willing to work with appropriate state agencies to create, maintain and follow (if needed) a disaster recovery plan as part of its site implementation?

CapTech brings a true partnering approach to all of our client work. We understand the need to work with multiple agencies to develop, maintain, and follow a disaster recovery pan as part of the new Virginia.gov site implementation. On past engagements involving disaster recovery planning, as with many others, CapTech has worked in a 'lead integrator' role which requires coordination across client groups, vendors, and many times other services firms as well. This is a model we are comfortable with and value in many situations.

Section C – Governance – Requirement 3

Governance – Requirement 3
Do you provide user acceptance testing (UAT) as part of its site implementation? If yes, please provide a detailed explanation of the process and components of the UAT and include an example or a template.

The User Acceptance Test is the final functional test of the system prior to production, and should verify that the system meets all user requirements and expectations. User Acceptance Test is the actual simulation of the working conditions of the new/revised system and converted data. The test is conducted by end user personnel and the Business Enablement Team, with assistance from the Application Development Teams in providing direction and correcting errors.

The objectives of User Acceptance Test are to:

- Test all processing cycles in the system to ensure the results meet the users' requirements in as close to the business environment as possible.
- Obtain end user sign-off that the system meets all user requirements as detailed in the User Requirements Documentation.

As part of the application development life cycle, detailed workflows of the application under development will be available as inputs to User Acceptance Test planning. The Functional Design Teams in conjunction with users of the application will be responsible for developing these workflows and maintaining them. Workflows in conjunction with Detail Design documents developed during detailed design and functional design will be the basis of detailed scripts which the user will execute as part of User Acceptance testing. It is important to realize that User Acceptance Test should be testing against the business requirements drafted in the detail design stage rather than the “expectations” of the users. This is not the correct stage of the project to define new requirements.

During the planning phase of User Acceptance, users will be actively involved in formulating the business scenarios they wish to test. These scenarios may result from application walk-throughs and brainstorming sessions with the planning team. The scenarios should represent integration between the system and process workflows and should simulate real-life operations. The final checklist which is signed off on will be comprised of these scenarios.

Detailed test scripts and data are developed and assigned with business scenarios so that users can check off business scenarios as they successfully execute test scripts. Integration test scripts can be re-used if they can be matched to these business scenarios. If the users are not satisfied with the testing scripts, they may create a separate set of User Acceptance testing checklists, test scripts and data or any combination thereof.

The execution of User Acceptance Test is the actual process where the acceptance test procedures and checklist, which were mutually agreed upon during the previous planning phase, are used. The users are responsible for verifying, with the help of the test scripts developed, that the inputs are properly taken into the system, processing is correct, all error conditions are properly detected, and all outputs produced are accurate. Issues and problems are documented during this phase. If discrepancies are found within the system, the developers in concert with the user will determine the appropriate resolution.

The deliverables at the end of user acceptance test are the completed user acceptance checklist, user manuals and a log of issues / improvements that can be incorporated in new releases of the system. The users must sign-off on all deliverables individually to indicate that the system and all deliverables have been approved.

Entry Criteria for User Acceptance Test Execution

- Previously developed test packages are documented and available for the tester.
- All applications and application components necessary for User Acceptance Test have been inventoried and promoted.
- User Acceptance Test plan has been completed and approved.
- Resources to execute test are available.
- Results from prior testing phases are available (e.g. Integration and Performance Testing).
- The User Acceptance Test Environment is in place.

Exit Criteria for User Acceptance Test

- All test scripts and cycles have been executed successfully and to the user's approval.
- Identified errors and defects have been corrected and re-tested.
- All issues and incidents have been properly documented and worked through the resolution process.
- All reviews were conducted, and the appropriate user sign-offs were obtained.

Planning

The following chart describes the planning tasks for the User Acceptance Test:

What	Who	Description	Deliverables
Develop the User Acceptance Test Plan	Business Enablement Team Integration Test Team	This document defines the approach for executing the User Acceptance Test, and details the objectives, assumptions and potential risks. Also included in the Test Plan are the test requirements and the test resources. The Test Plan will be similar to the Integration Test plan.	▪ Overall User Acceptance Test Plan
Develop the User Acceptance Test Schedule	Business Enablement Team Integration Test Team	This document shows the target and critical dates for completing User Acceptance testing, and lists milestone dates for monitoring progress. This Schedule will be similar to the Integration Test schedule.	▪ Overall User Acceptance Test Schedule
Confirm Technical Environment	Technical Support Teams	The User Acceptance technical environment must be confirmed prior to beginning User Acceptance Testing. All modules must be migrated into the User Acceptance Test environment including all interfaces to existing systems.	▪ Completed User Acceptance Technical Environment Checklist

Responsibilities:

Who	What
Business Enablement Team	▪ Create the User Acceptance Test Plan. ▪ Create Overall User Acceptance Test Schedule
Integration Test Team	▪ Support and assist Business Enablement Team with preparation activities.
IS Technical Support	▪ Confirm the technical environment is properly prepared.

Development

The following chart describes the development tasks for the User Acceptance test:

What	Who	Description	Deliverables
Review / Modify Test Cycles	Business Enablement Team	Test cycles developed for Integration Test will serve as the basis for test cycles developed for User Acceptance Testing, and should be carefully reviewed to ensure that all key user requirements will be tested within the allotted time frame. Any additional cycles should be developed along the same guidelines that the Integration test cycles were developed. Satisfying User Requirements is the main focus when developing new test cycles.	▪ Test Cycles ▪ Test Cycle Approval Form
Review / Modify Test Scripts	Business Enablement Team	The test scripts developed for Integration testing will serve as the basis for test scripts developed for User Acceptance Testing, and should be carefully reviewed to ensure that all key user requirements will be tested within the allotted test time frame. Any additional scripts should be developed along the same guidelines that the Integration test scripts were developed. Satisfying User Requirements is the main focus when developing new test scripts.	▪ Test Scripts ▪ User Acceptance Test Script Approval Form

Review / Modify Test Data	Business Enablement Team Technical Analyst	The test data developed for Integration test will serve as the basis for test data selected for User Acceptance Test, but the test data for User Acceptance test should contain only converted production data. This will help to test actual business events, and provide the end user with realistic test results.	▪ Reviewed/Modified Test Data
Review/Modify Expected Results	Business Enablement Team	The expected results developed for Integration Test will serve as the basis for expected results selected for User Acceptance Test, but will be modified to correspond to the converted production data. This will verify actual business events, and provide the end user with realistic test results. Included in the expected results will be report outputs, screen outputs, and file outputs.	▪ Expected Results
Confirm Application Flows	Senior Analyst	The User Acceptance Test application flows should be reviewed to ensure that all jobs have been correctly modified for the User Acceptance test environment.	▪ Confirmed User Acceptance Test Flows

Responsibilities:

Who	What
Business Enablement Team	▪ Review/Modify Test Scripts ▪ Review/Modify Test Cycles ▪ Review/Modify Test Data ▪ Prepare Expected Results ▪ Confirm User Acceptance Test Flows
Integration Test Team	▪ Support and assist Business Enablement Team with development activities.
IS Technical Support	▪ Provides technical support for the creation/extraction of test data.

Execution

The following chart describes the execution tasks for user acceptance test:

What	Who	Description	Deliverables
Verify All User Acceptance Test Execution Entry Criteria Have Been Met	Business Enablement Team	All User Acceptance Test Execution Entry Criteria must be satisfied before executing the User Acceptance Test cycles. A checklist will be completed to verify and document that all entry criteria have been met.	▪ Completed User Acceptance Test Entry Criteria Checklist.

Execute Test Scripts / Cycles	Business Enablement Team	The tests are executing according to the User Acceptance Test plans and schedules. The test cycles and scripts should simulate business cycles as closely as possible (e.g. daily, weekly, or monthly cycles)	▪ Actual Test Results.
Compare Actual Results with Expected Results	Business Enablement Team	Actual results are compared with expected results. Any discrepancies found should be logged as incidents and tracked until resolution.	▪ Actual Test Results ▪ Logged System Investigation Requests (SIR's) in the SIR tracking system.
Manage Test Execution	Business Enablement Team	It is important that test are conducted according to the User Acceptance Test schedule and that the status of each test is monitored carefully. In addition, coordination and communication must be timely when responding to identified issues during the Execution phase.	▪ Completed User Acceptance Test Schedules
Obtain Sign-Offs	Business Enablement Team	Once all test cycles have been executed successfully, and all actual results have been validated and verified, sign-off should be obtained from the functional analyst. Sign-off confirms that all user requirements have been satisfied.	▪ User Acceptance Test Sign-off sheet
Archive Test Results	Business Enablement Team	User Acceptance test data should be archived for later regression testing.	▪ Archived User Acceptance Test data.

Responsibilities:

Who	What
Business Enablement Team	▪ Complete User Acceptance Entry Criteria Checklist ▪ Review User Acceptance Packets ▪ Execute Test Cycles ▪ Document Results ▪ Document SIR's
Integration Test Team	▪ Support and assist Business Enablement Team with execution activities.
IS Technical Support	▪ Provides technical support for the manipulation of test data.

Summary User Acceptance Sign-Off Test Deliverables:

At the end of User Acceptance test, the users must sign-off on all deliverables indicating that the system and all deliverables have been approved. A log will be created containing Issues/Improvements for future releases of the system.

- Signed User Acceptance Checklist
- Completed Issues/Improvements log

Section C – Governance – Requirement 4

Governance – Requirement 4
Will you make changes based on UAT? Please describe past experience and results, including any changes made prior to go-live as a result of the UAT.

Within each test phase, a certain amount of time is planned to allow for changes from a development and retesting perspective. With UAT, it is important to establish acceptance criteria up front that can be used to guide decision on whether changes will be made prior to go-live or after go-live.

Business and Technical requirements documentation and traceability are critical to supporting the decisions on whether or not to make changes to the platform based on feedback from UAT. Based on CapTech's experience in this space, we know it is important to control the scope of UAT and ensure that users recognize the intent of the phase. First and foremost, the users are to validate that the system accurately meets the business requirements as defined during the requirements and design phase. If defects or issues are identified during UAT where the platform does not meet those requirements, those defects are typically addressed prior to production deployment.

All other 'changes' should be evaluated and fully documented including preferred visual design changes, workflow or siteflow enhancements, or other functional changes. However, anything not included in the originally accepted Requirements and Design documentation should be evaluated and targeted for a future release and not impact the initial implementation date.

Section C – Governance – Requirement 5

Governance – Requirement 5
Will you provide a communication, governance, and project plan, including milestones? Please describe and provide examples.

CapTech regularly support clients through the establishment and/or execution of a full Program/ Project Management structure as part of our delivery engagements. Coupled with our

Organizational Change Management (OCM) expertise, we bring structure to program Communications, Governance, and Project Plans which are all integral parts of program delivery.

CapTech's overarching Communication strategy for software development projects and programs consists of three parts

- **Integrated and Consolidated Messaging -** Wherever appropriate, communications will be streamlined into one branded vehicle (i.e. an electronic newsletter or community portal) that will serve as a one-stop-shop for certain communications. This makes for an efficient use of resources and allows for optimal coordination. In addition, audiences will be segmented to avoid duplicate and overlapping communications.
- **Dominant Push Mechanisms supported by Pull Vehicles -** The aforementioned vehicle will store and archive program information and allow the Program Team to Push key communications (i.e. engagement sessions, e-mails, letters), while allowing stakeholders to Pull as much information as the they need when they need it.
- **Core Messages -** Key messages will form the basis for each communication activity providing a consistent message on key topics. A number of messages need to be delivered to stakeholders. They include the following:
    - Project Vision
    - Project Business Case
    - Project Timelines
    - Benefits to the organization/Benefits to the stakeholder
    - Stakeholder's role - what we need from them
    - Key Milestone Achievements
    - Invitations for feedback

Key messages will be included in communications activities where appropriate and there will be a sufficient number of communication events to ensure that all key messages are communicated to all staff as often as possible.

Program-Level and Project-Level Communications

Listed below are the high-level communication efforts that will take place in the program.

- **Program-level Communications** – The purpose of these communications is to disseminate strategic information to VITA audiences as early as possible to provide a Program-wide context for tactical project information that will follow throughout the Program implementation. Examples of Program-level communications include the following:
  - Program initiation announcement
  - Program objectives, scope, and business drivers
  - Program timelines and schedules
  - Sponsor approval of major deliverables
- **Project-level Communications** – The purpose of these communications is to disseminate tactical project information throughout the Program to all impacted audiences so that they will be aware of project events and their role in preparing for these events. Examples of project-level communications include the following:
  - Status reports
  - Meeting notices
  - Program announcement
  - Completion of major milestones
  - Submission of project deliverables
  - Project implementation schedules
  - Shutdown notices
  - Pre-implementation outage notices
  - Implementation cutover status

- Post-implementation recaps and acknowledgement

Key Audiences

The target audiences for communication will be segmented to ensure that the appropriate message is communicated to the right parties at the right time. These segments include executive sponsors, sustaining sponsors, management, and all employees. These target audiences, will be identified as defined, will ensure that each group receives accurate and prioritized communications. Below is a preliminary list of potential key stakeholders (this list is fluid and additional stakeholder groups will be added once identified):

- External VITA Audiences
- Internal VITA Audiences

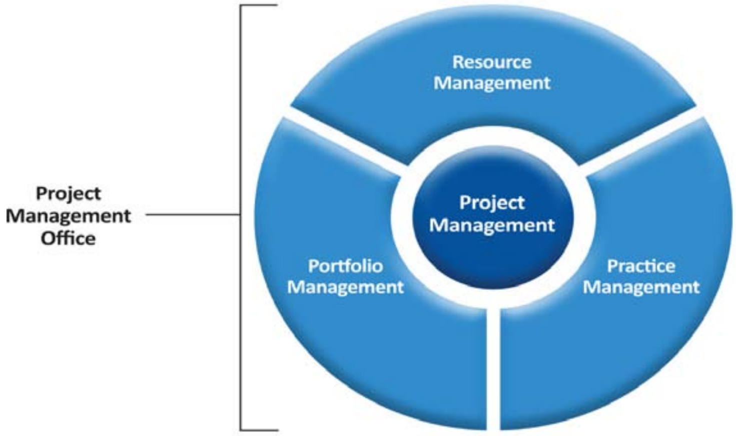
Communication Vehicles

In order to deliver messages to a wide-ranging audience, a number of communication vehicles may be used. For each communication, the best approach will be considered for that particular audience. Below are some examples of potential communication vehicles that will be used by the project team:

- E-mail
- Standard Meetings
- Brown bag sessions
- Tele/Video-Conference
- Standard facility newsletters
- Postings in visible areas
- Electronic Vehicles
  - On-line bulletin accessed through the Intranet
  - WebEx or Go To Meeting
  - Computer log-on dashboard
  - Computer-based training (CBT)
    - Document repository for project staff

- FAQ documents

The governance approach and project plan for this initiative will be driven by CapTech's overall Program Management Office (PMO) methodology:



Practice Management provides the foundation for project management support and focuses on Project Delivery (PMM, SDLC), Project/Program Reporting, and Project Governance.

