



Commonwealth of Virginia  
Virginia Information Technologies Agency

**GRCS PROJECT INFORMATION TECHNOLOGY SOLUTION CONTRACT**

Date: December 15, 2015

Contract #: VA-130131-CDWG

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

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FIN: 36-4230110

Term: February 5, 2016 – February 4, 2017

Payment: Net 30 days

For Additional Information, Please Contact:

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

For updates, please visit our Website at <http://www.vita2.virginia.gov/procurement/contracts.cfm>

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





## *COMMONWEALTH of VIRGINIA*

### **Virginia Information Technologies Agency**

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TDD VOICE -TEL. NO.  
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December 10, 2015

Nicole Tuzzolino  
CDW Government LLC  
2 Corporate Drive  
Suite 800  
Shelton Connecticut 06484

Per Section 3.A. ("Term and Termination") of contract VA-130131-CDWG, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from February 5, 2016 through February 4, 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

Samuel A. Nixon, Jr.  
Chief Information Officer  
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## Virginia Information Technologies Agency

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January 15, 2015

Nicole Tuzzolino  
CDW Government LLC  
2 Corporate Drive  
Suite 800  
Shelton Connecticut 06484

Per Section 3.A. ("Term and Termination") of contract VA-130131-CDWG, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from February 4, 2015 through February 3, 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-130131-CDWG  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
CDW GOVERNMENT INC.**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-130131-CDWG

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

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 5.  
*"Authorized Users 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 "Software and Deliverable Acceptance Criteria" in Section 9 Subsection A on Contract Pages 14.  
*"If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."*
5. Add to the definition of "Indemnification" in Section 18 Subsection A on Contract Pages 22-23.  
*"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 23 Subsection E on Contract Page 25.  
"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-130131-CDWG 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.**

CDW GOVERNMENT LLC

BY: 

NAME: Amanda Ewertowski

TITLE: Sr. Program Manager

DATE: 07/22/2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Day Crenshaw

TITLE: VITA SOURCE Mgr

DATE: 7/24/14



# **GRCS Project Information Technology Solution Contract**

between

**The Virginia Information Technologies Agency**

on behalf of

**The Commonwealth of Virginia**

and

**CDW Government LLC**

**GRCS PROJECT  
INFORMATION TECHNOLOGY SOLUTION CONTRACT  
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## INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS INFORMATION TECHNOLOGY SOLUTION CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and CDW Government LLC (Supplier), an Illinois limited liability company headquartered at 230 N. Milwaukee Avenue, Vernon Hills, IL 60061, to be effective as of February 04, 2013 (Effective Date).

### 1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide and implement for Authorized Users a solution for an Enterprise Governance, Risk and Compliance software solution ("Solution"), and to provide various Services to the Authorized Users.

### 2. DEFINITIONS

#### A. Acceptance

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

#### B. Agent

Any third party independent agent of any Authorized User.

#### C. Authorized Users

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

#### D. Computer Virus

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

#### E. Confidential Information

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

#### F. Deliverable

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

#### G. Documentation

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

**H. Electronic Self-Help**

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

**I. Party**

Supplier, VITA, or any Authorized User.

**J. Receipt**

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

**K. Requirements**

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

**L. Services**

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

**M. Software**

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

**N. Software Publisher**

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

**O. Statement of Work (SOW)**

Any document in substantially the form of Exhibit D (incorporating the order's terms which have been mutually agreed to by the Authorized User and Supplier, such as describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing a Solution and/or Services to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract.

**P. Supplier**

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

**Q. Work Product**

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

### **3. TERM AND TERMINATION**

#### **A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of one (2) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Solution and all Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

#### **B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

#### **C. Termination for Breach or Default**

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

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

#### **D. Termination for Non-Appropriation of Funds**

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

#### **E. Effect of Termination**

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

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

**F. Transition of Services**

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

**G. Contract Kick-Off Meeting**

Within 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**

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

**A. License Grant**

- i). Supplier sells to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the

applicable provisions of the Contract. The Software is the property of a third party, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.

- ii). The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including 3<sup>rd</sup> party information processing provided however use of Software is prohibited for the benefit or gain of Supplier's competitors or for resell.
- iii). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized Users or their Agents.
- iv). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.
- v). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.
- vi). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development, and may run the Software concurrently at a back-up site, for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier. An Authorized User may add its own copyright or other proprietary notice, or copyright or other proprietary notice of the Commonwealth, to any copy of the Software or Documentation, which contains modifications to which the Commonwealth or such Authorized User has ownership rights pursuant to this Contract.
- vii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.
- viii). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

## **B. License Type**

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

### **Concurrent Use License**

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

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

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

**5. RIGHTS TO WORK PRODUCT**

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

**A. Work Product**

VITA and Supplier each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA or any Authorized User. Supplier further agrees that neither Supplier nor Supplier's employees, contractors, agents or subcontractors, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all source and object code and all executables and documentation for all Work Product. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

**B. Ownership**

Supplier agrees that, whether or not the Services are considered “works made for hire” or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and remain the sole property of the Commonwealth and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

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

with any assignments thereof to the Commonwealth or the Authorized User or entities designated by the Commonwealth or the Authorized User.

**C. Pre-existing Rights**

If and to the extent that any pre-existing rights are embodied or reflected in the Work Product, Supplier hereby grants to the Commonwealth or the Authorized User the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing.

**D. Return of Materials**

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

**6. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

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

**B. Supplier Personnel Supervision**

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

**C. Key Personnel**

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

**D. Subcontractors**

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

**7. GENERAL WARRANTY**

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

**A. Ownership**

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

**B. Solution and Documentation**

Supplier warrants the following with respect to the Solution:

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

**C. Limited Warranty**

During the warranty period of one (1) year, or as specified in the applicable SOW, Supplier warrants that the Solution shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Solution to materially meet the Requirements or shall refund amounts paid by VITA related to that portion of the Solution not in material compliance with the Requirements.

**D. Malicious Code**

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

**E. Open Source**

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

**F. Supplier's Viability**

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

**G. Supplier's Past Experience**

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

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

**8. DELIVERY AND INSTALLATION****A. Scheduling**

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

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

**B. Deployment of Solution****1. Supplier Deployment of Solution**

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

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the applicable order shall constitute a material breach of this Contract resulting in damages to such Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to two percent (2%) of the total Solution fee, for each day after the scheduled deployment date that the Solution has not been deployed for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect damages for each day of that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-deployment.

**2. Authorized User Installation of Software**

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

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

**C. Documentation of Software Configuration**

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

**9. ACCEPTANCE**

**A. Software and Deliverable Acceptance Criteria**

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

Such Authorized User agrees to commence Acceptance testing within fifteen (15) business days, or within such other period as set forth in the applicable SOW, after receipt of the Software or Deliverable. Acceptance testing will be no longer than thirty (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for time and materials type SOWs or for fixed price type SOWs in which travel expenses were expressly excluded from the total price of the SOW. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>), or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) business days following the Acceptance testing period, the Service shall be deemed Accepted.

**B. Software and Deliverable Cure Period**

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

**C. Solution Acceptance Criteria**

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

**D. Solution Cure Period**

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

**10. WARRANTY AND MAINTENANCE SERVICES**

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

**A. Known Defects**

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

**B. New Releases**

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

**C. Coverage**

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

**D. Service Levels**

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

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

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

**E. Software Evolution**

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

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

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

**F. Escalation Procedures**

To be provided by Supplier.

**G. Remedies**

If Supplier is unable to make the Solution or any component thereof conform, in all material respects, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of the tangible Solution components, and (a) during the Warranty Period, return all monies paid by such Authorized User for the returned Solution components and Documentation or (b) during any subsequent Maintenance Period, return all monies paid by such Authorized User for the returned Solution components and Documentation, pro-rated using the straight-line method for an estimated Solution life cycle of seven (7) years. Authorized User shall discontinue use of any Solution component Software or product.

**H. Solution Support Services (Maintenance) and Renewal Options**

Sixty (60) days prior to the expiration of the initial Warranty Period of one (1) year, Supplier shall notify the Authorized User in writing of such expiration, and the Authorized User, at its sole discretion, may order from Supplier Solution support Services ("Maintenance Services"), including new Software releases, updates and upgrades, for a period of one (1) year ("Maintenance Period") and for an annual fee of ten percent (10%) of the Software license fee paid by any Authorized User for then current installed base. Supplier shall notify the Authorized User sixty (60) days prior to the expiration of the initial Maintenance Period of one (1) year, and the Authorized User, at its sole discretion, may renew Maintenance Services for an additional one (1) year period.

The annual fee for the renewed Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Supplier warrants that it shall make Support Services available for all the Solution components listed in Exhibit B for a period of at least five (5) years from the expiration of the initial Warranty Period of any Solution provided to an Authorized User pursuant to this Contract. Cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

## **11. TRAINING AND DOCUMENTATION**

The Solution fee includes all costs for the training of four (4) Authorized User trainer per order or SOW at an Authorized User's designated location on the use and operation of the Solution, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User, one (1) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised by Supplier to reflect any modifications made by Supplier to the Solution. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Solution and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

## **12. FEES, ORDERING AND PAYMENT PROCEDURE**

### **A. Fees and Charges**

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

### **B. Reproduction Rights**

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

**C. Solution Demonstration**

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

**D. Statement of Work (SOW)**

An SOW shall be required for any Solution ordered by an Authorized User pursuant to this Contract. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

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

**E. Ordering**

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

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<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. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

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

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

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

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

**F. Supplier Quote and Request for Quote**

Should an Authorized User determine that a competitive process is required to ensure it receives the best value Solution, such Authorized User may, at its sole discretion, on a case-by-case basis

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

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

#### **G. Invoice Procedures**

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

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

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

#### **H. Purchase Payment Terms**

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

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

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's

written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

### **13. REPORTING**

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

- Report of 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. AUTHORIZED USER SELF-SUFFICIENCY**

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

### **15. ESCROW AGREEMENT**

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

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

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

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

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia may require Supplier to execute an additional escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the escrow agreement. Subject to the information and materials listed in such escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed to such Authorized User, along with all related documentation.

## **16. COMPETITIVE PRICING**

Subject to applicable law and competitive market consideration, Supplier represents that it will use reasonable commercial efforts to offer prices for products herein that are competitive with the prices offered by Supplier to other similarly situated customers under the same terms and conditions for purchase of a comparable volume of the same products from Supplier.

## **17. CONFIDENTIALITY**

### **A. Treatment and Protection**

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

### **B. Exclusions**

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

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**C. Return or Destruction**

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

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

**D. Confidentiality Statement**

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

**18. INDEMNIFICATION AND LIABILITY**

**A. Indemnification**

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all third party 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 or the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Solution or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

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

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Solution or Services, and in addition to all

other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Solution or Services, or any component thereof; or (b) replace or modify such infringing Solution or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Solution or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Solution. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Solution or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

#### **B. Liability**

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

**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. IN THE EVENT OF ANY LIABILITY INCURRED BY SUPPLIER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SUPPLIER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY THE AUTHORIZED USER FOR EITHER THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM; OR (B) \$100,000.00.**

#### **19. INSURANCE**

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence.

#### **20. SECURITY COMPLIANCE**

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

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

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

## **21. 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.

## **22. BANKRUPTCY**

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

## **23. GENERAL PROVISIONS**

### **A. Relationship Between VITA and Authorized User and Supplier**

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

**B. Incorporated Contractual Provisions**

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

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

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to this VITA-specific Contract that is 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](http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf)

In order to provide Authorized Users with all information available regarding compliance with Section 508 accessibility standards so that they can make informed decisions, Supplier makes available on its website, [www.cdwg.com/508](http://www.cdwg.com/508), accessibility features on products and services it offers for sale. Supplier's website includes information and links to manufacturers for each product or service with Section 508 information. This information is compiled using information received from the manufacturer, and Supplier will make all reasonable efforts to ensure that the information is timely and appropriately updated.

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

**C. Compliance with the Federal Lobbying Act**

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

**D. Governing Law**

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

**E. Dispute Resolution**

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

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

of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

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

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

**F. Advertising and Use of Proprietary Marks**

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

**G. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

- 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 Title 13.1 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 Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**M. Force Majeure**

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

**N. Remedies**

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

**O. Right to Audit**

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

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

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

**P. Offers of Employment**

During the first twelve (12) months of the Contract, Supplier shall not hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent.

**Q. Contract Administration**

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

**R. Entire Contract**

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

- i). Exhibit A Solution Requirements
- ii). Exhibit B Pricing
- iii). Exhibit C Escrow Agreement (*Provided by Supplier*)
- iv). Exhibit D Statement of Work (SOW) Template
- v). Exhibit E Change Order Template
- vi). Exhibit F End User Licensing Agreement
- vii). Exhibit G Certification Regarding Lobbying

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

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

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

[Signature Page to Follow]

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

CDW Government, LLC

By: Tara K. Barbieri

(Signature)

Name: Tara K. Barbieri

(Print)

Title: Director, Program Sales

Date: 20 Jan 2013

VITA

By: Sam Nixon, Jr.

(Signature)

Name: SAM NIXON, JR.

(Print)

Title: CIO - COVA

Date: Feb 4, 2013

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Contract Administrator

Reviewed

By: SNB

# **Exhibit A**

## **Requirements**

## Requirements

Description
General
Enterprise Risk Management
IT Governance
Operational Risk Management
Business Continuity Planning
Compliance
Audit
Technical Architecture
User Management
Database
Performance
Product Licensing and Other Required Software
Integration
System Management
Security and Access Control
Upgrades and Releases
Training and Implementation

General	A	B
<p>1</p> <p>Does your Solution comply with all current COV ITRM Policies and Standards, as applicable, found at: <a href="http://www.vita.virginia.gov/library/default.aspx?id=537">http://www.vita.virginia.gov/library/default.aspx?id=537</a></p> <p>If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.</p>	<p>N</p>	<p>RSA has reviewed each of the COV ITRM Policies and Standards as listed on the COV website, and finds the following:</p> <p><b><u>ITRM Wide and Supporting Documents</u></b></p> <ul style="list-style-type: none"> <li>• Information Technology Resource Management Policy (GOV102-01) (07/24/2009). N/A for RSA –policy for COV Agencies</li> <li>• Governance Document Development Process Standard (GOV101-01) (12/08/2004). N/A for RSA – standard for COV Agencies</li> <li>• COV ITRM Glossary (06/20/2012). N/A for RSA – glossary for COV Agencies</li> </ul> <p><b><u>Enterprise Architecture</u></b></p> <ul style="list-style-type: none"> <li>• Enterprise Architecture Policy (EA 200-02) (07/03/2012). N/A for RSA –policy for COV Agencies <ul style="list-style-type: none"> <li>o EA Change- Exception Request Form (08/24/2010). N/A for RSA – form for COV Agencies</li> </ul> </li> <li>• Enterprise Architecture Standard (EA 225-08) (10/19/2011). RSA's Archer eGRC product allows VITA to comply with its Enterprise Architecture Standard (EA 225-08). Because VITA has indicated this will be an on-premise deployment, compliance with these standards as they relate to the overarching EA Standard and other associated VITA policies is wholly dependent upon VITA's deployment decisions for the product (i.e. hardware versions and architecture; back-up processes, policies, etc). As such, complete scoping sessions and deployment architectures would need to be developed jointly by VITA and RSA to provide a comprehensive response to this standard. <ul style="list-style-type: none"> <li>o Information Technology Accessibility Standard (GOV103-00) (11/04/2005). This Standard is being addressed by Question 3, General Tab, Appendix E – Requirements of the RFP, where RSA has provided a response. <ul style="list-style-type: none"> <li>o WEB-R-14 Number of Primary Navigation Links: Blanket Exception for Code of Virginia Mandated Graphic Links – N/A for RSA – policy for COV agency websites</li> </ul> </li> </ul> </li> </ul>

General

A

B

• Enterprise Data Standards. These Standards are being addressed by Question 2, General Tab, Appendix E – Requirements of the RFP, where RSA has provided a response.

