



Commonwealth of Virginia
Virginia Information Technologies Agency

NEXT GENERATION SOFTWARE ANALYTICS

Optional Use Contract

Date: December 30, 2015

Contract #: VA-150915-DTG

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*. Also includes 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: Direct Technology
3009 Douglas Blvd
Suite 300
Roseville, CA 95661

FIN: 68-0368956

Contact Person: Tiffany Chambers
Phone: (916) 787-2227
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Pricing: Exhibit B

Term: September 15, 2015 – September 14, 2018

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

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

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

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



Information Technology Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

DirectApps, Inc. DBA Direct Technology

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INFORMATION TECHNOLOGY SOLUTION CONTRACT

THIS INFORMATION TECHNOLOGY Solution CONTRACT (“Contract”) is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (hereinafter referred to as “VITA”), and DirectApps, Inc. DBA Direct Technology (“Supplier”), a corporation headquartered at 3009 Douglas Blvd, Suite 300, Roseville, VA 95661 to be effective as of September 15, 2015 (“Effective Date”).

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Next generation software analytics to the Authorized Users. This includes next-generation analytics, supporting tools, the services needed to deploy and tune these tools, and training services. These tool sets include ECaTS (Emergency Call Tracking System) 911 Analytics.

2. DEFINITIONS

A. Acceptance

Successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable Statement of Work or order, including completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work or order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

Except for telecommunications contracts, means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Authorized Users shall include private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

D. Business Day/Hour

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable order or Statement of Work, excluding Commonwealth-designated holidays.

E. Component

Software or Deliverable delivered by Supplier under this Contract, including under all orders or Statements of Work.

F. Computer Virus

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

G. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either (i) is marked as being “Confidential” or “Proprietary”, (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party or (iv) is identifiable or should be reasonably considered as protected health information; (v) any personally identifiable information, including information about VITA’s employees, contractors, and customers, that is protected by statute or other applicable law.

H. Deliverable

The tangible embodiment of the work performed or Services, Maintenance Services, Licensed Services, Solution, Component, Software, plans, reports, data, Product, Supplier Product and Updates provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

I. (reserved)**J. Documentation**

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its Agents or Application Users to make productive use of the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, and to implement and develop self-sufficiency with regard to the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any Statement of Work or order issued hereunder.

K. Electronic Self-Help

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

L. Health Record

"Health record" means any written, printed or electronically recorded material maintained by a health care entity in the course of providing health services to an individual concerning the individual and the services provided. "Health record" also includes the substance of any communication made by an individual to a health care entity in confidence during or in connection with the provision of health services or information otherwise acquired by the health care entity about an individual in confidence and in connection with the provision of health services to the individual. (§ 32.1-127.1:03, Code of Virginia)

M. (reserved)**N. Maintenance Level**

The defined parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in this Contract or as defined in any Statement of Work or order issued hereunder. The actual Maintenance Level for a unit of Software or Product shall be set forth in the executed order or Statement of Work for Maintenance of that Software or Product referencing this Contract.

O. Maintenance Services (or "Maintenance" or "Software Maintenance")

If authorized by the Contract, means those services, preventive and remedial, provided or performed by Supplier under the Contract or for an Authorized User in order to ensure continued operation of the Software or Product, including Software Updates. Maintenance Services shall include support services. Software Maintenance Services may include the development of Work Product, if so authorized in the Contract.

P. Party

Supplier, VITA or any Authorized User.

Q. Protected Health Information

Protected health information means individually identifiable health information that is (i) transmitted in electronic media, (ii) maintained in electronic media, or (iii) transmitted or maintained in any other form or medium. Protected health information excludes individually identifiable health information in (a) education records covered by the Family Educational Rights

and Privacy Act (20 U.S.C. § 1232g); (b) records of any student who is 18 years of age or older, or is attending a postsecondary school, that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records may be personally reviewed by a physician or other appropriate professional of the student's choice; and (c) employment records held, in its role as employer, by a health plan, health care clearinghouse, or health care provider that transmits health information in electronic form. (§ 37.2-1032, Code of Virginia)

R. Receipt

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

S. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit A and/or the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

T. Services

Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including design, and development of software and modifications, software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable Statement of Work or order, as authorized by the Contract scope. As permitted by the scope of the Contract, may include the discovery, creation, or development of Work Product, if any. If Work Product is authorized, refer to definition for Work Product. This definition does not include Licensed Services.

U. Software

If Software is authorized under the Contract, means the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder as a component(s) of any Deliverable or Component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS (boxed) software, means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit B or as described on Supplier's US and International price lists in effect at time of Authorized User's placement of order or Statement of Work. For Software Maintenance contracts Software also includes the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder in the form of Software Updates.

V. Software Publisher

If Software is authorized under the Contract, means the licensor of the Software, other than Supplier, provided by Supplier under this Contract.

W. Solution

The Supplier's contractually committed technical approach for solving a technology business objective and associated Requirements as defined and authorized by the scope of the Contract or any order or Statement of Work issued under the Contract. Solution means all Supplier and Supplier's third-party providers' Components making up the Solution, including but not limited to Software, Product, configuration design, implementation, Supplier-developed interfaces, Services and Work Product.

X. Statement of Work (SOW)

The document template attached as Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment

that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, shall be deemed a part of the Contract.

Y. Supplier

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

Z. Update

As applicable, any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

AA. Work Product

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

3. TERM AND TERMINATION

A. Contract Term

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

B. Termination for Convenience

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

C. Termination for Breach or Default

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

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

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

D. Termination for Non-Appropriation of Funds

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

E. Effect of Termination

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

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

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Transition of Services

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

H. 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.

I. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, other required Small Business (SWaM) Procurement Plan compliance/variance and non-SWaM spend documentation as described in the Reporting section of this Contract, Sales Reports/IFA

Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

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

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier personnel. Neither VITA nor an Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

C. Key Personnel

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

D. Subcontractors

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

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier will (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the warranties set forth in this Contract.

5. NEW TECHNOLOGY

A. Access to New Technology

Supplier will bring to VITA's attention any new products or services within the scope of the Contract that it believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

B. New Service Offerings Not Available from Supplier

If new or replacement product or service offerings become available to VITA under the scope of the Contract, and cannot be competitively provided by the Supplier, VITA may purchase such new or replacement products or services from a third party, and Supplier will reasonably assist VITA to migrate to such products or services, if VITA elects to use such new or replacement product or service offerings.

If VITA elects to acquire new products or services as described in the above paragraph and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable per the Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

6. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education which is listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution.

A. License Grant

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

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

B. License Type

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

[option C3 – Site License]

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

[option C4 – Project Specific License]

The Project Specific License authorizes use of the Software on any CPU; system owned or opted by the Commonwealth or an Authorized User, and by any user, without limitation as to quantity or location for Project _____.

[option C5 – Enterprise Wide License]

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

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

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

7. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body. If Authorized User is a private institution of higher education which is listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that private institution.

A. Work Product

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

B. Ownership

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

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

C. Pre-existing Work

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

D. Return of Materials

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

8. GENERAL WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all needed requirements as described in Exhibit A as follows:

A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed services and products without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Reserved**C. Component Warranty**

For any Software or Deliverable ("Component"), the applicable warranty period shall be the period from written acceptance of the Component until final acceptance of the Solution, or as specified in the applicable order or SOW.

D. Interoperability Warranty

Supplier warrants that each Component, regardless of the origin of the Component, delivered under this Contract or pursuant to an order or SOW shall be interoperable with other Components so as to meet or exceed the performance specified in the Requirements and the applicable order or SOW.

E. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

- i. All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- ii. All contractual obligations pursuant to a particular Request for Proposal ("RFP") or Invitation for Bid ("IFB"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the RFP/IFB and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to its contractual obligations and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing its contractual obligations;

F. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

- i. The Solution or Software is pursuant to a particular Request for Proposal ("RFP") or Invitation for Bid ("IFB"), quote, or Request for Quote (RFQ), and therefore such Solution or Software shall be fit for the particular purposes specified by VITA in the RFP/IFB and in this Contract, and if applicable, by the Authorized User requesting such quote or issuing such RFQ. Further, Supplier is possessed of superior knowledge with respect to the Solution of Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Solution or Software;
- ii. If the RFP/IFB or RFQ specified or if Exhibit A or Supplier's quote specifies the hardware equipment an Authorized User shall use to run the Solution, then Supplier warrants the Solution, and any subsequent Solution Component Software release, is compatible with and shall perform well with such hardware equipment;

- iii. The Solution provided hereunder includes Component Software at the current release level unless an Authorized User specifies an older version in its order or SOW;
- iv. No corrections, work arounds or future Software or Solution Component Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Solution, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- v. Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand fully the Solution or Solution Component or to load/use/operate the Software without reference to any other materials or information.

G. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in any Solution, Solution Component, Deliverables, Product, Software, System Software, Update, Application and/or Licensed Service, as obligated and provided by Supplier under the order or SOW, at the time of delivery to the Authorized User. Supplier warrants that the Solution, Solution Components, Deliverables, Product, Software, System Software, Update, Application and/or Licensed Services, as obligated and provided by Supplier under the order or SOW does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Solution, Solution Components, Deliverables, Product, Software, System Software, Application and/or Licensed Service.

Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

H. Open Source

Supplier will notify all Authorized Users if the Solution, Solution Components, Deliverables, Product, Software, Updates, Application and/or Licensed Services, as obligated and provided by Supplier, contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract. All orders under this Contract will contain the following Open Source code; Debian LINUX OS (GPL license type), Mono (GPL license type).

I. 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.

J. Supplier's Past Experience

Supplier warrants that it has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

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.

9. DELIVERY AND INSTALLATION

A. Scheduling

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

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

B. Deployment of Solution

1. Supplier Deployment of Solution

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

Supplier agrees that failure to deploy the Solution in accordance with the delivery schedule in the applicable order or SOW shall constitute a material breach of this Contract resulting in damages to such Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to one percent (1%) of the total Solution fee, for each day after the scheduled deployment date that the Solution has not been deployed for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order or SOW and collect damages for each day of that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-deployment.

C. Documentation of Software Configuration

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

10. ACCEPTANCE

A. Software and Deliverable Acceptance Criteria

Software and Deliverables shall be deemed accepted when the Authorized User determines that such Software and Deliverables successfully operate in accordance with the Requirements and applicable order or SOW. At a minimum, Acceptance Criteria for Software and Deliverables, and for the Solution as a whole, shall ensure that all of the functionality described in the Requirements set forth in Exhibit A and required by the Authorized User in the applicable order or SOW has been delivered to the Authorized User. Acceptance of any one Deliverable shall not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. Supplier shall be responsible for ensuring that all Deliverables function properly within the Solution. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Solution, Supplier shall be responsible for all costs associated with such modification. Such Authorized User agrees to commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order or SOW, after receipt of the Software or Deliverable. Acceptance testing will be no longer than fifteen (15) days, or such other period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for

time and materials type orders or SOWs or for fixed price type orders or SOWs in which travel expenses were expressly excluded from the total price of the order or SOW. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>), or a successor URL(s)). If the Authorized User is a private institution chartered in Virginia and and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

B. Software and Deliverable Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software or Deliverable for re-testing within forty-five (45) days of receipt of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver Software or a Deliverable which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software or Deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software or Deliverable while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software or a Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided thereunder by Supplier.

C. Solution Acceptance Criteria

Solution shall be deemed accepted when the Authorized User determines that such Solution successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within five (5) days after deployment of the Solution. Acceptance testing will be completed within fifteen (15) days, or such other period as may be agreed in writing between Authorized User and Supplier, after deployment of the Solution. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses for time and materials type orders or SOWs or for fixed price type orders or SOWs in which travel expenses were expressly excluded from the total price of the order or SOW. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts <http://www.doa.virginia.gov>, or a successor URL(s)). If the Authorized User is a private institution chartered in Virginia and and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

D. Solution Cure Period

Supplier shall correct any non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Solution or Component products or Services for re-testing within forty-five (45) business days of receipt of written notice of non-conformance to Supplier, or as otherwise agreed between the Authorized User and Supplier. Should Supplier fail to deliver a Solution which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Solution in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Solution with an equitable adjustment in the price to account for such

deficiency; or (iii) conditionally accept the applicable Solution while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Solution to meet, in all material respects, the specifications and performance standards after the second set of acceptance tests shall constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Solution to be provided hereunder by Supplier.

11. MAINTENANCE

At any time during the Maintenance Period Supplier shall provide the following maintenance services (including unlimited telephonic support and all necessary travel and labor) to maintain the Solution in accordance with the Requirements. During the Maintenance Period, charges shall be in accordance with this Section and Exhibit B.

A. Known Defects

Promptly notify all Authorized Users in writing of any defects or malfunctions in the Solution or Documentation of which it learns from any source, correct any such defects or malfunctions or provide a work around until corrected, within forty-five (45) days of Supplier's knowledge of such defect or malfunction and provide all Authorized Users with corrected copies of same.