Resource Management enables management of resource capacity and builds capability within people and focuses on Resource Pool Management, Resource Assignment, and Resource Capability Building.

Portfolio Management interfaces between the business and the project management environment and provides executives support for governance of the project portfolio (when applicable).

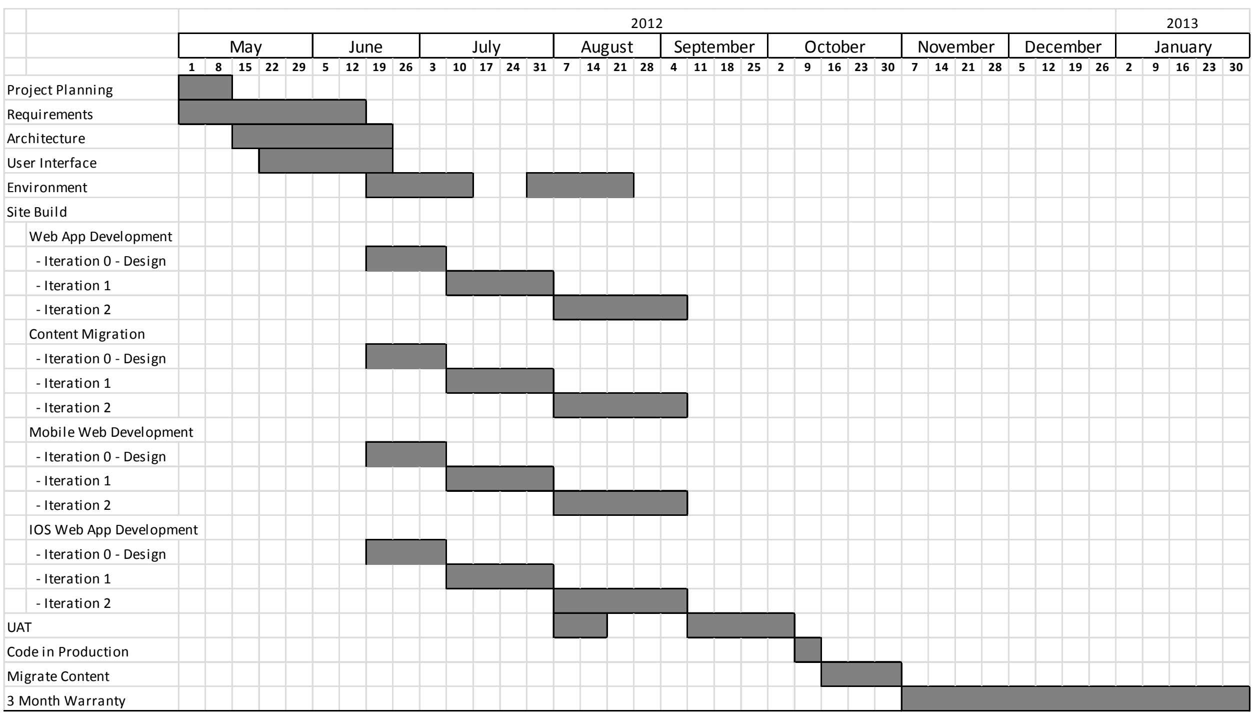
Section C – Governance – Requirement 6

Governance – Requirement 6
Does your solution include phased implementation? Please describe in detail.

CapTech reviewed a number of options for implementing the new Virginia.gov web site, and we determined that the most cost effective approach for the Commonwealth was to migrate and redesign the web site together in one phase instead of in a multi-phased rollout. This one-phase approach will reduce the overall time required to migrate the Virginia.gov web site onto a new platform.

CapTech proposes that the development effort is split into four concurrent threads of work – 1) redesign, 2) content migration, 3) mobile (HTML), and 4) mobile applications. This functionality would be implemented at the same time in order that all of the existing capabilities would be available for the first rollout. In addition, this release would go through a redesign to incorporate industry best practices for the user experience.

The proposed high level timeline for implementing the first release is shown below:



Following the initial release, CapTech will provide a 3 month warranty followed by a handoff of the site to the Operations and Maintenance vendor. CapTech will return to refresh or redesign the site annually to meet the changing needs of the Commonwealth and to update the site with the latest industry standards.

Section C – Governance – Requirement 7

Governance – Requirement 7
Will you provide a detailed implementation plan for the Virginia.gov web portal solution? If yes, please attach the full plan as an appendix to your proposal.

CapTech will provide and manage a detailed implementation plan for the Virginia.gov web portal solution. The implementation plan in the Appendix shows the major tasks for completing the initial release and following warranty period that will provide Virginia.gov with a replatformed solution that has all of the existing functionality plus a redesigned user interface. The more detailed project schedule will be created during the first two weeks of the project. The project schedule for Refresh and Redesign phases will be created at the beginning of those schedules once the scope for those releases has been finalized. Please *See Detailed MS Project Plan in Appendix Y which includes table of assumptions.*

Section C – Governance – Requirement 8

Governance – Requirement 8
Will you provide a plan to the VITA business owner of content changes to the portal? Please explain how approval will be obtained prior to production.

CapTech will involve the appropriate content owners while designing the updated user interface and obtain approvals of key stakeholders prior to implementation. In addition, the requirements phase will identify the content approval workflow that will be implemented as part of ongoing changes to the website. This content workflow will be executed every time that content is requested to be published to the live production website. This ensures that all live content is reviewed prior to publishing to the portal.

Section C – Governance – Requirement 9

Governance – Requirement 9
*Will you involve the VITA business owner in changes to the architecture? Please explain how approval will **be** obtained prior to production.*

During the project initiation phase CapTech will engage appropriate VITA personnel (including architecture, design, and business owner teams) to review and approve the proposed architecture. This will occur immediately upon completion of the architecture and before the first iteration of development is complete.

Section C – Governance – Requirement 10

Governance – Requirement 10
Will you provide monthly detailed reports of the work done on and changes to the portal? If yes, please describe and provide a sample of a monthly report.

We understand the requirement that the selected vendor provide monthly Project Status Meetings, beginning with the final approval of the Project Plan. CapTech acknowledges that additional meetings may be held as requested by either VITA or the selected partner.

CapTech will schedule and hold Project Status meetings monthly beginning with the final approval of the Project Plan. To facilitate these meetings, CapTech will develop a Project Status report with the key status information along tracked metrics to including red-light / green-light notifications for quick recognition on program progress. In addition, the stakeholder team will be consulted to add information key for their reporting needs. CapTech will cover the timeline status, any outstanding risks and issues, open action items, key accomplishments, and coming next steps among other key information.

CapTech's methodology focuses on regular and transparent communication of all project cycles so that open items, risks, and issues are promptly identified and acted on for quick resolution and minimal project impact. These status meetings will serves as the primary regular check-in for the team, however CapTech will also be providing regular updates as warranted and advocates broader communication to the VITA staff and stakeholders to confirm everyone is participating in the project updates periodically.

Section C – Governance – Requirement 11

Governance – Requirement 11
Will you provide an approval workflow to VITA for changes to the portal? Please describe.

As part of the requirements gathering phase of the project, CapTech will work with VITA to develop workflow requirements that will drive and govern content updates to the portal after implementation. Core functionality that is inherent to Sitecore is the ability to define and apply content management workflow that allows for automated workflow that can account for content contributors, content editors, content editors, and content publishers. The processes can be defined and implemented with as few or as many layers as needed to be effective within the given organization.

Section C – Governance – Requirement 12

Governance – Requirement 12
Will you utilize project management tools in your solution? If yes, explain what tools you will use.

CapTech will utilize Microsoft Project and other Microsoft Office tools to manage the delivery of the solution.

Section C – Governance – Requirement 13

Governance – Requirement 13
Will you define criteria for successful completion of planned deliverables?

CapTech will define the criteria by which deliverables will be measured for completeness and acceptance. These criteria, along with entrance and exit criteria for each phase will be important guidelines for project success. CapTech will plan for and execute key deliverable reviews with VITA stakeholders throughout the project. During these reviews, deliverables will be evaluated against the defined criteria in order to achieve sign off.

Section C – Governance – Requirement 14

Governance – Requirement 14
Will you utilize a standard process for change management? If yes, please explain the process.

CapTech will develop a Change Control Plan that will be tightly integrated with the Scope and project plan and will serve the following:

- To describe procedures to identify scope changes and how these changes will be managed;
- To describe the change control system to track the change requests;
- To show required activities to implement the changes.

CapTech feels that a disciplined change control approach is paramount to managing the inevitable change that occurs within a project of this magnitude.

CapTech plans to satisfy the Change Control Plan by following the six steps below:

1. Submit written Change Request (CR). If the procedures do not exist, CapTech will create them to identify change requests to the project scope.
2. Review CRs and approve or reject for further analysis.
3. If approved, perform analysis and develop a recommendation.
4. Accept or reject the recommendation
5. If accepted, update project documents and re-plan and adjust project plan as necessary
6. Notify all stakeholders of the change.

The six-step process is important for reviewing and approving all changes to the project in advance, to coordinate all changes across the entire project, and to notify all stakeholders of approved changes to the project. The change control plan will include the following:

- Change Management Process
- Change Management Process Definition
- Change Management Plan Signatures
- Change Management Request Log
- Change Request Log

Section C – Governance – Requirement 15

Governance – Requirement 15
Does your solution provide the ability to create customizable reports from current and historical statistics?

Sitecore provides a robust reporting mechanism that includes out of the box reports as well as the ability to create customized reports. Additional detail on reporting can be found in Section A – Technology – Requirement 7.

Section C – Governance – Requirement 16

Governance – Requirement 16
Does your solution provide the ability to create and monitor individual page conversion goals?

Sitecore provides the functionality that meets this requirement.

Section C – Governance – Requirement 17

Governance – Requirement 17
Does supplier include back-up and failover capability as part of its project plan?

The requirements phase will identify any key non-functional requirements such as those related to failover an recovery and the defined architecture be designed to meet those requirements. CapTech has extensive experience designing highly available websites in complex disaster recovery environments including active/active configurations within and across data centers as well as active/passive configurations.

CapTech will advise VITA on appropriate backup and recovery techniques for the proposed architecture.

Section D – Content and Functionality- Requirement 1

Content and Functionality – Requirement 1
Does your solution provide the ability to utilize community engagement features such as polls, ratings, surveys, blogs, user-submitted content (photos, reviews etc) and/or wikis on the portal? If yes, please describe in detail and include information on how citizens participate, the process by which submitted content is reviewed/published, and how government entities can provide authoritative, assistive content through this solution.

Sitecore completely supports the adding on of Web 2.0 functionality to sites under management. Sitecore offers web 2.0 modules to assist our customers in bringing their sites up to Web 2.0 standards. Sitecore currently has the following modules available: Sitecore Blog, Sitecore Polls, and the Sitecore Newsletter. Sitecore also provides integration with YetAnotherForum, the most feature-rich open-source forum available.

Sitecore can also be integrated with many of the common 3rd party applications available, and is used by several corporations today, thus providing the “best of breed” approach that has worked very successfully with Sitecore’s Fortune 100 customers.

Section D – Content and Functionality- Requirement 2

Content and Functionality – Requirement 2
Does your solution display news feeds? If yes, how can they be displayed, and how are they obtained?

An RSS module is available from Sitecore for free. It’s easily configurable and provides syndication of any content to the users. The users may then subscribe to one or more feeds that they find interesting. The module supports static as well as dynamic feeds, where the static feed updates only on Publish, preserving resources, and the dynamic feed updates upon a request from the user.

An additional RSS Module allows you to create your own RSS streams. Sitecore RSS module allows you to easily syndicate your content providing RSS feeds to end users. All you need to do is install the RSS module and create one or more RSS feeds syndicating the specific content branch, single site or the whole Sitecore solution and then provide users with a feed link.

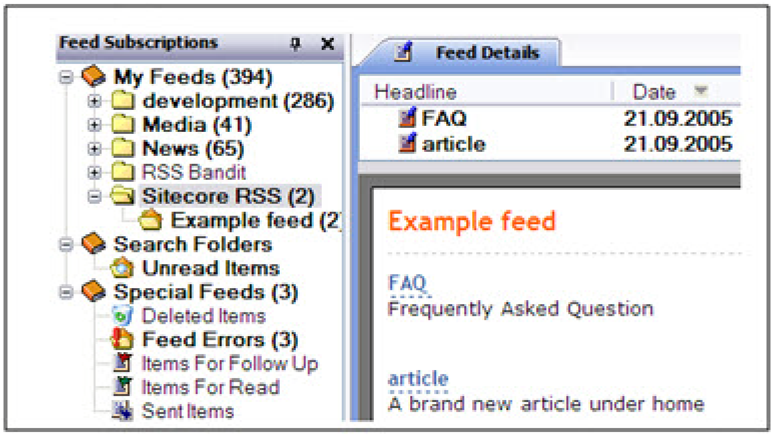


Image – RSS Manager

Section D – Content and Functionality- Requirement 3

Content and Functionality – Requirement 3
Does your solution provide the ability to prominently display alerts from government entities? If yes, please describe and provide examples, including how content is contributed and displayed.

There are multiple options for integration of government entity alerts, including the consumption of RSS feeds or the creation of specific content areas for displaying alerts. The UI design effort will accommodate the display of both COVA wide alerts as well as alerts that originate from specific entities. In the RSS model, each agency/entity will be responsible for creating and publishing a feed dedicated to alerts, and a section of the Virginia.gov site will be dedicated to displaying these alerts. This provides for a decentralized approach for creating and publishing alerts.

