Commonwealth of Virginia
Virginia Information Technologies Agency

SOFTWARE LICENSE AND SERVICES RESALE

Optional Use Contract

Date:	September 11, 2015
Contract #:	VA-150826-TTP
Authorized User:	Authorized User (AU): All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. 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.
Contractor:	Triad Technology Partners 2 King George Grant Fredericksburg, VA 22405
FIN:	26-4737500
Contact Person:	Jennifer Stevenson Phone: (215) 536-2580 Ext. 125 Fax: (267) 373-1602
Pricing:	Exhibit A
Term:	August 26, 2015 – August 25, 2018
Payment:	Net 30 days

For Additional Information, Please Contact:

Contract Information:

Supply Chain Management
Virginia Information Technologies Agency

Greg Scearce
Phone: 804-416-6166
E-Mail: gregory.scearce@vita.virginia.gov
Fax: 804-416-6361

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

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

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

CONTRACT # VA-150826-TTP

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date

Software License and Services Resale Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Triad Technology Partners, LLC

SOFTWARE LICENSE AND SERVICES RESALE CONTRACT

THIS SOFTWARE LICENSE AND SERVICES RESALE 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 Triad Technology Partners, LLC ("Supplier" or "Reseller"), a corporation headquartered at 910 Princess Anne Street, Suite 109 Fredericksburg VA 22401, to be effective as of August 26, 2015 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier agrees to grant a license (new and or upgrade) to use certain various Software published by International Business Machines Corporation to Authorized Users and to provide various Services to the Authorized Users. By executing this Contract, Supplier agrees to be bound by the terms of the MASTER TERMS AND CONDITIONS APLICABLE TO ALL CONTRACTS FOR IBM PRODUCTS AND RELATED SERVICES ("VA-141008-IBM"), entered in to by and between VITA and International Business Machines Corporation., as of October 8, 2014, and as subsequently amended by the parties thereto, which Agreement is incorporated into this Contract as Exhibit C.

2. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Software ordered during the term of the Contract may extend beyond the term of this Contract.

B. Termination for Convenience

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

C. 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 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.

D. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, 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 issued hereunder and if Supplier does not cure said failure as provided below.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with written 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, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part.

If an Authorized User deems the Supplier to be in breach and/or default of an order, 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, in whole or in part.

Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

3. GENERAL WARRANTY

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

A. Ownership

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Supplier further warrants that it is an authorized reseller of IBM Products and Services.

B. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of 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.

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.

4. FEES AND CHARGES

As consideration for the Supplier's performance obligations and any additional products and services provided hereunder to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit B, and per the Authorized User's order or SOW, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit A, 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 to VITA and to the Authorized User if such change impacts any SOW or order and 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.

5. SUPPLIER QUOTE AND REQUEST FOR QUOTE

Should an Authorized User determine that a competitive process is required to ensure it receives the best value for its needed solution, product and/or services under this contract, 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 identical or similar solutions, products and/or services 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, including such product and services components, at the Exhibit A 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 its offering for the Authorized User. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ.

6. TRAINING AND DOCUMENTATION

A. Training

In addition to any online tutorial training Supplier may make available, Supplier's fee, unless expressly excluded, includes all costs for any and all training as agreed upon for the training of one (1) Authorized User trainer per order or SOW on the use and operation of the Deliverable provided to Authorized User, to allow full benefit of the applicable Deliverable to Authorized User, including instruction in any necessary conversion, manipulation or movement of such Authorized User's data. Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location mutually agreeable to Supplier and Authorized User. Available additional and optional training, and applicable pricing and discounts, are described in Exhibit A.

A. Documentation

Supplier shall deliver to Authorized User three (3), or such number as agreed upon between the parties under an order or SOW, complete hard copies or electronic media of Documentation applicable to Supplier's Deliverable provided to Authorized User, as requested by such Authorized User. Should Supplier revise or replace the Documentation, or should Documentation be modified to reflect Updates, Supplier shall deliver to the Authorized User such updated or replacement Documentation, in the same quantity and media format as originally requested by such Authorized User, or as agreed upon between the parties. Any Authorized User shall have the right, as part of any license grant, 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 installation and operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications, fixes or updates made by Supplier. Any Authorized User shall have the right, as part of the license granted by Supplier, 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 licensed application or software 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.

7. REPORTING

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

i. Report of Sales; and

ii. Small Business Procurement and Subcontracting Report

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

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

In conjunction with the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA within 30 days of the date of expiration of the contract an accompanying statement certifying that Supplier has fully complied with the Contract's Small Business (SWaM) Procurement Plan, and if Supplier has not fully complied, provide a written explanation of any variances between such Plan and the actual participation. The Supplier's compliance confirmation and/or written explanation of variance shall be maintained by VITA, in the contract file.

Failure by Supplier to comply with its contractually obligated Small Business (SWaM) Procurement Plan may prohibit or delay any renewals of the Contract. Also, Supplier's failure to comply with its Small Business (SWaM) Procurement Plan or to explain any variance between the proposed Plan and actual SWaM subcontracting spend may result in the withholding of any final payment due Supplier.

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

8. BANKRUPTCY

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

9. GENERAL PROVISIONS

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

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

C. Discounts

Discounts on Products and Services in Exhibit A shall constitute minimum discounts applicable to such Products and Services. Supplier may, based on a specific request from an Authorized User, provide discounts that are greater than those provided in Exhibit A.

D. 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 D hereto.

E. 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 US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

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. Software as a Service (SaaS)

In the event an Authorized User wishes to engage a SaaS agreement between themselves and Supplier, Supplier and VITA will negotiate the additional required terms and conditions.

H. No Waiver

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

I. 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.

J. Survival

The provisions of this Contract regarding General Warranty and the General Provisions shall survive the expiration or termination of this Contract.

K. 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.

L. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Software purchased 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 and any information regarding Supplier's other customers, clients, or contracts.

M. 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:

a). Exhibit A Product Discounts

b). Exhibit B Requirements

c). Exhibit C VA-141008-IBM Master Terms

d). Exhibit D Certification Regarding Lobbying

e). Exhibit E SOW

f). Exhibit F SLA's

g). Exhibit G SWAM Procurement and Subcontracting Plan

h). Exhibit H Attachment A Mandatory Terms from VA-141008-IBM Master Terms

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: Exhibit H, Exhibit C, this Contract document, Exhibit A, Exhibit B, Exhibit F, Exhibit E, Exhibit G and any individual order.

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 issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

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

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

Supplier

By: _____

(Signature)

Name: Jennifer G. Stevenson

(Print)

Title: Executive Director

Date: 08/24/15

VITA

By: _____

(Signature)

Name: NELSON P. MOE

(Print)

Title: CHIEF INFORMATION OFFICER

Date: 8/26/2015

Exhibit A
Instructions

When filling out the per hour rate for the various labor areas that your company offers, suppliers need to reference the following link (http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/SCM/ITCL_updates/2013_2014/VAITCL_Job_Titles_Description.pdf).

Refer to the job description that closely matches your company's job description and then populate tab labeled "Labor Rate" with your rate. Please provide rates for Region 1 & 2. If you don't provide a specific job classification, then place "NA" in Region 1 & 2.

Region 2 Counties: Arlington, Fairfax, Loudoun and Prince William

Region 2 Cities and towns: Alexandria, Fairfax, Falls Church, Manassas and Manassas Park, Clifton, Dumfries, Hamilton, Haymarket, Herndon, Hillsboro, Leesburg, Lovettsville, Middleburg, Occoquan, Purcellville, Quantico, Round Hill and Vienna
Region 1 is all other areas of Virginia

If after filling out the rates on the tab "Labor Rate", you still have job classifications that don't match any descriptions provided in the 1st link, please provide those rates per hour (Region 1 & 2) on the tab labeled "Additional Labor"

For the tab labeled "Software Titles" VITA has listed over 100 IBM software titles that suppliers need to provide IBM's list price (available from a public website) for the software listed and their proposed percentage off of list. The spreadsheet will then calculate the net cost for each software title. If there are any titles in the list that suppliers are not authorized to resell, suppliers are to leave those blank.

If a supplier offers a software title that is not listed on the tab labeled “Software Titles”, suppliers are to list those titles on the tab labeled “Additional Software Titles”. Suppliers need to include the IBM Part Number for each title, along with a description, the IBM list price (available from a public website) and percentage off of list.

VITA reserves the right to review software/appliances at any time for approval/dismissal of any products.

When Suppliers are providing pricing for software listed on the tab labeled "Software Titles", Suppliers are to provide **government** pricing.

Job Category	Position		Region 1 Bill Rate (Not to Exceed)	Region 2 Bill Rate (Not to Exceed)
	Business Analyst	Analyst 1	96.00	89.00
		Analyst 2	113.00	98.00
		Analyst 3	119.00	114.00
		Analyst 4	124.00	119.00
		Analyst 5	135.00	175.00
	ERP Analyst	ERP Analyst 1	124.00	119.00
		ERP Analyst 2	129.00	125.00
		ERP Analyst 3	135.00	130.00
		ERP Analyst 4	141.00	134.00
		ERP Analyst 5	147.00	141.00
	ERP Database Administrator	ERP Database Administrator 1	124.00	119.00
		ERP Database Administrator 2	129.00	125.00
		ERP Database Administrator 3	135.00	130.00
		ERP Database Administrator 4	141.00	136.00
		ERP Database Administrator 5	150.00	144.00
	ERP Developer	ERP Developer 1	124.00	119.00
		ERP Developer 2	129.00	125.00
		ERP Developer 3	135.00	130.00
		ERP Developer 4	141.00	136.00
		ERP Developer 5	161.00	141.00
	ERP Project Manager	ERP Project Manager 1	135.00	130.00
		ERP Project Manager 2	141.00	136.00
		ERP Project Manager 3	209.00	209.00
	Geographic Information System	Geospatial Projects Manager		
		GIS Analyst		

	Specialist 1		
	Specialist 2		
	Technician Trainee		
	Technician 1		
	Technician 2		
	Technician 3		
Graphic Designer	Graphic Designer 1		
	Graphic Designer 2		
Intelligent Transportation Systems Specialist			
Mobile Specialist		181.00	171.00
Programmer	Programmer 1	104.00	96.00
	Programmer 2	125.00	115.00
	Programmer 3	136.00	129.00
	Programmer 4	152.00	144.00
	Programmer 5	175.00	173.00
	Programmer 6	175.00	173.00
Programmer Analyst	Analyst 1	96.00	89.00
	Analyst 2	107.00	97.00
	Analyst 3	113.00	108.00
	Analyst 4	113.00	111.00
	Analyst 5	119.00	114.00
	Analyst 6	124.00	119.00
Software Solutions Architect		295.00	305.00
Software Test Analyst	Analyst 1	96.00	78.00
	Analyst 2	96.00	89.00
	Analyst 3	107.00	97.00
	Analyst 4	113.00	108.00

		Analyst 5	113.00	111.00
	System Analyst	Analyst 1	96.00	89.00
		Analyst 2	107.00	97.00
		Analyst 3	113.00	108.00
		Analyst 4	113.00	111.00
		Analyst 5	119.00	114.00
		Analyst 6	124.00	119.00
	Technical Writer	Technical Writer 1	113.00	113.00
		Technical Writer 2	113.00	113.00
		Technical Writer 3	124.00	116.00
	Webmaster	Webmaster 1	136.00	133.00
		Webmaster 2	162.00	155.00
	Website Developer	Website Developer 1	136.00	129.00
		Website Developer 2	162.00	155.00
Customer/Technical Support	Help Desk	Help Desk 1	93.00	76.00
Customer/Technical Support		Help Desk 2	104.00	94.00
Customer/Technical Support		Help Desk 3	115.00	111.00
Customer/Technical Support	Infrastructure Solutions Architect	Infrastructure Solutions Architect	96.00	81.00
Customer/Technical Support		Infrastructure Solutions Architect	107.00	97.00
Customer/Technical Support		Infrastructure Solutions Architect	125.00	118.00
Customer/Technical Support		Infrastructure Solutions Architect	142.00	138.00