• EA Exception Request Log (08/12/2010) - N/A for RSA – form for COV Agencies

**Geographic Information Systems (GIS)**

• Model Virginia Map Accuracy Standards Guideline (ITRM Guideline OTH701-00) (03/15/2009) - N/A for RSA –policy for COV Agencies regarding GIS

**Information Security**

**Information Security Policy**

• IT Information Security Policy (SEC 519-00) (07/24/2009) - N/A for RSA – policy for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.

• IT Information Security Policy (SEC500-02) (07/17/2008) (Superseded by SEC519-00) - N/A for RSA – policy for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.

**Information Security Standards**

• IT Information Security Standard (SEC501-06) (04/04/2011) - N/A for RSA – standard for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.

• IT Security Audit Standard (SEC502-02.1) (08/06/2012) - N/A for RSA – standard for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.

• IT Standard Use of Non-Commonwealth Computing Devices to Telework (SEC511-00) (07/01/2007) - N/A for RSA – standard for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.

General

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- Removal of Commonwealth Data from Electronic Media Standard (SEC514-03) (03/15/2008) - N/A for RSA – standard for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- o Data Removal information - N/A for RSA – standard for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- Secure Remote Access to Online Court Documents Standard (SEC503-02) (03/28/2005) - N/A for RSA – standard for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- Virginia Real Property Electronic Recording Standard (SEC505-00) (05/01/2007) - N/A for RSA – standard for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.

**Information Security Guidelines**

- Information Systems Facilities Security Guideline (SEC517-00) (04/27/09) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- IT Contingency Planning Guideline (SEC508-00) (4/18/07) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- IT Data Protection Guideline (SEC507-00) (7/02/07) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- IT Logical Access Control Guideline (SEC509-00) (4/18/07) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- IT Personnel Security Guideline (SEC513-00) (2/15/2008) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.

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- IT Risk Management Guideline (SEC506-01) (12/11/2006) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
  - o IT Risk Assessment Instructions- Appendix D (SEC506-01) (12/14/2006) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- IT Security Audit Guideline (SEC512-00) (12/20/2007) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- IT Security Threat Management Guideline (SEC510-00) (07/01/2007) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- IT Systems Asset Management Guideline (SEC518-00) (04/27/09) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.
- IT Systems Security Guideline (SEC515-00) (07/17/2008) - N/A for RSA – guideline for COV Agencies. RSA is not proposing a hosted deployment of RSA Archer.

**Templates for Download**

- Corrective Action Plan Template - N/A for RSA – form for COV Agencies
- Exception Request Form - COV IT Security Policy and Standard - N/A for RSA – form for COV Agencies
- General Audit Program Example - N/A for RSA – form for COV Agencies
- Information Security System Security Plan - N/A for RSA – form for COV Agencies
- Interoperability Security Agreement Template - N/A for RSA – form for COV Agencies
- IT Security Audit Plan Template - N/A for RSA – form for COV Agencies

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	<ul style="list-style-type: none"> <li>• IT Security Audit Resources Template - N/A for RSA – form for COV Agencies</li> <li>• Public Kiosk Guideline Template - N/A for RSA – form for COV Agencies</li> <li>• Risk Assessment Report Template - N/A for RSA – form for COV Agencies</li> <li>• System Inventory and Definition Template - N/A for RSA – form for COV Agencies</li> <li>• Security Roles and Responsibilities Template - N/A for RSA – form for COV Agencies</li> <li>• VDEM Continuity Plan Template - N/A for RSA – form for COV Agencies</li> <li>• VDEM Guide to Identifying Mission Essential Functions - N/A for RSA – form for COV Agencies</li> <li>• Mission Essential Function Identification Worksheets - N/A for RSA – form for COV Agencies</li> </ul> <p><b>Project Management</b></p> <ul style="list-style-type: none"> <li>• Commonwealth Project Management Guideline (CPM 110-03) (03/14/2011) - N/A for RSA – project management guideline for COV Agencies</li> <li>• Project Management Standard (CPM 112-03) (01/12/2011) - N/A for RSA – project management standard for COV Agencies</li> <li>• Project Manager Selection and Training Standard (CPM 111-02) (11/28/2011) - N/A for RSA – standard for COV Agencies</li> </ul> <p><b>Technology Management</b></p> <ul style="list-style-type: none"> <li>• Technology Management Policy (GOV 105-03) (08/03/2011) - N/A for RSA –policy for COV Agencies</li> <li>• Information Technology Investment Management (ITIM) Standard (CPM 516-01) (05/09/2012) - N/A for RSA – standard for COV Agencies</li> </ul> <p>• COV ITRM Glossary (06/20/2012) - N/A for RSA – Technology Management Glossary for COV Agencies</p> <p><b>Supply Chain Management</b></p> <ul style="list-style-type: none"> <li>• Supply Chain Management Policies - N/A for RSA –Supply Chain Management Policy for COV Agencies</li> </ul>	<p>RSA has reviewed each domain in the Enterprise Standards Repository for "Adopted" standards, and finds that none apply to / are applicable to our proposed Enterprise Governance, Risk, and Compliance solution. The domains in the repository with standards in place all seem to be predominantly related to health, clinical care,</p>
<p>Does your Solution's proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at:  <a href="http://www.vita.virginia.gov/oversight/default.aspx?id=10344">http://www.vita.virginia.gov/oversight/default.aspx?id=10344</a></p>	<p>2</p>	

General		A	B
	If not, please explain.	N	immunization, and electronic laboratory reporting etc. It is envisaged that RSA Archer could itself be deployed by VITA as the tool used to monitor the compliance of other systems with the proposed data standards themselves; especially in light of the need to ensure compliance with such standards related to healthcare etc.
	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: <a href="http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf">http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf</a> (Refer to <a href="http://www.section508.gov">www.section508.gov</a> and <a href="http://www.access-board.gov">www.access-board.gov</a> 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.	Y	RSA has completed the VPAT Template (Appendix C of the Accessibility Standard (GOV103-00)) as well as providing its own VPAT Form for RSA Archer eGRC Platform.
4	Does your Solution Include support for the following: enterprise risk management, information technology governance, operational risk management, incident management, threat management, audit, compliance, business continuity management, and policy management? If yes, please explain.	Y	RSA Archer offers 9 core solutions: Enterprise Management, Policy Management, Risk Management, Compliance Management, Incident Management, Vendor Management, Audit Management, Business Continuity Management and Threat Management.
5	Does your Solution include relatable modules? (i.e. centrally stored regulations should be accessible from each module and audit findings should be accessible in compliance/ERM modules, etc.) If yes, please explain.	Y	The RSA Archer core solutions sit on top of a single Platform - enabling data from solutions to be related or cross-referenced. This allows information (such as regulations of findings) to be tracked within one solution but related/cross-referenced to multiple solutions.
6	Does your Solution leverage Microsoft Office Products (particularly Word, Excel, and PowerPoint) to allow data and chart exports for external reporting needs and to allow current data to be migrated into GRC product to create baseline policy and procedures library as well as programmatic templates, etc.? If yes, please explain.	Y	All data tracked within the RSA Archer eGRC Platform can be exported to MS Office applications - including Word and Excel. Additionally, information from any flat, delimited file (i.e. CSV, TXT, XML) can be imported into the product using the point-and-click, wizard-driven, code-free interface of the Data Import Manager.
7	Does your Solution have the ability to be scalable? (i.e. purchasing one or more modules at a time or capable of implementing one module at a time and adding users as needed) If yes, please explain.	Y	The RSA Archer eGRC tool is modular in nature - core modules may be purchased over time. An enterprise user licensing model is being proposed to VITA with no limit to the number of users to access the tool from the first day the product is licensed.

General		A	B
8	Does your Solution include specific hardware and sizing requirements needed for your GRC software to be housed at VITA's data center? If yes, please explain.	Y	The RSA Archer Installation Guide provides a detailed listing of required hardware for implementing Archer. Additionally, the Sizing Guide provides guidelines for sizing your environment depending on its intended usage, number of solutions licensed, number of anticipated concurrent users, etc.
9	Does your Solution's software include configurable password rules? (i.e. ability to make password strong through specifying length, special characters, expiration periods, etc) If yes, please explain.	Y	A security parameter is a collection of rules that determine a user's password creation restrictions, account lockout duration, allowable grace logins, session timeout behavior and active session time frames. Administrators can create any number of security parameters, but they can only assign one parameter to each user.
10	Does your Solution's software include the ability to be configured to allow access to screens and data based on user roles? If yes, please explain.	Y	The RSA Archer eGRC Platform provides the ability to create any number of dashboards with information relevant to various users and roles. Dashboard display can be controlled using the eGRC Platform's robust access control capabilities.
11	Does your Solution include documentation describing how long your Solution has been on the market? If yes, please explain.	Y	RSA Archer has been providing eGRC Services for over 10 years.

Enterprise Risk Management		A	B
1	Does your Solution's software provide a top-down strategy to identify the main organizational objectives and the risks to meeting those objectives? If yes, please explain.	Y	The RSA Archer Risk Management solution provides the ability to document high-level risks in a Risk Register and link them to organizational objectives, mitigating controls, key risk indicators, etc.
2	Does your Solution's documentation start at a strategic level, layers above the aggregation of all existing risks and controls in the business operations? If yes, please explain.	Y	The RSA Archer Risk Management solution provides a Risk Register that allows risks to be mapped directly to strategic organizational objectives.
3	Does your Solution's software have a systematic and structured way of aligning an organization's approach to risk with its strategy? If yes, please explain.	Y	The RSA Archer Enterprise Management solution provides the ability to document your organizational hierarchy. Risks being tracked in the Risk Management solution may be mapped to the hierarchy as well as organizational objectives to understand risk in relation to the organization's strategy and mission.
4	Does your Solution's software integrate the concepts of strategic planning, operational management and internal controls? If yes, please explain.	Y	The RSA Archer Risk Management solution provides a holistic approach to managing risk as it relates to the strategic objectives and plans of your organization, operational management of people, process and technology and internal controls documentation.
5	Does your Solution's software identify future growth opportunities and strategic objectives for the business context (via facilitated sessions or surveys)? If yes, please explain.	Y	The RSA Archer Risk Management solution can provide a place to document information from facilitated sessions conducted to identify future growth opportunities. Additional its robust survey capabilities allow VITA to poll the organization periodically to uncover growth opportunities.
6	Does your Solution's software allow the ability to develop or adopt a risk framework (COSO ERM, FERMA, OCEG or other similar frameworks)? If yes, please explain.	Y	In its out-of-the-box configuration, the RSA Archer Risk Management solution is based upon the COSO-ERM, ISO-31000 and NIST frameworks. The flexibility of the RSA Archer eGRC Platform allows VITA to adopt any risk framework.
7	Does your Solution's software have the ability to identify and assess the most significant risks to achieving the objectives and opportunities? If yes, please explain.	Y	The RSA Archer Risk Management solution's Risk Register allows VITA to document all risks to achieving objectives and opportunities. An evaluation/assessment of each risk can be conducted to evaluate the Inherent, Residual and Calculated Residual Risk Rating for each risk. This enables VITA to view the most significant risks according to these evaluations.
8	Does your Solution's software have the ability to create a risk summary report that describes key risks, how they are being managed and monitored, remediation of key issues, and accountability? If yes, please explain.	Y	The RSA Archer eGRC Platform's built-in reporting engine allows VITA to report on all risks, their metadata and relationships captured within the system and to display the data in a variety of formats – including detailed list reports or high-level summary charts and graphs. All reports can be saved and added to a dashboard or emailed to a pre-defined set of users and/or groups. Reports return real-time data and are drillable to view the detail underlying them.
9	Does your Solution's software have graphical, color-coded reports of strategic objectives and the evaluation of risk where specific criteria are accessed? If yes, please explain.	Y	The RSA Archer eGRC Platform's reporting capabilities support the use of color-coding.