B. New Releases

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

C. Coverage

Twenty-four (24) hours per day, seven (7) days a week, provide to any Authorized Users access to help desk voice mail service. 8am to 5pm(Pacific), Monday through Friday, provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Solution.

D. Service Levels

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

- i) Priority 1 (system down) within six (6) hours;
- ii) Priority 2 (certain processing interrupted or malfunctioning but system able to process) within twenty four (24) hours;
- iii) Priority 3 (minor intermittent malfunctioning, system able to process data) within three (3) days.

Supplier will provide Authorized User with 48 hours notification for planned system downtime.

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

E. Software Evolution

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

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

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract,

and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

F. Escalation Procedures

Refer to Exhibit X, Attachment 1.

G. Remedies

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

H. Reserved

12. FEES, ORDERING AND PAYMENT PROCEDURE

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

B. Ordering

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

Supplier is required to accept any order, based on a mutually executed Statement of Work, placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov/>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

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

This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of 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; however, to the extent that the terms and conditions of the Authorized User's order or SOW 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 or SOW is to be funded, in whole or in part, by federal funds and if, at the time the order or SOW is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW 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.

C. Reserved

D. Reimbursement of Expenses

If allowable pursuant to an Authorized User's Statement of Work, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance in the Statement of Work and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>, or a successor URL(s)). Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

E. Demonstration and/or Evaluation

If the Supplier's contractual obligations include the provision of a Solution, an Application and Licensed Services, or Software-as-a-Service, at the request of any Authorized User, Supplier shall perform a demonstration of its Solution, or its Application and Licensed Services or Software-as-a Service at such Authorized User's location and at no charge.

If the Supplier's contractual obligations include the provision of Software, the Supplier shall make available to any Authorized User the Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

F. Statement of Work

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

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

G. 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 B line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining 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.

H. Invoice Procedures

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

- i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.
- ii. Line item description of the Deliverable(s), Product(s), Software, Hardware, Services, Solution and Solution Components, Maintenance Services, and/or Licensed Services, as applicable to this Contract, including components thereof or service type, and, if applicable, the project milestone.
- iii. Quantity, charge and extended pricing for each line item
- iv. Applicable order and/or SOW date
- v. This Contract number and the applicable order number and/or SOW number
- vi. Supplier's Federal Employer Identification Number (FEIN)

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

I. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW, or until after services have been rendered. Charges for Deliverables, components or services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

13. 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.

14. STATUS MEETINGS

The account team will be prepared to conduct monthly stewardship meetings with VITA to provide a broad review of all services, projects and ongoing operations. Supplier should also be prepared to conduct semi-annual meetings/presentations to discuss new products and services and their potential benefit to VITA.

15. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee include but are not be limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

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

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific SOW issued pursuant to this Contract.

16. RESERVED

17. 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 B.

B. 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.

18. AUTHORIZED USER SELF-SUFFICIENCY

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

Contract, for any of the Software or hardware Product, components or Solution Components delivered to Authorized User by Supplier.

19. COMPETITIVE PRICING

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

20. RESERVED

21. CONFIDENTIALITY

A. Treatment and Protection

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

B. Exclusions

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

- i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

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

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

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement.

Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

E. Health Insurance Portability and Accountability Act

Supplier agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, as applicable to the performance of this Contract or to any SOW or order issued hereunder. Supplier shall:

- i. Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this Contract or any SOW or order issued hereunder or as required by law;
- ii. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Contract or any SOW or order issued hereunder;
- iii. Report to VITA or Authorized User, as applicable, any use or disclosure of PHI not provided for by this Contract or the applicable SOW or order;
- iv. Mitigate, to the extent practicable, any harmful effect that is known to the Supplier of a use or disclosure of PHI by the Supplier or its employees, agents or subcontractors in violation of the requirements of this Contract or the applicable SOW or order;
- v. Impose the same requirements and restrictions contained in this provision on its employees, subcontractors and agents performing on this Contract or a SOW or order issued hereunder;
- vi. Provide access to PHI contained in its records to VITA or the requesting Authorized User, in the time and manner designated by VITA or the requesting Authorized User, or at the request of VITA or an Authorized User, to an individual in order to meet HIPAA access;
- vii. Make available PHI in its records to VITA or an Authorized User for amendment and incorporate any amendments to PHI in its records at VITA's or an Authorized User's request; (end of HIPAA additional language)

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted herein.

22. INDEMNIFICATION AND LIABILITY

A. Indemnification

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

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

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Supplier's performance, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement products and/or services or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service, in the event such Authorized User cannot use the affected Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, (vi) Supplier's security compliance obligations, and (vii) Supplier's data privacy and security obligations as specified under this Contract, Supplier's liability shall be limited to twice the aggregate value of the delivered and accepted Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, provided by Supplier to all Authorized Users under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

23. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

24. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at: (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract. Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

25. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

26. BANKRUPTCY

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

or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

27. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

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

B. Incorporated Contractual Provisions

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

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

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

C. Compliance with the Federal Lobbying Act

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

D. Governing Law

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

E. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the

work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

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

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

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

F. Advertising and Use of Proprietary Marks

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

G. Notices

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

- i. To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii. To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

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

H. No Waiver

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

I. Assignment

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

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

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

J. Captions

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

K. Severability

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

L. Survival

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

M. Force Majeure

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

N. Remedies

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

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit shall be limited as follows:

- i. Three (3) years from end date of the Contract;
- ii. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii. Excludes access to Supplier cost information. In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. Offers of Employment

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

Q. Contract Administration

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

R. Entire Contract

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

Exhibit A - Requirements

Exhibit B - Options List; Fees, Service Charges, and Payment Schedule

Exhibit C - Reserved

- Exhibit D - Statement of Work (SOW) Template
- Exhibit E - Change Order Template
- Exhibit F - Reserved
- Exhibit G - Certification Regarding Lobbying
- Exhibit X – Software as a Service addendum

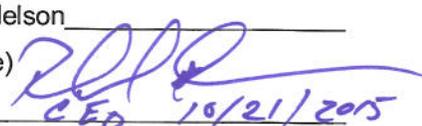
This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and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

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

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

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

Supplier

By: Rick Nelson
 (Signature) 
 Name: CEO 10/21/2015
 (Print)
 Title: _____
 Date: _____
 Address for Notice:
 3009 Douglas Blvd #300
 Roseville, CA
 95661
 Attention: Contracts

VITA

By: 
 (Signature)
 Name: Nelson P. Mae
 (Print)
 Title: CIO
 Date: 11-19-2015
 Address for Notice:
 11751 Meadowville Lane
 Chester, VA 23836
 Attention: Contract Administrator



**EXHIBIT A REQUIREMENTS
 CONTRACT NUMBER VA-150915-DTG
 BETWEEN
 VIRGINIA INFORMATION TECHNOLOGIES AGENCY
 AND
 DirectApps, Inc. DBA Direct Technology**

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-150915-DTG (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and DirectApps, Inc. DBA Direct Technology (“Supplier”).

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

A. Product Specifications & Standards

	Requirements	A	B
1	<p>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.</p> <p>If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.</p>	N	<p><i>At this time, ECaTS meets the majority of the requirements but does not meet every single one as outlined in the referenced documentation; as such ECaTS is not fully compliant with this requirement. Additionally the current ECaTS six month road map is not currently aligned with any missing requirement of this section, but said roadmap can be adjusted pending the requirements of the pilot or a complete implementation.</i></p>
2	<p>Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at http://www.vita.virginia.gov/oversight/default.aspx?id=10344</p> <p>If not, please explain.</p>	N	<p><i>At this time, ECaTS meets the majority of the requirements but does not meet every single one as outlined in the referenced documentation; as such ECaTS is not fully compliant with this requirement. Additionally the current ECaTS six month road map is not currently aligned with any missing requirement of this section, but said roadmap can be adjusted pending the requirements of the pilot or a complete implementation.</i></p>

3	<p>Does your solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:</p> <p>http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf (Refer to www.section508.gov and www.access-board.gov for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal: <i>(The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)).</i></p> <p>If no, does your solution provide alternate accessibility functionality? Please describe.</p>	F	<p><i>Wherein the platform screen readers do have an issue (missing alt tags, etc.) ECaTS will address the screen reader difficulty by adding appropriate markup to the web pages to ensure screen reader compliance.</i></p>
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B. General

	Requirements	A	B
1	<p>Selected vendors, if asked, will need to perform a selected vendor proposed pilot within one year of contract award. Does your Solution meet this requirement?</p>	Y	<p>ECaTS is prepared to deploy a limited pilot to a set of public safety answering points that are geographically related to maximize platform functionality and pilot effectiveness.</p>
2	<p>There will be no cost to the Commonwealth or the participating agencies for the use of tools or Supplier resources utilized during this evaluation and pilot(s). Does your Solution meet this requirement?</p>	Y	<p>ECaTS will furnish all equipment and systems needed for the pilot, the only expectation of ECaTS is the commonwealth will provide network connectivity both for the ECaTS sensors and the pilot participants which require internet access.</p>
3	<p>Vendors selected for pilots will need to work with any agency providing data to support that pilot to develop a mutually agreed upon document before a pilot can commence. That agreement needs to address exactly how the vendor intends to analyze any agency data and all of the controls and associated roles that will be applied to that data. Does your Solution meet this requirement?</p>	Y	<p>ECaTS will assign a team to perform the pilot and this team will work with all commonwealth participants to document and outline the success and exit criteria for the pilot.</p>

4	All applicable state and federal laws concerning the protection of this data must be complied with. Does your Solution meet this requirement?	Y	ECaTS will work with the commonwealth demonstrate that all data protection laws are followed and implemented.
5	All Commonwealth data utilized during pilots must remain at the hosting agency. No Commonwealth data is to be analyzed offsite, copied, transformed to obscure Commonwealth's ownership, or transmitted in any way without formal agency approval. Does your Solution meet this requirement?	Y	ECaTS will work with the commonwealth to achieve agency approval required for the transport and movement of secured data into the ECaTS cloud in order to utilize the ECaTS services. The minimal requirement for the ECaTS platform (and pilot) will be the ability to collect the source data and move it to the ECaTS analytics platform which resides in the ECaTS private data cloud located in Sacramento California.
6	Pilots are to be performed on dedicated devices (laptops) supplied by VITA or on vendor supplied appliances. Vendor provided appliances will need an approved plan (by VITA & participating agencies) for protecting and deleting Commonwealth data. Does your Solution meet this requirement?	Y	ECaTS will utilize our supplied equipment and supplies. The Commonwealth need only provide workstations for their users that consist of nothing more than a browser having internet access.
7	<ul style="list-style-type: none"> • VITA supplied laptops and vendor supplied appliances must be under full control of the pilot hosting agency for the duration of the pilot. Vendor will have no administrative rights to VITA supplied laptop. Agency or VITA staff will load any required software. • Pilot should be accomplished with the minimum amount of Commonwealth data as possible/practical • The agency may require that the analytic methods be demonstrated to agency staff by the vendor on agency provided test data and any analysis of actual agency data would only be performed by agency staff • Vendor access to agency data may require vendor staff to attend specific training provided by the agency. <p>Does your Solution meet these requirements?</p>	Y	ECaTS does not require any access to any VITA based appliance for analysis or pilot execution.
8	Suppliers will provide subject matter experts as need to support the pilots. Does your Solution meet this requirement?	Y	ECaTS employs a staff of Data Scientist, Statistician and Analysts, collectively known as the Data analyst group. Access to this group is a fundamental aspect of the ECaTS service is available throughout the pilot, as well as included as part of the overall ECaTS analytics service.