Customer/Technical Support		Infrastructure Solutions Architect	159.00	155.00
Customer/Technical Support	System Administrator	System Administrator 1	96.00	89.00
Customer/Technical Support		System Administrator 2	104.00	102.00
Customer/Technical Support		System Administrator 3	137.00	133.00
Customer/Technical Support	Technical Support	Technical Support 1	97.00	89.00
Customer/Technical Support		Technical Support 2	107.00	97.00
Customer/Technical Support		Technical Support 3	115.00	111.00
Data Management	Data Warehouse Architect	Data Warehouse Architect 1	129.00	118.00
Data Management		Data Warehouse Architect 2	141.00	129.00
Data Management		Data Warehouse Architect 3	152.00	140.00
Data Management	Database Administrator	Database Administrator 1	96.00	89.00
Data Management		Database Administrator 2	107.00	97.00
Data Management		Database Administrator 3	113.00	108.00
Data Management		Database Administrator 4	123.00	114.00
Data Management		Database Administrator 5	129.00	129.00

Data Management	Database Architect	Database Architect 1	129.00	118.00
Data Management		Database Architect 2	141.00	129.00
Data Management		Database Architect 3	152.00	140.00
Data Management		Database Architect 4	164.00	149.00
Governance	IT Governance Analyst		183.00	177.00
Governance	IT Procurement Analyst		164.00	149.00
IT Management Services	Business Continuity Planner		177.00	174.00
IT Management Services	Business Process Reengineering		181.00	177.00
IT Management Services	Enterprise Architect		169.00	169.00
IT Management Services	IT Auditor	IT Auditor 1	117.00	129.00
IT Management Services		IT Auditor 2	136.00	133.00
IT Management Services		IT Auditor 3	162.00	166.00
IT Management Services		IT Auditor 4	180.00	183.00
IT Management Services		IT Auditor 5	188.00	197.00
IT Management Services	IT Strategist		183.00	188.00

IT Management Services	IT Trainer		159.00	166.00
IT Security	IT Security Analyst	IT Security Analyst 1	136.00	144.00
IT Security		IT Security Analyst 2	173.00	181.00
IT Security		IT Security Analyst 3	205.00	213.00
IT Security		IT Security Architect 1	240.00	246.00
IT Security		IT Security Architect 2	271.00	276.00
IT Security	Security Auditor		240.00	246.00
Project Management	Project Coordinator		129.00	118.00
Project Management	Project Lead	Project Lead 1	151.00	162.00
Project Management		Project Lead 2	166.00	181.00
Project Management	Project Manager	Project Manager 1	115.00	129.00
Project Management		Project Manager 2	133.00	144.00
Project Management		Project Manager 3	151.00	162.00
Project Management		Project Manager 4	166.00	181.00
Project Management		Project Manager 5	198.00	208.00
Telecom and Computer Networking	Network Administrator	Network Administrator 1	118.00	125.00

Telecom and Computer Networking		Network Administrator 2	136.00	147.00
Telecom and Computer Networking		Network Administrator 3	151.00	159.00
Telecom and Computer Networking	Network Architect	Network Architect 1	140.00	152.00
Telecom and Computer Networking		Network Architect 2	149.00	164.00
Telecom and Computer Networking		Network Architect 3	149.00	164.00
Telecom and Computer Networking	Network Engineer	Network Engineer 1	123.00	125.00
Telecom and Computer Networking		Network Engineer 2	140.00	148.00
Telecom and Computer Networking		Network Engineer 3	147.00	162.00
Telecom and Computer Networking		Network Engineer 4	162.00	175.00
Telecom and Computer Networking	Public Safety Consultant			

Telecom and Computer Networking	Radio Engineer

Position	Description	Region 1 Bill Rate (Not to Exceed)	Region 2 Bill Rate (Not to Exceed)
Architect/Lead WebSphere MQ	Architect and implement solutions for MQ	$295.00	$305.00
Architect/Lead IIB (Broker)	Architect and implement solutions for Broker	$295.00	$305.00
Program Manager	Program Manager	$200.00	$200.00
Security Architect	Security Architect	$253.00	$253.00
Security Consultant	Security Consultant	$275.00	$275.00
Systems Management Specialist	Systems Management Specialist	$200.00	$200.00
Security Engineer 1	Entry Level	$144.00	$144.00
Security Engineer 2	Mid Level	$190.00	$190.00
Security Engineer 3	Senior Level	$230.00	$230.00

IBM Part #	Description	IBM GV Price	% off IBM GV Price	Net Cost	Notes
D151HLL	IBM BUSINESS ANALYTICS FINANCIAL MODELER OPTIMIZATION ADD-ON AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	12,750.00	3.50%	12,303.75	
D19YGLL	IBM ENTERPRISE MODEL RISK GOVERNANCE CURRENCY VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	340,000.00	3.50%	328,100.00	
D12WRLL	IBM BUSINESS INTELLIGENCE PATTERN WITH BLU ACCELERATION SOLUTION PACK PER INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	0.00	3.50%	0.00	REPLACED
D12WTLL	IBM BUSINESS INTELLIGENCE PATTERN WITH BLU ACCELERATION DATA EXPANSION PACK PER TERABYTE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	0.00	3.50%	0.00	REPLACED
D10AJLL	IBM COGNOS BUSINESS INTELLIGENCE ANALYTICS USER PER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,505.00	3.50%	1,452.33	
D11W6LL	IBM COGNOS COMMAND CENTER STANDARD EDITION FOR ZENTERPRISE BLADECENTER EXTENSION INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	63,155.00	3.50%	60,944.58	
D0EC6LL	IBM SPSS COLLABORATION AND DEPLOYMENT SERVICES PROCESSOR VALUE UNIT (PVU) INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	198.10	3.50%	191.17	
D0EF1LL	IBM SPSS COLLABORATION AND DEPLOYMENT SERVICES FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	225.30	3.50%	217.41	
D0C3ILL	IBM CONNECTIONS FOR EXTRANET PROCESSOR VALUE UNIT (PVU) FOR LINUX ON SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	480.30	3.50%	463.49	
D10RYLL	IBM CONNECTIONS CONTENT MANAGER FOR INTRANET AND EXTRANET PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	858.50	3.50%	828.45	
D0Z1SLL	IBM CONNECTIONS SUITE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	235.50	3.50%	227.26	
D132ALL	IBM DOCS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	637.50	3.50%	615.19	
D55JDLL	IBM DOMINO ENTERPRISE SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	43.14	3.50%	41.63	
D10A7LL	IBM WEB CONTENT MANAGER RICH MEDIA EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	986.00	3.50%	951.49	
D52E1LL	IBM LOTUS WORKFLOW USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	100.30	3.50%	96.79	
D59QLLL	IBM LOTUS MOBILE CONNECT AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	106.30	3.50%	102.58	
D0B7HLL	IBM DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	147.90	3.50%	142.72	
D11DJLL	IBM SAMETIME COMMUNICATE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	52.49	3.50%	50.65	
D59VHLL	IBM WEBSPHERE PORTAL EXPRESS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	443.70	3.50%	428.17	
E02Z1LL	IBM WEBSPHERE PORTAL SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	142.00	2.00%	139.16	
D0CT9LL	IBM WEB EXPERIENCE FACTORY PROCESSOR VALUE UNIT (PVU) LINUX ON SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	227.00	3.50%	219.06	
D0CTDLL	IBM WEB EXPERIENCE FACTORY DESIGNER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	5,653.00	3.50%	5,455.15	
D12RRLL	IBM STERLING B2B INTEGRATOR BASIC EDITION PROCESSOR VALUE UNIT (PVU) INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	94.35	3.50%	91.05	
D0GR0LL	IBM CASE MANAGER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,751.00	3.50%	1,689.72	
D0IMBLL	IBM CONTENT ANALYTICS WITH ENTERPRISE SEARCH PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,335.00	3.50%	1,288.28	
D12UWLL	IBM CONTENT COLLECTOR FOR FILE SYSTEMS PROCESSOR VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	612.90	3.50%	591.45	
D0CV0LL	IBM ILOG CPLEX OPTIMIZATION STUDIO DEVELOPER EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	7,880.00	3.50%	7,604.20	
D0QNXLL	IBM CURAM CHILD WELFARE STRUCTURED DECISION MAKING ADD-ON AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,462.00	3.50%	1,410.83	
D0QPBLL	IBM CURAM OUTCOME MANAGEMENT STRUCTURED DECISION MAKING ADD-ON AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,462.00	3.50%	1,410.83	
D0H4ILL	IBM DATACAP TASKMASTER ACCOUNTS PAYABLE CAPTURE AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	9,435.00	3.50%	9,104.78	
D0IBQLL	IBM DATACAP TASKMASTER CAPTURE FOR EMAIL AND ELECTRONIC DOCUMENTS PER CONNECTION LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	34,510.00	3.50%	33,302.15	
D120CLL	IBM DESKTOP DATA COLLECTOR USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	254.20	3.50%	245.30	
D0A3BLL	IBM DOCUMENT MANAGER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	761.60	3.50%	734.94	
D12UNLL	IBM EDISCOVERY ANALYZER OPERATOR AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	17,510.00	3.50%	16,897.15	
D11ZYLL	IBM EDISCOVERY IDENTIFICATION AND COLLECTION RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	18,360.00	3.50%	17,717.40	