<b>Enterprise Risk Management</b>		<b>B</b>
<b>A</b>	<b>B</b>	<b>B</b>
<b>10</b>	Does your Solution's software allow for representation of business processes, applications, and systems as objects? If yes, please explain.	<p>The RSA Archer Enterprise Management solution allows VITA to document information about business processes, applications, systems, devices, etc. Relationships may be created amongst these components using the eGRC Platform's cross-reference capabilities.</p> <p>The RSA Archer eGRC Platform's workflow capabilities allow VITA to define and automate business processes. The Platform allows VITA to automatically assign tasks based on data conditions, such as risk ownership, business unit, etc. The Platform allows VITA to automatically notify users via email when new information requires their attention, when tasks enter their queue or as deadlines approach. The Platform enables VITA to define simple or complex notification rules. Email notifications can also include direct links to the content that users need to take action or make a decision.</p>
<b>11</b>	Does your Solution's system support workflows throughout the whole software solution? If yes, please explain.	<p>Y</p>

IT Governance		A	B
1	Does your Solution's IT assets and specific IT processes include the ability to be defined in the application in order to support IT governance? If yes, please explain.	Y	The RSA Archer Enterprise Management solution allows VITA to document its assets (including IT assets such as applications, devices, systems, etc.).
2	Does your Solution's software have the ability to assess the significance and vulnerability of the organizational IT assets? If yes, please explain.	Y	Assets defined in the RSA Archer Enterprise Management solution may be assigned a 'criticality rating' (significance rating) as well as a 'risk rating' (vulnerability rating). The out-of-the-box calculations and methodologies may be modified by VITA using the eGRC Platform Application Builder's built-in calculation engine.
3	Does your Solution include processes mapped to industry best practices as defined by NIST, CobIT, ITIL or ISO or similar standards? If yes, please explain.	Y	The RSA Archer Policy Management Solutions includes the content for more than 145 Authoritative Sources (including NIST, COBIT, ITIL, and ISO). The content of these sources (along with the Control Standards, Control Procedures and Policies mapped to them) may be mapped to one or more of your business processes.
4	Does your Solution's software include the NIST and CobIT models? If yes, please explain.	Y	The RSA Archer Policy Management solution includes COBIT and NIST content as well as mappings to 17 ISO-based policies, 900 supporting Control Standards and 6,000 supporting technical Control Procedures.
5	Does your Solution's IT risk and control information include the ability to be documented and tested? If yes, please explain.	Y	The RSA Archer Risk and Policy Management solutions allow VITA to document a Risk and Control framework. Within the RSA Archer Compliance Management Solution, VITA may perform control testing and validation activities.
6	Does your Solution's IT loss incidents and events include the ability to be tracked and monitored? If yes, please explain.	Y	The RSA Archer Risk Management solution provides VITA the ability to track loss events (incidents) and monitor them through reporting.
7	Does your Solution include surveys that can be sent out to ensure IT best practice conformance? If yes, please explain.	Y	The RSA Archer Risk Management Solution provides VITA with the functionality to create any number of surveys/questionnaires to be sent out to ensure IT best practice conformance. The RSA Archer Question Library contains 12,000 questions out-of-the-box (to which VITA may add its own questions). These questions may be mapped to one or more Authoritative Source, Control, Risk or Policy.
8	Does your Solution manage surveys including sending out the survey request, accepting the survey responses from multiple stakeholders, and managing the response data? If yes, please explain.	Y	The RSA Archer Risk Management solution's survey functionality allows VITA to automate the process for creating and deploying surveys, notifying users of the request to complete, accepting responses (multiple stakeholders) and managing/scoring the response data. Additionally, the Platform supports the automatic generation of Findings for incorrect responses provided.
9	Does your Solution's software include reports to support IT governance? If yes, please explain.	Y	The RSA Archer Policy, Enterprise, Compliance and Risk solutions each contain approximately 75 pre-configured reports out-of-the-box. VITA is able to create additional reports using the eGRC Platform's built-in reporting engine.

Operational Risk Management		A	B
1	Does your Solution include an explanation of how operational risk management efforts are streamlined in your Solution's software? If yes, please describe.	Y	The RSA Archer Risk Management solution provides the ability to streamline the process for identifying, documenting, evaluating, responding to and monitoring operational risks.
2	Does your Solution's application automatically distribute work to impacted users and track it to completion? If yes, please describe.	Y	The RSA Archer eGRC Platform's Workflow capability provides the ability to automatically distribute work to impacted users and track it to completion.
3	Does your Solution include the ability of the operational risks to be mapped against industry-standard frameworks such as NIST, COSO, COBIT or Basel II? If yes, please describe.	Y	Risks tracked within the RSA Archer Risk Management solution may be mapped to industry standards and regulations tracked within the RSA Archer Policy Management Solution.
4	Does your Solution's software support mapping risks to a flexible framework to ensure organization specific terminology and methodology? If yes, please describe.	Y	The RSA Archer eGRC Platform provides VITA with the ability to use organization-specific terminology and methodology for Risk Management. All modifications to the out-of-the-box solution are made using a code-free, wizard-driven GUI.
5	Does your Solution's software focus on risks that span across all operations, not just financial? If yes, please explain.	Y	The RSA Archer Risk Management solution allows organizations to document, track and manage all types of risks - including IT, Enterprise, Operational, etc. Risks may be associated to a Risk Hierarchy defined by VITA to allow for reporting on different categories of risks.
6	Does your Solution's software provide reports to support operational risk management? If yes, please explain.	Y	Out-of-the-box, the Risk Management solution includes more than 75 pre-built reports that support operational risk management. Additionally, the eGRC Platform's built-in reporting capabilities allow VITA to build its own ad hoc reports using a point-and-click, wizard-driven GUI.
7	Does your Solution allow all identified risks, for a specific process, to be viewed and drilled into from the process form? If yes, please explain.	Y	The RSA Archer eGRC Platform supports cross-referencing risks from a process form. All cross-referenced risks can be drilled into from the process form via the cross-reference field.
8	Does your Solution's application allow for aggregation of risks across the organization? If yes, please explain.	Y	The RSA Archer Enterprise Management solution allows VITA to document its organizational hierarchy. Risks being tracked within the RSA Archer Risk Management solution may be mapped to various levels of the organizational hierarchy or to the Risk Hierarchy included with the Risk Management solution. Aggregation of risk scores at any of these levels is possible using the eGRC Platform's built-in calculation engine. Calculations are included out-of-the-box and may be modified or built from scratch using a point-and-click GUI and require no custom code.
9	Does your Solution allow for individual risks to be scored according to significance to the organization and the likelihood of the risk actually occurring? If yes, please explain.	Y	The RSA Archer Risk Management solution's risk evaluation criteria includes Impact and Likelihood in its out-of-the-box configuration. Each risk may be evaluated individually, and risk scores can be aggregated at the category or organizational hierarchy level as well.

Operational Risk Management		A	B
10	Does your Solution's software track key performance indicators/key risk indicators? If yes, please explain.	Y	The RSA Archer Risk Management solution includes a Metrics application to track Key Risk and Key Performance Indicators.
11	Does your Solution's software track near misses, losses, or fines and penalties for any given process? If yes, please explain.	Y	The RSA Archer Risk Management solution includes a Loss Events application to track all near misses, losses, fines/penalties, etc. Each Loss Event may be linked to one or more Risks as well as segments of the business. Additionally, the sum total of Loss Events for the year may contribute to a Risk's Calculated Residual Risk.
12	Does your Solution integrate with any third party tools? If yes, please explain and list all third party tools.	Y	The RSA Archer eGRC Platform's Data Feed Manager (DFM) allows for integration with any system that produces a flat, delimited file (i.e. CSV, XML) RSS feed, or allows for a direct query of its database.
13	Does your Solution track risk assessment findings? If yes, please explain.	Y	The RSA Archer Risk Management Solution's bottoms-up approach allows organizations to deploy risk assessments to the organization. Findings resulting from 'incorrect' responses may be automatically generated by the tool and put into a workflow for response by remediation or acceptance of the risk. All Findings may be linked to Risks, Controls, Policies, Authoritative Sources, etc.
14	Does your Solution support reporting security incidents? If yes, please explain.	Y	The RSA Archer Incident Management solution allows organizations to manage the process of reporting, documenting, responding to and investigating incidents of all types - including security incidents.
15	Does your Solution support multiple people working on the same incident? If yes, please explain.	Y	The RSA Archer eGRC Platform's Access Control capabilities provide the ability to allow multiple users to work on the same incident. Please note that by default, only one user may edit an incident record at a given time (to preserve the integrity of the data entered and avoid conflicting entries).
16	Does your Solution support threat management? If yes, please explain.	Y	The RSA Archer Threat Management solution provides the ability to centralize and prioritize vulnerability alerts and scan results and the resulting remediation workflow.

Business Continuity Planning		A	B
1	Does your Solution support recording business impact analysis? If yes, please explain.	Y	The RSA Archer Business Continuity Management solution includes the ability to conduct Business Impact Analyses (BIAs). The BIA may be conducted against a process, facility or other entity. In its out-of-the-box configuration, the BIA includes an Operational, Financial, Regulatory and Reputational rating as well as an overall Criticality Rating. All calculations and questions are fully configurable using the flexible eGRC Platform's Application Builder.
2	Does your Solution allow business processes to associate with business objects such as systems, data sets, and applications? If yes, please explain.	Y	The RSA Archer Enterprise Management solution allows VITA to document its business hierarchy as well as its enterprise infrastructure - including Business Processes, Products and Services, Information Assets, Applications, Devices, Facilities and Contacts. Relationships between these components may be created using the eGRC Platform's cross-referencing capabilities.
3	Does your Solution allow for disaster recovery plan documentation? If yes, please explain.	Y	The RSA Archer Business Continuity Management solution includes the ability to document Disaster Recovery Plans, Teams and Response Procedures.
4	Does your Solution identify the impacts to the assets involved when a business function is impacted? If yes, please explain.	Y	The RSA Archer Enterprise Management solution provides the ability to document upstream and downstream impacts to business functions. These relationships can be analyzed using the Business Continuity Management Solution's BIA functionality (described in requirement 1 above).

Compliance		A	B
1	Does your Solution's software provide users with a repository of legislation, regulations and company policies and standards? If yes, please explain.	Y	The RSA Archer Policy Management solution provides a Content Library of more than 145 laws, regulations and industry standards mapped to 17 ISO-based Policies, 900 Control Standards, 6,000 technical Control Procedures and 12,000 Questions to be used on assessments. VITA is able to leverage this content, suppress/delete it or add its own content using the eGRC Platform's user-friendly, code-free Data Import Manager.
2	Does your Solution's software include the ability to be used as a central reference point for all compliance information? If yes, please explain.	Y	The RSA Archer Policy and Compliance Management solutions serve as the centralized repository for all external and internal drivers to compliance as well as evidence of all control testing and validation activities.
3	Does your Solution's software handle the creation of new compliance requirements? If yes, please explain.	Y	The RSA Archer Policy Management solution provides VITA with the ability to ensure policies and controls are in place to respond to existing requirements. As new requirements (i.e. laws, regulations, industry standards) are enacted, VITA may leverage the eGRC Platform's functionality to manage the process for developing new content and ensuring its approval by the necessary stakeholders.
4	Expanding on the question above, do each of your Solution's compliance programs risk assessments have its own set of criteria, possible answers, points and weightings? If yes, please explain.	Y	The RSA Archer Policy Management solution provides VITA with a Question Library of more than 12,000 questions mapped to regulations, controls, risks, etc. Each question may have a defined set of response choices with one or more incorrect responses identified. Each question may be weighted and various numeric values (points) may be associated with each response. VITA is able to add additional compliance programs/risk assessments using the code-free, wizard-driven interface.
5	Does your Solution's software handle superseding, archiving or deletion of compliance requirements? If yes, please explain.	Y	Compliance programs/requirements included in the RSA Archer Policy Management solution's Content Library may be deleted and/or suppressed by VITA according to its requirements. This is done using the point-and-click, code free interface of the eGRC Platform.
6	Does your Solution's compliance requirements have the ability to be mapped to a business hierarchy? If yes, please explain.	Y	Compliance requirements tracked within the RSA Archer Policy Management solution may be mapped to one or more levels of the organizational/business hierarchy documented within the RSA Archer Enterprise Management solution.
7	Does your Solution's software record the consequences (financial and non-financial) of non-compliance with different requirements? If yes, please explain.	Y	RSA Archer's Policy Management solution provides the ability for VITA to capture all relevant attributes of external and internal requirements - including consequences and cost of compliance.
8	Does your Solution's compliance programs have the ability to create compliance related assignments or tasks to track responsibility and expected completion dates? If yes, please explain.	Y	The RSA Archer Compliance Management solution and eGRC Platform's workflow functionality enable VITA to create compliance tasks and assign them to users for completion. The eGRC Platform's built-in workflow engine provides the ability to send reminder notifications as due dates approach and are passed. Reports help track responsibility and upcoming deadlines/completion dates.

Compliance		A	B
9	Does your Solution allow each owner to have sign-off ability to close out a compliance period, archive their compliance program data and begin the cycle for the next compliance period? If yes, please explain.	Y	The RSA Archer eGRC Platform provides the ability to designate a final reviewer and approver with the authority to close out a compliance period. The closure of a compliance period may begin the next compliance cycle/period.
10	Does your Solution allow for the creation of compliance programs? If yes, please explain how they are created and displayed.	Y	The RSA Archer Policy Management solution provides compliance programs in its out-of-the-box Content Library. Additional programs can be created using the eGRC Platform's wizard-driven interface.
11	Does your Solution have the ability to do a risk assessment to assist in understanding the relative importance of compliance programs (such as complexity of managing compliance, cost of non-compliance, guidance, history, etc.)? If yes, please explain.	Y	The RSA Archer Compliance Management solution provides the ability to create risk assessments and surveys to assess the impact of various compliance programs. These assessments are fully configurable by VITA - including which questions are included, the scoring/weightings, and the workflow for their completion and review.
12	Expanding on the question above, do each of your Solution's compliance programs risk assessments have its own set of criteria, possible answers, points and weightings? If yes, please explain.	Y	Assessments created using the RSA Archer eGRC Platform's are fully configurable by VITA - including which questions are included, the scoring/weightings, and the workflow for their completion and review.
13	Does your Solution allow users to rank compliance programs? If yes, please explain.	Y	The RSA Archer Policy Management solution's content includes 'rankings' - identifying authoritative sources and compliance programs according to their criticality/ranking (key vs. non-key, etc.). Additional rankings can be added by VITA according to its terminology and methodology.
14	Does your Solution's software have the ability to link to supporting external requirements from the compliance programs? If yes, please explain.	Y	External requirements (authoritative sources) tracked within the Policy Management solution may be linked to one or more compliance programs using the eGRC Platform's cross-reference capabilities.
15	Does your Solution's software include the ability to create compliance related surveys? If yes, please explain.	Y	The RSA Archer Compliance Management solution provides the ability to create risk assessments and surveys to assess the impact of various compliance programs. These assessments are fully configurable by VITA - including which questions are included, the scoring/weightings, and the workflow for their completion and review.
16	Does your Solution's survey functionality include the ability to assign multiple recipients from a single template and reporting across different statutory entities? If yes, please explain.	Y	The RSA Archer eGRC Platform provides the ability to assign various recipients to the same survey for completion of various components. Questions used on the survey may be pulled from the centralized Question Library, with questions tied to one or more authoritative source (statutory entity). This enables scoring to be displayed as a sum total or across various statutory entities/authoritative sources.
17	Does your Solution's software include the ability to view, print and report on all compliance related surveys? If yes, please explain.	Y	The RSA Archer eGRC Platform provides the ability to view, print and report on all compliance related surveys using the print/export functionality and advanced search capabilities.