<p>9</p>	<p>Does your Solution safeguard sensitive data? If yes, explain how.</p>	<p>Y</p>	<p>For data transmission ECaTS uses a combination of zipped encryption of payloads which are transmitted over a secure SFTP connection using full 2048 bit encryption. Additional encryption can be used via VPN connectivity between source data end points and the ECaTS cloud system.</p> <p>The viewing, use and access of the solution occurs via a web browser using the highest level of SSL encryption currently available.</p> <p>Finally, strong access control lists are put in place to safeguard individual user access to data ensuring only those authorized are able to access only the data they need for their analysis.</p>
<p>10</p>	<p>Does your solution have mechanisms that will prevent one entity from viewing another entity's data if applicable if the toolset was deployed on a shared platform? If yes, explain how they work.</p>	<p>Y</p>	<p>The ECaTS system uses a custom Access Control List (ACL) system used to associate individual users with particular PSAP(s), data, and subsystem access (Ad-hoc, reports, raw, etc.). Authentication is provided through a username/password combination required at the web site. Users have the ability to update their passwords and changes are required on a configurable rotation setting. Once authenticated, the user authorization occurs through a use of roles and user groups to assign the user to a particular reporting group and control what types of reporting the user is able to access (for example hiding management reports from a non-management users).</p> <p>Each action done in the ECaTS platform is logged by the platform and an available Audit Module may also be added to the system (at an additional license cost) to record all standard, ad-hoc and raw data views done by a user. What follows is a description of the overall login and password management system of the ECaTS platform which can be done by the end users.</p>

11	Does your solution have the ability to extract data from multiple existing analytic tool sets (Cognos, SAS, Business Objects, MicroStrategy, Microsoft Analytics, etc.)? If so, please list.	Y	<p>The number and types of public safety equipment ECaTS integrates with is too large to list here, what follows below are some of the more populate platforms currently using the ECaTS MIS/Analytics platform</p> <p>CPE</p> <p>Intrado (all lines) Airbus (all lines) Zetron TCS Micro data Moducom Solacom</p> <p>CAD</p> <p>Tyler Technologies</p> <p>OTHER</p> <p>Verint WFM Agent 511 TCS and Intrado TCC entide Voice Recorder</p>
12	Supplier staff will submit to background checks conducted and paid for by the Commonwealth. Does your Solution meet this requirement?	Y	ECaTS staff will submit to background checks as required by the commonwealth.
13	Agencies may need expertise/resources in utilizing these next-generation analytics tools to address business needs. Role examples include: Data Scientists, Data Analysts, Data Hygienists, Data Explorers, Data Visualizers, Does your Solution have the ability to provide these types of resources? If so, what roles can you provide?	Y	<p>Data Analyst Data Visualizers Data Scientists DBA Programmers/Miners Trainers Subject Matter Experts</p>

c. Solution Information (by category)

SUPPLIERS NOTE: There are eight sub-sections to this RFP Section 5.C “Solution Information”. Suppliers do not need to respond to each of these sub-sections in order to be considered for award.

1. Business Intelligence – the set of techniques and tools for the transformation of raw data into meaningful and useful information for business analysis purposes. Common functions are querying, reporting, online analytical processing (OLAP), "alerts", dashboards, process mining, complex event processing, business performance management, benchmarking, data warehousing, data marts, etc. This also includes:

- a. Descriptive analytics - looks at past performance and understands that performance by mining historical data to look for the reasons behind past success or failure. Most management reporting - such as sales, marketing, operations, and finance - uses this type of post-mortem analysis.

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>The ECaTS analytics tool consists of data collection sensors and a web based suite of analytic tools for the purpose of understanding the health, status and performance of the entire 911 infrastructure. The components of the ECaTS analytics system include:</p> <ol style="list-style-type: none"> 1. Data collection sensors known as Remote Data Distribution Modules (RDDM) for the collection and transmission of data from a public safety answering point (PSAP) 2. i3 Logger for Next Generation data gathering of IP based ESINet events <ul style="list-style-type: none"> Includes the required NENA web services for retrieval of log data. 3. Data normalization systems that distill all incoming data and stores it in the ECaTS analytics engine for processing and reporting. 4. ECaTS Web Portal – the primary interface to accessing ECaTS analytics and reports. <ul style="list-style-type: none"> Standard preconfigured reports Management Reports Schedule report interface Ad-Hoc reporting interface Advanced Query reporting interface Dashboard interface SMS Analytics ESINet Event Analytics 5. ECaTS service Bus supporting both REST and SOAP for machine-to-machine integration of data analytic feeds (ex: display of answer times on a county web page)

			<p>6. ECaTS Dashboard for real-time monitoring of various data feeds and analytics</p> <p>7. ECaTS Data Requests – a personal data analyst/scientist assigned to every customer to assist with data requests and analytics needs that require a personal understanding of the special request.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	<p>As a cloud based system the only requirement for access to ECaTS is an HTML 5 compliant browser such as Chrome, Safari, Internet Explorer and Firefox.</p> <p>For using various output formats that ECaTS support additional third party applications are required such as a PDF and spreadsheet application.</p>
3	Explain licensing options for the tools you have included in this category	n/a	<p>The ECaTS analytics system is offered as a complete software as a service (SaaS) package. Multiple licensing options are available depending on the products and services that are required of the ECaTS platform. Licenses are available for the following systems:</p> <ol style="list-style-type: none"> 1. ECaTS Main Analytics System (Primary reporting and portal system) 2. Text-To-9-1-1 Reporting which received data directly from Text Control Centers (TCC) 3. i3 Logging and ESINet reporting 4. Real-Time Dashboard monitoring and alerting system. 5. Integration Service Bus
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.	Y	The ECaTS system was designed to be used by multiple users with various access and permission levels. The system can be

			<p>configured to enable any level of access including various level of collaboration and comparative configurations. Among the tools available are the sharing of analytics templates between users to enable shared reporting based on shared templates and configurations.</p> <p>Availability is provided using a web portal which is available via a secure URL that enables access to the system from any browser based interface, further increasing the reach and shared experience possible by enabling users to share analytics and reporting results from any browser.</p>
5	Do you provide training on your solution? If yes, please explain the options.	Y	<p>ECaTS provides on-site training following install/reporting go-live. The training is led by a primary point of contact for all customer service needs. This allows each user to interact face to face with their dedicated customer service provider. These on-site trainings are typically regional, or other arrangements can be made depending on specific customer needs.</p> <p>In addition, ECaTS offers unlimited webinar training based on customer convenience. Webinar trainings are available for new employees, as a refresher, or to address a particular need.</p> <p>Training documents are also available, detailing individual sections of ECaTS with step-by-step directions, as well as comprehensive training manuals that cover each section of the portal and each report.</p>
6	Do you provide installation (including configuration) services for these tool components above?	Y	<p>Yes, ECaTS provides professional field engineering and network teams to work with each PSAP that needs data collection and analytics. ECaTS will facilitate the process for the establishment of network connectivity with the PSAP (network supplied by PSAP/Customer) and once established the field team will</p>

			make a site visit to deploy the hardware, connect to the equipment that is providing data and connect to the network.
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)	Y	<p>Upon ECaTS deployment, as soon as data is captured, the ECaTS Data team begins to examine the data. First, the ECaTS team will check for any missing configurations or expected components of the raw data feed.</p> <p>If the data format received is previously unknown to ECaTS, the ECaTS software team will build a parser to read and parse each data component.</p> <p>After confirming all data points are present, the team will begin the System Acceptance process. This involves comparing the raw data to the report output generated by the ECaTS system and ensuring accurate parsing of the data received. This is a manual process conducted over a 72 hour period. If there are any discrepancies, these are addressed (with the equipment vendor or internally, depending on origin). After any necessary updates are made, the data then undergoes another round of System Acceptance.</p> <p>The data is not considered live for reporting purposes until the System Acceptance process has been completed.</p> <p>Once the initial configuration and System Acceptance process is complete, if additional changes are needed, the customer can contact the ECaTS customer service team for support</p>

<p>8</p>	<p>For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.</p>	<p>n/a</p>	<p>Utah Grant Proposal System</p> <p>The State of Utah requires that their PSAPs submit Grant Applications to receive grants.</p> <p>These grant applications request specific data points from each PSAP.</p> <p>To ease the completion of these grant applications, the State of Utah contracted ECaTS to develop a one-click Grant Application Package report.</p> <p>This PDF report requires just one click from the user to produce all data needed by the State.</p> <p>This includes information on Call Volume, Average Number of Calls Per Day, Call Counts by Station, Call Counts by Trunk/Line, and Circuit Utilization.</p> <p>Upon standard ECaTS deployment at Austin County Sheriff, TX, additional services were contracted from ECaTS to provide integrated reporting across their CAD and CPE systems.</p> <p>Upon obtaining a data feed from both sources, parsers were built to read the CAD data and marry it to call handling data.</p> <p>This level of reporting allows Austin County to look at the answer times and overall process times from initial trunk seizure to actual dispatch.</p> <p>This data is broken out by individual agency (fire, EMS, etc.) and is accessible from a countywide as well as individual agency level.</p> <p>Testimonials: Alicia Fuller</p>
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		<p>State 9-1-1 Program Manager Utah Department of Public Safety 4501 South 2700 West Salt Lake City, UT 84129 V: 801.857.5825 Fax: 801.965.3859 http://publicsafety.utah.gov/e911/</p> <p>The ECaTS system allows all PSAPs in the State, as well as the State 9-1-1 Committee access to a variety of management-centric data concerning all aspects of public safety communications administrative and emergency call processing. The state decided to adopt ECaTS because of its multi-functional capabilities and providing decision makers with the data necessary to maximize our emergency call processing capabilities on an individual PSAP or on an aggregated state-wide basis. It is user friendly, intuitive, and is considered "golden" in this state for its many features.</p> <p>Chasity Ledford Police Services Supervisor Walnut Creek Police Department Office: 925-256-3567 Business: 925-943-5844 Fax: 925-943-5811</p> <p>It is really easy to use, the different types of reports you can create are great and the customer service is always very responsive and helpful. What specific feature in ECaTS do you find the most useful?</p> <p>The statistical reports,</p>
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			depending on what information I may need for my Chief, or other City Command, I am able to pull it with ease from ECaTS.
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2. Predictive and Prescriptive analytics

- a. Predictive analytics - the three basic cornerstones of predictive analytics are: Predictive modeling; Decision analysis and Optimization; Transaction profiling. Predictive analytics answers the question what will happen. This is when historical performance data is combined with rules, algorithms, and occasionally external data to determine the probable future outcome of an event or the likelihood of a situation occurring.
- b. Prescriptive analytics - ingests hybrid data, a combination of structured (numbers, categories) and unstructured data (videos, images, sounds, texts), and business rules to predict what lies ahead and to prescribe how to take advantage of this predicted future without compromising other priorities.

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>The components of ECaTS that provide predictive analytics are found in the main reporting engine for both standard and management reports, the advanced and standard ad-hoc interfaces, and access to the data scientist group included in the service.</p> <p>The analytics afforded by the system can combine any data sources that are collected by the RDDM and using data in the system and the applied filters interface various analysis actions can be taken such as: examination of trunk utilization, analysis of cellular sectors for appropriate routing, analysis of transfer activity and routing, understanding of call handling activities and the effectiveness of current scheduling, just to name a few.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	See Section 1

3	Explain licensing options for the tools you have included in this category	n/a	See Section 1
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		See Section 1
5	Do you provide training on your solution? If yes, please explain the options.		See Section 1
6	Do you provide installation (including configuration) services for these tool components above?		See Section 1
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		See Section 1
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	<p>Trunk Utilization and Call Loads</p> <p>Summary of Call Loads can be addressed in multiple ways. The first is call volume. Call volume can be addressed through the Event Summary report as detailed above. In addition, call loads can be reported on in terms of the PSAP's ability handle a certain number of incoming or active calls at any given time. The 'Utilization Report' provides data on the percentage of time in a given data range that multiple trunks are in simultaneous use. This provides information as to whether the PSAP continually has ability to handle incoming calls (particularly in a high volume situation), or if the PSAP encounters times where no incoming calls will be accepted because it is out of trunk capacity. Conversely this reporting summary can also be used to isolate over trunked situation by showing total capacity and overall available trunks at peak time which in turn can be used to determine if the PSAP is over trunked and could realize a cost saving (with no reduction in volume or answer time metrics) by reducing overall Trunking to the PSAP.</p> <p>Utilization Report Example:</p>

		<table border="1" data-bbox="1019 201 1446 296"> <thead> <tr> <th>Group Name</th> <th>Trunks Busy</th> <th>Busy</th> </tr> </thead> <tbody> <tr> <td>911 GROUP</td> <td>1</td> <td>0.538233 %</td> </tr> <tr> <td></td> <td>2</td> <td>0.000270 %</td> </tr> <tr> <td colspan="3">Total SIP Trunks: 2</td> </tr> </tbody> </table> <p data-bbox="1013 367 1390 426">Call Handling and processing improvement</p> <p data-bbox="1013 445 1422 504">PSAP Answer Time and Call Taker Ring Time Exception Reports</p> <p data-bbox="1013 522 1442 846">This report provides a clear scorecard of PSAP answering performance while clearly isolating those PSAPs that meet the National Emergency Number Association (NENA) 90/10 rule – 90 percent of the calls should be answered by each PSAP in 10 seconds or less.</p> <p data-bbox="1013 858 1328 888">PSAP Answer Time Report</p> <p data-bbox="1013 890 1442 1470">A statement of the number of calls that were answered in 10 seconds or less, 15 seconds or less, 20 seconds or less, 40 seconds or less, and other answer times for each hour of the selected time frame. The summary information includes the number of calls in each answer time category and the percentage for each category. Answer time is computed between call seizure and call-taker answer times (addresses current NENA and NFPA Answer Time standards).</p> <p data-bbox="1013 1524 1369 1554">Shift Reporting and Staffing</p> <p data-bbox="1013 1575 1433 1822">Time Block – Allows the user to select specific time ranges on Preconfigured Reports. This facilitates the selection of both daytime and overnight shifts, in increments of 15, 30 or 60 minutes.</p>	Group Name	Trunks Busy	Busy	911 GROUP	1	0.538233 %		2	0.000270 %	Total SIP Trunks: 2		
Group Name	Trunks Busy	Busy												
911 GROUP	1	0.538233 %												
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		 <p>Time Grouping – Allows user to report on increments of 15, 30 or 60 minutes. Particularly in the instance of a call storm, the ability to drill down into smaller increments of time can prove valuable.</p>
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3. Statistical analysis and Simulation