D0479LL	IBM CASE FOUNDATION AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,318.00	3.50%	1,271.87	
D048TLL	IBM FILENET CAPTURE PROFESSIONAL - HIGH VOLUME EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	31,790.00	3.50%	30,677.35	
D11JVLL	IBM FILENET CONTENT MANAGER ELIGIBLE PARTICIPANT RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	3.61	3.50%	3.48	
E04X0LL	IBM FILENET DOCUMENT PUBLISHER SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	169.20	2.00%	165.82	RENEWAL
D0PIFLL	IBM I2 ANALYST'S NOTEBOOK CONCURRENT USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	6,647.00	3.50%	6,414.36	
D0PIHLL	IBM I2 ANALYST'S NOTEBOOK CONNECTOR FOR ESRI CONCURRENT USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,292.00	3.50%	1,246.78	
D0PHPLL	IBM I2 COPLINK FILE EXPORTER FOR COPLINK IEPD PREMIUM USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	95,200.00	3.50%	91,868.00	
D0PISLL	IBM I2 ENTERPRISE INTELLIGENCE ANALYSIS PREMIUM CONCURRENT USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	87,550.00	3.50%	84,485.75	
D111GLL	IBM INTELLIGENT INVESTIGATION MANAGER ANALYST USERS LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	0.00		0.00	OBSOLETE
D0WBSLL	IBM INTELLIGENT OPERATIONS CENTER DEVELOPER USER PER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	53,210.00	3.50%	51,347.65	
D11CJLL	IBM ILOG LOGICNET PLUS XE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	48,195.00	3.50%	46,508.18	
D0DF5LL	IBM TIVOLI REAL-TIME ASSET LOCATOR RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	977.50	3.50%	943.29	
D0IVQLL	IBM DECISION OPTIMIZATION CENTER CLIENT EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	4,378.00	3.50%	4,224.77	
D0951LL	IBM DECISION OPTIMIZATION CENTER DEVELOPER EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	9,775.00	3.50%	9,432.88	
D12XFLL	IBM STANDARDS PROCESSING ENGINE FOR HEALTHCARE-PAYER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	569.50	3.50%	549.57	
D0B6ILL	IBM WEBSPHERE TRANSFORMATION EXTENDER HEALTHCARE PACKS PER APPLICATION INSTANCE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	32,130.00	3.50%	31,005.45	
E048XLL	IBM OPTIM DEVELOPMENT STUDIO AUTHORIZED USER SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	12,665.00	2.00%	12,411.70	RENEWAL
D0ZUFLL	IBM DB2 ADVANCED ENTERPRISE SERVER EDITION TERABYTE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	84,745.00	3.50%	81,778.93	
D55NILL	IBM DB2 CONNECT APPLICATION SERVER EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	224.4	3.50%	216.55	
D58N5LL	IBM DB2 DEVELOPER EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,768.00	3.50%	1,706.12	
D553PLL	IBM ANONYMOUS RESOLUTION DSR VU VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	7,072.00	3.50%	6,824.48	
D0TI0LL	IBM INFOSPHERE GUARDIUM ADVANCED VULNERABILITY ASSESSMENT FOR DATABASES APPLICATION INSTANCE FOR LINUX ON SYSTEM Z SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	2,108.00	3.50%	2,034.22	REINSTATEMENT
D51QLLL	IBM INFORMIX ONLINE EXTENDED EDITION CONCURRENT SESSION LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	952.00	3.50%	918.68	
D0V4GLL	IBM HEALTHCARE PROVIDER DATA MODEL 1M PATIENT ENTERPRISE EDITION RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	226,100.00	3.50%	218,186.50	
D0IPILL	IBM INFOSPHERE DATASTAGE WORKGROUP EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	295.00	3.50%	284.68	
D0ARLLL	IBM INFOSPHERE BUSINESS GLOSSARY FOR COGNOS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	203.20	3.50%	196.09	
D6DDNLL	IBM INFORMIX CLIENT SDK AUTHORIZED USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,003.00	3.50%	967.90	
D0TIVLL	IBM INFOSPHERE GUARDIUM SECURITY PLATFORM X2000 APPLIANCE APPLIANCE INSTALL INITIAL APPLIANCE BUSINESS CRITICAL SERVICE UPGRADE 12 MONTHS	175.10	3.50%	168.97	
D0C23LL	IBM INFOSPHERE MASTER CONTENT FOR MASTER DATA MANAGEMENT SERVER RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	119,000.00	3.50%	114,835.00	
D0V9GLL	IBM INFOSPHERE STREAMS RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	36,040.00	3.50%	34,778.60	
D14Z1LL	IBM NETEZZA PLATFORM DEVELOPMENT SOFTWARE NON-PRODUCTION INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	63,750.00	3.50%	61,518.75	
D0H50LL	IBM INFOSPHERE DISCOVERY FOR INFORMATION INTEGRATION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	191.30	3.50%	184.60	
D0TL5LL	IBM INFOSPHERE OPTIM DATA PRIVACY WORKGROUP EDITION ACCELERATOR ORACLE APPLICATIONS TERABYTE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	41,565.00	3.50%	40,110.23	
D0WEYLL	IBM PUREDATA SYSTEM FOR ANALYTICS N2001-005 APPLIANCE INSTALL INITIAL APPLIANCE HARD DRIVE RETENTION SERVICE UPGRADE 12 MONTHS	2,890.00	3.50%	2,788.85	
D0Z4SLL	IBM PUREDATA SYSTEM FOR HADOOP H1001-010 APPLIANCE INSTALL APPLIANCE + SUBSCRIPTION AND SUPPORT 12 MONTHS	0.00		0.00	OBSOLETE
D0PVPLL	IBM RATIONAL SOFTWARE ARCHITECT DESIGNER FOR WEBSPHERE SOFTWARE AUTHORIZED USER SINGLE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	8,126.00	3.50%	7,841.59	
D54N9LL	IBM RATIONAL APPLICATION DEVELOPER FOR WEBSPHERE SOFTWARE AUTHORIZED USER FROM COMPETITIVE PRODUCTS TRADE UP LICENSE + SW S&S 12 MONTHS	2,261.00	3.50%	2,181.87	

D09PCLL	IBM RATIONAL RHAPSODY DEVELOPER FOR C++, C, AND JAVA AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	9,690.00	3.50%	9,350.85	
D15JQLL	IBM WORKLIGHT QUALITY ASSURANCE APPLICATION INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	19,805.00	3.50%	19,111.83	
D12TPLL	IBM URBANCODE DEPLOY SERVER AGENT MANAGED VIRTUAL SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,224.00	3.50%	1,181.16	
D56L1LL	IBM SECURITY DIRECTORY SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	113.10	3.50%	109.14	
D11V8LL	IBM SECURITY ACCESS MANAGER FOR MOBILE PER PROCESSOR VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	144.50	3.50%	139.44	
D10E4LL	IBM SECURITY NETWORK APPLIANCE ACCESSORY - DUAL TRANSCEIVER KIT - 1G - LX APPLIANCE INSTALL APPLIANCE RELATED HARDWARE	590.80	3.50%	570.12	
D10FZLL	IBM SECURITY NETWORK INTRUSION PREVENTION SYSTEM GX4004C-V2 - PRIMARY APPLIANCE INSTALL APPLIANCE MAINTENANCE + SUBSCRIPTION AND SUPPORT REINSTATEMENT 12 MONTHS	10,285.00	3.50%	9,925.03	
D11D3LL	IBM SECURITY PRIVILEGED IDENTITY MANAGER SESSION RECORDING INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	83,215.00	3.50%	80,302.48	
D10LQLL	IBM SECURITY SITEPROTECTOR SYSTEM PACKAGE - STANDARD INSTALL LICENSE + SOFTWARE SUBSCRIPTION AND SUPPORT 12 MONTHS	3,281.00	3.50%	3,166.17	
D13R3LL	IBM WORKLIGHT APPLICATION SCANNING PER AUTHORIZED USER SINGLE INSTALL INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,845.00	3.50%	1,780.43	
D0432LL	IBM TIVOLI FEDERATED IDENTITY MANAGER USER VALUE UNITS LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS		3.50%	0.00	
D10UPLL	IBM SECURITY QRADAR RISK MANAGER SOFTWARE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	38,505.00	3.50%	37,157.33	
D093YLL	IBM SECURITY IDENTITY AND ACCESS ASSURANCE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	134.30	3.50%	129.60	
D06NTLL	IBM TIVOLI SECURITY POLICY MANAGER FOR DATA ENTITLEMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	761.60	3.50%	734.94	
D04WLLL	IBM SECURITY ACCESS MANAGER FOR ENTERPRISE SINGLE SIGN-ON SUITE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	77.99	3.50%	75.26	
D107FLL	IBM SAN VOLUME CONTROLLER BASE VIRTUALIZATION TERABYTES (1-100) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,445.00	3.50%	1,394.43	
D12G7LL	IBM APPLICATION PERFORMANCE DIAGNOSTICS MANAGED VIRTUAL SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	2,406.00	3.50%	2,321.79	
D11VKLL	IBM ENDPOINT MANAGER STARTER KIT FOR LIFECYCLE MANAGEMENT FTL MANAGED VIRTUAL SERVER INITL FT LIC+S&S 12 MO	66.51	3.50%	64.18	
D16M2LL	IBM MAXIMO ARCHIVING WITH INFOSPHERE OPTIM DATA GROWTH SOLUTION INSTALL LICENCE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	114,750.00	3.50%	110,733.75	
D15PFLL	IBM MAAS360 ADVANCED MOBILE MANAGEMENT SUITE MANAGED CLIENT DEVICE INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	20.66	3.50%	19.94	
D15LPLL	IBM MAAS360 MOBILE APPLICATION SECURITY MANAGED CLIENT DEVICE INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	6.89	3.50%	6.65	
D15LGLL	IBM MAAS360 MOBILE APPLICATION MANAGEMENT MANAGED CLIENT DEVICE INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	13.77	3.50%	13.29	
D15L8LL	IBM MAAS360 MOBILE DEVICE MANAGEMENT MANAGED CLIENT DEVICE INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	20.66	3.50%	19.94	
D15Q4LL	IBM MAAS360 MOBILE ENTERPRISE GATEWAY SUITE MANAGED CLIENT DEVICE INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	10.33	3.50%	9.97	
D15N2LL	IBM MAAS360 SECURE BROWSER MANAGED CLIENT DEVICE INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	6.89	3.50%	6.65	
D10R9LL	IBM MAXIMO ANYWHERE WORK MANAGER PER AUTHORIZED USER LICENCE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,692.00	3.50%	1,632.78	
D04XSLL	IBM MAXIMO ASSET MANAGEMENT MANAGED SERVICE PROVIDERS LIMITED USE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,267.00	3.50%	1,222.66	
D0H0TLL	IBM MAXIMO FOR GOVERNMENT ADD ON AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,003.00	3.50%	967.90	
D0H1BLL	IBM MAXIMO SPATIAL ASSET MANAGEMENT AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	153.00	3.50%	147.65	
D11QCLL	IBM SMARTCLOUD ANALYTICS PREDICTIVE INSIGHTS RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	9.65	3.50%	9.31	
D0Q3VLL	IBM SMARTCLOUD APPLICATION PERFORMANCE MANAGEMENT ENTRY MANAGED VIRTUAL SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	496.00	3.50%	478.64	
D12Y2LL	IBM SMARTCLOUD VIRTUAL STORAGE CENTER ENTRY EDITION PER TERABYTE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	2,193.00	3.50%	2,116.25	
D0V30LL	IBM TIVOLI COMPOSITE APPLICATION MANAGER FOR APPLICATIONS SINGLE AGENT RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,275.00	3.50%	1,230.38	
D14MFLL	IBM TIVOLI STORAGE MANAGER ENTRY PER MANAGED SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,105.00	3.50%	1,066.33	
D0581LL	IBM SYSTEM STORAGE SAN VOLUME CONTROLLER ENTRY EDITION BASE VIRTUALIZAITON DISK DRIVE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	926.50	3.50%	894.07	
D0ILMLL	IBM DECISION SERVER RULES EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,046.00	3.50%	1,009.39	
D0CVTLL	IBM ILOG ELIXIR ENTERPRISE ALL-MODULES DEPLOYMENT PROCESSOR VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	0.00		0.00	OBSOLETE

D0PMQLL	IBM WORKLIGHT ENTERPRISE EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	147.10	3.50%	141.95	
D0YT2LL	IBM MOBILE APPLICATION PLATFORM PATTERN CONSUMER EDITION PER APPLICATION SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	90,950.00	3.50%	87,766.75	REINSTATEMENT
D0H8CLL	IBM INTEGRATION BUS CONNECTIVITY PACK FOR HEALTHCARE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	19,125.00	3.50%	18,455.63	
E0253LL	IBM WEBSPHERE MQ WORKFLOW PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	187.50	2.00%	183.75	RENEWAL
D14CXLL	IBM WEBSPHERE MANAGED FILE TRANSFER SERVICE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	58.23	3.50%	56.19	
D0DGULL	IBM WEBSPHERE MQ ADVANCED MESSAGE SECURITY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	24.65	3.50%	23.79	
D1472LL	IBM PUREAPPLICATION SOFTWARE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	271.20	3.50%	261.71	
D0WHELL	IBM PUREAPPLICATION SYSTEM W1500-32 HARD DRIVE RETENTION SERVICE UPGRADE APPLIANCE INSTALL INITIAL APPLIANCE HARD DRIVE RETENTION SERVICE UPGRADE 12 MONTHS	3,681.00	3.50%	3,552.17	
D0PC5LL	IBM PROCESS SERVER ADVANCED HYPERVISOR EDITION ON RED HAT ENTERPRISE LINUX SERVER FOR X86 (64 BIT) PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	969.00	3.50%	935.09	
D0ILWLL	IBM PROCESS SERVER ADVANCED PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	952.00	3.50%	918.68	
D040WLL	IBM WEBSPHERE SERVICE REGISTRY AND REPOSITORY ADVANCED LIFECYCLE EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	567.00	3.50%	547.16	
D0GHILL	IBM HTTP SERVER FOR WEBSPHERE APPLICATION SERVER HYPERVISOR EDITION ON RED HAT ENTERPRISE LINUX SERVER PER 10 PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	159.80	3.50%	154.21	
D0LTCLL	IBM WEBSPHERE APPLICATION SERVER FOR DEVELOPERS - TOOLS EDITION FOR ECLIPSE PER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,343.00	3.50%	1,296.00	
D0LTFLL	IBM WEBSPHERE APPLICATION SERVER NETWORK DEPLOYMENT - TOOLS EDITION PER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	181.90	3.50%	175.53	
D1216LL	IBM WEBSPHERE APPLICATION SERVER PROCESSOR VALUE UNIT (PVU) INITIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	18.83	3.50%	18.17	
D0VB7LL	IBM WEBSPHERE DATAPOWER INTEGRATION APPLIANCE XI52 VIRTUAL EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	272.00	3.50%	262.48	
D0VBBLL	APPLICATION OPTIMIZATION FOR IBM WEBSPHERE DATAPOWER INTEGRATION APPLIANCE XI52 VIRTUAL EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	0.00	3.50%	0.00	REPLACED
D0VBDLL	DATABASE CONNECTIVITY FOR IBM WEBSPHERE DATAPOWER INTEGRATION APPLIANCE XI52 VIRTUAL EDITION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	0.00		0.00	REPLACED
D0V0JLL	IBM SMARTCLOUD STORAGE ACCESS STORAGE DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	7,650.00	3.50%	7,382.25	
D610HLL	IBM INTELLIGENT FORMS PROCESSING DOCUMENT QUERY MODULE CONCURRENT USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	1,012.00	3.50%	976.58	
D0PRGLL	IBM SYSTEM STORAGE SAN VOLUME CONTROLLER REAL-TIME COMPRESSION PER TERABYTE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	552.50	3.50%	533.16	