Alternatively, a unique content spot can be designed and created for displaying alerts. In this approach, each entity/agency would be responsible for creating/editing content within the new content management system and content would be published through the established content approval workflow.

Section D – Content and Functionality- Requirement 4

Content and Functionality – Requirement 4
Does your solution provide the ability to display general helpful information to the public? If yes, please describe and provide examples, including how content is contributed and displayed.

Sitecore provides the ability to break down your interactive presence into meaningful and reusable components. You can control how you present your Web site to your visitors (e.g. citizens, corporations and businesses looking to relocate). As a marketing leader responsible for this online channel, you can manage your site at a granular level. Perhaps just the words for a headline or the placement of pictures on a page need to be changed. With Sitecore, you have the flexibility to test, measure, and modify content at this detailed (or granular) level. You can manage content as it makes sense to you and your marketing team. Unlike many other WCM technologies, you do not need to revise the entire page when you need to tweak just a few items. Sitecore includes a complete Web-based editing and content management environment, tuned to the varied needs of your marketing team. Significantly, Sitecore shifts the responsibilities between the line-of business groups and the IT group within an organization. As the business users, you and your marketing team can now manage both the content and the context driving the interactive experiences over the Web. You no longer need to call in the Web design agencies or the IT experts each time you need to redesign templates, change the navigation, or add a new section to your Web site. Nevertheless, the IT group within your organization can maintain control, and can continue to centralize the technical operations of various Web sites.

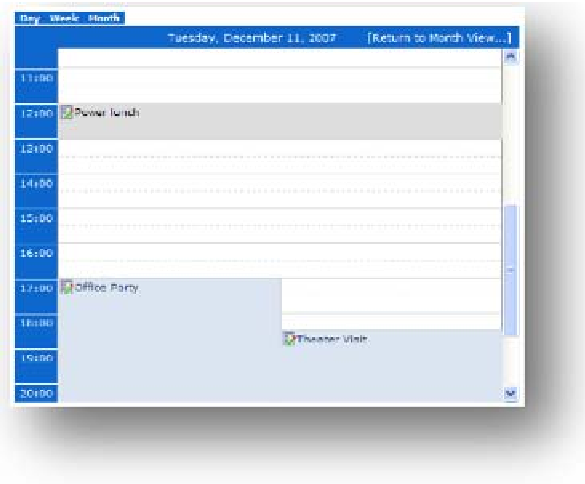
Section D – Content and Functionality- Requirement 5

Content and Functionality – Requirement 5
Does your solution offer any type of free subscription and/or notification opportunities for users (i.e. RSS feeds, calendar events, content updates)? If yes, please describe in detail and provide examples where possible.

Sitecore contains features that allow for content to be published as RSS feeds, allowing for end users to subscribe to those feeds and receive automatic updates when new content elements are published.

Sitecore has a calendar module that can be easily plugged into any Sitecore installation and ready for immediate use. The Sitecore Calendar module adds flexible and powerful calendaring capabilities to any Sitecore powered web site. The Sitecore Calendar module gives both administrators and editors a powerful tool with the ability to create dynamic and interactive calendars that suits any purpose, from organizing office parties, meetings and other internal events to marketing events scheduling and general event notices for public facing sites, the Sitecore Calendar module can do all of this and more. The Calendar module also enables you to create secured event listings, which can be displayed to select sets of users who will only see the list of events you want them to see.

The calendar module supports the Day, Week, and Month views for both read-only and read/write access to calendar events.


Day Week Month
Tuesday, December 11, 2007
[Return to Month View...]
Power lunch
Office Party
Theater Visit


Day Week Month
Sun, Dec 23, 2007
Mon, Dec 24, 2007
Tue, Dec 25, 2007
Wed, Dec 26, 2007
Thu, Dec 27, 2007
Fri, Dec 28, 2007
Sat, Dec 29, 2007
Advanced Developer
Administrator Training
End User Training


December 2007

Section D – Content and Functionality- Requirement 6

Content and Functionality – Requirement 6
Does your solution include a prominent display of online services provided by Virginia government? If yes, please provide ideas of how the content could be displayed. Detail the selection and display process and user experience using the solution.

The requirements gathering phase will capture any requirements for displaying the various online services provided by Virginia government. As part of the UI design comp phase, CapTech will provide a number of options for how these services could be displayed, including but not limited to a mapping solution similar to currently in place or calendaring support for upcoming events. CapTech will work with VITA personnel to identify the appropriate display of these services and provide options for implementation.

Section D – Content and Functionality- Requirement 7

Content and Functionality – Requirement 7
Does your solution provide citizens with a vehicle to report government problems to government? If yes, please describe in detail, including resources needed from government to implement and notification process for government business owners impacted by citizen reporting.

CapTech acknowledges COVAs significant investment in Microsoft Dynamics CRM leveraged as a customer and case management system as well as a custom application development platform. One option for implementing citizen reporting of issues and problems to the government would be to create a web form that captures required information and passes the information to a customized xRM application to create a case and kick-off a workflow. The workflow could then be designed to notify and route to the appropriate department or agency for follow-up and fulfillment. The CRM/xRM development is out of scope for this proposal but could be considered as an add-on for future work.

Section D – Content and Functionality- Requirement 8

Content and Functionality – Requirement 8
Does your solution provide a dynamic home page presence? If yes, what content is dynamic and how often/by what process is it refreshed?

CapTech acknowledges COVAs significant investment in Microsoft Dynamics CRM leveraged as a customer and case management system as well as a custom application development platform. One option for implementing citizen reporting of issues and problems to the government would be to create a web form that captures required information and passes the information to a customized xRM application to create a case and kick-off a workflow. The workflow could then be designed to notify and route to the appropriate department or agency for follow-up and fulfillment. The CRM/xRM development is out of scope for this proposal but could be considered as an add-on for future work.

Section D – Content and Functionality- Requirement 9

Content and Functionality – Requirement 9
Does your solution employ standard graphic, non-verbal icons to assist users in finding and accessing government services? If yes, please describe and provide examples where possible.

Icons are an important topic that is commonplace in productivity software or websites when the intent or purpose of the user is well-known. When dealing with a very broad audience, icons can have the opposite of the intended effect by confusing the user with a graphic that does not apply. During the UI design phase, CapTech will leverage the captured requirements to identify and propose icons that are applicable for the general public while aiding the overall website experience.

Section D – Content and Functionality- Requirement 10

Content and Functionality – Requirement 10
Does your solution have the ability to utilize agency-branded and provided icons/images to identify content origin?

Third-party images can be incorporated in one of two ways: by referencing the image hosted on a separate site, or uploading and attaching the third-party image into the CMS. Both have their drawbacks in that governance is difficult to maintain when the image is hosted externally, while a duplication of a third-party image within the CMS implies undesired redundancy when the images need to be updated. CapTech will advise VITA on the appropriate distributed graphics approach based off the agency's requirements.

Section D – Content and Functionality- Requirement 11

Content and Functionality – Requirement 11
Does your solution have the ability to aggregate social media content onto the portal from multiple agencies without losing site performance? If yes, please describe and provide examples.

Social Connector is a tool in the Sitecore Social Connected module that allows visitors to log in to the website with their social network credentials. Sitecore does not get access to the visitor's credentials; it uses the API to communicate with the social network. The Social Connector supports Facebook, Twitter, LinkedIn, and Google+.

When a visitor logs in with their social network credentials or connects their existing profile to the social network profile, the Sitecore Social Connected module receives all the information from the visitor's profile that the visitor has allowed the social network to share. This information is saved in the user profile on the website.

Section D – Content and Functionality- Requirement 12

Content and Functionality – Requirement 12
Does the portal solution provide a calendar of government-sponsored events and programs and capability to view previous calendar entries? If yes, describe the calendaring applications proposed within your solution including method by which government entities and/or citizens can contribute content, and provide examples of similar applications deployed.

See description of Sitecore Calendaring capabilities in Section D – Requirement 5 as well as Appendix Z – Sitecore Calendar Module

Section D – Content and Functionality- Requirement 13

Content and Functionality – Requirement 13
Does your solution protect citizen/user-provided information? If yes, please explain how your solution will protect the information. Describe your approach and tools used, including details by category.

Security and authentication are important elements of any web project, and every company has their own methods for controlling security. Sitecore offers tremendous flexibility when it comes to security integration, including out of the box Active Directory integration, as well as the ability to plug in any third party authorization and authentication modules.

Section D – Content and Functionality- Requirement 14

Content and Functionality – Requirement 14
Do you propose freshening content at seasonal, timely and/or business driven intervals? If yes, please describe the solution's approach.

CapTech recommends updating content at a variety of different intervals. In addition to the suggested events (seasonal, timely, business driven) there may be changes introduced due to positive news and/or press releases, sporting, or historical events. All of these can be planned for as part of an ongoing site governance and maintenance schedule and incorporated into Sitecore’s content publishing schedule.

Section D – Content and Functionality- Requirement 15

Content and Functionality – Requirement 15
Do you propose complete redesigns within your solution? If yes, at what time intervals?

Our proposal includes one site redesign as part of the initial implementation on Sitecore. The Virginia.gov website will roll out on Sitecore with a newly redesigned look and feel. CapTech recommends future site redesigns in the 9-12 month interval. This timeline provides a balance between a constantly changing site that maintains little continuity on repeat visits, and a site that changes so infrequently that visitors question whether the content is dated.

Section D – Content and Functionality- Requirement 16

Content and Functionality – Requirement 16
Does your solution provide language translations? If yes, please describe, including how and which languages are included.

Multi-language management is a cornerstone to the Sitecore architecture, and is integrated into all aspects of content and site management. Sitecore supports content deployment across many clustered delivery servers, and can scale to an unlimited number of servers to serve any number of pages and users – in any number of languages.

In addition Sitecore integrates with Clay Tablet, a powerful translation assisting application that can simplify the management of the translation lifecycle.

Image – Multilingual Support

It is possible to localize the “back end” should that become necessary in the future. An editor’s login mandates which language set is presented.

Section E – Customer Service – Requirement 1

Customer Service – Requirement 1
Will your solution provide customer service and support for portal visitors? If yes, please describe all proposed customer service tools within your solution.

CapTech will provide a Customer Service solution that gives users a number of options for obtaining help during their visits on the site.

- **Chat** – CapTech will implement a capability to allow users to chat with a Customer Service representative to get an answer to their questions. Users can select from a variety of different agencies to get Customer Service representatives who are more knowledgeable about the specific question.
- **Web Message** – CapTech will allow users to submit questions via an online form that will be submitted to a Customer Service representative. Note that as a part of this project, CapTech will provide an option to submit these messages to the Governor’s

Office and integrate with Microsoft Dynamics CRM to allow them to manage the responses.

- **Online Help** – CapTech will create online help to provide users with guidance as to how to navigate through the site. We will work with VITA to determine if there is any Agency-specific information that would be helpful to display on the site to assist users.
- **Technical Support** – CapTech will provide technical support for a three month warranty period after the release of the site. If there are any technical questions about the site that arise during this support period, CapTech will address the questions within the defined SLA period.

As a part of the base solution, CapTech will not provide primary Customer Service support to manage the requests submitted by users. It is expected that Virginia will be better served to have Customer Service representatives manage these interactions directly. However, CapTech has provided an optional service to this proposal to be the initial point of contact to manage and distribute the customer service messages submitted via the Virginia.gov web site.

Section E – Customer Service – Requirement 2

Customer Service – Requirement 2
Does the portal solution provide support for users encountering problems with the portal site? If yes, please describe how users will report such problems and the types of support they would receive.

As described above, users will be able to ask questions via Chat, submitting a question via a web page, and reviewing online help. A Customer Service representative will review questions from users and either answer them directly or forward them to the appropriate resource. CapTech will provide technical support during the three month warranty period, or, if VITA chooses, CapTech can provide the initial Customer Service role to manage and forward the questions to the appropriate agency representative.

Section E – Customer Service – Requirement 3

Customer Service – Requirement 3
Will your solution provide customer service and support for portal visitors unfamiliar with the structure of VA government? If yes, please describe how users will report such problems and the types of support they would receive.

As described above, users will be able to ask questions via Chat, submitting a question via a web page, and reviewing online help. A Customer Service representative will review the questions and either answer them directly or forward them to an appropriate resource. Users will also be able to access online help through web pages that describe the function of each agency as well as provide additional helpful information.

Section E – Customer Service – Requirement 4

Customer Service – Requirement 4
Does your customer service solution accommodate different types of support requests in addition to those described in the questions above? If yes, please describe.

As a part of the base solution, CapTech will not provide primary Customer Service support to manage the requests submitted by users. It is expected that Virginia will be better served to have Customer Service representatives manage these interactions directly. However, CapTech has provided an optional service to this proposal to be the initial point of contact to manage and distribute the customer service messages submitted via the Virginia.gov web site.

Section E – Customer Service – Requirement 5

Customer Service – Requirement 5
Does your search solution support customer service? If yes, please describe.

As a part of the base solution, CapTech will not provide primary Customer Service support to manage the requests submitted by users. It is expected that Virginia will be better served to have Customer Service representatives manage these interactions directly. However, CapTech has provided an optional service to this proposal to be the initial point of contact to manage and distribute the customer service messages submitted via the Virginia.gov web site.

Section E – Customer Service – Requirement 6

Customer Service – Requirement 6
Will you provide different types of services at different time intervals? Please explain.

If VITA selects this optional service, CapTech will monitor the Customer Service channels (chat, email) during regular business hours (8AM-5PM) five days per week. CapTech is open to providing an option to extend these hours during peak times or if VITA determines it is necessary.

Section E – Customer Service – Requirement 7

Customer Service – Requirement 7
Will you provide a customer survey following a service request?

For all Customer Service interactions described above, CapTech will display a link and instructions for users to fill out a survey to provide feedback on their interactions with the Virginia.gov website. During the analysis and design phase of this project, CapTech will coordinate with VITA to determine the best way to disseminate the results of these surveys.

Section E – Customer Service – Requirement 8

Customer Service – Requirement 8
Will you establish standards for and reporting of quality and successful completion of support requests? If yes, please describe those standards.