- a. Statistical programming - traditional analysis of variance and linear regression to exact methods and statistical visualization techniques, statistical programming is essential for making data-based decisions in every field
- b. Econometrics - modeling, forecasting and simulating business processes for improved strategic and tactical planning. This method applies statistics to economics to forecast future trends
- c. Operations research - identifies the actions that will produce the best results - based on many possible options and outcomes. Scheduling, simulation, and related modeling processes are used to optimize business processes and management challenges
- d. Matrix programming - powerful computer techniques for implementing your own statistical methods and exploratory data analysis using row operation algorithms
- e. Statistical visualization - fast, interactive statistical analysis and exploratory capabilities in a visual interface can be used to understand data and build models
- f. Statistical quality improvement - mathematical approach to reviewing the quality and safety characteristics for all aspects of production.
- g. High-performance statistics - in-memory infrastructures and parallel processing can fit predictive models faster, perform more modeling iterations and use complex techniques for faster results
- h. Simulation - tools that allow users to simulate and observe an operation without actually performing that operation

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>The ECaTS Reporting, Ad-hoc and Data Scientist service all combine to offer statistical analysis and simulation.</p> <p>The portal system provides visualization of all standard and management reports which can be set by the user before running any analysis.</p> <p>Filters with flexible criteria are provided for each type of reporting analytic that is required. An intelligent filter system recognizes</p>

			the type of analytics being requested and surfaces filter interfaces relevant for the analysis being performed.
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	See Section 1
3	Explain licensing options for the tools you have included in this category	n/a	See Section 1
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		See Section 1
5	Do you provide training on your solution? If yes, please explain the options.		See Section 1
6	Do you provide installation (including configuration) services for these tool components above?		See Section 1
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		See Section 1
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	<p>ALI BID/Rebid Summary Report</p> <p>When ECaTS is able to obtain data from the ALI CAD Feed, it is possible to see ALI change over the life of the call. The Class of Service ALI Change Summary Report, is a report that traces the ALI in a call from the time the call is presented to the call taker to the receipt of the final ALI. The purpose of this report is to show for each call: the starting and final ALI values, the number of bids between the starting and final ALI values (if any), and the provider responsible for the ALI data. In addition, the position/console/station number is captured to assist in assigning the call to the appropriate operator.</p> <p>From this analytic report it is possible to understand the average time for a call to shift between phase 1 and phase 2 as well as to ascertain the frequency of phase 2 initial ALI bids.</p>

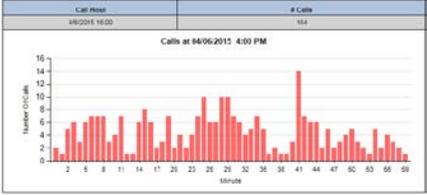
		<div data-bbox="1015 235 1427 363" style="border: 1px solid black; padding: 5px;"> <p>Class of Service ALI Change Summary</p> <p>Multiple ALI Dip 1430 Blue Oaks</p> <p>Month - Year: July 2013 Agency Affiliation: Emergency Communications</p> <p>Report Date: 05/07/2013 18:56:53 Report Date From: 07/01/2013 00:00:00 Report Date To: 07/01/2013 23:59:59 Call Type: All Abandoned Only: No Agency Affiliation: All</p> </div> <div data-bbox="1015 373 1279 483" style="border: 1px solid black; margin-top: 5px;"> <table border="1"> <thead> <tr> <th>Call Session</th> <th>Center</th> <th>Call Start</th> <th>Call End</th> <th>Total Risk</th> <th>Service Station</th> </tr> </thead> <tbody> <tr> <td>7/1/2013 12:15:48 AM</td> <td>PLAT</td> <td>09P2</td> <td>09P2</td> <td>0</td> <td></td> </tr> <tr> <td>7/1/2013 12:15:59 AM</td> <td>SDM</td> <td>09P1</td> <td>09P1</td> <td>4</td> <td></td> </tr> <tr> <td>7/1/2013 12:16:07 AM</td> <td>ARTMO</td> <td>09P1</td> <td>09P2</td> <td>0</td> <td></td> </tr> <tr> <td>7/1/2013 12:16:28 AM</td> <td>ARTMO</td> <td>09P1</td> <td>09P1</td> <td>0</td> <td></td> </tr> <tr> <td>7/1/2013 12:21:05 AM</td> <td>PLAT</td> <td>09P1</td> <td>09P1</td> <td>4</td> <td></td> </tr> <tr> <td>7/1/2013 12:21:08 AM</td> <td>ARTMO</td> <td>09P1</td> <td>09P2</td> <td>0</td> <td></td> </tr> <tr> <td>7/1/2013 12:21:19 AM</td> <td>SDM</td> <td>09P1</td> <td>09P2</td> <td>4</td> <td></td> </tr> </tbody> </table> </div> <p data-bbox="1015 535 1388 630">Dynamic Class of Service (Separating good Classes from errors)</p> <p data-bbox="1015 640 1437 1165">The Dynamic Class of Service report will show all possible classes of service that have ever been encountered in the CDR feed. Due to this functionality, each Dynamic Class of Service report may vary by PSAP. The Dynamic Class of Service Report will display zeroes if that class of service has been encountered in the past, but did not receive counts for the selected date range. The classes of service included in the dynamic report will be ordered alphabetically. The Dynamic Class of Service report includes only calls with a 911 call type.</p> <p data-bbox="1015 1207 1453 1606">Note: If multiple PSAPs or a PSAP group is selected on the PSAP Report Parameters page, a separate report will be created for each PSAP. If a user selects the "Group all PSAPs into one summary report", one report will be created for all PSAPs selected. Grouping PSAPs into one summary report will result in a blended Dynamic Class of Service report using all classes of service received at all selected PSAPs.</p>	Call Session	Center	Call Start	Call End	Total Risk	Service Station	7/1/2013 12:15:48 AM	PLAT	09P2	09P2	0		7/1/2013 12:15:59 AM	SDM	09P1	09P1	4		7/1/2013 12:16:07 AM	ARTMO	09P1	09P2	0		7/1/2013 12:16:28 AM	ARTMO	09P1	09P1	0		7/1/2013 12:21:05 AM	PLAT	09P1	09P1	4		7/1/2013 12:21:08 AM	ARTMO	09P1	09P2	0		7/1/2013 12:21:19 AM	SDM	09P1	09P2	4	
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		<div style="border: 1px solid black; padding: 5px;"> <p>Dynamic Class of Service</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">PSAP 1</td> <td style="width: 40%;">Report Date: 11/11/2013 23:30:32</td> </tr> <tr> <td>Address:</td> <td>Report Date From: 11/05/2013 00:00:00</td> </tr> <tr> <td>City, County, Zip Code:</td> <td>Report Date To: 11/05/2013 23:30:31</td> </tr> <tr> <td></td> <td>Call Type: 911 Calls</td> </tr> <tr> <td>Month - Year: November 2013</td> <td>Call Type: All</td> </tr> <tr> <td>Agency Affiliation: Emergency Communications</td> <td>Agency Affiliation: All</td> </tr> <tr> <td></td> <td>Up Time: 100%</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Class</th> <th colspan="2">Prop</th> </tr> <tr> <th>Call Count</th> <th>%</th> </tr> </thead> <tbody> <tr><td>BLDn</td><td>7</td><td>11.51 %</td></tr> <tr><td>2016</td><td>4</td><td>6.09 %</td></tr> <tr><td>No Calls of Service</td><td>7</td><td>11.51 %</td></tr> <tr><td>911-2</td><td>4</td><td>6.09 %</td></tr> <tr><td>911-3</td><td>13</td><td>20.62 %</td></tr> <tr><td>Approved 911</td><td>4</td><td>6.09 %</td></tr> <tr><td>LOP</td><td>4</td><td>6.09 %</td></tr> <tr><td>911-1</td><td>16</td><td>24.69 %</td></tr> <tr><td>911-2</td><td>20</td><td>30.76 %</td></tr> <tr><td>TOTAL</td><td>60</td><td></td></tr> </tbody> </table> </div>	PSAP 1	Report Date: 11/11/2013 23:30:32	Address:	Report Date From: 11/05/2013 00:00:00	City, County, Zip Code:	Report Date To: 11/05/2013 23:30:31		Call Type: 911 Calls	Month - Year: November 2013	Call Type: All	Agency Affiliation: Emergency Communications	Agency Affiliation: All		Up Time: 100%	Class	Prop		Call Count	%	BLDn	7	11.51 %	2016	4	6.09 %	No Calls of Service	7	11.51 %	911-2	4	6.09 %	911-3	13	20.62 %	Approved 911	4	6.09 %	LOP	4	6.09 %	911-1	16	24.69 %	911-2	20	30.76 %	TOTAL	60	
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4. Data Visualization - pictorial representation of data that may take the form of an animation, a cloud, a map, a chart, or a simple picture. This also includes: infographics, dials and gauges, geographic maps, sparklines, heat maps, and detailed bar, pie and fever charts. The images may include interactive capabilities, enabling users to manipulate them or drill into the data for querying and analysis.

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>Data visualization is offered throughout the platform and is integrated into all interfaces and analytic systems (with the exception of the machine-to-machine interfaces)</p> <p>Every standard and management report provide multiple visualization options for the data which provides for visualization options appropriate for the audience the analysis are being provided for.</p> <p>Detailed maps and activity visualizations are possible rhgouth the ECaTS dashboard system which offers comprehensive visualizations of the activity of the 911 system and other metrics pertinent to the state of Virginia.</p> <p>Finally, the ECaTS wireless analysis system provides details visualization and plotting of wireless calls and cell sectors for details analysis of routing rules using a visual interface combining call data, mapping and statistical inquiry controlled using the comprehensive filter interfaces described earlier.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	See Section 1

3	Explain licensing options for the tools you have included in this category	n/a	See Section 1
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		See Section 1
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8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	<p>Dashboard</p> <p>The Carrier Monitoring Dashboard is focused on monitoring the activity of each wireless carrier at each PSAP and determining baseline activity for each carrier in order to determine if a carrier has a significant decrease in overall call volume which could indicate a situation on the carrier network. In addition to monitoring the low volume of the carrier, high volume peaks are also of importance as it may also indicate a potential network situation or, in the event multiple carriers are peaking for the same PSAP(s), could indicate a significant emergency event.</p>  <p>The PSAP Dashboard is focused on monitoring the activity of PSAP and overall state/county/region metrics. The system monitors carrier and class volumes, answer time statistics, PSAP volume and NFPA/NENA answer time targets. Each measure has an associated high/low alert that will raise when conditions require enabling visual</p>

		<p>and real-time understanding of system and PSAP health.</p>  <p>Top Hours visual (El Paso Style)</p> <p>The business hour report will be enhanced to show a breakdown of each hour of calls in a graphical as well as numerical format. For each hour in the busiest hours report, a chart will be included that graphically displays the calls per hour. In total, this report will be enhanced with 20 new graphs to reflect the graphical details of each hour (broken down by minute intervals) for each hour that is graphed.</p> <table border="1" data-bbox="1084 1024 1338 1241"> <tbody> <tr><td>4/6/2015 10:00</td><td>105</td><td>96.54</td></tr> <tr><td>4/6/2015 21:00</td><td>87</td><td>102.09</td></tr> <tr><td>4/6/2015 20:00</td><td>84</td><td>104.83</td></tr> <tr><td>4/6/2015 19:00</td><td>83</td><td>96.14</td></tr> <tr><td>4/6/2015 18:00</td><td>79</td><td>108.86</td></tr> <tr><td>4/6/2015 17:00</td><td>83</td><td>96.32</td></tr> <tr><td>4/6/2015 16:00</td><td>82</td><td>107.11</td></tr> <tr><td>4/6/2015 15:00</td><td>84</td><td>89.74</td></tr> <tr><td>4/6/2015 14:00</td><td>84</td><td>146.36</td></tr> <tr><td>4/6/2015 13:00</td><td>84</td><td>84.47</td></tr> <tr><td>4/6/2015 12:00</td><td>29</td><td>187.21</td></tr> <tr><td>Total Calls:</td><td>993</td><td></td></tr> <tr><td>Average Duration of Calls:</td><td></td><td>87.8</td></tr> </tbody> </table> 	4/6/2015 10:00	105	96.54	4/6/2015 21:00	87	102.09	4/6/2015 20:00	84	104.83	4/6/2015 19:00	83	96.14	4/6/2015 18:00	79	108.86	4/6/2015 17:00	83	96.32	4/6/2015 16:00	82	107.11	4/6/2015 15:00	84	89.74	4/6/2015 14:00	84	146.36	4/6/2015 13:00	84	84.47	4/6/2015 12:00	29	187.21	Total Calls:	993		Average Duration of Calls:		87.8
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5. Data quality:

- b. Parsing and standardization — Decomposition of text fields into component parts and formatting of values into consistent layouts based on industry standards, local standards (for example, postal authority standards for address data), user-defined business rules, and knowledge bases of values and patterns
- c. Generalized “cleansing” — Modification of data values to meet domain restrictions, integrity constraints or other business rules that define sufficient data quality for the organization
- d. Matching — Identification, linking or merging related entries within or across sets of data. This includes technologies that enable analysis of diverse depersonalized data sets

(example: anonymization and resolution and the functions that support this type of technology: standardization, masking/hashing, encryption, linkage of records, etc.)