IBM Part #	Description	IBM GV Price	% off IBM GV Price	Net Cost
D17BALL	**Replacement for D12WRLL** COGNOS BUSINESS INTELLIGENCE ANALYTICS ADMINISTRATOR PER	12,835.00	3.50%	12,385.78
D17BGLL	**Replacement for D12WTLL** COGNOS BUSINESS INTELLIGENCE ANALYTICS USER PER AUTHORIZED USER	1,148.00	3.50%	1,107.82
D1B0JLL	**Replacement for D0VBBLL** APPLICATION OPTIMIZATION MODULE DATAPOWER GATEWAY VIRTUAL PROC	56.95	3.50%	54.96
D1AZPLL	**Replacement for D0VBDLL** INTEGRATION MODULE DATAPOWER GATEWAY VIRTUAL PROC VALUE LIC + SOFTWARE SUBSCRIPTION	70.55	3.50%	68.08
D0IUSLL	IBM SmartCloud Cost Management Enterprise per Install Lic + SW S&S 1	90,100.00	3.50%	86,946.50
D0Q3TLL	IBM SmartCloud Application Performance Management Standard Managed Virtual Server License + SW Subscription & Support 12 Months	3,485.00	3.50%	3,363.03
D0Q51LL	IBM SmartCloud Application Performance Management NON Production Managed Virtual Server License + SW Subscription & Support 12 Months	1,751.00	3.50%	1,689.72
D55W8LL	IBM WebSphere Application Server Processor Value Unit (PVU) License +	46.96	3.50%	45.32
D55WJLL	BM WebSphere Application Server Network Deployment Processor Value Unit (PVU) License + SW Subscription & Support 12 Months	176.80	3.50%	170.61
D1FTALL	IBM MobileFirst Platform Foundation Enterprise Edition Install License +	35,700.00	3.50%	34,450.50
D1FV1LL	IBM MobileFirst Platform Foundation Enterprise Edition for Non-Production Environment Install License + SW Subscription & Support 12 Months	17,850.00	3.50%	17,225.25

Order Level	Single Order Discount Tier Based on Total Value of New License purchase.		Triad Additional Bottom line Contract Discount (off order total price)
L1	$250,001	$500,000	5%
L2	$500,001	$1,000,000	8%
L3	> $1,000,000		Negotiable

Triad offers additional discounts to be provided based upon single order size. The above table provides a tiered structure for additional discounts.

Exhibit B

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

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

The acceptable codes for Column B are as follows:

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

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

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

Security Requirements	Y/N	Description
Does your solution comply with all current COV ITRM Policies and Standards, as applicable found at: http://www.vita.virginia.gov/library/default.aspx?id=537 If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.	Y	To our knowledge all currently owned IBM software solutions comply with all current COV ITRM policies. Any software, implementation services, or solutions that are proposed as part of a statement of work engagement for services will follow these policies and standards.
Does your proposed interfaces comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344 If not, please explain.	Y	To our knowledge all currently owned IBM software and interfaces comply with or have approved exceptions to all applicable Commonwealth Data Standards. Any software, implementation services, or interfaces that are proposed as part of a statement of work engagement for services will follow these standards.

Does your solution/application/product provide effective, interactive control and use with non-visual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: http://www.vita.virginia.gov/uploaded files/library/accessibilitystandard_gov103-00_eff_11-04-05.pdf (Refer to www.section508.gov and www.access-broad.gov for further information) If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: (The VPAT template is located in Appendix C of the Accessibility Standard (GOV103-00)). If no, does your solution/application/product provide alternate accessibility functionality? Please describe.		IBM Corporation has always taken an advanced approach to ensuring compliance with all legislation and regulations for software delivery. Per IBM's website "IBM has a long-standing commitment to people with disabilities which began in 1914 when we hired our first disabled employee. In keeping with that commitment to accessibility, IBM strongly supports the U.S. Federal government's use of accessibility as a criterion in the procurement of Electronic Information Technology (EAT). Our own efforts to define and deliver sensible and effective approaches to promote accessibility evolved as the government defined its standards for Section 508 of the Rehabilitation Act." VPATs are available for all IBM Software Solutions and may be requested on a product by product basis. Triad recommends that we request the required VPAT documentation using IBM's dedicated process located at this link https://www-03.ibm.com/research/accessibility/requests/accvpat.nsf/bidxjs?OpenForm for any solutions being considered during the software selection process. As your partner we will facilitate this process for any customer request. It is also important to note that SYSUSA is currently engaged with 508 compliance work within VITA and has extensive experience in this area.

Breadth of Offerings	Y/N	Description
Is your organization an authorized reseller of IBM software? If so, please list the categories that you are authorized to resell. In addition, the categories listed should tie back to the software list in the Excel document titled "Appendix C Pricing". If there are software titles that you are authorized to resell and those titles are not listed in the tab labeled "Software Titles", then you should add those titles to the tab labeled "Additional Software Titles".	Y	Triad Technology Partners is an IBM Premier Business Partner and Authorized Reseller. We have included our Letter of Supply in CD 1 in the Transmittal section of our response. Triad is authorized to resell **all** IBM Software brands which includes the following IBM Product Groups: WebSphere Core, WebSphere BPM, WebSphere Commerce, Rational, Tivoli, Messaging and Collaboration, Security, Storage, IBM Big Data, Netezza, Risk Analytics, Tivoli Automation, IBM Data Management, IBM InfoSphere, IBM SaaS, Watson, IBM Optim, Tivoli Enterprise Asset Management, IBM FileNet, B2B Integration, IBM SPSS Statistics, IBM SPSS Enterprise, IBM Cognos, Smarter Cities, Expert Integrated Systems, and Connections Cloud.
Is your organization an authorized IBM service provider? If so, describe all the areas of expertise and provide details such as degree of expertise in the particular field, dedicated resources in these fields, number of successful installations in these areas, etc.	Y	4 of the 5 Members of Team Triad are Authorized IBM Service Providers and our member who is not yet certified is in the process of obtaining the certification. Triad Technology Partners is an IBM Premier Business Partner that has deep expertise in delivering Tivoli Enterprise Asset Management, Analytics and Mobile Solutions to our Public Sector customers. Aikya has very extensive expertise in the Big Data and Analytics space, is an IBM Authorized Business Partner for Big Data, SPSS, Cognos, and SoftLayer. The team are certified professionals in Hadoop, Big Data Fundamentals, and Big Insights. IDI is an IBM Premier Business Partner and carries certifications in WebSphere MQ and Broker. These consultants hold prior certifications in WAS, DB2 and DataPower. Our services team provides value added benefits to the installed base as they have decades of experience solving mission critical issues for IBM software end users. The installations are abundant in 30 years.

(Continuation of the prior question)		OnWire is an Advanced IBM Business Partner and has a direct contract with IBM to provide security consulting services - which include Installations, Integrations, Custom Development, Migrations, and Project Management - for Identity and Access Management (IAM), Threat Protection, and Intelligence solutions. As a small business, OnWire currently employs 18 full-time employees with skill levels ranging from entry, mid, senior and subject matter experts. Some of our employees, to include our Owner and CEO, have in the past worked directly for IBM developing and testing the products which are currently deployed with VITA. Our consultants are highly vetted and come with years of experience in the field supporting IBM products and services engagements.

Staffing Requirements	Y/N	Description
Will the staff that will be assigned to this contract have an understand of all the various licensing terms that IBM has like user based licensing, concurrent user, etc.? If so, please explain the various types that you are experienced in.	Y	Triad Technology Partners is a Premier IBM Business Partner and Authorized Reseller. We have deep knowledge regarding all types of IBM licensing. We work within the IBM licensing structure and matrix on a daily basis and are fluent in perpetual and SaaS based licensing terms including: authorized user, concurrent user, PVU, UVU, solution packs, expansion packs, reinstatement, and trade-up to name a few. We have worked with customers through the IBM audit process, subscription and support reinstatement process and annual reviews of what software is owned versus what licenses end users are actually consuming.
Will your solution have a dedicated account management team assigned to this contract? If so, please explain.	Y	Team Triad has a dedicated account management team which will be led by Jennifer Stevenson. She will work with the team as outlined in our Organizational Structure description on page 3-4 of Section 6 Supplier Profile. Jennifer bears the sole responsibility for this account and will facilitate conversations with Team Triad, work with our PMO Manager Kristin Mannina and our Manager of Renewal and Operations Gia Biagi to ensure that we exceed each customer's expectations on service and responsiveness. This group will work to ensure all interaction with Team Triad is transparent to the end user community and VITA.

What are the certifications that staff members have obtained that will be assigned to this contract if awarded. Please describe.	Y	Aikya staff are IBM Certified BIG DATA, SPSS, and Cognos deployment professionals. IDI has IBM Certified WebSphere, WebSphere MQ and IIB (Broker) personnel and are working to renew their DB2, WAS and Tivoli expertise. Triad consultants are IBM Certified Deployment Professionals for Maximo and CloudDesk. As an Advanced IBM Business Partner, OnWire has the ability to offer its resources a number of different certifications that will ultimately benefit the career development of its employee. For this reason, OnWire has developed an OnWire Certification Plan that encourages employees to pursue IBM (and other highly-recognized) certifications. It is recommended that OnWire employees take advantage of these opportunities – as it will help further enhance their knowledge of on-the-job processes while strengthening their skill sets. Examples of certifications held by current OnWire employees include: IBM technical certifications (such as IBM Certified Deployment Professional for ISAM V8.0, IBM Certified Deployment Professional for ISIM V6.0, etc.), CISSP, etc.
How often does your staff attending training/retraining? Please describe.	Y	Our team attends training at a minimum on an annual basis, however, we generally receive training every 6 months as new versions of software are released and we look to keep our team skills aligned with the most current versions and iterations of all applications supported by the solution. Each team member has training programs in place for their staff and augment that training with IBM courses and the wealth of information available on IBM DeveloperWorks and the IBM PartnerWorld websites. For example internally, OnWire holds quarterly All Hand Meetings with its employees to ensure that any concerns are addressed and that any new IBM Security brand updates are announced. OnWire has also developed an internal training program for employees of all experience levels to enhance their knowledge of on-the-job processes. OnWire leverages IBM's resources (whitepapers, webinars, datasheets, etc.) and IBM PartnerWorld accounts to further provide training materials to employees. While Triad conducts similar activities we also leverage the IBM Business Partner Technical Enablement that are available quarterly, as such Triad will be attending the IBM Analytics brand training in July 2015 that offers both technical and sales education for our team.