Compliance		A	B
	Does your Solution include workflow for policy reviews and approvals? If yes, please explain.		The RSA Archer Policy Management solution provides the ability to manage the creation and maintenance of policies and their associated control standards and procedures. As a policy's next review date approaches, notifications may be sent to the policy owner or the individual/group responsible for the initial review. All changes and updates are tracked by the system's History Log. The updated version is not published to a broader audience until all stakeholders have reviewed and final approval has been granted. The workflow stages and review cycle and frequency are entirely configurable by VITA.
18		Y	
19	Does your Solution include a policy repository where employees can access them? If yes, please explain.		All policies are stored and accessible within the RSA Archer Policy Management solution. Additionally, a Policy Center workspace may be leveraged to present policies in a user-friendly format.
20	Does your Solution include a repository of policies and controls? If yes, please explain.	Y	All policies and their associated controls are stored and accessible within the RSA Archer Policy Management solution.
21	Does your Solution support authoring of policies? If yes, please explain.	Y	The RSA Archer Policy Management solution provides the ability to manage the creation of policies. A new policy will not be published to a broader audience until all stakeholders have reviewed and final approval has been granted. The workflow stages and review cycle and frequency are entirely configurable by VITA.
22	Does your Solution include a repository of technical baselines based on controls? If yes, please explain.	Y	The RSA Archer Policy Management solution's Content Library includes more than 6,000 technical Control Procedures mapping to approximately 100 technologies. These Control Procedures are mapped to more than 900 Control Standards.
23	Does your Solution support documenting exceptions to policy? If yes, please explain.	Y	The RSA Archer Policy Management solution includes the ability to document Exception Requests (waivers) to policies and standards. Exceptions may document the business justification for the exception as well as its expiration date.
24	Does your Solution track if exceptions expire? If yes, please explain.	Y	As the expiration date of Exception Requests within the Policy Management Solution approaches, the eGRC Platform can automate the process for notifying the requestor of the expiration and requiring an extension request or remediation activity.

Audit		A	B
1	Does your Solution's software have a personal dashboard for access to all personal data? If yes, can auditors have access to their workpapers from one point of reference? Please explain.	Y	The RSA Archer eGRC Platform's dashboard capabilities provide the ability to create one or more dashboards for various roles and groups. A dashboard for staff auditors, for instance, could display all the open and/or closed workpapers assigned to them in a single queue. Additionally, you may grant users/groups the right to create their own personal reports and dashboard.
2	Does your Solution allow easy accessibility to documents that are waiting for review? If yes, please explain.	Y	The RSA Archer eGRC Platform's dashboard capabilities enable VITA to create reports and dashboards for reviewers to clearly display all items awaiting review. Reports and work queues are updated in real-time; as items are approved/rejected/closed out, they disappear from the user's queue.
3	Does your Solution's application have the capability to assess audit risk independent of the business unit? (A business owner score and an audit score) If yes, please explain.	Y	In the RSA Archer Audit Management's out-of-the-box configuration, each Auditable Entity (i.e. Business/Organizational Unit) has two risk ratings - one from the audit team and one from the business owner. An average of the two produces an overall risk rating, which drives the next audit date. This methodology and all calculations may be modified by VITA using the flexibility of the eGRC Platform's Application Builder.
4	Does your Solution's organizational units have the ability to be placed on the audit schedule directly from the risk assessment? If yes, please explain.	Y	The RSA Archer Audit Management solution places entities/units on the audit schedule based upon the outcome of the audit risk assessment and business owner self-assessment. The methodology and associated calculations are modifiable using the eGRC Platform's code-free Application Builder.
5	Does your Solution's auditable entities have the ability to be assessed independent of risk? If yes, please explain.	Y	The RSA Archer Audit Management solution provides the ability to assess an auditable entity or organizational unit independent of risk. As described in response to previous requirements, the out-of-the-box configuration of the solution assesses each entity according to its audit risk and business risk; the requirement for either or both of these can be eliminated.
6	Does your Solution's auditable entities have the ability to be placed on the audit schedule directly from the risk assessment? If yes, please explain.	Y	The RSA Archer Audit Management solution places entities/units on the audit schedule based upon the outcome of the audit risk assessment and business owner self-assessment. The methodology and associated calculations are modifiable using the eGRC Platform's code-free Application Builder.
7	Does your Solution's software allow for storage of a process universe, including a risk and control matrix, for each process that can be updated periodically during audits? If yes, please explain.	Y	The RSA Archer Enterprise Management solution provides the ability to document a process universe (Business Processes). All processes may be cross-referenced to one or more Risks in the Risk Register and Controls in the Control Library. A Risk and Control Matrix (RCM) may be displayed as a report - showing these relationships. As relationships between risks, controls and processes are updated, these changes will be represented in the RCM.

Audit		A	B
8	Does your Solution allow entire processes to be automatically placed on the audit schedule based on a process level risk assessment? If yes, please explain.	Y	If Processes tracked within the RSA Archer Enterprise Management solution are assessed for risk, the resulting risk score/rating can qualify it to be automatically placed on the audit schedule. All controls tied to the Process may be associated with the project to ensure they are addressed in testing.
9	Does your Solution's audit programs have the ability to be pre-populated with the process universe data, including which risks are applicable for the audit and which controls to test? If yes, please explain.	Y	The RSA Archer Audit Management solution provides a repository for Audit Programs. The template for each program includes fields to document the addressed/applicable Risks and Controls as well as the ability to cross-reference processes stored within the Enterprise Management solution.
10	Does your Solution's process data, including updates to risk and control, roll forward to the original process documentation so that the information is up to date for the next audit? If yes, please explain.	Y	The RSA Archer eGRC Platform supports the maintenance of all risks, controls, test plans, etc. within a single location. The RSA Archer Compliance Management solution includes a Historical Compliance repository that allows VITA to take an automated snapshot of the Risk and Control Matrix (i.e. risks, controls, test plans, etc.) and use it as a starting point for the following year.
11	Does your Solution's organizational units (audit universe areas) and business processes have the ability to be added to the system? If yes, please explain.	Y	Leveraging the eGRC Platform's user-friendly interface, new organizational units, processes, etc. can be added to the system at any time by users who have been granted the necessary permissions to do so. Each new entity can be linked to the appropriate controls, risks, etc. using a point-and-click, intuitive interface.
12	Does your Solution's controls have the ability to be shared across risks, processes and entities? If yes, please explain.	Y	The RSA Archer eGRC Platform provides the ability to document a record once and reference it any number of times across the Platform. For example, a control may be documented once within the Policy Management solution and referenced multiple times - linked to risks, processes, etc.
13	Does your Solution's testing procedures, templates and descriptions have the ability to be stored centrally and pushed out to work papers during an audit to ensure proper testing and documentation procedures are being followed? If yes, please explain.	Y	The RSA Archer Audit Management solution provides the ability to centrally document testing procedures, descriptions and templates. Within an Audit Project, the appropriate controls/programs can be identified and automatically pushed into Audit Workpapers.
14	Does your Solution include a standard library? If yes, please describe what it includes.	Y	The RSA Archer Policy Management solution includes a Standard Library with more than 900 standards. These standards can be mapped to audits, audit programs, and auditable entities using the eGRC Platform's cross-reference capabilities.
15	Does your Solution's standard library include ease of accessibility from the audit? If yes, please explain.	Y	The Standards Library stored within the Policy Management solution is easily accessible from the Audit Management solution due to the eGRC Platform's cross-reference capabilities.
16	Does your Solution include checklists? If yes, please describe what they include.	Y	The RSA Archer Audit Management solution includes a Quality Assurance Checklist to ensure all necessary activities related to each project are completed. Additionally, a milestone checklist is included and checklists for each audit procedure/program.

Audit		A	B
17	Does your Solution include configurable checklists? If yes, please explain.	Y	All checklists included with the RSA Archer Audit Management solution are configurable by VITA using the eGRC Platform's code-free interface.
18	Does your Solution include the tracking of the status of each step in the checklist for management oversight? If yes, please explain.	Y	The RSA Archer eGRC Platform provides the ability to track and report on the status of each test associated with a checklist documented within the Audit Management Solution.
19	Does your Solution's audit group names, type names, etc. have the ability to be configured? If yes, please explain.	Y	All terminology and taxonomy within the RSA Archer solution set can be modified and configured using the code-free interface of the RSA Archer eGRC Platform's Application Builder.
20	Does your Solution allow work paper ownership to be transferred from one auditor to another? If yes, please explain.	Y	The RSA Archer eGRC Platform enables the ownership of a record or task (such as a workpaper) to be transferred or delegated to another user or group by users who have the necessary rights to do so.
21	Does your Solution allow audits to be automatically scheduled from the risk assessment? If yes, please explain.	Y	The RSA Archer Audit Management solution automatically projects/schedules each entity's next audit date based upon the outcome of the audit and business risk assessments.
22	Does your Solution allow audits to be automatically scheduled off of a cycle for any given process in the universe? If yes, please explain.	Y	The RSA Archer Audit Management solution allows the next audit date of an entity to be automatically scheduled using any criteria required by VITA - including attributes of a process or other component related to the auditable entity.
23	Does your Solution allow audits to be created on an ad hoc basis? If yes, please explain.	Y	Audits may be created according to the audit schedule or on an ad hoc basis by users who have been granted the appropriate rights via the eGRC Platform's Access Control capabilities.
24	Does your Solution allow audits to be planned by year and/or by quarter? If yes, please explain.	Y	The RSA Archer eGRC Platform's reporting capabilities provide the ability to view all upcoming audits by quarter or year. Additionally, audits may be scheduled/planned by year and/or quarter using the eGRC Platform's built-in reporting engine.
25	Does your Solution allow staff to be assigned to an audit before the audit begins, including the identification of managers, team lead auditors and staff auditors? If yes, please explain.	Y	Yes, the Audit Management solution allows you to easily review utilization and capacity for audit staff, and assign personnel to audit projects and tasks. Time and expense functionality allows you to monitor budgeted and actual time for audit work, along with associated expenses. You can also staff audit projects appropriately based on skill sets, experience, accreditations, etc.
26	Does your Solution's audit plans have the ability to be viewed in a calendar format? If yes, please explain.	Y	The RSA Archer eGRC Platform's built-in Advanced Search and Reporting capabilities allow audit plans and schedules to be viewed in a calendar format.
27	Does your Solution's audit plans have the ability to be updated from a calendar format? If yes, please explain.	Y	Each planned audit/project can be drilled into from the calendar report interface and users with the appropriate rights are able to modify the plans on the fly.
28	Does your Solution include easily determined staff availability? If yes, please explain.	Y	You are able to assign tasks to staff members. Each task is associated with a project and has an estimated number of hours associated with it. You are able to generate reports to show staff availability based upon the projects they're working on or tasks to which they have been assigned.

Audit		
	A	B
29	Does your Solution track anticipated start and stop dates for planned audits? If yes, please explain.	In its out-of-the-box configuration, the RSA Archer Audit Management solution provides the ability to document each project's anticipated start and stop dates using the date field-type.
30	Does your Solution's audits have the ability to be placed on hold? If yes, please explain.	The RSA Archer eGRC Platform allows users with appropriate rights to place an audit on hold at any time.
31	Does your Solution allow other milestones of an audit to be planned, including kickoff date, draft report date, closing meeting date, audit close date, etc? If yes, please explain.	The RSA Archer Audit Management Solution includes a series of milestones out of the box - including kickoff date, draft report due date, closing meeting date, etc. You may modify these if required. As each milestone is completed, RSA Archer tracks when a milestone is marked as such and the user who did so.
32	Does your Solution allow audits, on the schedule, to be viewed in a drill down report format? If yes, please explain.	All reports created using the RSA Archer eGRC Platform's built-in reporting engine have drill-down functionality to view more detailed information about a report component, such as audits on the schedule.
33	Does your Solution's audits have the ability to be scheduled and sorted by audit type? If yes, please explain.	The RSA Archer Audit Management solution captures an auditable entity type and audit project type. These fields may be used in running reports (i.e. Audit Projects by Category) or used as variables in scheduling audits.
34	Does your Solution's software allow access restrictions to be placed on confidential audits for fraud or other related internal reviews? If yes, please explain.	The RSA Archer eGRC Platform's Access Control capabilities provide VITA with the ability to restrict access to certain audits or even fields within an audit based upon key attributes - such as a confidential status. Access Control is configured via the code-free eGRC Platform's Application Builder.
35	Does your Solution include an expense budget that can be set for each audit, including budgeted line items like transportation fare, meals, lodging, etc.? If yes, please explain.	Out-of-the-box, the Audit Management solution tracks a budget for each project. Budget line items can be tracked through the addition of fields using the eGRC Platform's code-free interface.
36	Does your Solution's software allow for expense reports to be filled out by audit staff and linked back to the appropriate budgets? If yes, please explain.	The RSA Archer Audit Management Solution allows auditors to complete and submit expense reports. Each expense slip / line item can be linked to a cost center and/or project. A sum total of all expenses related to an audit can be calculated and compared to the budgeted amounts, allowing VITA to track actuals and overages.
37	Does your Solution's software allow for time budgets to be created for each audit and audit section (sub-activity within an audit)? If yes, please explain.	The RSA Archer Audit Management solution provides the ability to estimate hours/time budgets according to the staffing plan for each audit phase. For example there is an estimated number of hours for planning, field work, wrap-up, etc. based upon number of hours assigned to auditors.
38	Does your Solution allow time slips be filled out in the application allowing actual time vs. budget time to be compared by audit, by audit group, by year, etc? If yes, please explain.	The RSA Archer Audit Management Solution allows auditors to complete Time Slips (tied back to an Audit Phase that is part of a Project). Using the eGRC Platform's built-in reporting engine, you can run reports to compare time slips by audit, group, year or any other attribute of the time slips.