- e. Profiling — Analysis of data to capture statistics (metadata) that provide insight into the quality of the data and aid in the identification of data quality issues
- f. Monitoring — Deployment of controls to ensure ongoing conformance of data to business rules that define data quality for the organization
- g. Enrichment — Enhancing the value of internally held data by appending related attributes from external sources (for example, consumer demographic attributes or geographic descriptors)

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>ECaTS uses a combination of the Data Normalization and Parsing system with a team of system analysts to check the automation to ensure data integrity and accuracy used throughout the ECaTS system.</p> <p>Any new data source that is obtained by ECaTS goes through a process known as system acceptance which ensures the accuracy, integrity and usability of any data source that is captured for analysis by the ECaTS system.</p> <p>Just as live and current data is needed for analytics, ECaTS also offers full historical importing of data which also involves a combination of the automated normalization engine combined with the human check of the analyst team to ensure 100% accurate import of historical sources and usability of the historical source.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	See Section 1
3	Explain licensing options for the tools you have included in this category	n/a	See Section 1
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8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	<p>System Acceptance</p> <p>The purpose of the ECaTS PSAP system acceptance (SA) process is to validate that the PSAP profile that has been loaded into ECaTS is accurate and that the ECaTS business rules are correct in providing the various ECaTS reports.</p> <p>The PSAP profile is a listing of all the trunks and station IDs that have been identified for each PSAP. It includes a listing of each of the names of 9-1-1 trunks and of the 10-digit administrative lines that ECaTS will report on for each PSAP.</p> <p>Call Detail Records (CDR) for calls on 9-1-1 trunks usually include ANI (Automatic Number Identifier – a.k.a. the telephone number) and ALI (Automatic Location Identifier) data.</p> <p>9-1-1 CDR elements tracked by ECaTS:</p> <table border="1" data-bbox="1015 1297 1442 1486"> <tr> <td>ANI</td> <td>Caller's telephone number. Sometimes this number will be the pseudo ANI ("pANI") assigned to a wireless call.</td> </tr> <tr> <td>Trunk Seizure Time</td> <td>The time stamp that describes the specific time that a call arrives at a PSAP.</td> </tr> <tr> <td>Trunk Name</td> <td>The name of the trunk that the call is received on.</td> </tr> <tr> <td>Ring Start Time</td> <td>The time that the call starts to ring (audibly or visually) at the PSAP.</td> </tr> <tr> <td>Answer Position</td> <td>The station that answers the call at the PSAP.</td> </tr> <tr> <td>Answer Time</td> <td>The time that the call is answered.</td> </tr> <tr> <td>Various Call Events</td> <td>Information such as on-hold, off-hold, and transfer.</td> </tr> <tr> <td>Hang Up Time</td> <td>The time the PSAP call taker hangs up.</td> </tr> <tr> <td>Trunk Release Time</td> <td>The time that the trunk is disconnected.</td> </tr> <tr> <td>ALI String ANI</td> <td>The caller's telephone number. In the case of wireless calls where a pANI was provided in the ANI string, the actual callers callback number is provide.</td> </tr> <tr> <td>Class of Service</td> <td>A four-character name that describes the type of telephone that the call was placed on (i.e. RESD, PBXB, BUSN, WPH1, WPH2, VOIP).</td> </tr> </table> <p>All other information is inconsequential for ECaTS purposes.</p> <p>10-digit administrative lines ("10-Digit Admin") include a number of different titles: EMERG POTS, PBX, POTS, SHRD PBX, SHRD PRIV, and other custom names. Typically, 10-digit lines are broken into two categories: "10-Digit Emergency" and "10-Digit Admin" as defined by the PSAP Manager. CDR strings for 10-digit calls include significantly less information</p>	ANI	Caller's telephone number. Sometimes this number will be the pseudo ANI ("pANI") assigned to a wireless call.	Trunk Seizure Time	The time stamp that describes the specific time that a call arrives at a PSAP.	Trunk Name	The name of the trunk that the call is received on.	Ring Start Time	The time that the call starts to ring (audibly or visually) at the PSAP.	Answer Position	The station that answers the call at the PSAP.	Answer Time	The time that the call is answered.	Various Call Events	Information such as on-hold, off-hold, and transfer.	Hang Up Time	The time the PSAP call taker hangs up.	Trunk Release Time	The time that the trunk is disconnected.	ALI String ANI	The caller's telephone number. In the case of wireless calls where a pANI was provided in the ANI string, the actual callers callback number is provide.	Class of Service	A four-character name that describes the type of telephone that the call was placed on (i.e. RESD, PBXB, BUSN, WPH1, WPH2, VOIP).
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			than 9-1-1 call records.
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6. Data Governance - a quality control discipline for assessing, managing, using, improving, monitoring, maintaining, and protecting information. It is a system of decision rights and accountabilities for information-related processes, executed according to agreed-upon models which describe who can take what actions with what information, and when, under what circumstances, using what methods. This also includes:
 - a. Metadata management - the end-to-end process and governance framework for creating, controlling, enhancing, attributing, defining and managing a metadata schema, model or other structured aggregation system, either independently or within a repository and the associated supporting processes (often to enable the management of content).

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>ECaTS approaches data governance and data quality with equal vigor and the Analysts and Data Scientists in charge of assuring data quality are also the same team members that monitor and watch the data to maintain the governance and quality that was need to bring the data into the system.</p> <p>In addition to the data analyst and scientist, the ECaTS platform is constantly monitoring the ability for the system to handle current data sources and raise alerts when data formats change.</p> <p>A series of alarms and alerts are ever present and monitoring the ability of the data normalization engine to parse and inject data into the system. When injection fails (governance violation) because of data format changes that may have not been shared with ECaTS, a series of alarms are raised and both the Field Intelligence teams and data quality teams analyze the data to determine the cause of the alarm and work to rectify the situation to return data flow and parsing back to steady state. This entire process from alarm to resolution is the data governance process uses by ECaTS to maintain high quality data and analytic results at all times.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the	n/a	See Section 1

	tools you have included in this category		
3	Explain licensing options for the tools you have included in this category	n/a	See Section 1
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		See Section 1
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8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	<p>Unparsed call report</p> <p>The Unparsed Call Data Report provides unparsed raw call detail record.</p> <p>An unparsed call is a call record that was not parsed or used by the ECaTS system due to CPE equipment output containing unneeded data, unknown characters or missing events.</p> <p>This report offers visibility into any “out-of-ordinary” raw call detail record that may come through on the system and is used by the governance group to fine tune the normalization system to ensure consistent and accurate parsing of unstructured data sources.</p>

7. Hadoop, MapReduce etc. - tools that address the analysis of collections of data sets that are so large and/or complex that it is difficult/expensive to process using traditional data management tools or approaches. This includes the ability to address, Volume, Velocity, Variety, Veracity and Value.
 - a. Unstructured data analysis – the ability to analyze/process information that either does not have a pre-defined data model or is not organized in a pre-defined manner. Unstructured information is typically text-heavy, but may contain data such as dates, numbers, and facts as well. This results in irregularities and ambiguities that make it difficult to understand using traditional computer programs as compared to data stored in fielded form in databases or annotated (semantically tagged) in documents.

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	<p>The Data Normalization system that sends all incoming data to the ECaTS platform uses a series of ETL, Map Reduce and proprietary normalization patterns to gather all source data and prepare it in a way that it can be analyzed, carved, compared and utilized by the end user to answer both simple and complex business problems.</p> <p>The ECaTS proprietary normalization engine was designed from the ground up to tackle the unstructured data outputs present in all 911 equipment from CAD to call handling, 911 data is by nature unstructured and requires a system that can recognize all the data elements and normalize them for analytics and reporting.</p> <p>ECaTS is further prepared for next generation by also supporting the structured i3 data formats and merging data from those systems with the unstructured data present within the Public Safety Answered Point (PSAP). Combined, ECaTS is able to provide analytics and reporting's across both legacy and next generation systems for both common and multivendor system deployments.</p>
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	See Section 1
3	Explain licensing options for the tools you have included in this category	n/a	See Section 1
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	tools to meet a business need)		
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	Provide samples of multiple CDR's and ID the map-reduce element work What follows is a sampling of ECaTS map-reduce normalization system as applied to legacy data from Vesta Pallas, MAARS and Positron Standard systems. The ECaTS normalization engine processes the data and isolates the common data for analysis and reporting.

8. Other – please include any other next-generation analytics tools sets that you feel should be considered

C.	Requirements	A	B
1	Identify the components of your analytics tool set that fit this category	n/a	NA
2	Identify platforms for deployment (cloud, Intel, appliance, OSs, database versions etc.) for the tools you have included in this category	n/a	NA
3	Explain licensing options for the tools you have included in this category	n/a	NA
4	Does your Solution allow for your tool sets to be deployed in order to support shared use among Commonwealth agencies? Explain how.		NA
5	Do you provide training on your solution? If yes, please explain the options.		NA
6	Do you provide installation (including configuration) services for these tool components above?		NA
7	Do you provide implementation services for the above tool components? (working with an agency to deploy a solution based on these tools to meet a business need)		NA
8	For your Solution, provide examples of how the tools were used by both business and IT users and the level of training and skill required by each. Include what entity used the tools. If possible, use government related examples.	n/a	NA

B. Pilot

General:

- After contract award, suppliers may be requested to perform one of the pilots recommended below within one year, at no cost to the Commonwealth of Virginia
- The pilot should, if possible, utilize actual Commonwealth of Virginia data
- Optionally, the pilot may utilize publically available data (e.g. social media, federal) in addition to the Commonwealth data
- The pilots should demonstrate specific next-generation analytics functional capabilities
- When applicable, pilots should include the construction of a financial business case for tool set implementation
- Pilot recommendations should be based on the supplier's application of next-generation analytics tools set by previous state, federal, locality or relevant private sector customers
- Pilots should demonstrate the supplier's experience and innovation and include metrics where practical
- Proposals do not need to address all of the following pilots. Suppliers may address one or more pilots.

Pilot 1: Cost Savings and Revenue Enhancement

Objectives:

- Create a business case for significant cost savings and revenue enhancement through the deployment of a next-generation analytics tool set
- The main focus of the business case for the short-term return on investment (ROI) must be costs savings or revenue enhancement; cost avoidance may also be included for long-term only
- Fraud prevention is one example of a candidate for this pilot
- Cost savings should be identified as early as possible within the business process (i.e. identifying fraudulent tax refunds before they are issued)
- The intent is for the Supplier to leverage previous state, federal or locality experience in demonstrating tool capability; relevant private sector experience/innovation may also be relevant

Notes:

- Supplier suggested approach will need to be approved by the agency hosting the pilot

- Supplier will analyze a subset of data using a set of use cases implemented at another state/locality, etc., to predict cost savings and/or revenue enhancement
- Supplier will extrapolate predicted cost savings and/or revenue enhancement to entire population as part of the business case

Deliverables:

- Completed business case; including range of projected cost savings, revenue enhancements, short-term ROI and optionally long-term cost avoidance
- Documentation on how the business case was derived, including all calculations and assumptions
- References to validate business case and approach
- Demonstrated ability for the tool set to learn and self-tune

	Requirements	A	B
1	Describe your suggested approach (include Supplier resources necessary to complete the pilot and their general qualifications)	n/a	ECaTS can provide multiple types of cost savings analytics. For the purpose of this pilot, focus will be on trunk utilization and analyzing if PSAP's are over trunked and possibly paying costs for trunks that are never used. The approach includes gathering call detail and ALI data from each PSAP and analyzing the data to determine overall circuit saturation over a 4 hour period and how that saturation looks over 30 days. After collection of said data, analysis and results can be obtain of overall trunk/circuit utilization and results can be obtained for any over trunked situation.
2	What next-generation analytics tool set components would be utilized to perform the pilot?	n/a	ECaTS Trunk and Circuit Analysis System
3	What platform would be used?	n/a	ECaTS
4	Where have you done something similar before? Please provide references that may be contacted concerning this use.	n/a	All ECaTS systems deployed nationwide can take advantage of this analysis. Example sites include State of CA, UT, OR, NC, DC and sections of TX, FL, OH, IA, MS, LA, OK, OH, KY, TN, WA

5	How long would the pilot take?	n/a	One month
6	Given a go-ahead, how long would it take to start the pilot?	n/a	Pilot startup requires two weeks of lead time for hardware procurement deployment will take less than two weeks assuming network connectivity is in place for the ECaTS RDDM's.
7	Which agencies or types of businesses would need to participate and what is the projected agency commitment (what kind of resources and for how long)?	n/a	Public Safety Answering Points (PSAPs) that process 911 calls.