Do you have different levels of skilled professionals that would be assigned to this contract if awarded? If so, please provide those positions here. If possible, they should be the same titles as those listed in the Excel document "Appendix C Pricing" tab labeled "Labor Rate".	Y	Business Analyst - Analyst 1-5, ERP Analyst 1-5, ERP Database Administrator 1-5, ERP Developer 1-5, ERP Project Manager 1-3, Programmer 1-6, Mobile Specialist, Programmer 1-6, Programmer Analyst 1-6, Software Solutions Architect, Software Test Analyst 1-5, System Analyst 1-6, Technical Writer 1-3, Webmaster 1-2, Website Developer 1-2, Help Desk 1-3, Infrastructure Solutions Architect 1-5, System Administrator 1-3, Technical Support 1-3, Data Warehouse Architect 1-3, Database Administrator 1-5, Database Architect 1-4, IT Governance Analyst, IT Procurement Analyst, Business Continuity Planner, Business Process Reengineering, Enterprise Architect, IT Auditor 1-5, IT Strategist, IT Trainer, IT Security Analyst 1-3, IT Security Architect 1-2, Security Auditor, Project Coordinator, Project Lead 1-2, Project Manager 1-5, Network Administrator 1-3, Network Architect 1-3, Network Engineer 1-4, Architect/Lead WebSphere MQ, Architect Lead IIB (Broker), Program Manager, Security Architect, Security Consultant, Systems Management Consultant, Security Engineer 1-3.
Does your sales staff routinely visit current and prospective clients to keep them informed on current and emerging software products from IBM? If so, please explain.	Y	Our team routinely visit customers to share information regarding the latest software releases, solutions that have been recently acquired, upcoming webinars and training offerings, conferences, regional educational workshops. For example Triad targets a specific number of customers to visit each quarter and reviews current status of the customer's software deployment, available upgrades, upcoming educational opportunities, scheduled conferences and any lessons learned or feedback. Another example is OnWire is dedicated to keeping its current and future clients informed on new and emerging products from IBM. Currently, OnWire utilizes its company website (There is a page that displays the most recent datasheets for the IBM Security brand portfolio), social media (Twitter, LinkedIn, Facebook - to name a few), and internal slide decks (Developed by OnWire staff after attending several IBM training sessions) to keep its customers up-to-date on the latest upgrades to the IBM Security brand portfolio.

Will your solution be incorporating subcontractors or alliances? Please provide the details of your plan.	Y	Our solution brings together Team Triad: • Triad Technology Partners, IBM software reseller and IBM Analytics services delivery partner, • Aikya, IBM Data Management, Analytics, and Enterprise Data Governance services delivery partner, • SUSA, Cyber-Security, IT-Governance, Risk Management, Regulatory Compliance, and Security Management services delivery partner, • Information Design, Inc. (IDI), IBM WebSphere, DataPower, WAS and Tivoli services delivery partner • OnWire, IBM Security, Identity and Access Management, Threat Protection, Intelligence and Cloud services delivery partner. Triad will act as the prime contractor and Aikya, SYSUSA, IDI and OnWire will be subcontractors. Please reference the specific details regarding each partners role as it is provided in the Supplier Profile, Section B.1. Business.
Technical Requirements		
Does your firm offer pre-sales support such as trials, architecting, sizing, etc. If so, please describe.	Y	Each member of Team Triad offers pre-sales support in their requisite area of expertise. Triad will gladly facilitate any product demonstration or lead a product discussion around Enterprise Asset Management (Maximo), TRIRIGA, or CloudDesk. Aikya can lead product demonstrations for Big Data, Cognos and SPSS opportunities. IDI can lead product and technical discussions in any area surrounding WebSphere, WebSphere MQ and IIS. OnWire is known as an expert in the Identity and Access Management (IAM), Threat Protection, and Intelligence domain. For this reason, OnWire is often brought into opportunities to consult with Project Managers, CTOs, CISOs or other decisions makers regarding an organization's security landscape and make recommendations on how to best address their current needs and/or their security roadmap. OnWire can also lead initial product demonstrations, set-up test environments, and provide subject matter expertise on how to best architect and deliver security solutions tailored to meet each organizations need, no matter how large or small. SYSUSA will facilitate any discussions regarding risk assessment, governance, or 508c compliance.

Will your firm provide any additional services that would be an added value to the Commonwealth? Please describe and provide examples.	Y	**Passport Advantage Site Consolidation:** Triad will work with VITA to review their existing PPA site IDs and align your purchases with either the current line of businesses who use IBM Software or consolidate all purchases under one VITA ID. This could be that each state agency and locality has their own site id or another scenario where VITA determines how their software is allocated. Triad would evaluate and review the best method for annual subscription and support management as well as ease of determining ownership and chargebacks for individual customers. **Co-terming of License Expiration Dates:** The Triad team is well versed in co-terming IBM software licenses. This process allows for all software licenses to be co-termed to renew on the same dates annually. Gia Biagi and her team are incredibly knowledgeable in this area and will work to support VITA through future IBM software purchases to ensure that all subscription and support is due at the same time annually. **Annual License Quantity Review:** At least one (1) month prior to your annual subscription and support (renewal) period expiration date Triad will request all items for renewal from IBM and review for accuracy, part number changes, quantity adjustments due to usage change per customer, and part expiration and retirement. Triad will provide a report to VITA detailing any changes or modifications so that VITA is aware of any items that may impact their customers and lines of business prior to the expiration of maintenance.
(Continuation of the prior question)	Y	**License Allocation & Chargebacks:** Triad has worked with other customers, such as the US Department of the Interior who manages IBM Software licenses on behalf of their bureaus, to determine what software is owned by each individual entity. Triad has also worked with other customers to delineate licenses by different lines of business for our customers so that they may create chargebacks internally to invoice their LOBs for the cost of use of the software.
Training Requirements		

Do you offer onsite/offsite training on IBM software? If so, please describe.	Y	Team Triad members have offered onsite and offsite training on IBM Software. Triad has offered varying courses of IBM Maximo and IBM Mobile software both on and off site. OnWire has the ability to provide onsite/offsite training on the IBM Security brand portfolio if requested by VITA. Aikya has provided onsite and offsite customer training for Data Management. IDI has offered training in the area of WebSphere, MQ, and IIS.
Does your organization offer any free webinars that specifically deal with IBM software? If so, please describe.	Y	Triad has offered free webinars on IBM Mobility and IBM SaaS based models for deployment in the past year. We look to expand these offerings and leverage the entire Team Triad for planning future webinars. Our intent is to have one per month for the initial term of the contract and based upon the attendance and feedback we will adjust accordingly. Aikya has provided webinars for Data Management in the past and IDI has delivered webinars around WebSphere. Our Team's intention is to increase the number of webinars we offer and allow playback for those customers and prospects who are not able to attend the live session.
Does your organization offer and house an IBM certified Business Partner Innovation Center (BPIC) locally in the mid-Atlantic region? If so, please explain.	Y	Team Triad Partner OnWire is headquartered in Raleigh, NC, and has access to IBM's state of the art briefing and training center. Due to its close proximity to IBM's RTP location, OnWire can help coordinate access to these facilities and resources. OnWire has in past utilized these facilities to brief potential customers, close deals, conduct training seminars and meet directly with IBM sellers to discuss new capabilities and product releases.

Does your organization have the ability to provide in-person demonstration, briefing, and proof-of-concepts at your local BPIC? If so, please describe.	Y	Each member of Team Triad is an expert in their field of solution delivery and we have the ability to provide in person demonstrations for the functional areas of competency of this team, as well as, leveraging our vast relationships with the IBM software and sales representatives to pull in any IBM specific resources that might compliment our skillsets. We are never afraid to ask for help or additional resources that might benefit our customers. For example: OnWire is headquartered in Raleigh, NC, and has access to IBM training and briefing facilities. Due to its close proximity to IBM's RTP location, OnWire can help coordinate its clients access to IBM's facilities. Proof-of-concepts will be handled on a case by case basis and will be dependent on the technical requirements and needs of the solution. We will look for the best combination of our skills, available hardware and infrastructure as well as any software cost or IBM limitations in order to recommend the best path forward for a proof-of concept or conference room pilot.
Reporting Requirements		
Will your solution provide reports on request to users detailing products that have been placed in any of their locations? Please provide examples.	Y	Triad currently keeps a detailed accounting of what software is installed with all of our customer base and will continue to do so should we be awarded this contract. We track software purchased by customer, technical end user, IBM part number, quantity, subscription and support renewal date and any special terms or conditions with the sale of the software. Triad is prepared to offer this continued level of detail and service to any entity who would like this information. We are also amenable to tracking additional information should VITA or the customer have recommendations on other data points that would be helpful in assisting the end users.

Will your solution provide additional reports that would be an added value to the Commonwealth? Please describe and provide examples.	Y	As mentioned above Triad tracks software purchased by customer, technical end user, IBM part number, quantity, subscription and support renewal date and any special terms or conditions with the sale of the software. We also track renewal costs and part numbers for years past and would make any and all of this information available as needed by the customer. It is part of our strategy to provide renewal opportunities proactively to the end user, provide recommendations and be available to answer any questions about part changes, quantity reductions or newer version requirements.

General Requirements	Y/N	Description
Has your organization won any awards with regards to selling/servicing/supporting IBM software? If so, please describe.	Y	Triad was the #1 North American Maximo Partner (IBM Analytics) from 2010 - 2013. IDI has received multiple awards from both IBM and RedHat acknowledging their expertise and leadership in the middleware (WebSphere) business partners.
Has your organization won any contracts with other states/localities/universities for IBM software and Services? If so, please describe.	Y	Triad is the incumbent for the VITA IBM Software & Services contract. We are also a certified WOSB (Woman-owned Small Business) in the State of New York and have won contracts in that state (NYC Housing Authority). We have sold IBM software to many localities within the Commonwealth of Virginia including Loudoun County, Fauquier County Sheriff's Office, and City of Chesapeake. We also work with counties all over the country such as Salt Lake County in Utah. Our Partners have also won contracts with entities such as the Commonwealth of Virginia - DMV, Connecticut Dept. of Justice, NYC Transit Authority, and NJ Transit Authority to name a few.
Does your organization participate in any governmental conferences such as the DGS Forum, Virginia Association of Counties, etc.? If so, please describe.	Y	Triad Technology Partners participates in many governmental conferences. We were a Gold level sponsor of the Virginia Counties Conference (VACO) this year in Warm Springs, VA. Triad sponsored the Sunday football and refreshments, hosted a booth at the event and provided additional details regarding our contracts in a handout provided to all attendees in their registration materials. Triad participated in the following Higher Education Conferences in 2014: Bronze Sponsor at AACC (American Association of Community Colleges), Campus Technology Form, Silver Sponsor of the OHECC (Ohio Higher Education Computing Conference), and UBTech. SYSUSA has participated in VITA Conferences, SBSD, VASSCUP, and SWaMFest. OnWire attends and stays up-to-date with the latest industry specific Government conferences as it relates to Security. OnWire routinely attends RSA, Gartner, IBM InterConnect (this year OnWire sponsored a booth for our launch of OnCloud - Identity and Access Management in the Cloud) and other local military and small-business networking events. IDI also attended IBM InterConnect.

Does your company offer any type of electronic social communities (i.e. blogs, forums, etc.) where customers can ask questions, leave feedback, etc.? If so, please explain and provide examples.	Y	Triad has started to implement the use of a blog on our website, where our technical staff writes articles and entertains customer feedback and questions. This blog covers all solutions including IBM Software & Services. http://triadtechpartners.com/blog/triad-labs/ The IBM DeveloperWorks communities are a treasure trove of information and content. Our technical personnel have replied to customer questions, and participated in discussions. This is a very vast and diverse source of information for all IBM customers and technical resources. http://www.ibm.com/developerworks/
Will your solution provide product incentives, credits and or rebate programs? Please provide details.	Y	Yes, upon contract awarded we will be offering different incentives for new customers who utilize the contract. Each month we will offer different specials by brand of software and services offerings. For example we will offer a % off discount to any entity that purchases IBM WebSphere products or services for the month of September. We will market this through our eblasts and website content. Team Triad will offer discounts off the depth and breadth of our offerings each moth to entice new customers and reward existing customers who choose to expand or enhance their IBM Software and Services investment.