Audit		A	B
39	Does your Solution's software differentiate itself between planning and scheduling? If yes, please explain.	Y	Within the RSA Archer Audit Management solution, scheduling involves scheduling of human resources. Planning involves selecting the appropriate audit programs and checklists for completion to address all risk exposures and validate all controls.
40	Does your Solution's system allow for more than one process to be audited in a given audit? If yes, please explain.	Y	You are able to include more than one process in a given audit using the eGRC Platform's Cross Reference functionality. At the Audit Project level, you will select which processes are being audited.
41	Does your Solution allow for additional risks and controls that can be identified by an audit team? If yes, please explain.	Y	The RSA Archer eGRC Platform's Access Control capabilities enable the solution to be configured to allow audit team members with the appropriate rights are able to identify additional risks and controls for the audits to which they are assigned.
42	Does your Solution allow for the creation of new, on-the-fly, audit processes during an audit? If yes, please explain.	Y	The RSA Archer eGRC Platform's Access Control capabilities enable the solution to be configured to allow audit team members with the appropriate rights are able to create new, on-the-fly audit processes during an audit.
43	Does your Solution's system allow for a master audit form to maintain reference links to all audit programs and checklists to make it easy to retrieve information? If yes, please explain.	Y	The RSA Archer eGRC Platform enables the creation of a master audit form within the RSA Archer Audit Management solution.
44	Does your Solution allow scope memos or other documents be attached to a master audit planning form? If yes, please explain.	Y	Attachments of any file type can be included anywhere throughout the tool - up to 100MB per attachment.
45	Does your Solution include text editing features such as bolding, tables and other functionality available as part of the audit program? If yes, please explain.	Y	All Text Area field types include a rich text toolbar to enable formatting of text and including images and tables.
46	Does your Solution allow users to choose the use of existing Word, Excel or other document types as the audit program, instead of working directly in the system? If yes, please explain.	Y	Users may choose to complete work within existing Word, Excel or other document types and upload the final product as an attachment. However, please note that RSA Archer is a web-based tool and it is intended for work to be completed within its interface. However, work completed outside of the tool can be brought into the system using one of the eGRC Platform's integration methods (i.e. Data Feed Manager or Data Import Manager).
47	Does your Solution's audit work papers have the ability to be created directly from an audit program and automatically cross referenced? If yes, please explain.	Y	The Archer eGRC Platform can automatically generate workpapers with the appropriate audit programs using an Archer to Archer Data Feed. This automatically cross references the Audit Program from within the Audit Workpaper.
48	Does your Solution allow for the creation of multiple types of work papers including templates for interviews, meetings or control tests? If yes, please explain.	Y	The RSA Archer Audit Management solution includes a basic workpaper template in its out-of-the-box configuration. Additional templates may be added or uploaded into an Audit Program for easy access by staff auditors.
49	Does your Solution allow for supporting files to be copied from one audit to another? If yes, please explain.	Y	All documents uploaded as attachments to an audit or an audit workpaper or finding may be copied to another audit by using the eGRC Platform's Copy functionality.

Audit		A	B
50	Does your Solution allow for issues be attached directly to work papers? If yes, please explain.	Y	The RSA Archer Audit Management solution includes access to the Issue Management component of Archer - which includes Findings, Exception Requests and Remediation Plans. Findings can be created or linked directly from a Workpaper and also linked to the corresponding Audit Project using the eGRC Platform's cross-referencing capabilities.
51	Does your Solution allow for an audit to notify management through email, or other methods, that an issue has been generated? If yes, please explain.	Y	The RSA Archer eGRC Platform includes the ability to send notifications to users when one or more data conditions is met (i.e. an issue has been created). Notification content is configurable by an administrator and there is no limit to the number of notification types that can be configured.
52	Does your Solution allow for easy access, by executive management, to all issues and action plans for their areas of responsibility? If yes, please explain.	Y	The RSA Archer eGRC Platform's Access Control capabilities allow VITA to provide access to executives. The Platform also enables the creation of one or more dashboards to present executives with a single view into the status of audits, workpapers and findings. Filters or permissions can be leveraged to limit the view to their area of responsibility.
53	Does your Solution allow for critical issues to be emailed to auditees? If yes, please explain.	Y	The RSA Archer eGRC Platform includes the ability to send notifications to users (i.e. auditees) when one or more data conditions is met (i.e. a critical issue has been created). Notification content is configurable by an administrator and there is no limit to the number of notification types that can be configured.
54	Does your Solution allow auditees to access their issues and action plans for status updates after an audit is closed? If yes, please explain.	Y	The RSA Archer eGRC Platform retains records (such as audits or findings) indefinitely by default. Auditees are able to view issues and action plans for audits that have been closed unless VITA configures the solution to disallow it.
55	Does your Solution keep the full version history of every audit report automatically? If yes, please explain.	Y	The RSA Archer eGRC Platform's History Log field type enables users to track field-level changes for individual records within an application. Administrators of the tool can select to embed the history log within the record in grid format or include a link to a record's history log, so users can view the log in a separate window.
56	Does your Solution allow an auditor to transfer their workpapers to a manager's review at any time? If yes, please explain.	Y	The Audit Management's out-of-the-box functionality includes the ability for an auditor to submit a workpaper for review at any time. This workflow functionality is inherent to the eGRC Platform.
57	Does your Solution automatically notify a manager that a workpaper is waiting for a review? If yes, please explain.	Y	The RSA Archer eGRC Platform includes the ability to send notifications to users (i.e. managers) when one or more data conditions is met (i.e. a workpaper has been submitted for their review). Notification content is configurable by an administrator and there is no limit to the number of notification types that can be configured.

Audit		A	B
58	Does your Solution include a description of when an audit can be closed? If yes, please explain.	Y	The RSA Archer Audit Management Solution includes several criteria for the closure of an audit - including final sign-off by management, the completion of a QA checklist, etc. Different or additional criteria may be added by VITA and enforced using the eGRC Platform's built-in reporting engine.
59	Does your Solution allow a user, with multiple workpapers for a given audit program, to send all of the workpapers at the same time for review? If yes, please explain.	Y	The RSA Archer eGRC Platform allows a user to send as many workpapers as needed for review to a manager as long as the permissions to do so have been granted via the user's Access Role.
60	Does your Solution include tasks or assignments that can be created, assigned priorities and completion dates for an audit?	Y	The RSA Archer eGRC Platform's Task Management and workflow capabilities allows ad hoc or scheduled tasks within an audit to be assigned, prioritized and tracked according to an assigned due date.
61	Does your Solution's application have the ability to be accessed offline? If yes, please explain.	F	Currently, workpapers and content can be exported into Word, PDF, Excel, CSV, etc. for use offline. An offline mode is currently planned for our roadmap.
62	Does your Solution's data have the ability to be synchronized back to the application from a remote location? If yes, please explain.	F	Please see the response to requirement 61 to address this.
63	Does your Solution allow auditors to choose which audits to work with offline? If yes, please explain.	F	Please see the response to requirement 61 to address this.
64	Does your Solution allow conflicts with changes to the server and changes to a local workpaper be flagged for review? If yes, please explain.	F	Please see the response to requirement 61 to address this.
65	Does your Solution allow auditors to create their own ad hoc reports? If yes, please explain.	Y	The RSA Archer eGRC Platform includes a built-in reporting engine that allows for the creation of reports in a variety of formats. If given the necessary permissions, end users are able to create their own reports on an ad hoc basis or save them for future use.
66	Does your Solution include graphical reports? If yes, please explain.	Y	The RSA Archer eGRC Platform's reporting engine is capable of producing statistical reports in a variety of graphical display options - vertical bar chart, horizontal bar chart, pie chart, bubble chart, radar chart, funnel chart, donut chart, etc.
67	Does your Solution's routine reports have the ability to be automatically emailed? If yes, please explain.	Y	Administrators may schedule a report to be emailed to a predefined group of users as a PDF or embedded deep link.
68	Does your Solution's audit documents have the ability to be easily printed? If yes, please explain.	Y	Every record and report within the product can be printed via a print icon. Mail Merge templates may be created and uploaded to print the data in a predefined template.

Technical Architecture		A	B
	Does your Solution include a description of the architecture model that best describes your system? If yes, please explain.		RSA Archer is an ASP.NET based application running on a WINTEL architecture with 3 tiers. The Interface Tier is a collection of ASP.NET pages written in C#. The pages separate presentation logic from business logic through the use of code-behind files. The pages have no knowledge of the database and are not allowed to directly access it; rather, they must invoke the Application Tier to retrieve and manipulate data. The Application Tier consists of a collection of C# objects that encapsulate the business logic of the application. These objects communicate with the database via a common database object, which encapsulates stored procedure calls. The Application Tier is not allowed to make direct SQL calls; instead, all data access is achieved through the Archer Stored Procedure layer. The Database Tier consists of a collection of stored procedures that act upon the underlying data model of the Framework. The Database Tier utilizes Microsoft Search functionality for high-speed text searching.
1		Y	
2	Does your Solution include a list of the database systems your application supports? If yes, please explain.	Y	SQL Server 2005 SP3 or later, SQL Server 2008, or SQL Server 2008 R2. X64 editions of SQL Server recommended. SQL Express is not supported.
3	Does your Solution include a list of the server platforms your application supports? If yes, please explain.	Y	Windows 2003 Server with SP1 or later, Windows Server 2008, or Windows Server 2008 R2. Standard, Enterprise, or Datacenter editions. Both x86 and x64 are supported, but x64 is recommended.
4	Does your Solution include a list of the languages that were used to build your application? If yes, please explain.	Y	C#, TSQL, JavaScript, DHTML/HTML.
5	Does your Solution include a list of the web servers your application supports? If yes, please explain.	Y	Microsoft IIS 6.0 or greater.
6	Does your Solution include a list of the desktop platforms your application supports? If yes, please explain.	Y	Archer is a web-based application and thus isn't installed on a desktop.
7	Does your Solution include a list of the web browsers that are certified for your application? If yes, please explain.	Y	RSA Archer officially supports Internet Explorer 6.0 or greater and Mozilla Firefox 1, 2, and 3.
8	Does your Solution require any additional browser components for full functionality? If yes, please explain.	Y	Microsoft Silverlight is required for users who will perform advanced searches or administrative functions.
9	Does your Solution include a list of the email programs that are supported by your Solution? If yes, please explain.	Y	Standard SMTP support. To ensure the proper delivery of email notifications from the Archer Platform, some organizations will need to alter their Internet Information Service (IIS) settings. If your organization will utilize an external SMTP server, you will not need to make any modifications.
10	Does your Solution include a diagram(s) that illustrates your proposed architecture of your Solution? If yes, please include all environments that will be required including test, development, UAT, etc ...	Y	Yes - please see the attached architecture diagram representing the architecture of our SaaS data center. Information on the recommended hardware is included in the attached Installation Guide.
11	Does your Solution include white papers, architecture diagrams, data flows, or other supporting documentation? If yes, please explain.	Y	Please review the attached Installation Guide, Hardware Sizing Guide and Architecture Diagram for details regarding the solution.
12	Does your Solution include a description of your preferred combination of hardware, operating systems, web servers (if applicable), and client software used by the majority of your clients? If yes, please explain.	Y	Information on the recommended hardware is included in the attached Installation Guide.
13	Does your Solution include an architecture diagram of the preferred architectural design, including information on the recommended operating system and web server version combinations for each physical server? If yes, please explain.	Y	Please see the attached architecture diagram. Information on the recommended hardware is included in the attached Installation Guide.

User Management		A	B
1	Does your Solution's application integrate with any third-party web single sign-on products? If yes, please explain.	Y	For on-premise deployments, the RSA Archer Platform supports direct integration with LDAP stores and Single Sign-On Solutions.
2	Does your Solution include federated user authentication as an option for instances of the application? If yes, please explain.	Y	The two native options for SSO within Archer are HTTP Header and Windows Integrated. Federated User Authentication is leveraged within our SaaS environment. To leverage it in an on-premise deployment, custom code can be written by VITA to convert federated identity management to HTTP Header.
3	Does your Solution include user specific information? If yes, please explain how it is managed by your Solution?	Y	Each user profile contains user-specific information, such as contact information (email, phone, etc.) as well as localization preferences (time zone, locale) and general account information (security parameters, status, account notes).
4	Does your Solution include a description of how users are defined in your application? If yes, please explain and describe who performs user management.	Y	The RSA Archer eGRC Platform allows VITA to identify one or more Access Administrators. Access Administrators are able to manage access-related administrative activities, such as user account creation and maintenance; security parameter creation and assignment; access role creation and assignment; group and LDAP configuration management, etc.
5	Does your Solution include a description of how user management is performed? If yes, please explain.	Y	All user management is performed within the RSA Archer eGRC Platform's point-and-click, wizard-driven Graphical User Interface.
6	Does your Solution include default password rules? If yes, please explain.	Y	A default password and security parameter (a collection of rules related to passwords, account lockouts, grace logins, etc.) are provided. However, any number of additional default security parameters may be defined by administrators with the necessary rights to be assigned to various users/groups.
7	Does your Solution include the capability of securing one user's/owner's data from others? If yes, please explain.	Y	The RSA Archer eGRC Platform provides granular Access Control capabilities. Access may be assigned at the system, application / questionnaire, record/page, or field level. Access roles may be created and assigned to individual users or groups. Every user who accesses the application is given a unique username and private password. Once a user has been authenticated, Archer accordingly secures access and permission for all records in the application by assigning a 32-digit token, which is generated with an MD5 hash. The application ensures that every object in its knowledge library—files, documents, workflows, discussions, tasks, etc.—has specific authorization levels assigned for each user. On every page hit, the token is validated prior to the page being delivered to the client browser and the access is recorded in Archer. If the token has expired or is invalid, the user is redirected back to the secure login page of the application. Because the token is validated on every page request, changes to the user's permissions are updated in real time. The RSA Archer eGRC Platform will expire the session token based on the user's security level, which makes it possible to expire tokens after a short amount of idle time for
8	Does your Solution include the capability of authenticating using single sign-on? If yes, please explain.	Y	For on-premise deployments, the RSA Archer Platform supports direct integration with LDAP stores and Single Sign-On Solutions.

Database		A	B
1	Does your Solution include a database platform that is used for the application instances? If yes, please explain.	Y	Microsoft SQL Server database stores all data in dev, test and production environments.
2	Does your Solution include a description of the database reporting tools used in your Solution? If yes, please explain.	Y	Measurement of disk I/O, memory, and processor utilization using industry best practices for Windows Server IIS and Microsoft SQL Server deployments; upper capacity limits can be determined by the system administrator.
3	Does your Solution include an encrypted database? If yes, please explain how it is encrypted? If yes, please explain.	Y	Customers leveraging an on-premise deployment can choose to encrypt the database using Microsoft's Encrypting File System (EFS) technology, or, beginning with SQL Server 2008, Transparent Data Encryption (TDE). If implemented, plan on a loss of performance of anywhere between 5 to 30 percent due to the additional overhead. In general, the overhead associated with TDE is less than with EFS. To compensate, RSA Archer recommends upgrading processors with higher clock speeds, more cores, and sufficiently fast disks.
4	Does your Solution include a description of the technology used for your Solution's document repository? If yes, please explain.	Y	Users may upload any number of attachments of any file type to a project record in RSA Archer. Attachment fields can be configured by an administrator to accept files up to 100 MB in size. Attachments are stored on the web server or a separate file server, depending on your configuration requirements, and can be searched from within RSA Archer.
5	Does your Solution include a description of the database that is used for development and test environments? If yes, please explain.	Y	Microsoft SQL Server database stores all data in dev, test and production environments.
6	Does your Solution allow the database to be accessible for use by other applications? If yes, please explain.	Y	Archer uses Microsoft SQL 2005 or greater. The Data Publication Manager allows you to extract information from the RSA Archer eGRC Platform on a scheduled basis and load it into external systems for advanced data analysis and modeling.
7	Does your Solution allow easy access to the database directly? (Ex. No proprietary encryption, odd or cryptic table / field names, etc.) If yes, please explain.	Y	The majority of our customers do not have the need to access the Archer database directly. This is largely due to the flexibility and easy interface of Archer's Advanced Search function. With the release of the Data Publication Manager, this will even more eliminate the need for any direct Archer DB access.
8	Does your Solution include tools to help size the system database? If yes, please explain.	Y	Please see the attached Sizing Guide for more information on sizing your system's database.
9	Does your Solution include items for install and sizing scripts for the system database objects? If yes, please explain.	Y	RSA Archer provides documentation that outlines best practices for database sizing as tested and verified by our in house QE team.
10	Does your Solution's application depend on a specified schema owner or user names/passwords to the database? If yes, please explain.	Y	The application requires a single account with DBA access to the Archer database.
11	Does your Solution's schema owner need DBA access for the application to function? If yes, please explain.	N	
12	Does your Solution include any system database functions that require DBA access to be performed? If yes, please explain.	N	
13	Does your Solution's application require a specific operating system for the database server? If yes, please explain.	Y	Microsoft Windows Server 2003 or 2008
14	Does your Solution include any messaging software that your system uses to connect to the database? If yes, please explain.	N	
15	Expanding on the question above, does your Solution's connections stay connected at all times, or are they transaction-based? If yes, please explain.	Y	No messaging software is used to connect to the database. All modifications to the database are recorded as unique transactions.