Pilot 2: Efficacy

Objectives:

- Identify a sub-group that would receive quantifiable benefits (better outcomes, better coordination of services)
- Create a mechanism in which members will only be identifiable to original data source
- Leverage previous state, federal or locality experience using their tools to address a similar need

Notes:

- Supplier suggested approach will need to be approved by agency hosting pilot
- Utilize data from multiple sources
- Optionally demonstrate ability to safeguard source data utilizing an anonymizing/resolution or other technique (as defined elsewhere in this document)

Deliverables:

- Document a business case that provides the value of implementing this model to the Commonwealth of Virginia
- Documentation showing how sub-group was identified
- Model showing how sub-group can benefit from interaction (quantified if possible)
- Demonstration of how members can only be linked back to source data

	Requirements	A	B
1	Describe your suggested approach (include Supplier resources necessary to complete the pilot and their general qualifications)	n/a	N/A
2	What next-generation analytics tool set components would be utilized to perform the pilot?	n/a	N/A
3	What platform would be used?	n/a	N/A
4	Where have you done something similar before? Please provide references that may be	n/a	N/A

	contacted concerning this use.		
5	How long would the pilot take?	n/a	N/A
6	Given a go-ahead, how long would it take to start the pilot?	n/a	N/A
7	Which agencies or types of businesses would need to participate and what is the projected agency commitment (what kind of resources and for how long)?	n/a	N/A

Pilot 3: Predictive Analytics

Objectives:

- Process historical data and outcomes in order to create a model that predicts the likelihood that a future event or behavior might occur
- Leverage previous state, federal or locality experience using their tools to address a similar need

Notes:

- Supplier suggested approach will need to be approved by agency hosting pilot
- Evaluate data, choose best algorithm/set of variables that results in the best prediction (using specific elements to do so)
- Utilize data from multiple agencies

Deliverables:

- Demonstration of ability to select best methodology and variables that predict the highest quality result
- Demonstration of resulting predictive equation
- Document a business case that provides the value of implementing this model to the Commonwealth of Virginia

	Requirements	A	B
1	Describe your suggested approach (include Supplier resources necessary to complete the pilot and their general qualifications)	n/a	ECaTS will utilize call records from the PSAP's and use the analytics system to profile historical call volume by time period which will provide analytic results for call volume at each period which in turn can be used to set staffing levels for achieving NENA/NFPA answer time standards.
2	What next-generation analytics tool set components would be utilized to perform the pilot?	n/a	ECaTS Call Volume and Period Grouping Analytics

3	What platform would be used?	n/a	ECaTS
4	Where have you done something similar before? Please provide references that may be contacted concerning this use.	n/a	All ECaTS systems deployed nationwide can take advantage of this analysis. Example sites include State of CA, UT, OR, NC, DC and sections of TX, FL, OH, IA, MS, LA, OK, OH, KY, TN, WA
5	How long would the pilot take?	n/a	30 days
6	Given a go-ahead, how long would it take to start the pilot?	n/a	Pilot startup requires two weeks of lead time for hardware procurement deployment will take less than two weeks assuming network connectivity is in place for the ECaTS RDDM's
7	Which agencies or types of businesses would need to participate and what is the projected agency commitment (what kind of resources and for how long)?	n/a	Public Safety Answering Points (PSAPs) that process 911 calls.

Pilot 4: Unstructured Data

Objective:

- Leverage natural language processing to understand the meaning and context of human language within textual information, found in multiple data sources such as: documents, reports, email, web content, notes, social media, scanned .pdf files, etc.
- Leverage previous state, federal or locality experience using their tools to address a similar need

Notes:

- Supplier suggested approach will need to be approved by agency hosting pilot
- Develop actionable insights through the identification of trends, patterns and relationships in unstructured data
- Use Hadoop or similar technology as part of platform for this pilot

Deliverables:

Live demonstration of functionality being used on Commonwealth of Virginia unstructured data

	Requirements	A	B
1	Describe your suggested approach (include Supplier resources necessary to complete the pilot and their general qualifications)	n/a	ECaTS will connect to both the ALI controller and 911 Core Switch to obtain call data. Both unstructured sources will then be normalized using the ECaTS normalization engine and reporting on the unstructured data can be done. Any report in the ECaTS system can be run against any equipment type in the pilot territory.
2	What next-generation analytics tool set components would be utilized to perform the	n/a	ECaTS Core system

	pilot?		
3	What platform would be used?	n/a	ECaTS
4	Where have you done something similar before? Please provide references that may be contacted concerning this use.	n/a	All ECaTS systems deployed nationwide can take advantage of this analysis. Example sites include State of CA, UT, OR, NC, DC and sections of TX, FL, OH, IA, MS, LA, OK, OH, KY, TN, WA
5	How long would the pilot take?	n/a	30 days
6	Given a go-ahead, how long would it take to start the pilot?	n/a	Pilot startup requires two weeks of lead time for hardware procurement deployment will take less than two weeks assuming network connectivity is in place for the ECaTS RDDM's
7	Which agencies or types of businesses would need to participate and what is the projected agency commitment (what kind of resources and for how long)?	n/a	Public Safety Answering Points (PSAPs) that process 911 calls.



EXHIBIT B PRICING
CONTRACT NUMBER VA-150915-DTG
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DirectApps, Inc. DBA Direct Technology

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-150915-DTG (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and DirectApps, Inc. DBA Direct Technology (“Supplier”).

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

ECaTS MIS Reporting

I. ECaTS One-Time Installation Costs

Description	Part Number	Fee Type		License Type	MSRP License Cost
		Monthly	One Time		
ECaTS One-Time Install Costs					
Data Collectors					
RDDM-Rev 4-128	DC-V4-128		X	Per Unit	\$4,000
RDDM-Rev 4-256	DC-V4-256		X	Per Unit	\$4,048
RDDM-Rev 4-512	DC-V4-512		X	Per Unit	\$4,156
RDDM-Rev 4-1024	DC-V4-1024		X	Per Unit	\$4,300
Server Class RDDM	DC-SVR-HP		X	Per Unit	\$8,400
Hosted Setup					
System Setup	ES-SA		X	Per PSAP	\$2,400

Description	Part Number	Fee Type		License Type	MSRP License Cost
		Monthly	One Time		
ECaTS One-Time Install Costs					
Standalone(Single) PSAP Environment					
**One time hardware and installation cost in a standalone (isolated) public safety answering point (PSAP) environment.					
RDDM-Rev3	DC-STN-V3		X	Per Switch/Core	\$ 4,000.00
(2) Redundant Standard RDDM-Rev3	DC-STN-DUAL-V3		X	Per Switch/Core	\$ 6,400.00
Server Class RDDM-Rev1.1 (Viper Required)	DC-STN-SVR-V1.1		X	Per Switch/Core	\$ 9,600.00
(2) Redundant Server Class RDDM-Rev1.1	DC-STN-SVR-DUAL-V1.1		X	Per Switch/Core	\$ 19,200.00
Hosted Solution Environment					
** One time hardware, installation and set-up cost in a hosted public safety answering point (PSAP) environment.					
(2) Hosted RDDM-Rev3 Single Data Center	DC-HST-V3-DUAL-ONSITE		X	Per Switch/Core	\$ 6,400.00
(2) Redundant Enhanced Hosted RDDM-Rev3 (Geo-Diverse Data Centers) [Per Location]	DC-HST-DUAL-V3-GEO		X	Per Switch/Core	\$ 8,640.00
Server Class RDDM (Viper Required)	DC-HST-SVR-V1.1		X	Per Switch/Core	\$ 9,600.00
(2) Redundant Server Class RDDMs	DC-HST-SVR-DUAL-V1.1		X	Per Switch/Core	\$ 19,200.00
System Setup	ES-SA		X	Per PSAP	\$ 2,400.00
Extra Server Class RDDM (Spares)	DC-SVR-V1.1		X	Per Unit	\$ 9,600.00

DC= Data Collection
 DB= Dashboard
 AD= Add On
 ES = ECaTS Service

II. ECaTS PSAP Access Fee - Monthly Recurring Costs Per PSAP

ECaTS MIS Services Annual Call Volume		Tier 1 < 25 K	Tier 2 25K - 50K	Tier 3 50K - 250K	Tier 4 250k - 500K	Tier 5 500K - 1M	Tier 6 1M- 2M	Tier 7 > 2M+
(If Accurate Call Volume Not Available)		1-2 Pos	3-4 Pos	5-9 Pos	10-19 Pos	20-39 Pos	40-75 Pos	76 + Pos
MSRP Pricing	PSAP Access Fee	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
	MIS Data Services	\$ 204.00	\$ 227.60	\$ 279.60	\$ 331.60	\$ 383.60	\$ 435.60	\$ 1,300.00
	MSRP	\$ 304.00	\$ 327.60	\$ 379.60	\$ 431.60	\$ 483.60	\$ 535.60	\$ 1,400.00

Note: PSAP access fees are charged for the continued support of data normalization for each location. They are tiered based on the annual call volumes of each location. The monthly recurring cost (MRC) includes both monthly maintenance and service.

III. ECaTS Services

Description	Part Number	Fee Type		License Type	MSRP License Cost
		Monthly	One Time		
Dashboard					
Setup Fee	DB-SETUP		X	Per PSAP	\$1,000
Service Fee	DB-SERVICE-PSAP (CARRIER)	X		Per PSAP	\$100
Text-to-9-1-1					
TCS Text to 911 Reporting (set up)	T9-SETUP		X	Per PSAP	\$500
Text-To-9-1-1	T9-SERVICE	X		Per PSAP	\$59
Misc Licenses					
Cassidian CDR Activation (per Vesta)	AO-VESTA-CDR-SVR		X	Per Vesta Server	\$2,034
Cassidian CDR Position Fee	AO-VESTA-CDR-POS		X	Per Vesta Workstation	\$162
Windows Server 2012 R2 - License/Install/Configuration	AO-WIN2012R2		X	Per RDDM	\$1,200
i3 Logger/ESINet Reporting					
Logger Setup	LOG-SETUP		X	Per PSAP	\$ 500.00
Logger Service	LOG-SERVICE	X		Per PSAP	\$ 43.00
Wireless Routing Analysis and Reporting					
Wireless Set Up	WR-SETUP		X	Per Sector	6
Wireless Service	WR-SERIVCE	X		Per Sector	0.11
Real-Time Dashboard					
Real-Time Dashboard Setup Cost	DB-SETUP		X	Per PSAP	\$ 1,000.00
Real-Time Dashboard Monthly Recurring Cost	DB-SERVICE-PSAP (CARRIER)	X		Per PSAP	\$ 100.00
Text-to-9-1-1 Reporting					
TCS Text to 911 Reporting Set Cost	T9-SETUP		X	Per PSAP	\$ 500.00
Text-To-9-1-1 Monthly Recurring Cost	T9-SERVICE	X		Per PSAP	\$ 59.00
i3 Logger (NG911 Network Reporting)					
i3 Logging Service One-Time Setup Cost	T10-SETUP		X	Per PSAP	\$ 500.00
i3 Logging Service Monthly Recurring Cost	T10-SERVICE	X		Per PSAP	\$ 59.00
Misc. Licenses					
Intrado ECaTS+ License (per Viper)	AO-ECATSPLUS		X	Per Viper Switch	\$ 4,000.00
Cassidian CDR Activation (per Vesta)	AO-VESTA-CDR-SVR		X	Per Vesta Server	\$ 2,034.00
Cassidian CDR Position Fee	AO-VESTA-CDR-POS		X	Per Vesta Workstation	\$ 162.00