CapTech will report on the results of its Customer Service interactions with web site users and compare those results to the SLAs in place. CapTech will also report on the total number of chat sessions and questions submitted through the web site to help VITA manage and project the future Customer Service volumes. Virginia agencies that provide Customer Service support for Virginia.gov users will provide their own reporting to document the results.

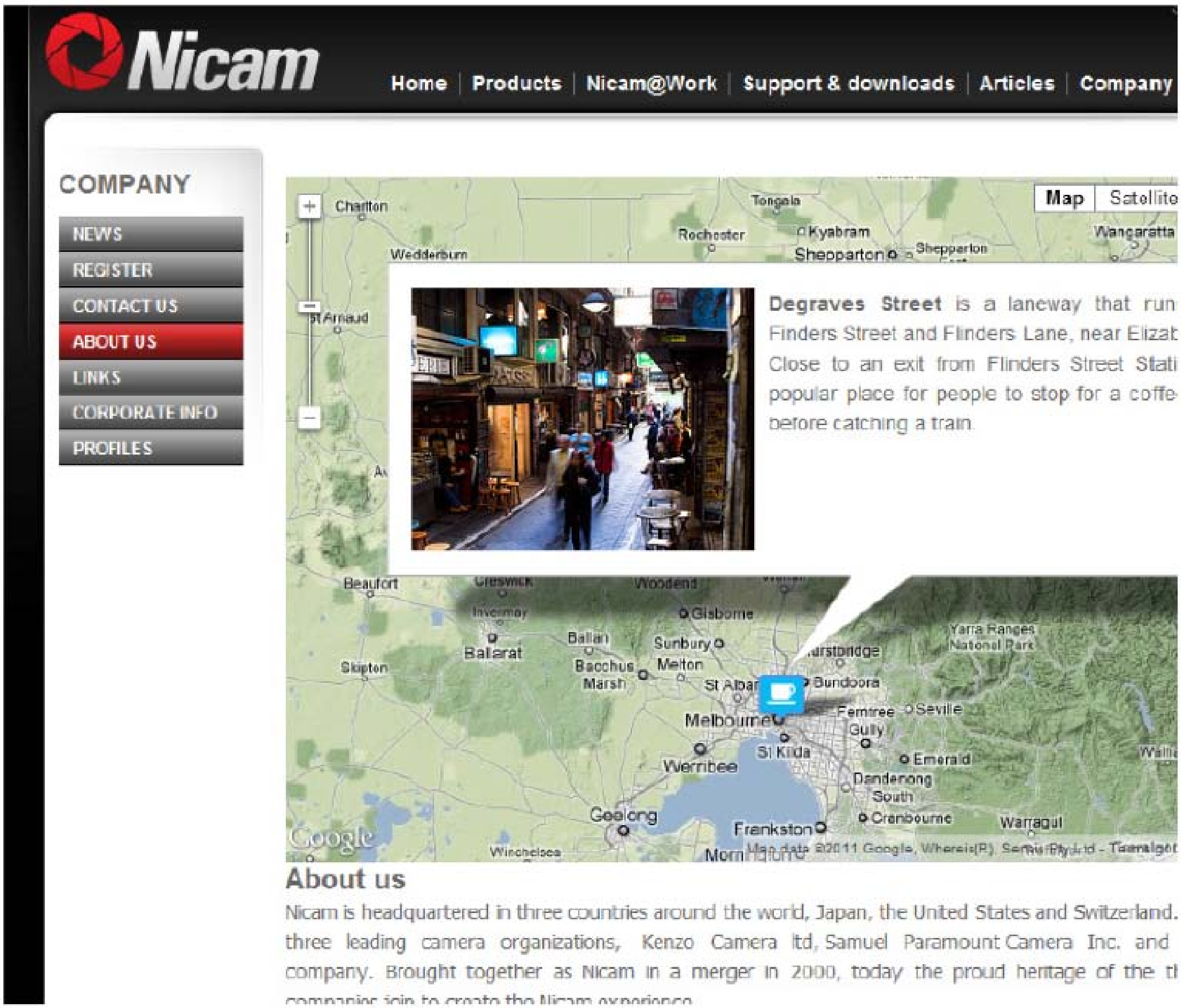
Section F – Mapping – Requirement 1

Mapping – Requirement 1
Are you offering a mapping solution? If yes, please describe your mapping solution and provide relevant examples.

CapTech will provide integration with Google Maps for displaying pin-level information on various state services. Sitecore provides integration with Google Maps via APIs available with the Google Maps Module. This module is available on Sitecore Developer Network and is described in detail in Appendix Z.

This module allows addition of custom maps to a Sitecore project to display office locations, tour stops or similar points of interest. It integrates the Google Maps API with Sitecore and currently supports the following:

- Add markers, lines and polygons
- Add info windows to markers and polygons
- Use custom icons for markers
- User friendly administration interface
- Fully customize the map (enable or disable any control, set maximum and minimum zoom level)
- Flexible and extensible - use a custom Sub layout to match the requirement of your project without having to rebuild the module
- Rely on the current version 3 of the Google Maps JavaScript API



Section F – Mapping – Requirement 2

Mapping – Requirement 2
Does your solution support standards-based XML web mapping services?

Custom .NET code can be developed to serialize and expose Web Map Service (WMS) data from a GIS service provider for consumption by end users.

Section F – Mapping – Requirement 3

Mapping – Requirement 3
Does your solution display content from platforms such as Google Maps, Bing Maps, MapQuest, Yahoo, or ESRI maps?

Solution will leverage Google Maps for integration of maps within the platform. Maps can be configured to be available on authoring templates such that maps can be tagged to be included when content is published. In addition, publicly available map content available on Google can be integrated with the mapping engine via XML, JSON, or other transport data formats.

Section F – Mapping – Requirement 4

Mapping – Requirement 4
Can local and state government contribute mapping content to the portal? Describe how your solution will integrate the mapping content.

Any external agency can contribute content to be consumed by the Portal by providing a web-accessible endpoint that returns XML according to a pre-defined format. Custom code can then be written to parse the data and populate in the mapping solution.

Section F – Mapping – Requirement 5

Mapping – Requirement 5
Portal user location information will be identified to streamline search and query content relative to their general location. Can your solution access user locations? If yes, please describe how you will achieve this.

Any external agency can contribute content to be consumed by the Portal by providing a web-accessible endpoint that returns XML according to a pre-defined format. Custom code can then be written to parse the data and populate in the mapping solution.

Section F – Mapping – Requirement 6

Mapping – Requirement 6
Does your solution support mobile mapping environments, such as iOS, Android and Windows? Describe all mobile mapping environments that you support.

CapTech's optional mobile offering can support mobile mapping environments from all major mobile vendor environments (iOS, Andriod, and Windows). The mobile implementation is an optional feature of this proposal.

Appendices –

Appendix X – Overview of User Experience Approach and Activities

Below is an outline of CapTech's approach to various User Experience activities that bears relevance to this project:

1. **Stakeholder Interviews** – CapTech conducts interviews with users and stakeholders in order to develop a thorough understanding the target audience, their typical tasks, and their specific constraints. CapTech will typically develop a standard questionnaire in order to create consistency during the interview process. The findings produced from stakeholder interviews will be used to inform the development of scenarios for usability testing and facets for closed card sorting. Additionally results from the interview will be included in the final report delivered to the Authorized User.

   Methodology:

   Sample of questions for stakeholder interviews:

   1. Describe your role in terms of your experience and background?
   2. How often do you use the current system?
   3. What are the most common tasks that you perform with the system?
   4. What are the most critical tasks that you perform with the system?
   5. Can you tell me about specific parts of the current application that hinder you from effectively performing those critical tasks?
   6. If you could improve one thing about the current system, what would that be?

   Sample of survey questions:

   1. My interaction with this application is clear and understandable.
   2. I find it easy to get this application to do what I want it to do.
   3. Interacting with this application does not require a lot of mental effort.
   4. I find this application to be easy to use.

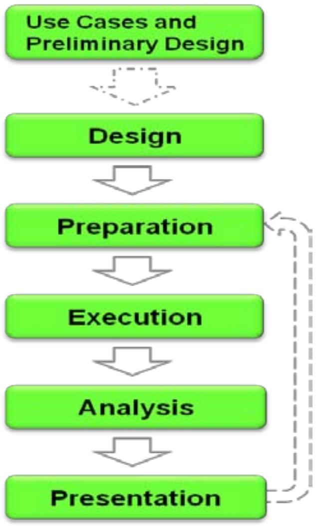
5. Using this application would increase my productivity.
6. Using this application would enhance my effectiveness.
7. This application would be useful to me.
8. I plan on using this application.
9. I would use this application frequently.
10. I would use this application to complete my tasks.

2. **Baseline Usability Test -** As a replacement system is currently being designed, a baseline usability analysis of the current system is imperative in the validation of any improvements made. This analysis will alert the project team to unmet needs and inefficiencies in the current process that can be mitigated in the new design. Baseline metrics of the current system can also be compared against the new system to provide solid ROI statistics.

Methodology:

For Usability evaluations, CapTech employs a repeatable and evolving methodology that fits within (and parallel to) most traditional waterfall and agile processes. Below is a brief explanation of the steps involved in the phases of a Usability Evaluation

- **Inputs** – Each Usability Evaluation requires business requirements and a preliminary design to set up an appropriate protocol.
- **Design** – During the design phase of a Usability evaluation, the investigator will construct a scenario set, based on the business requirements, upon which to test the preliminary interface design. The output of this phase is a Usability Test Plan.
- **Preparation** – With the basic protocol laid out in the Test Plan, preparations for the actual Usability Evaluation can commence. Tasks include, identifying a room, equipment, and participants



for the evaluation. Preparation should also include a pilot test several days prior to the evaluation.

- **Execution** – The actual execution of a Usability Evaluation typically has a very finite duration of one or two days depending on the number of participants.
- **Analysis** – Following test execution, the investigator will proceed to compile and analyze the data that was collected. For a list of possible metrics and data that can be collected, please refer to Section 4.
- **Presentation** – Data analysis should result in a presentation given to the project team outlining the data, observations, and recommendations coming from the Usability Evaluation. Additionally, the investigator should compile all results into a section in the Usability Test Plan delivering that to the client as a final document of record.

A standard set of quantitative test metrics will be used for this Usability Evaluation. Keeping these metrics consistent across multiple iterations of usability testing will allow the investigators to make confident assertions about improvements in usability from one design to the next. Additionally, several qualitative measurements will be collected to augment the quantitative findings, which will give insight to findings that are valuable but hard to measure numerically.

Quantitative Metrics

Success

- Description: Was the task completed successfully according to the success criteria?
- Quantifiable metric: Ordinal scale (success (2) / partial success (1) / failure (0)) according to the success criteria.

Duration

- Description: How long did it take the user to complete the task?
- Quantifiable metric: Duration in minutes and seconds

NOTE: Please remember to have a stopwatch during the evaluation.

Errors

- Description: Times the user makes an erroneous action in the system and must correct.
- Quantifiable metric: Number of times the user needs to backtrack and correct an action.

Excursions

- Description: Did the user leave the application being evaluated to complete the task?
- Quantifiable metric: Number of times the user switches to another application in order to complete the task given.

Interventions

- Description: Did the evaluator have to step in and help the user complete the task?
- Quantifiable metric: Number of times the user becomes “stuck” to the point that, as a last resort, the evaluator must provide assistance to proceed.

Subjective Ease

- Description: The user’s own estimation of how difficult a task was to complete.

- Quantifiable metric: User's own estimation (on a scale of 5 with 1 being very easy and 5 being very hard) of how difficult a task was to complete immediately after performing it.

Qualitative Metrics

Various methods for qualitative measurement will be employed to include the following:

- **Observation Sheet** – various notes about each user's behavior and comments will be taken by the facilitator and observer. Many of these observations will validate and explain quantitative findings taken concurrently.
- **Video** – video of the user's face will offer some insight into their reaction to the interface and the tasks they are asked to complete.
- **Sound** – sound recording will capture the user's comments, thoughts, and opinions during the evaluation. These recordings often capture more than the investigator is able to record on their observation sheet and offer valuable insights into the user experience.
- **Screen Capture** – everything that occurs on the screen will be recorded with the aforementioned sound and video embedded alongside it. The screen capture will be the artifact of record for what occurred during the evaluation and will serve to validate all other metrics taken.
- **Survey** – surveys will be taken before and after to assess the user's' background, perceptions, and opinions of the system. This will provide a subject measure of the user's' experience with the system that is strongly predictive of future adoption and use.

Usability allows projects to mitigate risk by identifying potential design flaws before a system is deployed. This eliminates rework as well as reducing need for training. More intuitive systems also augment adoption rates by reducing the perceived effort to starting using it.

As an example of CapTech's previous experience with conducting a usability study on a web application, overall we were able to realize and verify a 71% improvement in the time it took to perform common tasks on the respective application, with an average success rate of 95%.

Through six rounds of Usability evaluations, design issues were identified, remedied, and the improvement verified through subsequent rounds. This iterative "design then test" process allowed the homepage to "evolve" into its current form. These improvements were tracked and verified using quantitative metrics taken throughout every round of evaluations.

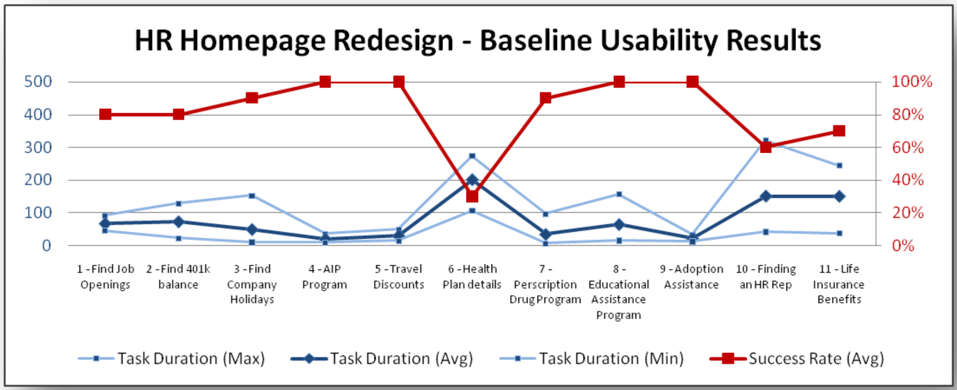


Figure 1: Results from a baseline usability test

Average task duration and success were important metrics for user efficiency because they speak to the users' ability to actually complete a task in a reasonable amount of time. These results suggest a very high degree of likelihood of successful use and adoption of the application's homepage by its customers.