Performance		A	B
1	Does your Solution have a maximum number of named users, logged-on users, and concurrent users that it will accommodate? If yes, please explain and include documentation regarding your largest implementations.	N	There is no hard cap for the maximum number of concurrent transactions within the RSA Archer eGRC Platform. Scale for this is dependent on how far the solution is N-way scaled on both the web/application and database tiers. Our largest implementation includes more than 800,000 users worldwide.
2	Does your Solution have a maximum number of concurrent transactions that it will support? If yes, please explain.	N	There is no hard cap for the maximum number of concurrent transactions within the RSA Archer eGRC Platform. Scale for this is dependent on how far the solution is N-way scaled on both the web/application and database tiers.
3	Does your Solution include a list detailing the hardware system requirements for a user base of 50 and 100 concurrent users? If yes, please explain.	Y	Please see pages 11 - 14 of the attached Installation Guide. Also, the attached Sizing Guide provides guidance for the hardware based upon intended usage (including number of concurrent users), complexity of installation, etc.
4	Does your Solution include descriptions of any documented stress testing methods /results? If yes, please explain.	Y	Please see the attached Archer Infrastructure Pentest Exec Summary - this is the Pentest performed on our SaaS environment.
5	Does your Solution include a description of the average amount of data transmitted per request? If yes, please explain.	N	The size of data transmitted per request varies greatly depending on the size of the template/form collecting the data and depending on which Solution the information relates to.

Product Licensing and Other Required Software		A	B
1	Does your Solution require any third-party software packages? If yes, please explain.	Y	RSA Archer is a web-based tool and requires a browser (IE 6 or greater and Firefox 1, 2, and 3 are officially supported). Additionally, Microsoft Silverlight is required for end users who will perform administrative activities, including building reports/searches.
2	Expanding on the question above, if your Solution requires third-party software packages, does your Solution include them.? If yes, please explain.	N	These third-party requirements are free to download and not included with the license of Archer.
3	Does your Solution require any separate licenses? If yes, please explain.	N	
4	Does your Solution include a strategy for providing coordination of support for third-party packages? If yes, please explain.	Y	The Archer eGRC Exchange provides a community of customer and internally submitted integrations and applications that all customers have access to.

Integration		A	B
1	Does your Solution require any third-party integration tools? (i.e., messaging, EAI) If yes, please explain.	N	
2	Does your Solution have any existing known hardware/software incompatibilities? If yes, please explain.	N	Please see the attached Installation Guide for required supported hardware.
3	Does your Solution include an API for accessing the system and data? If yes, please explain.	Y	The RSA Archer eGRC Platform has a web services API that may be used to integrate with other systems or tools. Additionally, the Platform's Data Feed Manager (DFM) provides VITA with the ability to create integrations with other systems/tools on a scheduled basis via a code-free interface. The DFM is vendor-neutral and can integrate with any third party system or tool that allows direct query of its database or can produce a flat file.
4	Does your Solution include data import and export formats? If yes, please describe the formats that are supported by your Solution.	Y	The RSA Archer eGRC Platform can import any flat, delimited file (i.e. CSV, TXT, XML). Data may be exported into Word, PDF, CSV, XLS, XML or HTML.
5	Does your Solution include versions of the Windows operating system that are certified for running the application? If yes, please explain.	N	If hosting on-premise, VITA is responsible to obtain the supported versions of the Windows Operating System certified for running the platform.
6	Does your Solution include supported versions of the Windows operating system? If yes, please list the supported versions.	Y	Windows 2003 Server with SP1 or later, Windows Server 2008, or Windows Server 2008 R2. Standard, Enterprise, or Datacenter editions. Both x86 and x64 are supported, but x64 is recommended.

System Management		A	B
1	Does your Solution include any troubleshooting ( <i>debugging</i> ) tools? If yes, please explain.	N	RSA Archer does not provide proprietary debugging tools.
2	Does your Solution require administrative rights for client or service accounts? If yes, please explain.	N	
3	Does your Solution's console access ( <i>login/logout</i> ) affect the application? If yes, please explain.	N	
4	Does your Solution have any support restrictions for system patching? If yes, please explain.	N	
5	Does your Solution include a description of the platform that your development team wrote and tested this application with initially? If yes, please explain.	Y	<p>The GRC Solutions proposed in this response are built on the award-winning RSA Archer eGRC Platform – this Platform enables code-free creation of reports and dashboards, application forms and questionnaire templates, role-based access control rules, workflow and notifications and integration with third party sources and systems.</p> <p>There is a wealth of information available about the RSA Archer eGRC Platform, including our User and Administrator Guides, as well as videos, technical documents and user forums through RSA Archer eGRC Community.</p>

Security and Access Control		A	B
1	Does your Solution's application require integration with any services for authentication and group membership? If yes, please explain.	N	RSA Archer supports integration with your LDAP store (i.e. Active Directory) for streamlining the process of creating user accounts and assigning roles and group memberships. However, account creation and group membership may be managed entirely within the product if required/preferred by VITA.
2	Does your Solution include a definition of the user roles, groups and policies required for implementation. If yes, please explain.	Y	The RSA Archer eGRC Platform includes several pre-built user roles, groups and policies (security parameters) in its out-of-the-box configuration. Additional roles, groups and security parameters may be defined by VITA using a code-free interface.
3	Does your Solution's application require integration with any third-party web single sign-on products? If yes, please explain.	N	While integration with third party WSSO products is supported, it is not required in order to implement Archer.
4	Does your Solution's application support concurrent authentication methods (i.e. users could authenticate using active directory or internal authentication)? If yes, please explain.	Y	To streamline the management of user accounts and groups, the RSA Archer eGRC Platform supports direct integration with Active Directory and other LDAP systems. You can use this linkage to support single sign-on, to synchronize user account data and to manage user entitlements. Administrators have full control over the process, including data mapping, the synchronization schedule, inactivation of deleted accounts and related functions. The Platform supports authentication using a user's network credentials, as provided via an integration with your Active Directory.
5	Does your Solution include a description of the security of your application. If yes, please explain how you developed your application with security in mind?	Y	Security within the application starts with user authentication. Every user who accesses the application is given a unique user name and private password. Once a user has been authenticated, the application accordingly secures access and permission for all records in the application by assigning a 32-digit token, which is generated with an MD5 hash. Each digit of the token can be one of 16 possible values, which allows for 3.40282E+38 possible tokens. The application ensures that every object in its knowledge library—files, documents, workflows, discussions, tasks, etc.—has specific authorization levels assigned for each user. On every page hit, the token is validated prior to the page being delivered to the client browser. If the token has expired or is invalid, the user is redirected back to the secure login page of the application. Because the token is validated on every page request, changes to the user's permissions are updated in real time. The Archer SmartSuite Framework will expire the session token based on the user's security level, which makes it possible to expire tokens after a short amount of idle time for users who have administrator-level access, while users with less access can be granted a longer session timeout. The application uses the Secure Sockets Layer (SSL) protocol, ensuring that RSA Archer uses the Secure Sockets Layer (SSL) protocol - ensuring that only authorized users can read or update information.
6	Does your Solution include an explanation of how your application utilizes secure protocols? If yes, please describe the protocols that are supported by your Solution.	Y	

Security and Access Control		A	B
7	Does your Solution include an explanation of the ports and services that are utilized by the application? If yes, please explain.	Y	A list of all ports used by different services is included in the RSA Archer Platform Installation Guide (attached).
8	Does your Solution require root or administrator access when running the application? If yes, please explain.	N	Installation requires administrator level access since it accesses registry and installs services, running and user access requires no such privileges.
9	Does your Solution's application require any modifications to the operating system when running? If yes, please explain.	N	
10	Does your Solution include an explanation of how access permissions are set and modified? If yes, please explain.	Y	The Access Control feature enables administrators to allow or prohibit user access to the RSA Archer eGRC Platform as well as applications and pages within the system. This feature offers controls for creating and managing user accounts, configuring access roles, managing security parameters, organizing user accounts into groups, and integrating with your organization's Lightweight Directory Access Protocol (LDAP) server. More detail is provided within the RSA Archer Help Guide.
11	Does your Solution include a description of the administrator's role? If yes, please describe.	Y	The Access Control feature also includes a special access role called System Administrator. This role cannot be deleted or modified, and only users who have already been designated as system administrators can assign the role to other users. The System Administrator role grants users unrestricted access to all platform features and to all records stored in applications, even records enrolled in content review. Additional administrator roles can be established to permission activities such as creation/modification of forms and questionnaires, creating and maintaining user accounts, managing scheduled and ad hoc data imports, etc.
12	Does your Solution allow the administrator to reset a user password? If yes, please explain.	Y	Access Control Administrators are able to reset a user's password and force a password reset upon first login.
13	Does your Solution's application allow the administrator to set security rules and password controls? If yes, please explain.	Y	A security parameter is a collection of rules that determine a user's password creation restrictions, account lockout duration, allowable grace logins, session timeout behavior and active session time frames. Administrators can create any number of security parameters, but they can only assign one parameter to each user.
14	Does your Solution enforce password changes? If yes, can we indicate what the length of time is?	Y	The password change interval is configured as part of the security parameter (described above) and can be any number of days as defined by VITA.
15	Does your Solution always transmit and store passwords in a one-way encrypted format? If yes, please describe.	Y	User passwords are encrypted and stored using a salted SHA256 hash. When a user attempts to log in to the system, the password passed is converted to a SHA256 hash and compared with the stored password. Password used by the framework (date feed password, service passwords, etc) are encrypted using AES256 so that they can be decrypted by the framework.

Security and Access Control		A	B
16	Does your Solution allow passwords to be seen by administrators? If yes, please explain. Does your Solution include the use of encryption protocol while transferring data? If yes, please describe.	N	RSA Archer uses SSL for encryption of traffic between the client browser and application server. For web to database encryption, the Archer web application utilizes ADO.NET to communicate with the database server and can, therefore, utilize a variety of data protection mechanisms. Windows Authentication may be used to avoid sending credentials over the network. Support for "on-the-wire" encryption of the data streams may be implemented using SSL or IPsec between the web and database servers.
17		Y	
18	Does your Solution include a description of the encryption level used to store data? If yes, please describe.	Y	Customers leveraging an on-premise deployment can choose to encrypt the database using Microsoft's Encrypting File System (EFS) technology, or, beginning with SQL Server 2008, Transparent Data Encryption (TDE). If implemented, plan on a loss of performance of anywhere between 5 to 30 percent due to the additional overhead. In general, the overhead associated with TDE is less than with EFS. To compensate, RSA Archer recommends upgrading processors with higher clock speeds, more cores, and sufficiently fast disks. End users interact with the tool via a web browser and do not have direct access to the database.
19	Does your Solution allow end users to have a direct connection to the database? If yes, please explain how the security through this connection is managed.	N	Data in transit is encrypted using HTTPS.
20	Does your Solution include any level of encryption to encrypt data in transit? If yes, please explain.	Y	Input validation is performed on both the client and server side of the application using standard .NET validation techniques.
21	Does your Solution include the validation of user input to prevent malicious use of the application? If yes, please explain.	Y	

Upgrades and Releases		A	B
1	Does your Solution's periodic maintenance include updates and upgrades to the application? If yes, please explain the frequency of the upgrades.	Y	RSA Archer releases one major release approximately every 6 - 8 months. Service packs and hot fixes are released on an as-needed basis in between major releases.
2	Does your Solution include a schedule of major releases? If yes, please state when your next major release is due to be scheduled.	Y	The next major release (RSA Archer 5.3) is scheduled for Q4 2012. This release is subject to changes in the schedule.
3	Does your Solution include a description of customizations or configurations rolled forward in an upgrade? If yes, please explain.	Y	All modifications made to our out-of-the-box solutions using the code-free interface of the eGRC Platform are rolled forward in an upgrade to the platform.
4	Does your Solution allow an upgrade or release be skipped? If yes, please explain.	Y	Customers leveraging an on-premise deployment may skip releases.
5	Does your Solution support multiple versions of the product? If yes, please explain how many versions are supported.	Y	RSA products reach End of Primary Support (EOPS) a minimum of 36 months following the date of the product's General Availability (GA). Once a product reaches EOPS, RSA Technical Support is no longer available under base support/maintenance agreements. Customers interested in uninterrupted support must upgrade to a current release or contract for RSA Extended Support. More information can be found at <a href="http://www.emc.com/support/rsa/eops/index.htm">http://www.emc.com/support/rsa/eops/index.htm</a> .
6	Does your Solution include a description of the amount of time that a prior release is supported? If yes, please explain.	Y	RSA products reach End of Primary Support (EOPS) a minimum of 36 months following the date of the product's General Availability (GA).
7	Does your Solution include the delivery of test scripts to certify proper installation? If yes, please explain.	N	Please note that RSA Archer's Quality Assurance (QA) Department has an established list of test scripts to support performance and regression testing of the platform as new releases occur.
8	Does your Solution include the delivery of aggregated bundles of updates, patches and service packs to simplify maintenance? If yes, please explain.	Y	All updates to the Platform (service packs, hot fixes, major releases, etc.) are provided and it is at the discretion of on-premise customers to make use of them.
9	Does your Solution's product releases included special conversion processes? If yes, please explain.	N	The RSA Archer eGRC Platform typically does not require special conversion processes or tools.

**Training and Implementation**

Does your Solution include a list of the implementation services that are available? If yes, please explain.