IV. Additional Pricing Components

Description	Part Number	Platform	Fee Type		License Type	MSRP License Cost
			Monthly	One Time		
Paid Extras						
Additional Training	ES-TRAINING			X	Per Session	\$1,200
Historical Loading	ES-HIST-X (X = number of year)				Bid Bassed	FIXED TBD
Service Add-Ons						
Abandoned Call Workstation Summary Report	AO-ABDNCALLWKSTN	Viper & Vesta		X	Per PSAP	\$1,000
Agent Module	AO-AGNTMOD	Any		X	Per PSAP	\$1,000
Audit Module	AO-AUDITMOD	Any		X	Per PSAP	\$1,000
Called Back Summary Report	AO-CALLBCKSUM	Any		X	Per PSAP	\$350
Class of Service ALI Change Summary Report	AO-ALICHNGSUM	Any		X	Per PSAP	\$350
Daily Invalid ALI Report	AO-INVALI	Any		X	Per PSAP	\$350
Dynamic Class of Service Report	AO-DYNCOS	Any		X	Per PSAP	\$350
Friendly Line Name Manager	AO-FRNDLNMGR	Any		X	Per PSAP	\$1,000
Scheduled Standard Reports	AO-SCHDREP	Any	X		Per PSAP	
Top 20 Busiest Hours Graphing Breakdown Enhancement	AO-TOP20GRAPH	Any		X	Per PSAP	\$350
Snapshot Report	AO-SNAP	Any		X	Per PSAP	\$350
Professional Services Customization Development	AO-PROSVC	Any		X	One Time	180.00/Hr

Description	Part Number	Platform	Fee Type		License Type	MSRP License Cost
			Monthly	One Time		
Service Add-Ons						
Abandoned Call Workstation Summary Report	AO-ABDNCALLWKSTN	Both				
Agent Module	AO-AGNTMOD	Viper / AB SP3		X	Per PSAP	\$ 1,000.00
Audit Module	AO-AUDITMOD	Any		X	Per PSAP	\$ 1,000.00
Called Back Summary Report	AO-CALLBCKSUM	Both		X	Per PSAP	\$ 350.00
Class of Service ALI Change Summary Report **Requires connection to ALI controller or full ALI rebid history in CDR or other source	AO-ALICHNGSUM	Any		X	Per PSAP	\$ 350.00
Professional Services Customization Development Cost	AO-PROSVC	Any		X	Bid Based	\$180.00/per hour
Daily Invalid ALI Report	AO-INVALI	Both		X	Per PSAP	\$ 350.00
Dynamic Class of Service Report	AO-DYNCOS	Both		X	Per PSAP	\$ 350.00
Friendly Line Name Manager	AO-FRNDLNMGR	Both		X	Per PSAP	\$ 1,000.00
Scheduled Standard Reports **Included at no cost	AO-SCHDREP	Both	X		Per PSAP	\$ -
Top 20 Busiest Hours Graphing Breakdown Enhancement	AO-TOP20GRAPH	Both		X	Per PSAP	\$ 350.00
Snapshot Report	AO-SNAP	Any		X	Per PSAP	\$ 350.00
Additional In-person Training **Unlimited webinar training included at no cost	ES-TRAINING	Both		X	Per Session	\$ 1,200.00
Historical Loading - cost to migrate existing data from a customer platform into ECaTS	ES-HIST-X (X = number of year)	Any			Bid Based	FIXED TBD

V. Credit Card Payments

Payments received via VISA/Master Card will incur a 3% premium and American Express 6%. ECaTS will not accepted Discover or Diners Club.



**EXHIBIT D SOW TEMPLATE
CONTRACT NUMBER VA-150915-DTG
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DirectApps, Inc. DBA Direct Technology**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-150915-DTG (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and DirectApps, Inc. DBA Direct Technology (“Supplier”). In the event of any discrepancy between this Exhibit D and the Contract, the provisions of the Contract shall control.

**EXHIBIT D-~~X~~ STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND DirectApps, Inc. DBA Direct Technology**

**ISSUED UNDER
CONTRACT NUMBER VA-150915-DTG
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DirectApps, Inc. DBA Direct Technology**

Exhibit D-~~X~~, between (Name of Agency/Institution) and DirectApps, Inc. DBA Direct Technology (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-150915-DTG (“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 D-~~X~~ and the Contract, the provisions of the Contract shall control.

Any Service, Licensed Services, Solution or Software provided under this SOW must comply with all COVA Security and Enterprise Architecture ITRM policies, standards and guidelines located at: <http://www.vita.virginia.gov/library/default.aspx?id=537> and all COVA Enterprise Architecture Data Standards and requirements located at: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>.

If Authorized User is a State Agency and determines any area of non-compliance with the ITRM PSGs at the above links in the Service, Licensed Services, Solution or Software to be provided by Supplier under this SOW, such Authorized User’s Project Manager must obtain written waiver from VITA in accordance

with the waiver process prior to placing any related order or authorizing Supplier to commence any work. Agency should collaborate with their designated Customer Account Manager to obtain such waiver.

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

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

9. PROJECT DELIVERABLES

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

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

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD)	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					

Training Plan					
Performance Plan					
Contingency Plan					
Disaster Recovery Plan					
Cutover Plan					
Change Management Plan					
Transition Plan					
Monthly Status Reports					
Quarterly Performance /SLA Reports					
Training Manual					
Final Solution Submission Letter					
Final Acceptance Letter					

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

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

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

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	-----	---	---	---
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Final Acceptance		-----	--	--	-----

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					
1.1					
1.1.1					
1.1.2					
1.2					

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 GUIDELINES RISK MANAGEMENT

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

[Redacted]

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.)

F. [Redacted]

G. [Redacted]

H. [Redacted]

I. [Redacted]

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.)

_____ (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: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT E CHANGE ORDER TEMPLATE
CONTRACT NUMBER VA-150915-DTG
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DirectApps, Inc. DBA Direct Technology

Exhibit E is hereby incorporated into and made an integral part of Contract Number VA-150915-DTG (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and DirectApps, Inc. DBA Direct Technology (“Supplier”). In the event of any discrepancy between this Exhibit E and the Contract, the provisions of the Contract shall control.

This Change Order No. **XXX** hereby modifies and is made an integral part of Statement of Work **D-X** (“SOW”), between **NAME OF AGENCY/INSTITUTION** (“Authorized User”) and DirectApps, Inc. DBA Direct Technology (“Supplier”), which was issued under Contract Number VA-150915-DTG (“Contract”) between the Virginia Information Technologies Agency (“VITA”) and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

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

CHANGE ORDER

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

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

1. PERIOD OF PERFORMANCE

[Redacted]

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

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

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

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

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

Supplier

Authorized User

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title: _____

Title: _____

Date: _____

Date: _____



**EXHIBIT G LOBBYING CERTIFICATION
CONTRACT NUMBER VA-150915-DTG
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
DirectApps, Inc. DBA Direct Technology**

Exhibit G is hereby incorporated into and made an integral part of Contract Number VA-150915-DTG (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and DirectApps, Inc. DBA Direct Technology (“Supplier”).

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

CERTIFICATION REGARDING LOBBYING

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

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.

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.

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:

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the initials 'DA' followed by a flourish.

Printed Name: Rick Nelson

Organization: Direct Apps, Inc. DBA Direct Technology

Date: 10/21/2015

**EXHIBIT X –SOFTWARE AS A SERVICE
ADDITIONAL CONTRACT TERMS AND CONDITIONS
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**EXHIBIT X –SOFTWARE AS A SERVICE
ADDITIONAL CONTRACT TERMS AND CONDITIONS**

These additional terms and conditions for provision of Software as a Service contractual obligation as part of an overall Solution provided by the Supplier are in support of and incorporated herewith under Contract No. VA-150915-DTG. This Exhibit (“Exhibit”) sets forth additional terms and conditions under which Supplier shall provide such Application and Licensed Services (“Licensed Services”) to VITA and Authorized Users.

1. DEFINITIONS

A. Application

The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to Licensed Services hosted and supported by Supplier under the Contract, as described in Exhibit A or as described in any SOW or order issued under the contract, including any Updates, enhancements, and replacements to the Application.

B. Application Users

Application Users shall include, as specified in the applicable Statement of Work or order, employees of an Authorized User, independent contractors engaged by an Authorized User, or entities contracting with an Authorized User for services, as well as customers, suppliers, members of the general public, and other entities with whom an Authorized User may find it necessary or desirable to process or communicate electronically in pursuit of its business. In the event that the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, Application Users may include students of such private institution.

C. Content

Any data, including the selection, arrangement and organization of such data, entered, uploaded to the Application, or otherwise provided to Supplier by Authorized User or by any Application User, and any software and related documentation, from whatever source, provided by Authorized User or Application User to Supplier in connection with this Contract.

D. Licensed Services

The operation of the Application and the necessary operating system software, hardware and utilities on Supplier’s host computer system, furnishing Supplier Product to Application Users, storing Content and making the Application, Content, and Supplier Product available to Application User(s) via the Web Site, as more fully described in Exhibit A or as described in any Statement of Work or order issued hereunder.

E. Supplier Product

Supplier’s proprietary reports, information and data made available to Authorized User and its Application Users as part of the Licensed Services.

F. Web Site

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the applicable Statement of Work or order (or any successor URL(s)).

2. RESERVED

3. DESCRIPTION OF LICENSED SERVICES

During the term of any order or SOW issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order or SOW by the ordering Authorized User on servers owned, operated, housed, and maintained by Supplier and shall make such Application(s) available to Authorized User’s designated Application Users through the Internet. For further description of the services offered by the Supplier, refer to Exhibit X, Attachment1.

Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as listed and described in Exhibit A for all Authorized Users. Supplier hereby grants each ordering Authorized User and its Application Users a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the applicable order or SOW issued pursuant to this Contract. The license fee for the rights shall be as set forth in Exhibit B, and shall apply regardless of access mode.

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, the license shall be held by that private institution.

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order or SOW for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to an Authorized User or its Application Users at the time of accessing the Application(s) ("click wrap"), the terms and conditions set forth herein in this Contract and any amendments or modifications thereto shall supersede and govern licensing and use of all products and services hereunder.

4. SUPPLIER RESPONSIBILITIES

A. Standard Application Responsibilities

Unless otherwise indicated in Exhibit A, Supplier shall acquire and maintain, at no charge to Authorized User, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

- i). Supplier shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in Exhibit A.
- ii). Supplier shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.
- iii). Supplier may collect user-specific data only as necessary to provide the Licensed Services ordered by an Authorized User. No information regarding any Authorized User or any Application User shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.
- iv). The Application will be made available to Authorized User and/or designated Application Users, as specified in the applicable order or SOW, twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Licensed Services are not available to Authorized User or its Application Users due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Authorized User shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Supplier will use its best efforts to notify Authorized User of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed thirty-six (36) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 8:00 a.m. and 8:00 p.m. Eastern Time.
- v). Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Supplier's Application, (iii) an electric utility failure at Supplier's facility where the Application is hosted, or (iv) a Supplier internal network failure.
- vi). Supplier guarantees the Application will be available for use at least ninety-nine percent (99%) of the total time during each month, excluding Excusable Downtime.
- vii). If non-Excusable Downtime exceeds the parameters listed above, Supplier will credit to Authorized User the total recurring fees that would otherwise be owed by Authorized User under

this Contract during the month of such failure. Such credit will be issued in the month immediately following the failure.

viii). Supplier shall be required to notify VITA in writing within 24 hours of any change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Supplier subcontractor. The changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Application, as understood and agreed to between Supplier and VITA at Contract award. The purpose of this notice is to allow Supplier and VITA to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.

ix). Supplier is responsible for documenting and maintaining any customizations made for operational use of the Application and/or for interoperability use with other systems or applications used by an Authorized User and paid for solely by Authorized User. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by Supplier to Authorized User within ten (10) business days of the customizations' operational use. Supplier shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to Authorized Users in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.

B. Ancillary Responsibilities

Supplier shall, throughout the term of this Contract, make available such resources, including Supplier personnel, as are reasonably required to: (i) train designated Authorized User personnel in the use of the Application; (ii) develop modifications to the Application as agreed by VITA and Supplier in any exhibit hereto or as agreed to by Supplier and Authorized User in any order or SOW issued hereunder; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed in any order or SOW issued hereunder.

C. Subcontractors

It is understood that Supplier may utilize subcontractors to provide integral components of the Licensed Services and Application; however, except for those so named at time of Contract award, Supplier shall not use new or replacement subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Contract without advance written notification to and approval by VITA.

Supplier is responsible for the performance of its subcontractors used in providing any portion of the Licensed Services or Application. Additionally, Supplier is responsible for its subcontractors' compliance with the terms and conditions of this Contract.

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

5. AUTHORIZED USER RESPONSIBILITIES

Unless otherwise agreed and as applicable, Authorized User or its Agent, or an Application User, will be responsible for input of Content into Supplier's Application and Authorized User or its Agent will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting Authorized User in creating, modifying or inputting the Content, unless specified in Exhibit A.

If Supplier issues unique USERIDs and passwords to an Application User:

i). Authorized User is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. Authorized User will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.

ii). Authorized User shall have the right to add, change access for, or delete USERIDs at its sole discretion. Authorized User shall designate Administrators who will be authorized to add, change access for or delete USERIDs.

iii). Upon notification by Authorized User of an Application User's deletion, Supplier shall remove said Application User from its server within one (1) hour of receipt of such notification. If Supplier fails to make such a deletion, Authorized User shall not be held liable for any charges or damages incurred due to use of the unauthorized USERID.