Will your Solution market and promote this contract to schools, universities, local and state agencies? Please provide marketing plan and examples of marketing tools.	Y	Triad is fully committed to continue to market our contract to the expanded network of entities who will be able to benefit from procuring IBM Software & Services. We will target the Higher Education, K-12, local entities and state agencies within the Commonwealth of Virginia as well as make our contract available to any outside state agency who may be able to qualify to purchase under this contract. Our plan will consist of the following elements: Conference Participation. Triad will continue to participate in the Virginia Counties Conference (VACO), Higher Education Conferences as we participated last year, and IBM InterConnect and IBM Insight. Triad will have collateral that identifies our contract vehicle, the offerings we provide and our contact information (see prior version of our handout at the bottom of this section). Webinars: Team Triad will host one webinar per month that will be sent via eblast to all contacts that we have in our database plus additional names of entities that we have acquired. Each month Triad or a member of our team will present an IBM solution overview for customers and end users. These recordings will be maintained and located on a new portion of our website that highlights our VITA contract and all IBM webinars, information, news and upcoming events. Datasheets for solution offerings: Triad will develop new and enhance our existing datasheets for IBM software and solutions to allow customers to have better visibility into the solutions our team can provide. We also utilize social media (Twitter, LinkedIn, etc.) to share details regarding upcoming conferences, webinars and planned events. As well as software releases and important IBM updates.
(Continuation of the Prior Question		Triad will also be leveraging the marketing resources of our Value Added Distributor (VAD) INGRAM MICRO. They provide access to the largest marketing firm in California to Triad for use with our customers, prospects and contracts.

Service Requirements	Y/N	Description
Will your Solution have a customer support program? Please describe your firm's ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.	Y	All of Team Triad's implementation services and solution delivery will have a component of the statement of work geared towards on-going and customers support. For all other straight software purchases we will work to support our customers within reason. All IBM related software defects, issues and bugs will need to be reported per IBM policy of using the PMR tool. As outlined in our marketing plan we intend to host information on our website, update customers through webinars, as well as email blasts and newsletters. Additionally IDI is focused on customer up-time. As such, IDI offers "Beyond Product Support" as an optional enhancement to the standard IBM Support and product maintenance. The enhanced version offered by IDI assists end user's with troubleshooting routine problems to complex anomalies that they might encounter with their application code which interfaces to the IBM products. In a majority of situations, the user may have limited knowledge of such products, but in-depth industry understanding, which may pose conflicts in their implementation strategy. The IDI Beyond Product Support contract offers the ability to help these individuals, giving them a technical extension to their own businesses, having new access to a knowledgeable MQ or Broker consultant who can identify the root cause of these issues and formulate a solution, provide documentation for the customer's records and provide the knowledge transfer to help them in the future. The contract is available in the time frame and response times retained and as a service of Team Triad.

Will your Solution have an in-house order tracking system that can be accessed 24 x7 by a user? Please provide details.	Y	Triad maintains an in house SaaS based order tracking system called NetSuite, this system tracks all of our customer orders and historical data. We will gladly offer this information at any time per individual customer request. At this point in time we do not offer a login to our customers of our internal systems. Triad will certainly evaluate our ability to provide access to our ordering systems to customers and determine if we can provide this service to our customers in 2016. However, since IBM is the software manufacturer all customers are able to see their software entitlements via the IBM Passport Advantage Online system. We will provide all customers step by step instructions on how to set up their PPA Online account and access their information by IBM ID. This information is available 24 x7 by a user.

When an Authorized User has an issue that requires on-site service visit, please describe your process for dispatching the technician and the timeframe surrounding these types of calls.	Y	There are two different contexts to answer this question. 1) When an authorized user of any IBM Software has an issue that requires on-site service and there is no implementation services, solution delivery or on-going or on-call support agreement in place we would put an agreement in place per the rates that are included in this proposal and troubleshoot via phone, screen share and email prior to making a decision to go on site to resolve the issue. Once it is determined that a consultant would need to travel on site to better troubleshoot and resolve the issue we would work with the on site team for scheduling. The timeframe is dependent upon the availability of the consultant to travel and on site access requirements. Typically within 48 hours we can be on site, understanding that any and all travel expenditures would be the responsibility of the requesting party. Please Note: As IBM is the software manufacturer they have the ultimate responsibility for resolving any code or testing based issues that are reported. We will always work with you to facilitate support calls and issue resolution. 2) Team Triad has completed a solution implementation or services delivery and there is an outstanding issue with our work. All Triad projects have post implementation support built into their framework and have hours that are included. Should there be an issue with our services that requires an on site participation we will work the issue in all manners that are available, screen share, phone, email, up until our technician arrives on site. The timeline is usually 24-48 hours to have someone physically on site if this is past our on site post

Does your solution provide the ability to track software license purchases? If so, please explain and provide examples.	Y	As we mentioned in our prior answer two questions above Triad uses NetSuite as its online ordering system. We have the ability to track all software license purchases by customer and provide that information back to the customer. For example if the DMV wanted to see all software licenses that they had purchased from Triad on our contract we could provide the part number, description, quantity, and original sale price. We could also provide information and the subscription and support renewals for DMV for any subsequent years after purchase.

Exhibit C

MASTER TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS FOR IBM PRODUCTS AND RELATED SERVICES

1. SCOPE AND UNDERSTANDING OF THE AGREEMENT

International Business Machines Corporation (hereinafter "Supplier" or "IBM") and Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia enter into this Master Agreement to establish a framework for, and the general terms applicable to, the provision of products and services by Supplier to Authorized Users under a Purchasing Vehicle.

Supplier, VITA or the Authorized User will not have any rights or obligations, including providing products and/or services, unless and until both Supplier and Authorized user sign a Purchasing Vehicle.

Supplier shall provide products and services under the terms set forth herein at the Supplier's facility and/or at Authorized User's location, as agreed to by the Supplier and the Authorized User.

Supplier provides software products under the terms of Supplier's standard commercial software license agreements (for example, IBM International Passport Advantage Agreement and IBM International Program License Agreement).

Supplier's resellers are authorized to make use of the Agreement by incorporating its terms by reference into a statement of work or similar transaction document between Authorized Users and such resellers or business partners. When such resellers or business partners make use of the terms of the Agreement, Authorized Users' sole and exclusive recourse shall be against the reseller or business partner that enters into the statement of work or transaction document with an Authorized User.

Any modification to the terms of this Master Agreement contained in a Purchasing Vehicle will be applicable only to such Purchasing Vehicle and will be effective for such Purchasing Vehicle only if such modification expressly references the applicable section of this Master Agreement which is to be modified.

Order of Precedence. If there is a conflict among the terms in this Master Agreement, a Purchasing Vehicle, or the attachments incorporated by reference within the Purchasing Vehicle:

(1) to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail; and

(2) to the extent subsection (1) does not apply, this Master Agreement will prevail over a conflicting term in a Purchasing Vehicle unless the Purchasing Vehicle expressly references and modifies the applicable section of this Master Agreement but only with respect to the specific products and/or services to be delivered in that Purchasing Vehicle. A Purchasing Vehicle agreed to by the Authorized User and IBM issued under this agreement may modify the Master Agreement terms but only as applicable to the product or service provided under that specific Purchasing Vehicle.

Supplier and VITA drafted and negotiated this Master Agreement jointly, and this Master Agreement will be construed neither against nor in favor of either, but rather in accordance with its fair meaning.

Definitions. As used in this Master Agreement:

A. "Acceptance of Services" means successful performance of the Services and Software at the location designated in the applicable Statement of Work, or

completed and successful Acceptance testing in conformance with the Requirements in the applicable requisition as determined by the Authorized User in the applicable Statement of Work. Acceptance of Software will be governed by the terms of IBM's applicable software license agreements.

B. "Authorized Users" means the end user of the products and services as identified in the applicable Purchasing Vehicle, and may include all public bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia and 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. The Purchasing Vehicle as defined below will be agreed between the Authorized User and the Supplier.

C. "Date of Installation" for IBM Machines means: (1) for machines for which IBM is responsible for installation, the business day after the day IBM installs the machine, or if the Authorized User defers installation, the day IBM has made the machine available for subsequent installation to the Authorized User; (2) for Customer Set-Up Machines other than System X Server and Workstation Products, the second business day after the machine's standard transit allowance; or (3) for System X Server and Workstation Products, the date the machine ships. For each Machine, IBM bears the risk of loss or damage up to the time it is delivered to the IBM-designated carrier for shipment to you or your designated location. Thereafter, the Authorized User assumes the risk. Each Machine will be covered by insurance, arranged and paid for by IBM for the Authorized User, covering the period until it is delivered to the Authorized User or the Authorized User's designated location. For any loss or damage, the Authorized User must (1) report the loss or damage in writing to IBM within 10 business days of delivery and (2) follow the applicable claim procedure. "Date of Installation" for software shall be as set forth in the applicable software license agreement.

D. "Deliverable" means the tangible embodiment of Services performed by the Supplier, including the development or creation of Work Product, performed or provided by Supplier as provided in the applicable Statement of Work.

E. "Licensed Internal Code" ("LIC") means Machine Code used by certain IBM Machines IBM specifies (called "Specific Machines").

F. "Machine Code" means microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, diagnostics, and any other code (all subject to any exclusions in the license provided with it) delivered with an IBM Machine for the purpose of enabling the Machine's function as stated in its Specifications.

G. "Materials" means literary works or other works of authorship (such as software programs and code, documentarian, reports, and similar works) that Supplier may deliver to Authorized User as part of the services performed under this Agreement. All such Materials shall be explicitly identified in any Purchasing Vehicle as deliverables under that Purchasing Vehicle, excluding, however, any Products that are provided under a Purchasing Vehicle as a deliverable but under their own license terms or agreements, such as commercial off the shelf software programs. Also included are incidental project materials and job aids not otherwise listed as a Deliverable from the Supplier to the Authorized User.

H. "Party" or "Parties" means Supplier and VITA, individually or collectively.

I. "Product" means any machine (hardware) or licensed software provided by Supplier. It does not include Services.

J. "Proof of Entitlement" (or "PoE") means evidence of the Licensee's Authorized Use. The PoE is also evidence of Licensee's eligibility for warranty, future update prices, if any, and potential special or promotional opportunities. If IBM does not provide the Licensee with a PoE, then IBM may accept as the PoE the original paid sales receipt or other sales record from the party (either IBM or its reseller) from whom the Program was obtained, provided that it specifies the Program name and authorized use obtained.

K. "Purchasing Vehicle" means an agreement between Supplier and an Authorized User which incorporates the terms of this Master Agreement by reference and describes in detail the products and services to be provided by Supplier to Authorized Users under such Purchasing Vehicle, including any associated attachments expressly referenced in and/or attached to the Purchasing Vehicle. A purchase order or Statement of Work may serve as a Purchasing Vehicle. This Master Agreement is not a Purchasing Vehicle.

L. "Services" means performance of a task, assistance, support, or access to resources (such as an information database) that IBM makes available to Authorized User. Service includes the discovery, creation, or development of Work Product, if any.

M. "Statement of Work" ("SOW") means any document in substantially the form of an Exhibit (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing Services to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract. A Statement of Work means any incorporated, attached or subsequent document to an order which, upon acceptance by the Supplier or Subcontractor in response thereto, shall be deemed a part of the Contract, and which describes the Deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier will be providing services.

2. TERM

The initial term of this Master Agreement will commence on the Effective Date and continue until October 1, 2019, or such earlier date upon which this Master Agreement may be terminated in accordance with its terms (the "Initial Term") and automatically renew for one (1) year periods (each, an "Extension Term") unless terminated by VITA upon at least 60 days notice before the expiration of the Initial Term or any Extension Term that it does not desire to renew this Master Agreement. The Initial Term together with all Extension terms hereinafter referred to as the "Term". Any terms which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees.