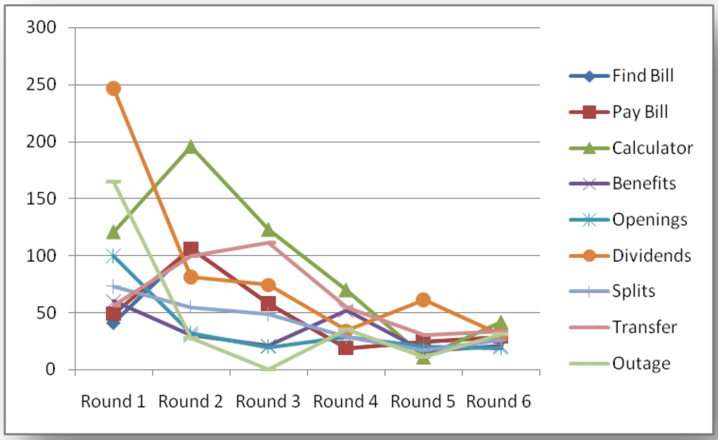
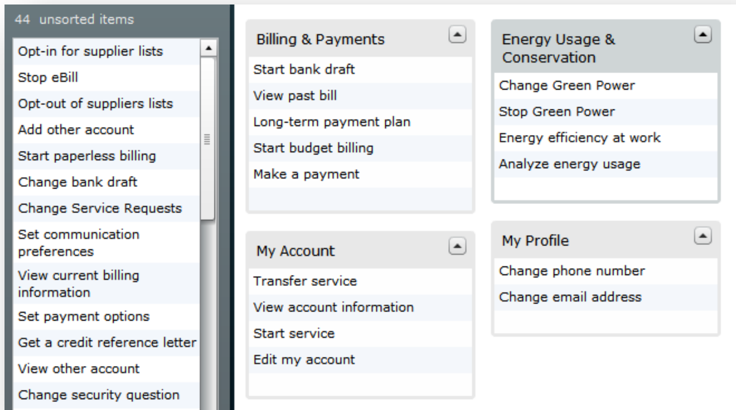


Figure 2: Usability study results after 6 rounds of testing

3. **Closed-Card Sort –** CapTech will utilize the content/functional inventory developed in the first phase of the project to setup a closed card sort that will be conducted with participant's representative of the systems' user population. Findings will be presented to the client upon completion of the card sort and then factored into the updated wireframes talked about in more detail below.

Methodology:

An effective card sort assists CapTech by defining a categorization agreement that is representative of end user's first attempt to find content with the provided navigational choices.



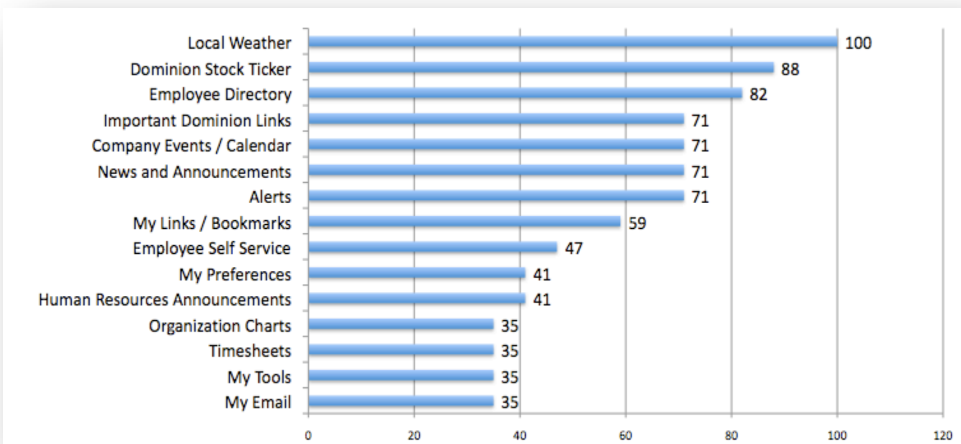


Figure 4: Example of results from a closed card sort

Through the technique of card sorting, CapTech will create the goal of establishing the naming of categories and identification of items inside categories. The aggregate of this process will create a high-level site map structure and taxonomy through review of end user mental models.

To accomplish this high-level site hierarchy, CapTech will utilize an elegant card sorting application called WebSort.net. This tool will empower the RIMS Project Team to disseminate card-sorting studies to a targeted end user population through open and closed card sorts. At the end of closed card sorts, CapTech will review the heat map results of the card sorting exercises with the RIMS Project Team to manually adjust the findings and make changes accordingly.

This table shows the % of times each item was placed with every other item	Energy-saving tips	Energy conservation pro…	Compare your energy use	Energy efficiency at work	Analyze energy usage	Start Green Power	Stop Green Power	Change Green Power	View past usage	View meter data summa…	Enter meter reading	Change bank draft	Start paperless billing	Set billing options	Start bank draft	Set payment options	View a copy of your bill	Rebilling summary infor…	Stop eBill	View current bill	Set paym	V
Energy-saving tips	-	90	90	90	90	90	90	90	30	40	40		10									
Energy conservation progr…	90	-	100	100	100	80	80	80	30	40	50		10									
Compare your energy use	90	100	-	100	100	80	80	80	30	40	50		10									
Energy efficiency at work	90	100	100	-	100	80	80	80	30	40	50		10									
Analyze energy usage	90	100	100	100	-	80	80	80	30	40	50		10									
Start Green Power	90	80	80	80	80	-	100	100	30	50	30		10									
Stop Green Power	90	80	80	80	80	100	-	100	30	50	30		10									
Change Green Power	90	80	80	80	80	100	100	-	30	50	30		10									
View past usage	30	30	30	30	30	30	30	30	-	60	40	30	10	20	20	30	40	40	40	40	40	40
View meter data summar…	40	40	40	40	40	50	50	50	60	-	60	10	30			10	10	10	10	10	10	20
Enter meter reading	40	50	50	50	50	30	30	30	40	60	-	20	40	20	20	30	30	30	30	30	30	40
Change bank draft									30	10	20	-	50	50	80	70	60	60	60	60	60	50
Start paperless billing	10	10	10	10	10	10	10	10	10	30	40	50	-	60	70	80	70	70	70	70	70	60
Set billing options									20		20	50	60	-	70	70	80	80	80	80	80	70
Start bank draft									20		20	80	70	70	-	90	80	80	80	80	80	70
Set payment options									30	10	30	70	80	70	90	-	90	90	90	90	90	80
View a copy of your bill									40	10	30	60	70	80	80	90	-	100	100	100	100	90
Rebilling summary inform…									40	10	30	60	70	80	80	90	100	-	100	100	100	90

Figure 5: Example of a results page after completion of card sort

4. **Wireframe Development –** Wireframes can be developed subsequent to analysis, based on requirements and user stories collected, Usability tests of the current homepage, and Information architecture analysis of site content. Usability testing on wireframes will occur using paper or HTML prototypes. Findings from this testing will be delivered to the project team along with updated wireframes illustrating recommendations coming out the prior two rounds of usability testing and the card sorting results.

Figure 6: Examples of electronic and paper-based usability testing of wireframes

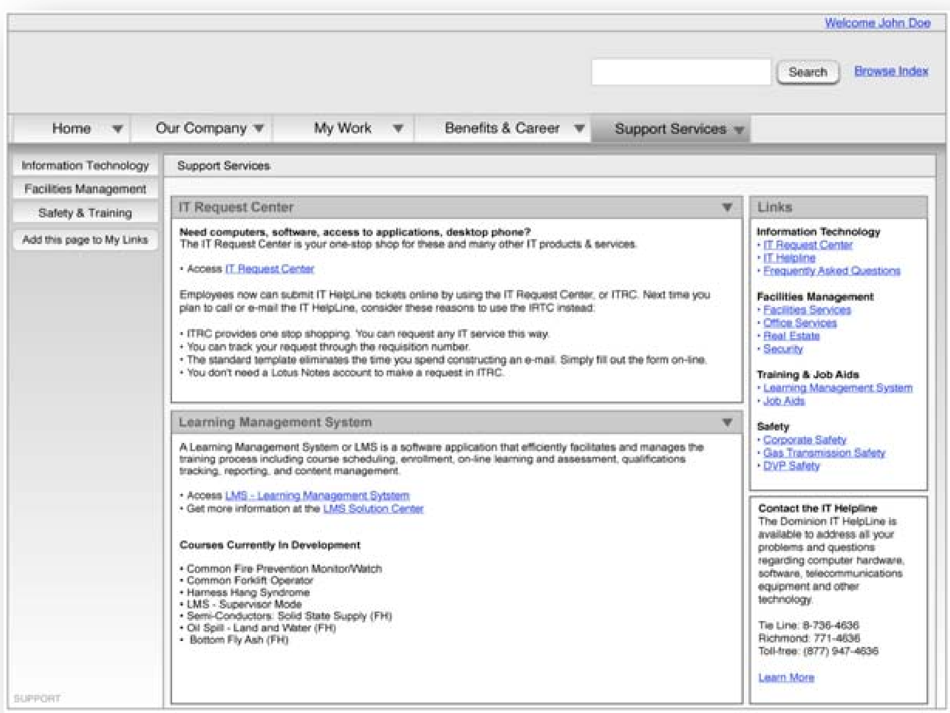


Figure 5: Example of high-fidelity wireframe

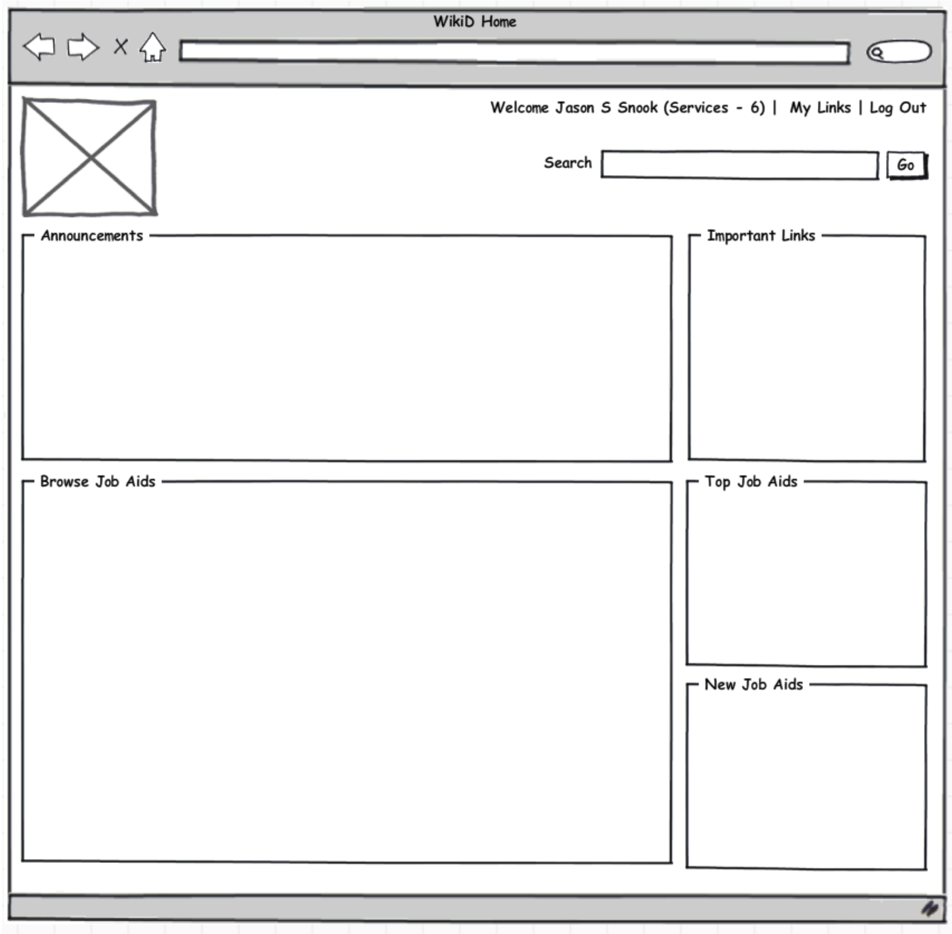


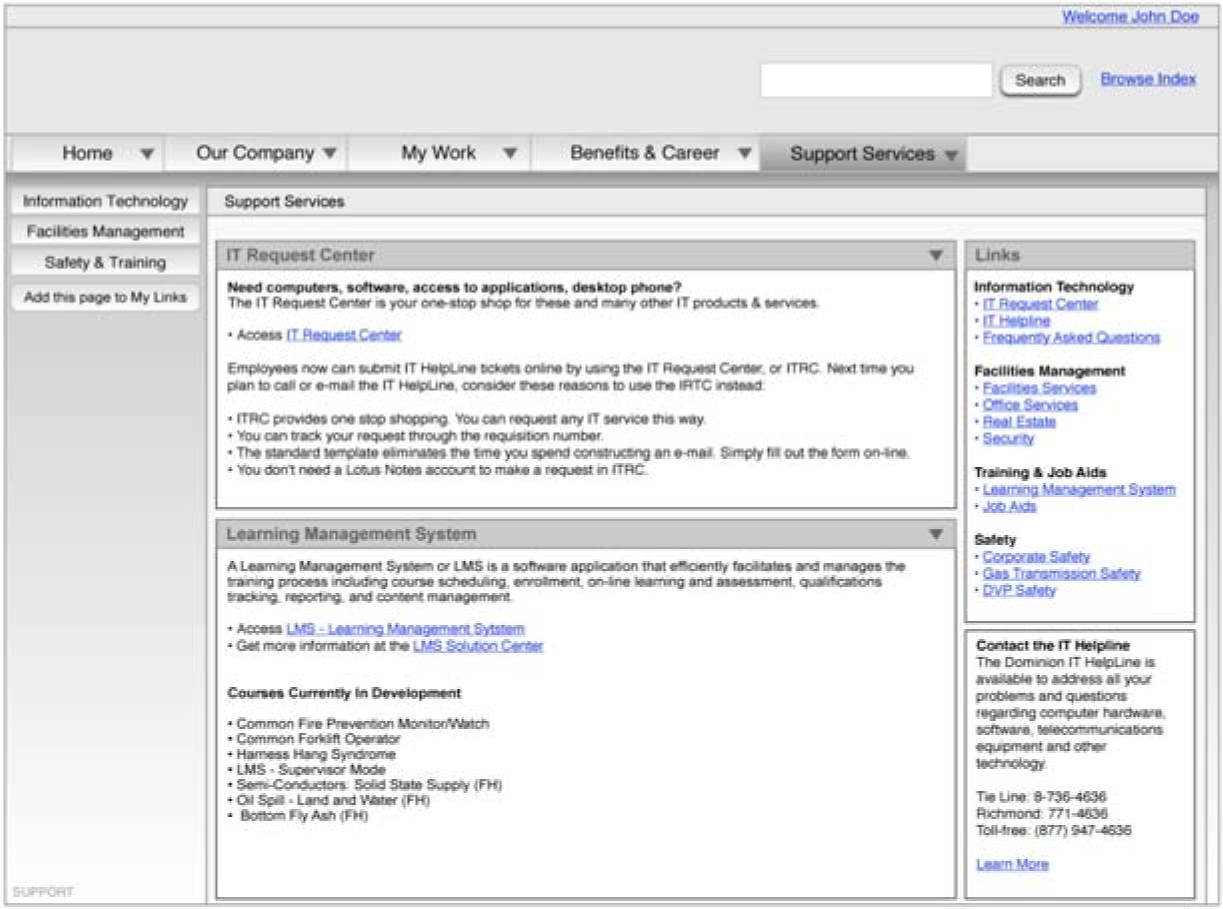
Figure 7: Example of low-fidelity wireframe