**A**

**B**

The RSA Archer Professional Services team offers a full range of consulting and implementation services:

**eGRC Strategy Roadmap**

To build a sustainable enterprise governance, risk and compliance program, you need a solid roadmap for communicating goals and aligning business processes organization-wide. As you formulate your approach, take advantage of the RSA Archer eGRC Strategy Roadmap service, which helps you assess your current state of program maturity, identify opportunities for growth, and define your vision for a world-class eGRC program.

RSA's expert consultants will collaborate with stakeholders across your organization to understand current business processes, pain points, workflow and dependencies. Then we will recommend a prioritized approach to implementing RSA Archer eGRC Solutions that allows you to realize both short term and long-term value.

Through the Strategy Roadmap document and application - the final project deliverables - you will be equipped to implement your eGRC program in phases, monitor project milestones, communicate status to senior management and modify your strategy as business requirements evolve.

**eGRC Solution Delivery**

Through the eGRC Solution Delivery service, our skilled Professional Services team will assist you with identifying your business needs and goals, designing a solution to address your requirements, and developing and executing a detailed plan for deploying the solution. You can count on our experienced RSA Archer Certified consultants and our proven approach to solution design and system integration for governance, risk and compliance.

**Training and Implementation**

**A**

**B**

Highlights of the eGRC Solution Delivery service include:

- ~ Dedicated team of RSA Archer experts
- ~ Solution design, configuration and testing
- ~ Business process optimization
- ~ System integration
- ~ Documentation and training

**eGRC Residency**

If your organization is building or tailoring governance, risk and compliance solutions with the RSA Archer eGRC Platform and you need an extra resource to move your project across the finish line, take advantage of the eGRC Residency service. For a period of time you specify, an experienced RSA Archer Certified consultant will work with your team to:

- ~ Design and prototype business solutions
- ~ Configure workflow and notifications
- ~ Generate reports and dashboards
- ~ Integrate enterprise data systems and third-party products with the RSA Archer eGRC Platform
- ~ Transfer knowledge to your team

The eGRC Residency service is ideal for point-in-time support or small-scale initiatives.

**SmartStart Installation**

Whether you deploy the RSA Archer eGRC Platform on-premise or in our software as a service (SaaS) environment, RSA offers SmartStart Installation services, resulting in a rapid deployment and a tested, verified implementation. You'll also receive an introduction to key features and functionality of the Platform and your licensed RSA Archer solutions, enabling you to realize immediate value from your investment.

Highlights of the SmartStart Installation service include:

- ~ Rapid deployment of the RSA Archer eGRC Platform and your licensed solutions
- ~ Tested, verified implementation
- ~ Dedicated resource who ensures that the job is done right
- ~ Introductory training program adapted to your needs
- ~ Simplicity and peace of mind

**Training and Implementation**

Does your Solution include a description of how many times your application has been deployed? If yes, please explain.

A

B

RSA has been providing GRC services for over 10 years to over 450 customers. Customers range from 25 users to 800,000 users, and include:

- ~ Over 6 million users in highly regulated industries
- ~ 1 in 2 Fortune 100 companies
- ~ 36 of the top 40 US financial services institutions
- ~ 5 of the largest US telecommunications firms
- ~ 9 leading insurance providers
- ~ 12 of the foremost technology companies
- ~ 4 top media enterprises
- ~ Major US government agencies, prominent healthcare and pharmaceutical companies, and key energy, retail and business service providers.

2

Y

For additional details, please refer to the Supplier Profile section of this RFP, and the RSA Supplemental Response document included in the Appendices for additional details of RSA's Archer client base.

**Training and Implementation**

Does your Solution include a description of a typical implementation's approach, including kick-off calls, technical reviews, design reviews and user acceptance testing? If yes, please describe.

A

**Implementation Approach**

RSA follows a five-phase implementation approach for RSA Archer; Analyze, Design, Build, Test, and Deploy for customer roll-outs regardless of the solution (module). Below is a high level overview of this implementation methodology:



Y

A copy of this diagram is also included within the RSA Supplemental Response to VITA RFP included in the Appendices. Until a formal scoping session is undertaken, more detailed information cannot be provided, but a sample Statement of Work / Implementation Plan is included in the Appendices that provides additional illustration.

**RSA Approach to Project Management**

Our portfolio of services offerings is based on a service development methodology and framework designed to anticipate and support customer a wide variety of customer needs. Our methodology starts with a requirements definition – Project Definition Exercise. This ensures that we identify the drivers and needs for security. It is important to precede an Assessment with a requirements definition, so that we can ensure we are assessing things of importance to the overall security posture.

**Training and Implementation**

**A**

**B**

The PDE will utilize GAP-Analysis methodologies to highlight the identified focus areas regarding organizational, procedural, personal and technical aspects that VITA requires as well as define the necessary work packages that have to be developed to cover all of the requirements and to deploy the solution globally.

On the findings of the GAP-Analysis, the project definition, scope and the project plan which includes the work packages and timelines will be defined and agreed with VITA. Solutions are built, tested and documented before moving into production and then validated to ensure that they are meeting the required control definitions.

A knowledge transfer facilitates IT and Management's ability to sustain the solution, which will need to be continually updated and monitored to ensure security and compliance requirements are kept up to date and aligned with the changing threat and risk environment.

These, Plan, Build and Manage competencies are quality assured using Project Management services which enable us to design cost effective services offerings and apply best practices to ensure smooth delivery of services to our customers.

**RSA Approach to Change Management**

RSA's approach to helping customer's manage change is through the use of proven project management tools and methodologies to address changes in scope, resources, internal and external processes.

Contractually, RSA uses a Project Change Request to adjust resources, tasks, duration or other items that need to be addressed during a services engagement. The majority of the time, these processes and resources result in achieving the needed change for our clients. Where RSA has had issues managing change, it has been due to not addressing an issue opening and quickly with a client.

<b>Training and Implementation</b>		<b>B</b>
<b>A</b>		
<p>Does your Solution include examples of a typical implementation timeline including key activities, number of resources on client and supplier end and projected length of time for implementation? If yes, please explain.</p>	<p>Y</p>	<p>We have provided within Q3 (above) our five-phase implementation approach, which details key activities of an implementation. This diagram, and additional detail on the phases is included in the RSA Supplemental Response included in the Appendices of this RFP.</p> <p>Projected length of time for the implementation cannot be determined at this stage, as it is wholly dependent upon the undertaking of a formal scoping session and creation of a formal Statement of Work in which RSA and VITA architect the desired Archer solution. We can however provide an example Statement of Work to illustrate steps in the process (and include this in the Appendices), and also provide in the RSA Supplemental Response an Implementation Resources table for both RSA and VITA detailing roles and responsibilities for both parties, including project sponsors, project managers, functional subject matter experts, and integration architects.</p>
<p>4</p>		

**Training and Implementation**

Does your Solution include a description of your organization's training approach? If yes, please explain.

**A**

**B**

Our approach is two-fold. Firstly, the assigned RSA Security Consultant(s) provides Knowledge Transfer services in an informal, hands-on format as part of the implementation. RSA recommends that a Customer assign two to three resources tasked with initial system operation and administration to participate in this important engagement segment. However, on-site Knowledge Transfer services are not designed to off-set our recommended RSA Training sessions.

We provide training through the following means:

- Instructor-led / Online Virtual – Classroom-based training delivered globally by experienced training professionals / a live instructor with students logging into their training session remotely. Lecture, demos, student materials, and lab exercises are included just like a traditional classroom experience. Classes include RSA Archer Administration and RSA Archer Advanced Administration
- Video ILT – Provides the student with instructor-led video learning that is packaged in a convenient self-paced CD/DVD. Lecture content, lab exercises, and student materials are identical to classroom training.
- eLearning – Offers students the ability to start and stop their learning at will and participate at a pace that suits their schedule. RSA's eLearning offerings are interspersed with lecture segments as well as practical simulations. Classes include Introduction to GRC

Complete details of available courses can be found:

- In the Appendices of this response - the "RSA Supplemental Response to VITA" provides an overview of our Education Services, and the "RSA Education Services Course Catalog" is a complete course catalog
- Also, the live schedule of training courses and events on our website at: <http://www.emc.com/training/rsa-education-services/courses-registration.htm>

Y

Training and Implementation		A	B
<p>Does your Solution include any methodology training? If yes, please explain.</p>	<p>RSA Education Services has prepared a broad range of training classes devoted to the Administration, configuration, and end use of RSA Archer. As we detail within Q5 (above) our course catalog is too broad to effectively summarize here, but for illustrative purposes, the RSA Archer Administration, and RSA Archer Advanced Administration courses are detailed below. Please refer to the Appendices section for the Course Catalog for comprehensive details.  ~ RSA Archer Administration: This course provides an overview of the RSA Archer 5.x platform and its powerful administrative feature set. Through presentations and hands-on exercises, participants will learn of the integration and configuration processes, security functions and end users practices. After this class, students will be prepared to configure a new application. This course is a minimum requirement for at least one designated individual who will be the primary administrator for RSA Archer.  ~ RSA Archer Advanced Administration: RSA Archer Advanced Administration Training provides you with detailed insights and best practices for administering the RSA Archer platform. This four-day course takes place in a classroom setting and provides a combination of presentations, hands-on demonstrations and case-study workshops. During this course, you will learn how to build and develop custom applications, integrate applications with external data sources and communicate GRC information through reports, emails and dashboards. After completing this class, you will be prepared to use the RSA Archer platform to solve common GRC problems and meet the business requirements of various enterprise stakeholders.</p>	<p>Y</p>	
<p>Does your Solution include computer based-training modules? If yes, please describe.</p>	<p>As we detail within Q5 (above) we have a range of RSA Archer training courses available as online virtual, video ILT, and eLearning in addition to traditional instructor-led / classroom based.</p>	<p>Y</p>	

6

7

# **Exhibit B**

## **Pricing**

FIXED COST	ITEM	DESCRIPTION		TOTAL COST
	1	<b>Enterprise Module</b> Perpetual Software License for <u>server</u> , including warranty, patches, system documentation, maintenance and support for two (2) years from the date of the last milestone payment. <i>(Insert extra lines as needed)</i>	<b>Consists of RSA Archer Enterprise &amp; Risk Management Modules (0-1500 Employees)</b>	
		Enterprise 0-1500 Perp Lic w/ 1ODA	<b>Enterprise Perpetual License (0-1500 Employees)</b>	\$30,971.40
		Enterprise 0-1500 Perp Basic Maint [Per Month Pricing]	Enterprise Perpetual - Year 1 Maintenance	\$5,574.83
		Enterprise 0-1500 Perp Basic Maint [Per Month Pricing]	Enterprise Perpetual - Year 2 Maintenance	\$5,574.83
		Risk 0-1500 Perp Lic w/ 1ODA	<b>Risk Management Perpetual License (0-1500 Employees)</b>	\$30,971.40
		Risk 0-1500 Perp Basic Maint [Per Month Pricing]	Risk Management Perpetual - Year 1 Maintenance	\$5,574.83
		Risk 0-1500 Perp Basic Maint [Per Month Pricing]	Risk Management Perpetual - Year 2 Maintenance	\$5,574.83
	2	<b>Enterprise Module</b> Perpetual Software Licenses for <u>clients</u> <i>(If applicable)</i> , including warranty, patches, system documentation, maintenance and support for two (2) years from the date of the last milestone payment. List as a per client cost; <i>(Insert extra lines as needed)</i>		N/A
	3	<b>Governance Module</b> Perpetual Software License for <u>server</u> , including warranty, patches, system documentation, maintenance and support for two (2) years from the date of the last milestone payment. <i>(Insert extra lines as needed)</i>	<b>Consists of RSA Archer Policy Management Module (0-1500 Employees)</b>	\$30,971.40
		Policy 0-1500 Perp Basic Maint [Per Month Pricing]	Policy Management Perpetual - Year 1 Maintenance	\$5,574.83
		Policy 0-1500 Perp Basic Maint [Per Month Pricing]	Policy Management Perpetual - Year 2 Maintenance	\$5,574.83
	4	<b>Governance Module</b> Perpetual Software Licenses for <u>clients</u> <i>(If applicable)</i> , including warranty, patches, system documentation, maintenance and support for two (2) years from the date of the last milestone payment. List as a per client cost; <i>(Insert extra lines as needed)</i>	N/A	N/A
			<b>RSA Archer SmartStart Professional Installation Service - One Time Only Install per Instance/Deployment</b>	\$10,313.49

FIXED COST	ITEM	DESCRIPTION		TOTAL COST
	5	Configuration and Installation of <b>Enterprise Module</b> . <i>(Insert extra lines as needed)</i>	450 Hours	\$116,025.90
	6	Configuration and Installation of <b>Governance Module</b> . <i>(Insert extra lines as needed)</i>	200 Hours	\$51,567.08
	7	Year 3 <b>Enterprise Module</b> maintenance including patches and support costs.		N/A
	8	Year 3 <b>Governance Module</b> maintenance including patches and support costs.		N/A
	9	Year 4 <b>Enterprise Module</b> maintenance including patches and support costs.		N/A
	10	Year 4 <b>Governance Module</b> maintenance including patches and support costs.		N/A
	11	Year 5 <b>Enterprise Module</b> maintenance including patches and support costs.		N/A
	12	Year 5 <b>Governance Module</b> maintenance including patches and support costs.		N/A
		<b>TRAINING FOR:</b>	<b>PER DAY</b>	
		Enterprise Module IT System Administrators: up to 4	<i>Pricing is Per Person, Per Class (4 Day Class)</i>	\$3,300.31
	13	Enterprise Module End-Users: up to 7	<i>Scoping call required to fully understand End-User Training Requirements</i>	N/A
		Governance Module IT System Administrators: up to 4	<i>Pricing is Per Person, Per Class (4 Day Class)</i>	\$3,300.31
		Governance Module End-Users: up to 7	<i>Scoping call required to fully understand End-User Training Requirements</i>	N/A