3. SUPPLIER PERSONNEL

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing services under this agreement are competent and knowledgeable of the contractual arrangements and any applicable orders. 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 site security, and personnel conduct rules communicated in writing to Supplier. Authorized User reserves the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom Authorized User believes in good faith has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

IBM and Authorized Users will each be responsible for the management, direction, control, supervision, and compensation of its own employees. IBM may choose to perform its responsibilities under the Purchasing Vehicle through its affiliates or subcontractors, provided that IBM will not be relieved of its obligations under the Purchasing Vehicle by the use of such affiliates or subcontractors.

Supplier is expected to provide continuity of each employee or consultant ("Employee") assigned pursuant to an order. If Authorized User requests an Employee's removal from an engagement, the Authorized User will provide IBM with a written notice and explanation for its request that IBM remove such Employee from providing services under the Purchasing Vehicle. Promptly after receiving such notice and explanation, IBM will investigate the matter and take appropriate action, which may include the removal of such Employee.

4. **CONFIDENTIAL INFORMATION**

IBM's and Authorized Users mutual objective under this Section is to provide appropriate protection for Confidential Information while maintaining IBM's and the Authorized Users ability to conduct their respective business activities. Confidential information means all proprietary data and content that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, hereinafter referred to as "Confidential Information." The term "Confidential Information" shall not include information that is:

i. in the public domain through no fault of receiving Parties 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 any order hereunder;
iii. already in the receiving Party's possession without an obligation of confidentiality;
iv. disclosed by the disclosing Party to another without obligation of confidentiality;
v. developed independently by the receiving Party without reference to the Confidential Information of the Commonwealth; or
vi. 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.

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

5. **TRAVEL EXPENSES**

The Authorized User shall be responsible for the pre-approved expenses of Supplier's consultants while on assignment. These may include travel, meals and accommodations. All expenses and requests for reimbursement shall be in accordance with the Virginia travel policies and regulations. Please refer to then-current Meals and Lodging Per Diem guidelines found at the following website: http://www.doa.virginia.gov/.

6. **INVOICING**

Supplier shall remit each invoice to the "bill-to" address provided with the eVA purchase order, promptly after all services have been accepted in writing. In no event shall an invoice be allowed prior to receipt of services, nor more often than monthly. If a

Purchasing Vehicle is received outside of eVA, the "bill-to" address should be reflected in the Purchasing Vehicle.

7. ORDERS

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.

This ordering authority is limited to issuing orders for the Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order or SOW from an Authorized User may contain additional terms and conditions if agreed by the parties; 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 or SOW 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 Non-procurement 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.

8. ADDITIONAL TERMS AND CONDITIONS

The contractual provisions provided in Attachment A (Mandatory Terms) are mandatory contractual provisions, required by law or by VITA, are hereby incorporated by reference.

9. WORK PRODUCT

A Purchasing Vehicle or related statement of work will specify Materials to be delivered to the Authorized User and identify them as "Type I Materials," "Type II Materials," or otherwise as both parties agree. If not specified, Materials will be considered Type II Materials.

Authorized User will own the copyright in Materials created as part of a Service that are identified as Type I Materials, and they will each constitute a "work made for hire" to the extent permissible under U.S. copyright law. If any such Materials are not works made for hire under applicable law, IBM assigns the ownership of copyrights in such Materials to Authorized User, who grants IBM and its suppliers an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on Type I Materials.

IBM or its suppliers will own the copyright in Materials created as part of a Services transaction that are identified as Type II Materials. IBM grants Authorized User an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Authorized User's Enterprise only) copies of Type II Materials.

IBM or its suppliers will retain ownership of the copyright in any of IBM's or its suppliers' works that pre-exist or were developed outside of this Agreement and any modifications or enhancements of them that may be made under this Agreement. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate license provided to Authorized User (e.g., the terms of the applicable software license), or otherwise as Type II Materials.

IBM and its subcontractors or suppliers may use in their business activities the ideas, concepts, and know-how abstracted from the information which is retained in the unaided memories of personnel who have had access to the Confidential Information under this Agreement. The foregoing does not permit intentional memorization of Confidential Information for the purpose of evading obligations contained in this Agreement.

IBM and Authorized User agree to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted under this item.

The terms in this section shall control unless otherwise agreed in a Purchasing Vehicle or related statement of work.

10. IMPORT/EXPORT

In addition to compliance by Supplier with all U.S. export laws and regulations, 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.

11. STATUTORY COMPLIANCE

The Parties will adhere to all applicable federal, state, and local laws, including export regulations and applicable Virginia statutory requirements, including the Virginia Public Procurement Act and the Virginia Public Records Act.

12. COMMONWEALTH EA ITRM POLICIES AND STANDARDS

Supplier will comply with Commonwealth enterprise architecture (EA) ITRM Policies and Standards at: http://www.vita.virginia.gov/library/default.aspx?id=537, as applicable to any order issued hereunder.

13. RETENTION REQUIREMENTS AND AUDIT RIGHTS

Supplier shall retain all records that relate to the services rendered or the amounts due Supplier for such services. The Commonwealth's right to audit such records shall be limited as follows:

i). Three (3) years from final payment;

ii). Audits to be performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii). Excludes access to Supplier cost information.

Notwithstanding any audit rights agreed to in writing between the Supplier and the Commonwealth, in no event shall Supplier have the right to audit the Commonwealth or one of its agencies, or require the Commonwealth or its agencies to be audited.

14. WARRANTY

A. Hardware Warranty

For each IBM Machine, IBM provides its standard commercial warranties in effect at the time such products are sold under an applicable Purchasing Vehicle.

B. Software Warranty

Software warranties shall be as set forth in the applicable software license agreement.

C. Services Warranty

Supplier warrants that it performs each Supplier service using reasonable care and skill and according to its current description (including any completion criteria) contained in a mutually agreed Purchasing Vehicle or related statement of work. Authorized User agrees to provide timely written notice of any failure to comply with this warranty so that Supplier can take corrective action.

C. Items Not Covered by Warranty

Supplier does not warrant uninterrupted or error-free operation of a product or service or that Supplier will correct all defects.

Unless otherwise specified in an attachment or Purchasing Vehicle, Supplier provides Materials, and non-Supplier products and services **WITHOUT WARRANTIES OF ANY KIND**. However, non-Supplier manufacturers, developers, suppliers, or publishers may provide their own warranties to Authorized User. Warranties, if any, for Other Supplier Programs and Non-Supplier Programs may be found in their license agreements.

D. In addition, Supplier provides the following warranties:

ii). Reserved

iii). Supplier's Viability

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

iv). Reserved

v). Performance

The documentation which Supplier is required to provide under any order shall meet the requirements agreed to by Supplier and Authorized User in the Purchasing Vehicle or in a related statement of work.

vi). Malicious Code

Supplier has used commercially reasonable efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services.

E. DISCLAIMER OF IMPLIED WARRANTIES AND OTHER WARRANTIES:

THESE WARRANTIES ARE VITA'S AND THE AUTHORIZED USER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. **LIMITATION ON LIABILITY**

There shall be no limit on Supplier's liability to the Commonwealth for breaches arising if the damages are based on bodily injury (including death), or damage to real property or tangible personal property.

Supplier's entire liability to the Commonwealth for all claims in the aggregate arising from or related to each product or service or otherwise arising under a Purchasing Vehicle shall be limited to actual direct damages up to the greater of $100,000 or two times the value of any order or SOW, (if recurring, 12 months' charges apply) for the

Product or Service that is the subject of the claim. This limit also applies to IBM's subcontractors and program developers. It is the maximum for which IBM and its subcontractors and program developers are collectively responsible per order or SOW.

Under no circumstances is Supplier, or its subcontractors or program developers, liable for any of the following, even if informed of their possibility: a) loss of, or damage to, data; b) special, incidental, or indirect damages or for any economic consequential damages; c) lost profits, business, revenue, goodwill, or anticipated savings; or d) any third party claims against VITA or Authorized Users except as described in the Indemnification section below.

16. INDEMNIFICATION

A. 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 any third party claims, damages and actions as a result of bodily injury (including death) or damages to real or personal property arising out of Supplier's performance related to this Agreement for which Supplier is legally liable, provided that such liability is not attributable to the negligence of the Commonwealth's Indemnified Parties to use the Products or Services in the manner already and permanently described by the Supplier for the materials, goods or equipment delivered.

B. PATENT & COPYRIGHT INDEMNITY

For purposes of this Section, the term "Product" includes Materials, Machine Code and Licensed Internal Code.

If a third party claims that a Product IBM provides to the Authorized User infringes that party's patent or copyright, IBM will indemnify the Authorized User, its officers, agents, and employees against liability, at IBM's expense and pay all costs, damages, and attorneys fees that a court finally awards or that are included in a settlement approved by IBM, provided that the Authorized User:

(1) Promptly notifies IBM in writing of the claim; and

(2) Gives IBM such opportunity as is offered by applicable laws, rules or regulations to participate in the defense thereof. The Authorized User shall make every effort to permit IBM to fully participate in the defense and/or in any settlement of such claim. However, IBM understands that such participation and any settlement will be under the control of the Virginia Attorney General's Office.

If such a claim is made or appears likely to be made, the Authorized User agrees to permit IBM to enable the Authorized User to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If IBM determines that none of these alternatives is reasonably available, the Authorized User agrees to return the Product to IBM on IBM's written request. IBM will then give the Authorized User a credit equal to:

(1) For a Machine, the Authorized User's net book value, provided the Authorized User has followed generally-accepted accounting principles.

(2) For a Program, the amount paid by the Authorized User or 12 months' charges

(whichever is less). If the Product is an IBM SaaS or subject to Fixed Term charges, up to twelve months' charges.

(3) For Materials, the amount the Authorized User paid IBM for the creation of the Materials.

This is subject to the Authorized User's right to require continued use of the Products pursuant to the provisions of 28USC1498. In the event of such continued use, the Authorized User shall notify IBM in writing of its election to continue use and agrees to undertake at the Authorized User's expense the defense of any action against the Authorized User and IBM shall have no further indemnification obligation; it being understood that IBM may participate at its expense in the defense of any such action if such claim is against IBM.

Claims for Which IBM is Not Responsible:

IBM has no obligation regarding any claim based on any of the following:

(1) The Authorized User's modification of a Product, or a Program's use in other than its Specified Operating Environment;

(2) Anything the Authorized User provides which is incorporated into a Product or IBM's compliance with any designs, specifications, or instructions provided by the Authorized User or by a third party on behalf of the Authorized User;

(3) The combination, operation, or use of a Product with other Products not provided by IBM as a system, or the combination, operation or use of a Product with any product, data , apparatus, or business method that IBM did not provide, or the distribution, operation or use of a Product for the benefit of a third party;

(4) Infringement by a non-IBM Product.

(5) Product's use other than in accordance with its applicable licenses and restrictions or use of a non-current version or release of a Product, when a claim could have been avoided or the risk of a claim reduced by using the current version or release;

(6) the distribution, operation, or use of the Product outside Authorized User's Enterprise or for the benefit of any third party; or

(7) Separately Licensed Code, if any, as identified in the LI for the Product.

The LI for the Product or other documents may permit the Authorized User to copy, modify, or redistribute all or portions of the Product without paying additional licensing fees to IBM. The indemnification obligation under this Patent and Copyright provision only applies to copies of the Product provided to the Authorized User by IBM and additional copies expressly authorized in a Proof of Entitlement. IBM has no obligation for claims relating to copies of the Product neither provided by IBM nor specifically authorized by a Proof of Entitlement, even if permitted by the LI for the Product or other documents.

These Patent and Copyright terms do not obligate in any manner any third-party supplier of code (including Separately Licensed Code) included with or part of the

Product.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF IBM WITH RESPECT TO INFRINGEMENT OF PATENTS OR COPYRIGHTS.

17. INSURANCE

In addition to the insurance coverage required by the Mandatory Terms, (see Attachment A), Supplier shall carry errors and omissions insurance coverage in the amount of $1,000,000 per occurrence.