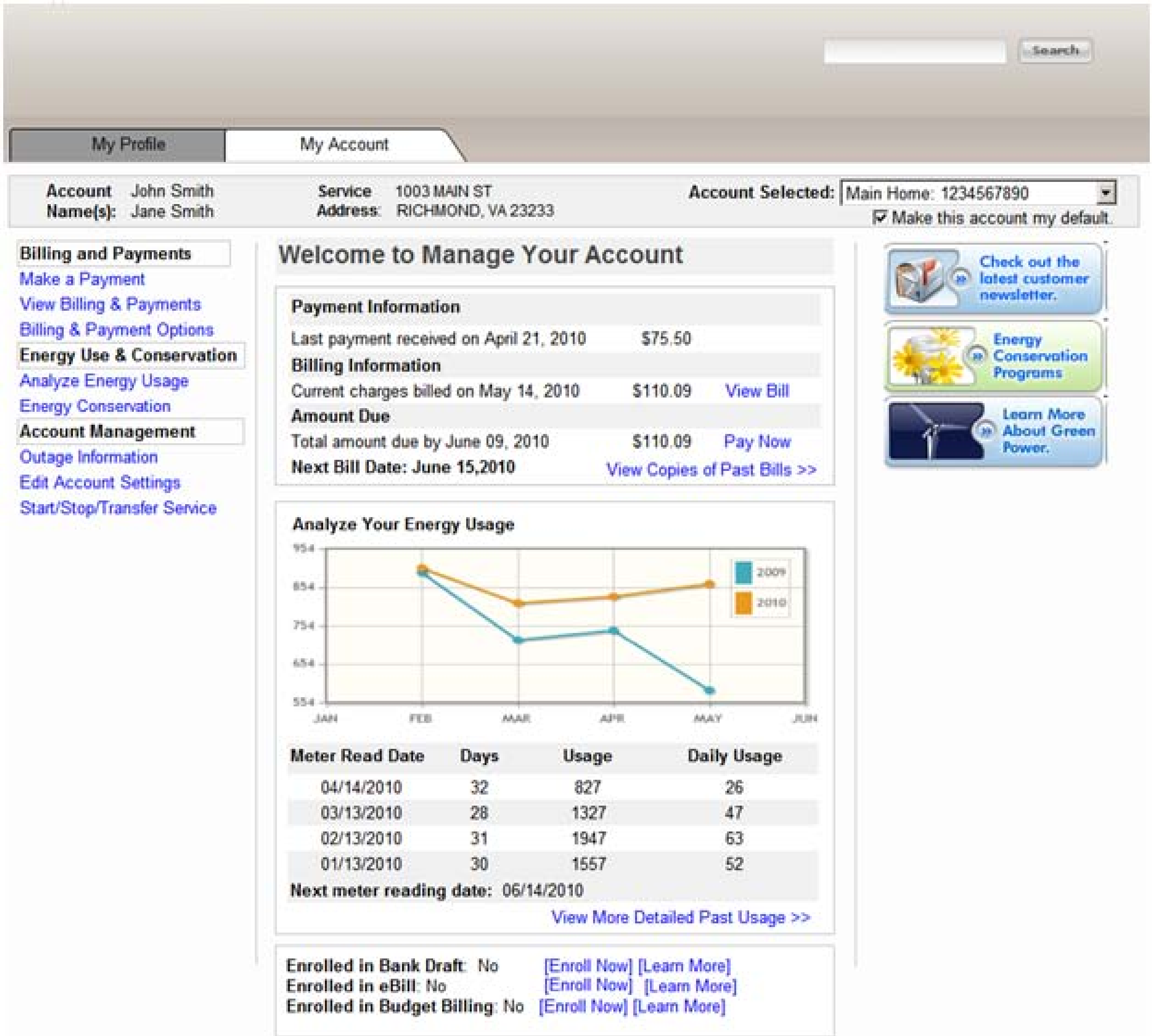
5. **Accessibility Analysis (508) –** CapTech has extensive experience implementing accessible web applications, including Section 508-compliant implementations for both state and federal government clients. CapTech has a thorough knowledge of Section 508 of the Americans with Disabilities Act and the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines.

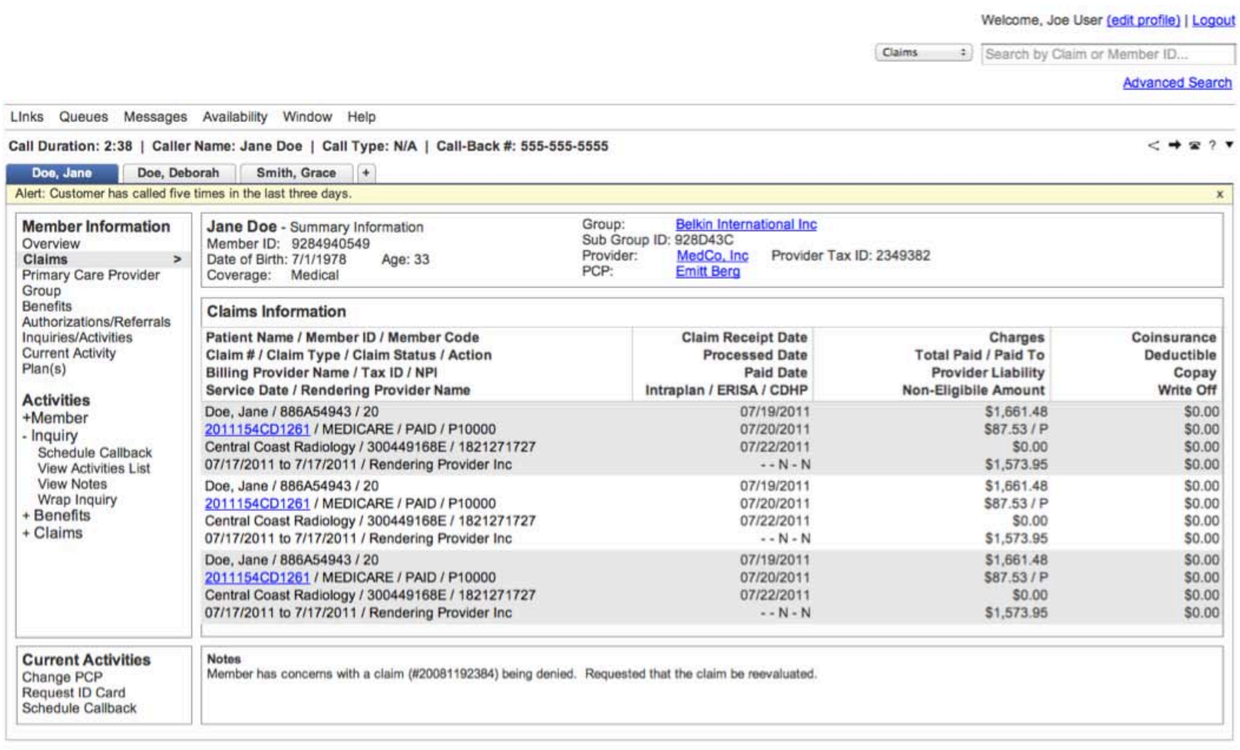
Methodology:

CapTech believes that valid semantic HTML markup and well-defined cascading style sheets are a strong foundation for accessible web applications. These practices cover a large number of the Section 508 requirements for web applications, such as including alternate text for images and properly using HTML label tags for form elements.

Appendix X – Examples of Past Portal Designs




Search
My Profile
My Account
Account Name(s): John Smith Jane Smith
Service Address: 1003 MAIN ST RICHMOND, VA 23233
Account Selected: Main Home: 1234567890
Make this account my default.
Billing and Payments
Make a Payment
View Billing & Payments
Billing & Payment Options
Energy Use & Conservation
Analyze Energy Usage
Energy Conservation
Account Management
Outage Information
Edit Account Settings
Start/Stop/Transfer Service
Welcome to Manage Your Account
Payment Information
Last payment received on April 21, 2010 $75.50
Billing Information
Current charges billed on May 14, 2010 $110.09 View Bill
Amount Due
Total amount due by June 09, 2010 $110.09 Pay Now
Next Bill Date: June 15,2010
View Copies of Past Bills >>
Analyze Your Energy Usage
954
854
754
654
554
JAN
FEB
MAR
APR
MAY
JUN
2009
2010
Meter Read Date Days Usage Daily Usage
04/14/2010 32 827 26
03/13/2010 28 1327 47
02/13/2010 31 1947 63
01/13/2010 30 1557 52
Next meter reading date: 06/14/2010
View More Detailed Past Usage >>
Enrolled in Bank Draft: No [Enroll Now] [Learn More]
Enrolled in eBill: No [Enroll Now] [Learn More]
Enrolled in Budget Billing: No [Enroll Now] [Learn More]
Check out the latest customer newsletter.
Energy Conservation Programs
Learn More About Green Power.



Appendix Y – Project Schedule and Assumptions

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Project Planning**	**15 days**	**Tue 5/1/12**	**Mon 5/21/12**	
2	Develop Project Schedule and Roadmap	15 days	Tue 5/1/12	Mon 5/21/12	
3	Develop Project Charter	10 days	Tue 5/1/12	Mon 5/14/12	
4	Develop Project Management Plan	10 days	Tue 5/1/12	Mon 5/14/12	
5	Conduct Kickoff Meeting	10 days	Tue 5/1/12	Mon 5/14/12	
6	**Requirements**	**35 days**	**Tue 5/1/12**	**Mon 6/18/12**	
7	Schedule Requirements Interviews	5 days	Tue 5/1/12	Mon 5/7/12	
8	Create Requirements Interview Questionnaire	5 days	Tue 5/1/12	Mon 5/7/12	
9	Conduct Interviews with Key Stakeholders	10 days	Tue 5/8/12	Mon 5/21/12	7,8
10	Develop Business Requirements	20 days	Tue 5/8/12	Mon 6/4/12	7,8
11	Develop Non-Functional Requirements	15 days	Tue 5/29/12	Mon 6/18/12	10
12	**Architecture**	**30 days**	**Tue 5/15/12**	**Mon 6/25/12**	
13	Develop Conceptual Architecture Doc	30 days	Tue 5/15/12	Mon 6/25/12	10SS+5 days
14	**User Interface**	**25 days**	**Tue 5/22/12**	**Mon 6/25/12**	
15	Create Comps	25 days	Tue 5/22/12	Mon 6/25/12	9
16	**Environment**	**45 days**	**Tue 6/19/12**	**Mon 8/20/12**	
17	DEPENDENCY: Dev/Test Infrastructure Ready	0 days	Tue 6/19/12	Tue 6/19/12	
18	Sitecore Deployment (Dev, Test)	20 days	Tue 6/19/12	Mon 7/16/12	6,17
19	DEPENDENCY: Prod Infrastructure Ready	0 days	Tue 7/31/12	Tue 7/31/12	
20	Sitecore Deployment (Prod)	15 days	Tue 7/31/12	Mon 8/20/12	28
21	**Site Build**	**60 days**	**Tue 6/19/12**	**Mon 9/10/12**	
22	**Iteration 0 (Design, Framework)**	**15 days**	**Tue 6/19/12**	**Mon 7/9/12**	
23	Develop Content Model, Taxonomy, Workflows	15 days	Tue 6/19/12	Mon 7/9/12	6
24	Develop Content Types, Templates, CMS Configuration	15 days	Tue 6/19/12	Mon 7/9/12	6
25	Develop Governance Model	15 days	Tue 6/19/12	Mon 7/9/12	6
26	Create Development Standards	15 days	Tue 6/19/12	Mon 7/9/12	6
27	Develop Initial Design	15 days	Tue 6/19/12	Mon 7/9/12	6
28	**Iteration 1**	**20 days**	**Tue 7/10/12**	**Mon 8/6/12**	
29	**Application Development**	**20 days**	**Tue 7/10/12**	**Mon 8/6/12**	
30	Detailed Design	15 days	Tue 7/10/12	Mon 7/30/12	27
31	Development	15 days	Tue 7/10/12	Mon 7/30/12	27
32	Unit Test Execution	15 days	Tue 7/10/12	Mon 7/30/12	27
33	System Test Execution	5 days	Tue 7/31/12	Mon 8/6/12	30,31,32
34	**Content Migration**	**20 days**	**Tue 7/10/12**	**Mon 8/6/12**	
35	Migration Approach	15 days	Tue 7/10/12	Mon 7/30/12	
36	Migration Design	15 days	Tue 7/10/12	Mon 7/30/12	
37	Trial Migrations	5 days	Tue 7/31/12	Mon 8/6/12	35,36
38	**HTML for Mobile Devices**	**20 days**	**Tue 7/10/12**	**Mon 8/6/12**	
39	Detailed Design	15 days	Tue 7/10/12	Mon 7/30/12	
40	Development	15 days	Tue 7/10/12	Mon 7/30/12	
41	Unit Test Execution	15 days	Tue 7/10/12	Mon 7/30/12	
42	System Test Execution	5 days	Tue 7/31/12	Mon 8/6/12	39,40,41
43	**iPhone App**	**20 days**	**Tue 7/10/12**	**Mon 8/6/12**	
44	Detailed Design	15 days	Tue 7/10/12	Mon 7/30/12	
45	Development	15 days	Tue 7/10/12	Mon 7/30/12	