## Optional Items

FIXED COST	ITEM #	DESCRIPTION		TOTAL COST
	1	<b>Audit Module</b> Perpetual Software License for <u>server</u> , including warranty, patches, system documentation, maintenance and support for two (2) years from the date of the last milestone payment. <i>(Insert extra lines as needed)</i>	<b>RSA Archer Audit Management (0-1500 Employees)</b>	\$30,971.40
			<i>Audit Management Perpetual - Year 1 Maintenance</i>	\$5,574.83
			<i>Audit Management Perpetual - Year 2 Maintenance</i>	\$5,574.83
	2	<b>Audit Module</b> Perpetual Software Licenses for <u>clients</u> <i>(If applicable)</i> , including warranty, patches, system documentation, maintenance and support for two (2) years from the date of the last milestone payment. List as a per client cost; <i>(Insert extra lines as needed)</i>	N/A	N/A
	3	<b>Compliance Module</b> Perpetual Software License for <u>server</u> , including warranty, patches, system documentation, maintenance and support for two (2) years from the date of the last milestone payment. <i>(Insert extra lines as needed)</i>	<b>RSA Archer Compliance Management (0-1500 Employees)</b>	\$30,971.40
			<i>Compliance Management Perpetual - Year 1 Maintenance</i>	\$5,574.83
			<i>Compliance Management Perpetual - Year 2 Maintenance</i>	\$5,574.83
	4	<b>Compliance Module</b> Perpetual Software Licenses for <u>clients</u> <i>(If applicable)</i> , including warranty, patches, system documentation, maintenance and support for two (2) years from the date of the last milestone payment. List as a per client cost; <i>(Insert extra lines as needed)</i>	N/A	N/A
	5	Configuration and Installation of <b>Audit Module</b> . <i>(Insert extra lines as needed)</i>	200 Hours	\$51,567.08
	6	Configuration and Installation of <b>Compliance Module</b> . <i>(Insert extra lines as needed)</i>	200 Hours	\$51,567.08
	7	Year 3 <b>Audit Module</b> maintenance including patches and support costs.		N/A
	8	Year 3 <b>Compliance Module</b> maintenance including patches and support costs.		N/A
	9	Year 4 <b>Audit Module</b> maintenance including patches and support costs.		N/A
	10	Year 4 <b>Compliance Module</b> maintenance including patches and support costs.		N/A
	11	Year 5 <b>Audit Module</b> maintenance including patches and support costs.		N/A
	12	Year 5 <b>Compliance Module</b> maintenance including patches and support costs.		N/A

## Optional Items

FIXED COST	ITEM #	DESCRIPTION		TOTAL COST
	13	TRAINING FOR:	PER DAY	
		Audit Module IT System Administrators: up to 4	<i>Pricing is Per Person, Per Class (4 Day Class)</i>	\$3,239.62
		Audit Module End-Users: up to 7	<i>Scoping call required to fully understand End-User Training Requirements</i>	N/A
		Compliance Module IT System Administrators: up to 4	<i>Pricing is Per Person, Per Class (4 Day Class)</i>	\$3,239.62
		Compliance Module End-Users: up to 7	<i>Scoping call required to fully understand End-User Training Requirements</i>	N/A

T&M COST	ITEM	DESCRIPTION		PRICE PER HOUR
	14	Additional future customization not dictated by meeting requirements in Section 5. <i>(Insert extra lines as needed)</i>		\$257.84

FIXED COST	ITEM #	DESCRIPTION		COST
	15	Hosting services on a per month basis within first year of contract for Enterprise and Governance Modules.	<i>While RSA does offer a hosted solution for Archer, we are not responding with such to this RFP. Agencies/Organizations may receive hosted pricing upon request.</i>	N/A
	16	Hosting services on a per month basis within first year of contract for Enterprise, Governance, Audit and Compliance Modules.		N/A

**Rate Card**

<b>POSITION</b>	<b>DESCRIPTION OF SERVICES PROVIDED</b>	<b>HOURLY RATE</b>
<i>Archer Practice Consultant</i>	<i>0-999 Hours</i>	<i>\$257.84</i>
<i>Archer Practice Consultant</i>	<i>1000-1999 Hours</i>	<i>\$232.05</i>
<i>Archer Practice Consultant</i>	<i>2000+ Hours</i>	<i>\$206.27</i>

# STATEMENT OF WORK

<b>Project Name:</b>	eGRC Consulting	<b>Sales Contact:</b>
<b>Customer Name:</b>	Virginia Information Technologies Agency	Nichole Tuzzolino
<b>CDW Affiliate:</b>	CDW Government LLC	866.850.5223
<b>Effective Date:</b>	February 12, 2013	nicotuz@cdw.com
<b>Version:</b>	4.2	<b>Solution Architect:</b>
		Zach Hammer, Dennis Pinkerton

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this February 12, 2013 (the “**Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**”, “**Supplier**”, and “**we**”) and Virginia Information Technologies Agency (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

Supplier shall provide one (1) to two (2) security consultant(s) to provide the eGRC Solution at the site set forth in the attached Exhibit (“Customer Designated Locations”). Other resources may be engaged as appropriate during the project lifecycle to support completion of activities outlined in this Statement of Work.

### SERVICES PROVIDED

#### PROJECT KICKOFF MEETING

For this SOW, Supplier shall commence with a kickoff meeting with Customer that shall include the following activities:

- Reviewing the final Supplier SOW to ensure consistency with project goals.
- Conducting high-level project review.

Supplier shall conduct the Kickoff Meeting.

#### EGRC ENTERPRISE MANAGEMENT TASKS

Supplier shall work closely with Customer’s staff, at Customer’s location as well as Supplier premises, to provide the eGRC Solution(s) as outlined below:

This solution is expected to include:

- Creation of approximately thirty (30) non-calculated, ten (10) calculated fields, five (5) data driven events, five (5) notifications in total for the following applications:
  - Company.
  - Division.
  - Business Unit.
  - Products and Services.
  - Business Processes.
  - Applications.
  - Information.
  - Devices.
  - Facilities.
  - Contacts.
- Building of up to two (2) additional access roles and two (2) additional user groups.

- Creation of up to two (2) additional workspaces, six (6) additional iViews, and ten (10) reports.
- Import of one (1) .CSV file to migrate existing content.
- Creation of one data feed to bring data in from CMDB. (file format must be CSV or XML)
- Support/fix issues during the user acceptance testing.
- Assist in the migration of the configured Solution into two environments.
- Supplier shall provide document on promotion process.

### EGRC RISK MANAGEMENT TASKS

Supplier will work closely with Customer's staff, at Customer's location as well as Supplier premises, to provide the eGRC Solution(s) as outlined below:

The Solution shall include:

- Creation of approximately twenty (20) non-calculated, ten (10) calculated fields, five (5) data driven events, five (5) notifications in total for the following applications:
  - Risk Register
  - Risk Assessments
  - Findings
  - Remediation Plans
  - Exception Requests
- Building of up to two (2) additional access roles and two (2) additional user groups.
- Creation of up to two (2) additional workspaces, six (6) additional iViews, and five (5) reports.
- Supplier will assist in creating one (1) Risk Assessment and instruction to Customer in creating subsequent assessments.
- Support/fix issues during the user acceptance testing.
- Assist in the migration of the configured solution into two environments.
- Supplier shall provide document on promotion process.

### EGRC POLICY MANAGEMENT TASKS

Supplier will work closely with Customer's staff, at Customer's location as well as Supplier premises, to provide the eGRC Solution(s) as outlined below:

This Solution is expected to include:

- Creation/update of up to thirty (30) non-calculated, ten (10) calculated fields, five (5) data driven events, five (5) notification templates and, five (5) reports in total for the following applications:
  - Corporate Objectives
  - Policies
  - Control Standards
  - Control Procedures
- Importing of Supplier Archer reference content from Supplier Archer eGRC Library for the following applications:
  - Authoritative Sources
  - Policies
  - Control Standards
  - Control Procedures
  - Question Library
- Import and mapping of up to ten (10) pages of policy content.
- Import of one (1) .CSV files to import legacy data.
- Building of up to two (2) additional access roles and two (2) additional user groups.

- Creation of up to two (2) additional workspaces and six (6) additional iViews.
- Support/fix issues during the user acceptance testing.
- Assist in the migration of the configured solution into two (2) environments.
- Supplier shall provide document on promotion process.

## **SUPPLIER RESPONSIBILITIES**

- An Executive Sponsor to facilitate staff cooperation and provide an executive liaison to Customer.
- One or more full-time Supplier Consultant(s) as required for services provided.
- Expertise from other Supplier Consultants for the purposes of review and quality assurance.

## **CUSTOMER RESPONSIBILITIES**

- Identify a primary technical point of contact within Customer's organization to help Supplier Consultant(s) coordinate access to the required project materials and personnel.
- Identify a Customer Executive Sponsor to facilitate staff cooperation and provide an Executive Liaison to Supplier.
- Assist with identifying representatives from Customer's various internal and external stakeholders who have an interest or are affected by the eGRC Solution.
- Facilitate scheduling of stake holder representatives to participate in the exchange of information with Supplier Consultant.
- Respond in a timely fashion to questions posed by Supplier regarding the project.
- Review and agree on engagement objectives.
- Ensure that all environment requirements are met prior to commencement of the services.
- Provide access to Customer's systems and networks as necessary to perform the services during Supplier's normal business hours, or at mutually agreed times.
- Provide support from technical support teams for all vendors and third parties as necessary.
- Assume all responsibility for network connectivity, performance, and configuration issues.
- Verify that the work site is prepared to perform the engagement services.
- Provide documents/diagrams detailing the existing specifications and architecture in a timely manner.
- Provide all on-site Supplier Consultants with any necessary building badges/passes, parking badges/passes, and machine room badges/passes.
- Provide all on-site Supplier Consultants with a safe working environment, including a workspace, telephone, and network access, if necessary.

## **PROJECT ASSUMPTIONS**

- Customer project sponsors will participate in an expectations discussion regarding project scope as part of the project kick-off.
- Customer Archer environment(s) will meet at least the minimum technical specifications outlined in the Archer installation guide.
- Supplier shall provide staff that are US Citizens.
- Travel time will not be billed for this project.
- Certain activities performed by Supplier Security Consultants (e.g., documentation, project management, etc.) may be performed remotely.
- The estimates in this Statement of Work assume a continuous work effort. Delays due to unavailability of equipment or key personnel not within the direct control of Supplier are subject to a change request.
- Supplier Security Consultant and Customer Project Manager must agree to any changes to the project scope and timeframes in writing.
- The consulting services are offered assuming a forty (40)-hour work week. Should additional Professional Services effort be required to accomplish the project goals of that week, additional hours will be billed at the rate agreed upon

in this Statement of Work. An extension to Customer Purchase Order for the service period may be required to support this additional expense.

- Customer must have a properly licensed copy of all required Supplier software. Supplier products will be installed and configured on certified platforms and versions only.
- At Customer request, Supplier Security Consultants may change the look-and-feel of an Supplier product while performing the services in this SOW. Any custom configuration or scripts (e.g., CGI, HTML, TCL, etc.) written by the Supplier Security Consultant(s), which is not part of a Work Product under this SOW, is provided on an “as-is” basis. Customer will be responsible for support and maintenance of these items.
- Custom software engineering efforts beyond the capability of the assigned project resource(s) may be executed off-site at Supplier’s Bedford, MA facility and would be funded via a separate Supplier Statement of Work and Customer Purchase Order.
- There will not be any automated integrations with external systems delivered through use of the Archer Web Services API or Data Feed Manager as part of this project.
- External data to be incorporated in the solution via a one-time migration will be manually processed and brought into Archer via the existing data import interface. Supplier will design the required data format import, and will execute single imports of all unique data identified in this Statement of Work into Customer Test and Production environments. Customer will be responsible for providing required export(s) of legacy data, formatting data for import, and resolution of any data issues encountered during the data import process.
- All data sources used for integrations implemented using the Archer Data Feed Manager will be in one of the following formats: a .CSV or other delimited format; a database that can be queried with a standard SQL query; or an existing Archer solution. Unstructured data (such as data presented on a web page) cannot be directly consumed using the Archer Data Feed Manager.
- Customer will provide subject-matter-experts for the systems that will be sourced by the Archer Data Feed Manager, and will provide mechanism(s) to access required source system data. Customer will be responsible for resolving any data or performance issues related to source system data.
- The Build phase will be completed using Customer Development environment. The Test phase will be completed using Customer Test environment. Supplier will be responsible for a single migration of the solution to both Customer test and production environments.
- Supplier shall provide full-time support of Customer User Acceptance Testing activities. Completion of this testing is estimated to occur over five (5) days, or as mutually agreed upon by Supplier Consultant and Customer Project Manager.
- Supplier shall provide weekly status of project activities, and manage project issues to resolution, engaging subject matter experts as needed.
- Any unused hours allocated as part of this SOW will expire one year from the date on which this SOW was signed by both parties.

## OUT OF SCOPE

- Any additional hardware configuration not listed in this SOW.
- Modification of Customer’s application software.
- Any custom software development or scripting.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules

contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## PROFESSIONAL SERVICES FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Consultant Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Customer is a tax-exempt entity and will provide proof of tax-exempt status upon Seller request.

Seller will invoice for the Total Fees.

## CONSULTANT FEES

Consultant Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Consultant Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Consultant Fees of \$144,390.40 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 560 nor the Total Estimated Consultant Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Project Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Consultant – Per Hour	\$257.84	560	\$144,390.40
<b>Totals</b>		<b>560</b>	<b>\$144,390.40</b>

Customer will be invoiced on a monthly basis for hours worked in the preceding month.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

## EXPENSES

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.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“**Customer Components**”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.

3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.
7. SELLER ACKNOWLEDGES RECEIVING CUSTOMER'S ITRM POLICIES, STANDARDS AND GUIDELINES FOUND AT [HTTP://WWW.VITA.VIRGINIA.GOV/LIBRARY/DEFAULT.ASPX?ID=537](http://www.vita.virginia.gov/library/default.aspx?id=537) AND AGREES TO ACCEPT THE PROVISIONS.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears, and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## PAYMENT TERMS

Except as otherwise agreed by the Parties, Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

## CHANGE ORDERS

This SOW may be modified or amended only in a writing drafted by Seller, generally in the form provided by Seller and signed by both Customer and Seller ("**Change Order**"). Each Change Order will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## MISCELLANEOUS

This SOW shall be governed by that certain Information Technology Solution Contract (VA-130103-CDWG) between The Virginia Information Technologies Agency on behalf of the Commonwealth of Virginia and CDW Government LLC dated the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Agreement**"). In the event of any discrepancy between this SOW and the Contract, the provisions of the Contract shall control.

References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

## CDW Government LLC

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Mailing Address:

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:  
Leta Amburgey

## Virginia Information Technologies Agency

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Mailing Address:

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

### Billing Contact:

Street: \_\_\_\_\_  
City/ST/ZIP: \_\_\_\_\_

120813 Standard



# EXHIBIT A.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
Virginia Information Technologies Agency 11751 Meadowville Lane Chester, VA 23836	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

Exhibit G: Certification Regarding Lobbying

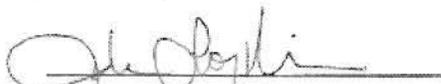
**EXHIBIT G: CERTIFICATION REGARDING LOBBYING**

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

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

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

Signature:



Printed Name:

John Loughlin

Organization:

CDW Government

Date:

September 11, 2012