18. TERMINATION

Authorized User may terminate a Purchasing Vehicle on written notice if the Supplier or Subcontractor does not meet its obligations concerning the Purchasing Vehicle or a related Statement of Work and fails to remedy any breach within a reasonable time. Supplier may terminate on written notice for Authorized User's failure to pay within a reasonable time, not to be less than 60 days from receipt of invoice. Authorized User may terminate a Statement of Work for convenience upon 60 days written notice. Upon termination, Supplier or Subcontractor will stop work in an orderly manner as soon as practical. If an SOW is terminated, Authorized User agrees to pay Supplier for all Services provided and any Products and Materials delivered through the project's termination and any charges Supplier incurs in terminating subcontracts, if any. If the Supplier should have a grievance against the Authorized User, resolution should be attempted via Section 18 (Dispute Resolution).

19. DISPUTE RESOLUTION

Contractual claims, whether for money or other relief, shall be submitted in writing to Authorized User 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 Authorized User 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. Authorized User 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 Authorized User on the claim, unless Authorized User fails to render its decision within thirty (30) days. The decision of Authorized User 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.

Supplier agrees to submit any and all contractual disputes arising from an order to VITA's non-binding alternative dispute resolution (ADR) procedures, if any. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by an Authorized User, 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.

20. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

(HIPAA)

21. **FOR ANY PURCHASING VEHICLE THAT REQUIRES HIPAA COMPLIANCE, SUPPLIER AND AUTHORIZED USER SHALL MUTUALLY EXECUTE A BUSINESS ASSOCIATE ADDENDUM (BAA) USING THE FORM PROVIDED AS ATTACHMENT B TO THIS MASTER AGREEMENT. IF SUPPLIER AND AUTHORIZED USER HAVE AN EXISTING BAA IN PLACE, SUPPLIER AND AUTHORIZED USER MAY AGREE TO REFERENCE THE EXISTING BAA IN LIEU OF EXECUTING A NEW BAA FOR EACH APPLICABLE PURCHASING VEHICLE.**

22. **GOVERNING LAW**
The terms of this Agreement 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 Agreement prevails when interpreting this Agreement. 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 Agreement only to the extent required by §59.1-501.15 of the Code of Virginia.

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

International Business Machines Corporation

By: _____
(Signature)

Name: ANDY HARMOND
(Print)

Title: CLIENT MANAGER

Date: 10/8/14

COMMONWEALTH OF VIRGINIA VIRGINIA INFORMATION TECHNOLOGIES AGENCY

By: Philip L. Pippert
(Signature)

Name: PHILIP L. PIPPERT
(Print)

Title: DIRECTOR, SCM

Date: 9/30/14

MASTER TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS
FOR IBM PRODUCTS AND RELATED SERVICES

ATTACHMENT A: MANDATORY TERMS

The contractual provisions provided below (Mandatory Terms) are mandatory contractual provisions, required by law or by VITA, are hereby incorporated by reference.

I. Statutorily Mandated Terms and Conditions

statutorilymandatedtsandcs.pdf

II. Contractual claims provision at §2.2-4363 of the Code of Virginia

Code of Virginia 2_2-4363.pdf

III. Required eVA provisions

evatsandcs.pdf

ATTACHMENT B: BUSINESS ASSOCIATE ADDENDUM

For any Purchasing Vehicle that requires HIPAA compliance, Supplier and Authorized User shall mutually execute a Business Associate Addendum using the form provided in this Attachment B. If Supplier and Authorized User have an existing BAA in place, Supplier and Authorized User may agree to reference the existing BAA in lieu of executing a new BAA for each applicable Purchasing Vehicle.

Business Associate Addendum.doc

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

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

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature: _____

Printed Name: Jennifer G. Stevenson

Organization: Triad Technology Partners, LLC

Date: 08/24/15

EXHIBIT E STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND TRIAD TECHNOLOGY PARTNERS

ISSUED UNDER

CONTRACT NUMBER VA-150826-TTP
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
TRIAD TECHNOLOGY PARTNERS

Exhibit E, between (Name of Agency/Institution) and Triad Technology Partners ("Supplier") is hereby incorporated into and made an integral part of Contract Number VA-150826-TTP ("Contract") between the Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia and Supplier.

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

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

STATEMENT OF WORK

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

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

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

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

3. PROJECT DEFINITIONS

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

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

4. PROJECT SCOPE

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

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

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

A. Authorized User-Specific Requirements

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

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

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

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

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

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

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

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer
(*Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.*

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

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

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

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed $US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

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

9. PROJECT DELIVERABLES

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

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

No.	Title	Due Date	Format Required (i.e., electronic/hard	Distribution Recipients	Review Complete	Final Due Date

			copy/CD/DVD		Due Date	
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

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

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

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	$30,000	$15,000	$15,000
	Project Plan	Execution+45 days			
	Implementation	Execution + 45			

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

11. EVENTS AND TASKS FOR EACH MILESTONE

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

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

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

12. ACCEPTANCE CRITERIA

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

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

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

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

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

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

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

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	

Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

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

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

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User's security requirements.)

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

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

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

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

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

- COV ITRM Policies and Standards: http://www.vita.virginia.gov/library/default.aspx?id=537
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINESRISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project

Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

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

D. Risk Management Strategy

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

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

E. Risk Management Plan

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

18. DISASTER RECOVERY

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

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

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

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

19. PERFORMANCE BOND

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

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

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

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

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

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

A. Weekly/Bi-weekly Status Update.

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

B. Supplier Performance Self-Assessment.

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

C. Performance Auditing

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

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will

escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(*Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.*

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

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

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

23. POINT OF CONTACT

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

Authorized User: _____

Supplier: _____

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

Supplier:	**Authorized User:**
_____	_____
(Name of Supplier)	(Name of Agency/Institution)
By: _____	By: _____
(Signature)	(Signature)

Name: _____
(Print)
Title: _____
Date: _____

Name: _____
(Print)
Title: _____
Date: _____

Exhibit F – Service Level Agreements (SLAs)

(To be effective 60 days following commencement of the Solution.)

Performance Standard	Measurement	Measurement period	% Level	Service Price	Remedy
Software Delivery - Electronic	Electronic Delivery available not longer than 7 days after receipt of order.	QTLY	90%	NA	NA
Software Delivery – Media	Software delivery including Media will be shipped not later than 21 days after receipt of order	QTLY	90%	NA	NA
Software Title Support	Standard IBM Subscription and Support will be provided for each product purchased or renewed. IBM support response SLAs are located in the IBM Support Handbook located at the below URL. http://www-304.ibm.com/support/customercare/sas/f/handbook/getsupport.html	NA	100%	NA	NA
Services Delivery SLA	SLAs for each Service offering will be included in the SOW describing the offering.	Per SOW	95%	PER SOW	PER SOW

Exhibit G

7. Small Business (SWaM) Procurement Plan

Triad's Small Business Procurement Plan is to create Team Triad to deliver IBM Software and Services to the Commonwealth of Virginia through this potential contract with VITA. Team Triad consists of five (5) small businesses, Triad Technology Partners, Aikya, SYSUSA, IDI and OnWire.

A detailed description of our approach to this relationship may be found in this proposal in section B.1 Business of the Supplier Profile. Each small business partner aligned with Team Triad will be involved in the subject matter areas where they have expertise as identified in Appendix B or where they can lend assistance to an end user. Our team is excited about the prospect of providing our deep industry expertise using *only* small business entities.

Appendix B - SWaM Procurement and Subcontracting Monthly Report and Small Business (SWaM) Procurement Plan

A. SWaM Procurement and Subcontracting Monthly Report

By the 10th day of every month, Supplier shall submit to VITA the Small, Woman, Minority-Owned Business (SWaM) Procurement and Subcontracting Monthly Report available at: http://www.vita.virginia.gov/scm/default.aspx?id=97

Supplier's report should include spend on all Supplier's contracts with second-tier small business suppliers which provide products or Service/Solution under this Contract. The report should specify the amount of such spend provided to SWaM vendors, by SWaM category, regardless of such SWaM vendors' certification status. Supplier shall submit the report to **SWaM@vita.virginia.gov**.

B. Small Business (SWaM) Procurement Plan

Per RFP Section 7, provide a Small Business (SWaM) Procurement Plan as set forth in the format below. If Supplier does not plan to use small business subcontractors in executing a contract resulting from this RFP, so state.

Small Business (SWaM) Procurement Plan

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the contract award date to participate in the SWAM program. Certification applications are available through DSBSD online at http://www.sbsd.virginia.gov/**.**

Offeror Name: Triad Technology Partners, LLC.

Preparer Name: Jennifer Stevenson **Date: June 18, 2015**

Instructions

A. If you are certified by the DSBSD as a small business or as a micro business, complete only Section A of this form. This shall not exclude DSBSD-certified women, minority or service-disabled veterans-owned businesses when they have received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form.

Section A

If your firm is certified by the DSBSD are you certified as a (**check all that apply**):

__X__ Small Business
__X__ Small and Women-owned Business
_____ Small and Minority-owned Business
_____ Small Service Disabled Veteran-owned Business
_____ Micro Business
_____ Micro Business and Women-owned Business
_____ Micro Business and Minority-owned Business
_____ Micro Service Disabled Veteran-owned Business

Certification Number: **691195**
Certification Date: **10-9-2014**

Section B
Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified micro businesses or women, minority or service disabled veteran-owned businesses when they have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Small Business Name & Address, DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M) Service-Disabled Veteran (D), Micro Business (MB)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Aikya, 11890 Sunrise Valley Drive, Reston, VA 20191. DMBE # 656944	(W), (M), & (MB)	Sudha Gummuluru, 240-997-5996, sgummuluru@aikya-inc.com	IBM implementation services for Business Analytics, DB2, Information Integration, Performance Management, Pure Data, Big Data, SPSS, InfoSphere, and Information Management.	All IBM software implementation services for Business Analytics, DB2, Information Integration, Performance Management, Pure Data, Big Data, SPSS, InfoSphere, and Information Management. 15%	$450,000.00
SYSUSA, 800 Corporate Drive, 3rd Floor, Stafford, VA, 22554, DMBE # 700224	(M) & (MB)	Muneer Baig, 888-797-8728, ext. 101, muneer.baig@sysusa.com	Implementation services for information security, governance, risk assessment, 508c compliance.	All IBM software implementation services for information security, governance, risk assessment, 508c compliance. 10%	$300,000.00

Information Design, Inc., 145 Durham Road, Suite 11, Madison, CT, 06443 DMBE # TBD	(W)	Nick Felicione, 732-919-0514, Nick.Felicione@idi-middleware.com	IBM implementation services for WebSphere, WebSphere MQ, IIB, DB2, Datapower, WAS, and Tivoli.	All IBM software implementation services for WebSphere, WebSphere MQ, IIB, DB2, Datapower, WAS, and Tivoli. 15%	$450,000.00
Onwire, 1201 Edwards Mill Road, Suite 120, Raleigh, NC, 27607, DMBE # 705788	(W) & (M)	Mandy Reutter, 919-714-7312, mandy@onwireco.com	IBM implementation services for IBM Security Systems, Identity Manager, Access Manager for Mobile, QRadar & AppScan	All IBM software implementation services for IBM Security Systems, Identity Manager, Access Manager for Mobile, QRadar & AppScan 15%	$450,000.00
Totals $				**55%**	**$1,650,000.00**

Please Note: **Triad has provided our best estimate on potential revenue allocation for the first three (3) years of the contract term. These estimates are subject to change based upon the needs of the business, available funding, and customer availability.**

EXHIBIT H

Listed below are the hyperlinks for the mandatory term documents referenced in the master IBM document (VA-141008-IBM) on page 12 and the Business Associate Addendum document referenced on page 13.

I) Statutorily Mandated Terms and Conditions

II) Contractual claims provision at §2.2-4363 of the Code of Virginia

III) Required eVA provisions

IV) Business Associate Addendum