ID	Task Name	Duration	Start	Finish	Predecessors
46	Unit Test Execution	15 days	Tue 7/10/12	Mon 7/30/12	
47	System Test Execution	5 days	Tue 7/31/12	Mon 8/6/12	44,45,46
48	**Iteration 2**	**25 days**	**Tue 8/7/12**	**Mon 9/10/12**	
49	**Application Development**	**25 days**	**Tue 8/7/12**	**Mon 9/10/12**	
50	Detailed Design	15 days	Tue 8/7/12	Mon 8/27/12	28
51	Development	15 days	Tue 8/7/12	Mon 8/27/12	28
52	Unit Test Execution	15 days	Tue 8/7/12	Mon 8/27/12	28
53	System Test Execution	10 days	Tue 8/28/12	Mon 9/10/12	50,51,52
54	**Content Migration**	**25 days**	**Tue 8/7/12**	**Mon 9/10/12**	
55	Detailed Design	15 days	Tue 8/7/12	Mon 8/27/12	
56	Trial Migrations	15 days	Tue 8/7/12	Mon 8/27/12	
57	Unit Test Execution	15 days	Tue 8/7/12	Mon 8/27/12	
58	System Test Execution	10 days	Tue 8/28/12	Mon 9/10/12	55,56,57
59	**Mobile Device Development**	**25 days**	**Tue 8/7/12**	**Mon 9/10/12**	
60	Detailed Design	15 days	Tue 8/7/12	Mon 8/27/12	
61	Development	15 days	Tue 8/7/12	Mon 8/27/12	
62	Unit Test Execution	15 days	Tue 8/7/12	Mon 8/27/12	
63	System Test Execution	10 days	Tue 8/28/12	Mon 9/10/12	60,61,62
64	**iPhone App**	**25 days**	**Tue 8/7/12**	**Mon 9/10/12**	
65	Detailed Design	15 days	Tue 8/7/12	Mon 8/27/12	
66	Development	15 days	Tue 8/7/12	Mon 8/27/12	
67	Unit Test Execution	15 days	Tue 8/7/12	Mon 8/27/12	
68	System Test Execution	10 days	Tue 8/28/12	Mon 9/10/12	65,66,67
69	**UAT**	**70 days**	**Tue 7/3/12**	**Mon 10/8/12**	
70	Iteration 1 Test Planning	20 days	Tue 7/3/12	Mon 7/30/12	27
71	Iteration 1 Test Execution	10 days	Tue 7/31/12	Mon 8/13/12	33
72	Iteration 2 Test Planning	15 days	Tue 8/14/12	Mon 9/3/12	71
73	Iteration 2 Test Execution	20 days	Tue 9/11/12	Mon 10/8/12	53,72
74	**Implementation**	**20 days**	**Tue 10/9/12**	**Mon 11/5/12**	
75	Put Code into Production	5 days	Tue 10/9/12	Mon 10/15/12	73
76	Migrate Content	15 days	Tue 10/16/12	Mon 11/5/12	75
77	**Warranty and Support**	**63 days**	**Tue 11/6/12**	**Thu 1/31/13**	
78	Month 1	21 days	Tue 11/6/12	Tue 12/4/12	75,76
79	Month 2	21 days	Wed 12/5/12	Wed 1/2/13	78
80	Month 3	21 days	Thu 1/3/13	Thu 1/31/13	79

EXHIBIT B: VIRGINIA.GOV WEB PORTAL PRICE LIST AND AUTHORIZED USER PRICE LIST

The following pricing is applicable to the Virginia.gov Web Portal

Discovery, Design, Development and Implementation			
Task Name and Description	**Unit Cost**	**Unit of Measure (each/month/annual, etc)**	**Total Cost of Task**
Replatforming and Content Migration			
Project Initiation	$100,000	each	$100,000
Requirements	$100,000	each	$100,000
Final Design Composite	$75,000	each	$75,000
Information Architecture	$95,000	each	$95,000
Technical Design	$75,000	each	$75,000
Environment Ready (Dev/Test)	$50,000	each	$50,000
Development Iteration 1	$100,000	each	$100,000
Development Iteration 2	$100,000	each	$100,000
Environment Ready (Production)	$75,000	each	$75,000
Pre-Production/UAT	$75,000	each	$75,000
Roll-out /Production	$100,000	each	$100,000
Content Migrated	$50,000	each	$50,000
Software Licensing			
Sitecore Enterprise Edition CEP (Customer Engagement Platform) with 10 concurrent authors	$75,000	each	$75,000
Sitecore Server License (2 Production, 1 QA)	$20,667	each	$62,000

Maintenance, Support, and Customer Service			
Task Name and Description	**Unit Cost**	**Unit of Measure (each/month/annual, etc)**	**Total Cost of Task**
Support Documentation and Knowledge Transfer Handoff to Operations Team	$0	each	$0
Sitecore Annual Maintenance (20% of licenses)	$27,400	year	$82,200

Portal Changes: Refresh, Redesign, Labor Rates			
Task Name and Description	**Unit Cost**	**Unit of Measure (each/month/annual, etc)**	**Total Cost of Task**
Refresh and Redesign Labor Rates			
Program Manager	$200	hour	TBD
Project Manager	$150	hour	TBD
Architect	$150	hour	TBD
Developer (Web Development)	$115	hour	TBD
Developer (Content Migration)	$120	hour	TBD
Business Systems Analyst	$135	hour	TBD
Sr. User Experience Analyst	$145	hour	TBD
Test Lead	$125	hour	TBD
Tester	$100	hour	TBD
Jr. Analyst	$80	Hour	TBD
Graphic Designer	$175	Hour	TBD
MS Dynamic XRM Consultant	$150	Hour	TBD
User Experience Analyst	$115	Hour	TBD
Copy Writer	$150	Hour	TBD

* Note that all Portal Refresh and Redesign work will be defined by VITA and the supplier, and expressed in a Statement of Work issued by VITA

Optional Customer Service Support			
Task Name and Description	**Unit Cost**	**Unit of Measure (each/month/annual , etc)**	**Total Cost of Task**
Customer Service Support	$80	hour	TBD

* Note that this is an option to provide Customer Service support if VITA chooses. Without this option, CapTech will only provide support for technical issues on the web site during the 3 month Support period.

Total Solution Cost	$1,214,200

AUTHORIZED USER PRICE LIST

The following pricing is applicable to authorized users to purchase web portal development, installation, data migration, and web portal redesign services utilizing Sitecore Content Management Products and Support.

Authorized users purchasing through this contract vehicle should work with the Supplier to determine the specific project scope, to be formalized in a Statement of Work (see Exhibit J).

Sitecore pricing is a base price list. Authorized users are encouraged to negotiate with the Supplier to receive the best available rate for the specific Statement of Work.

Labor Rates	Unit Cost	Unit of Measure (each/month/annual, etc)
Program Manager	$200	hour
Project Manager	$150	hour
Architect	$150	hour
Developer (Web Development)	$115	hour
Developer (Content Migration)	$120	hour
Business Systems Analyst	$135	hour
Sr. User Experience Analyst	$145	hour
Test Lead	$125	hour
Tester	$100	hour
Jr. Analyst	$80	Hour
Graphic Designer	$175	Hour
MS Dynamic XRM Consultant	$150	Hour
User Experience Analyst	$115	Hour
Copy Writer	$150	Hour

Sitecore Pricing

Product	Description	Cost	Requirements
Enterprise Edition CEP	Customer Engagement Platform (CEP), per instance Sitecore Customer Engagement Platform includes the Content Management System and the Digital Marketing System. The CMS and DMS may also be purchased separately.	$ 120,000.00	

Enterprise Edition CMS only	Sitecore CMS (Content Management System) contains the following: Web and Mobile Content Manager; Data and Content Integration Services; Experience Editor; Device and Language Management; Dynamic Presentation Rendering Engine, Rules-based Personalization and Preview; Webforms for Marketers; E-commerce Services; Sharepoint Connected and Content Applications • 1 CEP Management Server Instance • 1 Development Server Instance + 1 Standby Server Instance • 10 Concurrent Users	$ 85,000.00	
Enterprise Edition DMS only	Sitecore DMS (Digital Marketing System) contains the following: Email, Mobile & TV, Web and Social Engagement Management; Engagement Automation; Test & Optimize; Campaign Management; Adaptive Segmentations; CRM Connected; Social Networking Connected; Universal Customer Profiler and Engagement Analytics • 1 DMS Server Instance collocated with CMS Server Instance	$ 60,000.00	requires Enterprise Edition CMS

Additional Server Instance Pricing	**Description**	**Cost**	**Requirements**
Additional CEP Management Server Instance	License for Additional CEP Management Server Instance for use in a clustered authoring deployment with Enterprise Edition CEP Server	$ 12,000.00	requires Enterprise Edition CEP
Additional CMS Management Server	License for Additional CMS Management Server Instance for use in a clustered authoring deployment with Enterprise Edition CEP Server	$ 85,000.00	requires Enterprise Edition CMS
CEP or CMS Edition Delivery Server Instance (Web, Mobile, Email, Automation)	License for non-management server in either Sitecore Enterprise Edition CEP or CMS environments. Examples would be for Web, Mobile, Email or Automation servers.	$ 40,000.00	
CEP or CMS Web Delivery Server Instance	License for each web delivery server instance	$ 40,000.00	

Upgrade of Web Delivery Server Instance from CMS to CEP Delivery Server instance	The cost to upgrade a CMS Delivery Server Instance to a CEP Delivery Server Instance	$ 20,000.00	
Concurrent User Pricing	**Description**	**Cost**	**Requirements**
Individual license	Price per additional concurrent user license in the management Server Instance	$ 2,500.00	
10 users	10-concurrent user bundle	$ 22,000.00	
30 users	30-concurrent user bundle	$ 60,000.00	
50 users	50-concurrent user bundle	$ 85,000.00	
100 users	100 - concurrent user bundle	$ 135,000.00	
Unlimited users	Unlimited concurrent user bundle	$ 175,000.00	
Separately License Modules	**Description**	**Cost**	**Requirements**
Professional Shared Source S $4,500 3,000 Insite Commerce for Sitecore First server instance 35,000 Price per additional server instance 17,000	Support for all Support Enabled modules	$ 4,500.00	
dtSearch Module (per server instance)	License per server instance	$ 3,000.00	
Insite Commerce for Sitecore - First Server	License for the first server, all instances of Sitecore in management and delivery must be licensed	$ 35,000.00	
Insite Commerce for Sitecore - Additional Server	License for the additional server instances	$ 17,000.00	

Exhibit E

Sitecore License Agreement

LICENSEE'S USE OF THE SITECORE SOFTWARE IS SUBJECT TO LICENSEE'S FULL ACCEPTANCE OF THE TERMS, CONDITIONS, DISCLAIMERS AND LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT.

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1.1 License Key: Licensee will be provided a License Key that gives Licensee access to the Sitecore Software. The Sitecore Software may be used only on the equipment with the features and limitations specified in the License Key. The License Key may limit the number of Servers on which the Sitecore Software may be installed. For purposes of this Agreement, one Server is defined as one installation and / or application instance on a physical or virtual Server with a processing power for the web process equivalent to at most eight CPU cores. For example, one physical Server may contain eight single core CPUs, four dual core CPUs, two quad core CPUs or one eight core CPU. A Server with three or four quad core CPUs would therefore count as two Servers. A virtual server will be counted as the number of physical cores allocated or processor core equivalents allocated to the virtual server. For example, one virtual server with two physical processor cores allocated, or with the equivalent of two simulated processor cores allocated, would be counted as the equivalent of one physical dual-core processor server.

1.2 Intellectual Property Rights: Sitecore CMS Software is patented, U.S. Patent No. 7,856,345. Ownership of the Sitecore Software, and all worldwide rights, title and interest in and to the Intellectual Property associated with the Sitecore Software shall remain solely and exclusively with Licensor or with third parties that license modules included with the Sitecore Software. Licensee shall retain intact all applicable Licensor copyright, patent and/or trademark notices on and in all copies of the Sitecore Software. All rights, title, and interest in Sitecore Software not expressly granted to Licensee in this Agreement are reserved by Licensor. "Intellectual Property" as used in this Agreement means any and all patents, copyrights, trademarks, service marks and trade names (registered and unregistered), trade secrets, know-how, inventions, licenses and all other proprietary rights throughout the world related to the authorship, origin, design, utility, process, manufacture, programming, functionality and operation of Sitecore Software and its Derivative Works, any product containing any components of the Sitecore Software, all documentation (electronically stored or otherwise), including manuals and marketing materials, regarding the Sitecore Software, and any Confidential Information associated with the Sitecore Software.

1.3 Confidential Information: The term "Confidential Information" shall include any information, whether tangible or intangible, including, but not limited to, techniques, discoveries, inventions, ideas, processes, software (in source or object code form), designs, technology, technical specifications, flow charts, procedures, formulas, concepts, any financial data, and all business and marketing plans and information, in each case which is maintained in confidence by the disclosing party ("Disclosing Party") and disclosed to the other party ("Recipient") hereunder. The failure by the Disclosing Party to designate any tangible or intangible information as Confidential Information shall not give Recipient the right to treat such information as free from the restrictions imposed by this Agreement if the circumstances would lead a reasonable person to believe that such information is Confidential Information. Confidential Information does not include information which Recipient documents (a) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available to the public; (b) was rightfully in Recipient's possession prior to disclosure by the Disclosing Party; (c) becomes rightfully known to Recipient, without restriction, from a source other than the Disclosing Party and without any breach of duty to the Disclosing Party; (d) is developed independently by Recipient without use of or reference to any of the Confidential Information and without violation of any confidentiality restriction contained herein; or (e) is approved by the Disclosing Party for disclosure without restriction, in a written document executed by a duly authorized officer of the Disclosing Party. Recipient shall hold the Confidential Information received from the Disclosing Party in strict confidence and shall not, directly or indirectly, disclose it, except as expressly permitted herein. Recipient shall promptly notify the Disclosing Party upon learning of any misappropriation or misuse of Confidential Information disclosed hereunder. Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential Information pursuant to a judicial or governmental order, provided that Recipient provides the Disclosing Party reasonable prior notice, and assistance, to contest such order.

1.4 Restrictions on Use: Except as expressly authorized by applicable law or by Licensor in writing, Licensee shall not copy, in whole or in part, the Sitecore Software or documentation, or modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the Sitecore Software. Licensee shall not rent, lease, lend, distribute, sell, assign, license, or otherwise transfer the Sitecore Software, or create Derivative Works of the Sitecore Software.

1.5 Derivative Works: "Derivative Works" as used herein means any software program (whether in source code or object code), and all copies thereof, developed by or on behalf of Licensee based on or derived from any part of the Sitecore Software, including without limitation any revision, modification, enhancement, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the Sitecore Software may be recast, transformed or adapted, and that, if prepared without Licensor's authorization, would constitute a patent, copyright or trade secret infringement of the Sitecore Software, or would otherwise constitute an unauthorized use of Licensor's Confidential information. In the event any such Derivative Works are created, Licensor shall own all right, title, and interest in and to such Derivative Works. If, under the operation of local law or otherwise, Licensee or such third party comes to have any rights associated with such Derivative Works, Licensee hereby and shall automatically assign all such rights to Licensor for no additional consideration. For avoidance of doubt, Licensor shall claim no intellectual property interest or legal interest of any kind in any code created by Licensee to facilitate its authorized use of the Sitecore Software so long as the creation of such code does not constitute a Derivative Work or violate any other provision of this Agreement.

1.6 Third Party Use and Rights: Licensee may authorize third parties to assist Licensee in the management, editing, and hosting of web based content created by use of the Sitecore Software, provided that: (1) such activities are within the scope of the activities Licensee is itself authorized to perform under this Agreement; (2) such third party's acts are primarily for the direct or indirect benefit of Licensee; and (3) such third parties are not charged a fee by Licensee for such activities. Licensee is prohibited from using the Sitecore Software as an Application Software Provider, or in any time-sharing or other commercial arrangement of any kind that makes the Sitecore Software available to third parties primarily for the third party's own uses. Except as expressly stated in this Agreement, no third party has any rights under this Agreement. Licensee is fully liable to the extent allowed by law for any unauthorized use of the Sitecore Software by third parties caused by any acts or omissions of Licensee.

1.7 Transmission of Limited Licensee Data: The Sitecore Software periodically transmits the following information to a server maintained by Licensor: License Key ID, licensee name, hostname (Licensee's website URL), host IP, and directory installation path. This information is used by Licensor to send periodic communications to Licensee relevant to use of the Sitecore Software, and to verify that the Sitecore Software is being used in authorized locations only. Licensee expressly consents to the transmission of such information.

2. <u>Limited Warranties</u>:

2.1 Licensor's Limited Warranty: Licensor expressly warrants that the Sitecore Software provided to Licensee will work for a period of ninety (90) days following the effective date of this Agreement according to the then current functional, operational, and/or performance capabilities of the Sitecore Software as set forth in the Sitecore Developer Network. In the event any such Sitecore Software does not operate according to these capabilities during this Limited Warranty Period, Licensor shall repair or replace the Sitecore Software and such repair or replacement shall be Licensee's sole and exclusive remedy.

2.2 Virus/Malicious Code Warranty: Licensor and Licensee warrant that they will use commercially reasonable virus and malicious code detection software programs to test any electronic files, including electronic communications, prior to any delivery or upon receiving such communications and that the parties will continue to take such steps with respect to exchanging electronic files and communications pursuant to this Agreement. In the event either party detects any computer virus or malicious code it shall immediately notify the other party and where possible shall promptly provide revised replacement files in the event any such computer virus or malicious code is detected.

3. <u>DISCLAIMER OF WARRANTIES</u>: EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2 ABOVE, THE SITECORE SOFTWARE AND THE ASSOCIATED DOCUMENTATION ARE SUPPLIED TO LICENSEE "AS IS." LICENSOR (DEFINED IN THIS SECTION AS LICENSOR'S PARENT, AFFILIATES, SUBSIDIARIES, DISTRIBUTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES) MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE SITECORE SOFTWARE, THE ASSOCIATED DOCUMENTATION, THE OPERATION OF THE SITECORE SOFTWARE, THE SITECORE MAINTENANCE PROGRAM, OR ANY OTHER GOODS OR SERVICES RENDERED BY LICENSOR TO LICENSEE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, PERFORMANCE, ACCURACY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES THAT THE SITECORE SOFTWARE WILL RUN PROPERLY ON ANY HARDWARE, THAT THE SITECORE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY LICENSEE, OR THAT THE OPERATION OF THE SITECORE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED. LICENSOR MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND REGARDING ANY SEPARATELY LICENSED SOFTWARE THAT MAY BE USED WITH THE SITECORE SOFTWARE.

4. <u>LIMITATION OF LIABILITY</u>: LICENSOR (DEFINED IN THIS SECTION AS LICENSOR'S PARENT, AFFILIATES, SUBSIDIARIES, DISTRIBUTORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES) SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, THE COST OF RECOVERING ANY DATA, INFRINGEMENT, OR THE COST OF SUBSTITUTE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES (NOT INCLUDING MAINTENANCE PROGRAM CHARGES) PAID BY LICENSEE FOR USE OF THE SITECORE SOFTWARE UNDER THIS AGREEMENT. LICENSOR WILL NOT BE LIABLE FOR DELAYS OR FAILURES IN PERFORMANCE OF THE SUPPORT OR ANY OTHER SERVICES CAUSED BY FORCES BEYOND ITS CONTROL OR ANY FORCE MAJEURE EVENT SUCH AS ACT OF TERRORISM, LOSS OF POWER, ACT OF GOD, OR SIMILAR OCCURRENCE OR FOR DAMAGES CAUSED BY LICENSEE'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THE LIMITATION PROVISIONS OF THIS SECTION SHALL BE APPLICABLE TO ANY CLAIM FILED BY LICENSEE ARISING OUT OF OR RELATING TO ANY SEPARATELY LICENSED SOFTWARE THAT MAY BE USED WITH THE SITECORE SOFTWARE.

5. <u>Sitecore Maintenance Program:</u> The Sitecore Maintenance Program includes Upgrades and support. Upgrades are free of charge for as long as Licensee is enrolled in the Maintenance Program. Licensee will automatically be included in the Maintenance Program and will be charged an annual fee of 20% of the listed cost of all software purchased. The Maintenance Program is free of charge for the first year after the initial purchase of Sitecore Software. Three years after the date of the initial purchase and each three-year anniversary thereafter, Licensor may adjust the Maintenance Program charge then in effect for all software purchased under this

Agreement to 20% of the Licensor's then-current retail prices. Licensee may cancel the Maintenance Program by providing Licensor with 60 days notice prior to the end of any 12-month Maintenance Program period. Licensor may cancel the Maintenance Program upon Licensee's failure to pay timely any applicable Maintenance Program charge. A cancelled Maintenance Program may not be renewed except upon payment of double the amount of fees that would have been paid during the lapsed period.

6. Upgrades and Patches of Sitecore Software: "Patch" as used in this Agreement means a specific, targeted fix to a discrete problem in the use or functionality of the Sitecore Software that Licensor in its sole discretion defines to constitute a "Patch" and may from time to time provide to Licensee. "Upgrade" as used in this Agreement means a new version of some or all of the Sitecore Software, or an improvement in the use or functionality of the Software more substantial than a Patch, that Licensor in its sole discretion defines to constitute an "Upgrade" and may from time to time provide to Licensees enrolled in the Sitecore Maintenance program. Licensee expressly acknowledges that Upgrades and Patches may change functionality of the Software and integration with other systems, and may not work with some or all of the Sitecore Software modules, or be backward compatible with earlier versions of Sitecore Software. Installation of Patches and Upgrades is the choice and responsibility of Licensee. To the extent that operation of the Sitecore Software is affected by problems in standard software, including, but not limited to, Microsoft Internet Explorer, Windows and the Microsoft.Net, then Licensee shall install updates to such standard software per Licensor's specifications in order to resolve these issues. Licensor has no control over such standard software, and cannot assure that problems with such standard software will be corrected, or that such corrections will be made in a timely manner.

7. Waivers: All waivers must be in writing and signed by authorized representatives of the parties. Any waiver or failure to enforce any provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

8. Severability: If any provision of this Agreement is adjudicated to be unenforceable, such provision shall be deemed changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions shall continue in full force and effect.

9. Assignment: Licensee may not assign this Agreement. Licensor may assign this Agreement to a successor (whether by merger, a sale of all or a significant portion of its assets, a sale of a controlling interest of its capital stock, or otherwise) that agrees to assume Licensor's obligations under this Agreement. Any attempted assignment or transfer in violation of this Section shall be void and of no force or effect.

10. Entire Agreement: This Agreement, and any attachment that is expressly incorporated in this Agreement, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties. In the event of a conflict between any provision of this Agreement with any other attachment or document, this Agreement shall control. The parties have executed this Sitecore License Agreement by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, effective as of the date both parties have signed the Agreement.

Sitecore USA, Inc. (Licensor)	Commonwealth of Virginia (Licensee)
By:____________________	By: ________________________
Print Name: Bjarne K. Hansen	Print Name: ________________
Title: President	Title: ______________________
Address: 591 Redwood Highway	Address: ___________________
Building #4000	__________________
Mill Valley, California 94941	__________________
Date: _________________________	Date: ________________________

EXHIBIT J STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)

ISSUED UNDER

CONTRACT NUMBER VA-120416-CAPT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
CAPTECH VENTURES, INC.

Exhibit X, between (Name of Agency/Institution) and (Supplier Name) ("Supplier") is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX ("Contract") between the Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia (and [Supplier.

In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **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 (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as "Authorized User" under the provisions of the Contract,". The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services)" or Software ("Software") or Hardware and Maintenance or Licensed Application Services" for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance 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 or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.).

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.).

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project 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. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(*List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is* *likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)*

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer
(*Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support 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. You may refer to the VITA Contract for guidance on the allowable scope for this.*

D. Support and Maintenance Requirements
(*Document the level of support, as available under the Contract, required by your project 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.*

E. Personnel Requirements
(*Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)*

F. Transition Phase-In/Phase-Out Requirements
(*Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)*

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project 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 shown in the table in section 9 below, plus the total amount retained by the Authorized User. 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). 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.

(*Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.*)

9. PROJECT DELIVERABLES

(*Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)*

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(*This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)*

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

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---

Requirements Analysis & Development	Design Plan	Execution+45 days	$30,000	$15,000	$15,000
	Project Plan	Execution+45 days			
	Implementation Plan	Execution + 45 days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	$10,000	$3,000	$7,000
Installation of software	---	Execution + 90 days	$10,000	$1,000	$9,000
Installation of hardware	---	Execution + 90 days	$10,000	$1,000	$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	$10,000	$1,000	$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	$20,000	$2,000	$18,000
Implementation complete	Solution	Execution + 160 days	$10,000	--	$10,000
Final Acceptance		Execution + 210 days	--	--	$23,000

11. EVENTS AND TASKS FOR EACH MILESTONE

(*If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)*

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			
1,1,1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

12. ACCEPTANCE CRITERIA

(*This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)*

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 requirements and functionality required for the Solution have been successfully 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 is incorporated into this SOW in Exhibit B-X.

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 Authorized User's 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.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

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

(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	√	

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(*In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to "business days after project start' or "days after event/milestone." Be sure to specify the delivery and point of contact information.)*

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. 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.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: http://www.vita.virginia.gov/oversight/default.aspx?id=10344 and select the Data Standards Guidance bulleted link. Your AITR can assist you.

- COV ITRM Policies and Standards: http://www.vita.virginia.gov/library/default.aspx?id=537
- IEEE 802®
- HIPAA

- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINESRISK 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, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization**: How risks are evaluated and prioritized.
3. **Risk Mitigation Options**: Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(*Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)*

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- *Development of the IT components of the Continuity of Operations Plan (COOP)*
- *Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*

- *Development and exercise of the IT System Backup and Restoration Plan*

19. PERFORMANCE BOND

(*If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)*

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.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(*The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)*

A. 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.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, 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.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

> Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA 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.)

22. CHANGE MANAGEMENT

(*Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: . Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.*

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567

23. 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:	**Authorized User:**
______________________________	______________________________
(Name of Supplier)	(Name of Agency/Institution)
By: ______________________________	By: ______________________________
(Signature)	(Signature)
Name: ______________________________	Name: ______________________________
(Print)	(Print)
Title: ______________________________	Title: ______________________________
Date: ______________________________	Date: ______________________________

Template

EXHIBIT K to Contract VA-120416-CAPT

Change Order No. XXX for Statement of Work D-X
Between (NAME OF AGENCY/INSTITUTION) and (SUPPLIER NAME)

Issued Under
CONTRACT NUMBER VA- XXXX-XXXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
(SUPPLIER NAME)

This Change Order No. XXX hereby modifies and is made an integral part of Statement of Work D-X ("SOW"), between NAME OF AGENCY/INSTITUTION ("Authorized User") and NAME OF SUPPLIER,("Supplier"), which was issued under Contract Number VA-XXXX-XXXX ("Contract") between the Virginia Information Technologies Agency ("VITA") and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

[*Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]*

CHANGE ORDER

This is Change Order No. XXX to a SOW issued by Authorized User to Supplier under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution ("Solution").

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as "From" (copy/paste from current SOW section) and "To" (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. PERIOD OF PERFORMANCE

The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XXX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

i). The Contract, including Exhibit C

ii). Statement of Work D-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No.XXX, effective (INSERT EFFECTIVE DATE).

Supplier	Authorized User
By: ______________________________	By: ______________________________
(Signature)	(Signature)
Name: ____________________________	Name: ____________________________
(Print)	(Print)
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

EXHIBIT L: 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: G Slaughter

Printed Name: G. Slaughter Fitz-Hugh

Organization: CapTech Ventures, Inc

Date: 12/15/2011