6. CONTENT PRIVACY AND SECURITY

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components provided by Supplier as part of its performance under this Contract. Supplier shall provide a secure environment for Content and any hardware and software in accordance with VITA's Security Standards located at:

<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs> in order to prevent unauthorized access to and use or modification of, and to protect, the Application and Content.

Supplier agrees that all Content of Authorized Users is intended solely for the business of the Authorized Users and is considered private data. Therefore, Supplier shall, at a minimum, implement the following procedures designed to protect the privacy and security of Content:

- i). User identification and access controls designed to limit access to Content to Application Users.
- ii). External connections to the World Wide Web which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier.
- iii). Industry standard firewalls regulating all data entering Supplier's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;
- iv). Industry standard encryption techniques which will be used when Content is transmitted by Supplier on behalf of Authorized User.
- v). Physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility located within the United States. Access to facilities housing the Application and Content restricted to only allow access to personnel and agents of Supplier who have a need to know in connection with operation and support of the Application.
- vi). A backup of Content, for an orderly and timely recovery of such data in the event that the Licensed Services may be interrupted. Unless otherwise described in an order or Statement of Work, Service Provider shall maintain a backup of Content that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility, located within the United States no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein.
- vii). Supplier agrees to maintain all metadata associated with any original Content submitted into the Application by an Authorized User for easy retrieval and access within two (2) hours at any point in time.
- viii). Supplier agrees to partition, in aggregate for this Contract, all Content submitted into the Application by an Authorized User in such a manner that it will not be impacted or forfeited due to E-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain records, information or Content for reasons or activities that are not directly related to the business of the Authorized User.
- ix). Supplier agrees to maintain and follow a disaster recovery plan designed to maintain Application User access to the Application and Licensed Services, and to prevent the unintended destruction or loss of Content; and which plan, unless otherwise specified herein, shall provide for daily back-up of Content and archival of such Content at a secure facility located within the United States. The disaster recovery plan shall provide for and be followed by Supplier such that in no event shall the Application, Licensed Services, Supplier Product and/or Content be unavailable to any Application User for a period in excess of twenty-four (24) hours.

- x). Supplier agrees that during the term of this Contract, Supplier will retain Authorized Users' Content for the full term of the Contract.
- xi). Supplier, and through Supplier, its employees, agents and subcontractors, shall immediately notify any and all Authorized Users, of any degradation, potential breach or breach of Content and Application privacy or security in any systems supporting the Licensed Services. Supplier shall provide VITA the opportunity to participate in the investigation of the reported situation and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.
- xii). Supplier shall be required to notify all Authorized Users in writing thirty (30) days prior to its intention to replace or add any third-party that will be provided access to Content whether that access is provided by Supplier or Supplier's subcontractors. Authorized User may reject any additional or new third parties who may be provided access to Content.
- xiii). Supplier shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.
- xiv). Supplier shall ensure performance of a SSAE 16 Type II audit at least once annually of Supplier's environment. Upon request from VITA (not more than once annually), Supplier shall provide VITA with a copy of Supplier's final SSAE 16 Type II audit report. Supplier shall also assist VITA in obtaining the current SSAE 16 Type II audit report from any third-party providing services to Supplier, if said third-party services involve the processing or storage of Authorized Users' Content.
- xv). Supplier's failure to comply with the provisions in items (i) through (xiv) shall constitute a breach of this Contract.
- xvi). Within fifteen (15) business days after the expiration or termination of this Contract, Supplier shall confirm in writing to Authorized Users and VITA that all Content has been removed from all systems where the Content resided during performance of this Contract in a manner that complies with and/or exceeds the Commonwealth Data Removal standard located at the following URL: http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard.pdf. The written confirmation shall include (i) sufficient detail describing the processes and procedures used in removing the Content, (ii) information about the locations of where it was removed from within the Application and storage and other locations, and (ii) the date the removals were performed. All metadata, in its original form, shall be returned to the respective Authorized User(s).
- xvii). Authorized Users of this Contract agree to notify Supplier of any degradation, potential breach, or breach of the Content and Application privacy or security as soon as possible after discovery. Authorized Users further agree to provide Supplier the opportunity to participate in the investigation of the reported situation.
- xviii). Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section.
- xix). Regular testing of the systems and procedures outlined in this Section; and
- xx). Audit controls that record and monitor Application and Licensed Services activity continuously.

7. PROPRIETARY RIGHTS

A. Supplier's Proprietary Rights

Except as otherwise stated herein, the Licensed Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

B. Authorized User Requirements and License Restrictions

Except as otherwise provided in this Contract or as provided by law:

- i). Authorized User will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof;
- ii). Authorized User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application;

- iii). Authorized User shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, an Authorized User may reproduce and distribute any Application output generated from the relevant Authorized User Content, and an Application User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the applicable Authorized User's order or SOW;
- iv). Authorized User shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application or Supplier Product or any component thereof, provided as part of the Licensed Services, except as otherwise authorized by Supplier. However, an Authorized User may reproduce and distribute any Application output (e.g., reports) generated by Authorized User using the Application, and an Application User may reproduce and distribute any reports or output generated by the Application User using the Application and pursuant to the permissions in the applicable Authorized User's order or SOW;
- v). Authorized User shall only use the Application and Supplier Product in the normal course of business, in connection with, and as part of, the Licensed Services;
- vi). Authorized User shall not attempt to gain unauthorized access to the Application or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;
- vii). Authorized User shall not remove, obscure or alter Supplier's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;
- viii). Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses;
- ix). Authorized User shall not use the Application or Licensed Services for any illegal, obscene, offensive or immoral purpose.

C. Authorized User Proprietary Rights

Except as otherwise stated herein and with the exception of any applicable third-party rights, Content and any customizations made for Authorized User's operation of the Application or for interoperability with other Authorized User's systems or applications paid for by the Authorized User, are and shall remain the sole and exclusive property of Authorized User, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any Content or customizations relating to Authorized User's business shall remain the property of Authorized User, whether or not supplied to Supplier or uploaded into the Application. Nothing in this Contract shall be construed as conveying any rights or interest in Content or customizations to Supplier. Upon termination of an order or SOW issued hereunder, Supplier agrees to either provide the Content and customizations to the applicable Authorized User, or, at such Authorized User's request, certify in writing that said Content and customizations in all formats, have been destroyed.

8. TRANSITION ASSISTANCE

Upon execution of an order or SOW pursuant to this Contract, Supplier and Authorized User will develop a transition plan ("Transition Plan") detailing each Party's respective tasks for the orderly transition and migration of (i) all Content stored by Supplier pursuant to such order or SOW to Authorized User's archive and/or to a system or application maintained by Authorized User or a third party application service provider and agreed in writing by Authorized User and Supplier, (ii) the Application and Licensed Services to Authorized User or a third party service provider when such transition and migration to occur upon termination or expiration of the Contract or the order or SOW.

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order or SOW for any reason, Supplier will return all Content in the format it was received, unaltered, to the Authorized User. In addition, Supplier will, at Authorized User's option,

continue to provide Licensed Services for up to six (6) months after the date of expiration or termination of such order or SOW in order to facilitate Authorized User's transition to a new service provider. Supplier shall also provide such reasonable assistance as may be requested by Authorized User to effectuate such transition. Such assistance will be at the rates forth in Exhibit B.

Supplier shall, within thirty (30) days of expiration, completion, or termination of this Contract or any order or SOW issued hereunder, provide to all affected Authorized Users a complete set of all Content provided to Supplier by the relevant Authorized User and/or its Application Users and stored by the Application on behalf of such Authorized User. Supplier's failure to do so shall constitute a material breach of this Contract and, in addition to the remedies set forth in this Contract, VITA or the affected Authorized User may exercise all available rights and remedies under law and equity.

The obligations set forth in this section and in any Transition Plan developed pursuant to an order or SOW issued hereunder may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall perform such obligations at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall perform such obligations at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

9. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES

A. Licensed Services Commencement Date

The Supplier shall begin delivery of Licensed Services on the date requested by the Authorized User and agreed to by the Supplier in an order or SOW. An Authorized User may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

B. Acceptance

The Application shall be deemed accepted when the Authorized User reasonably determines that such Authorized User and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Users. Such Authorized User agrees to complete Acceptance testing within five (5) business days after receiving written notice from Supplier of the ability of such Authorized User and its Application Users to access the Application, or within such other period as set forth in the applicable order or SOW. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: <http://www.doa.virginia.gov/> or a successor URL(s). If the Authorized User is a private institution listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) business days following the Acceptance testing period, the Service shall be deemed Accepted.

C. Cure Period

If during the Acceptance test period, Authorized User is unable to access the licensed functionalities of the Application, Supplier shall provide Authorized User with such access, and such Authorized User's Application Users with their required access, within seven (7) days of written notice of inability to access, or as otherwise agreed between the Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to provide access to the licensed functionalities of the Application, such Authorized User may, in its sole discretion: (i) reject the Application in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Application access with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

If the Authorized User and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Supplier shall be deemed in default of the order or SOW. In the event of such default, the Authorized User may, at its sole discretion,

terminate its order or SOW, in whole or in part, for the Licensed Services to be provided thereunder by Supplier.

10. RECORDS AND AUDIT

Supplier shall maintain accurate records and other evidence pertaining to the costs and expenses for all Licensed Services performed/delivered under any order or SOW issued pursuant to this Contract in support of its charges invoiced to Authorized User. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with such order or SOW. In addition, Supplier shall maintain accurate records of the Licensed Services, including but not limited to, the "Uptime" and "Downtime" as set forth in the Supplier Responsibilities Section. Authorized User shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order(s) or SOW(s). Supplier shall preserve such records for three (3) years after termination/completion of the Licensed Services agreed to under this Contract or any order or SOW issued hereunder.

11. APPLICATION AND LICENSED SERVICES SUPPORT

Refer to Exhibit X, Attachment 1.

A. Application Evolution

Should Supplier merge or splinter the Application previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

12. SERVICE LEVELS AND REMEDIES

A. Availability

Supplier's failure to make the Licensed Services Available to Authorized User and its Application Users at least 99% of the time in any given month during the term of such Authorized User's order or SOW, excluding scheduled maintenance or excusable downtime, shall be deemed a service level default ("Service Level Default") and Authorized User may obtain the non-exclusive remedies set forth in the Contract. For purposes of this Contract, "Available" means that Authorized User and its Application Users are able to access all features and functions of the Application and Licensed Services required by Authorized User, including but not limited to the Application and Supplier Product.

In the event Authorized User is eligible for a 100% Service Level Credit under this Section during any given month of the term of such Authorized User's order or SOW, Authorized User may terminate such order or SOW without penalty upon written notice to Supplier and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Contract.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after VITA or an Authorized User has given notice of termination pursuant to the Term and Termination section of this Contract or due to non-appropriation of funds, or Authorized User has made final payment to Supplier for the Application and Licensed Services and no further invoices shall issue as a result, Supplier shall refund to Authorized User the amount of the appropriate Service Level Credit due for the period of default.

B. Provisioning

Incremental adds, moves or reductions in the scope of the Licensed Service (e.g., USERIDs), shall be completed within one (1) business day of a written request (including e-mail or submission to Supplier's provisioning website) from an Authorized User's designated Administrator. In the event that provisioning is not made available within one (1) business day of the request, a credit for the incremental amount of the revision shall be applied against the next invoice for 1/30th of the corresponding pro-rated amount.

C. Reporting

Once each calendar month during the term of an order or SOW issued pursuant to this Contract, Supplier may, as defined in the applicable SOW, provide Authorized User with a written report that shall contain information with respect to the performance of the Application and Licensed Services. Such report, unless otherwise agreed upon by the Parties, shall be in conformity with the reporting Supplier provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to the Authorized User. Representatives of Supplier and Authorized User shall meet as often as may be reasonably requested by either Party, but no less often than once each calendar quarter, to review Supplier's performance of Licensed Services and the performance of the Application and to discuss technical plans, financial matters, system performance, service levels and for any other matters related to this Contract or such Authorized User's order or SOW that may be reasonably requested by either Supplier or Authorized User. Authorized User may independently audit the report at its expense no more than two (2) times annually.

D. Failure to Meet Service Level Commitments

In the event that such Application fails to meet the Service Levels specified herein, Supplier will: (i) promptly replace the Application with an Application that conforms to this Contract and such specifications; (ii) repair the Application, at Supplier's expense, so that it conforms to this Contract and such specifications; or (iii) refund to Authorized User all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Supplier fails to comply with these remedies, Authorized User may exercise all available rights and remedies under law and equity.

E. Reserved

13. CYBER SECURITY LIABILITY INSURANCE

In addition to other insurance coverage requirements in the Contract, Supplier shall carry Cyber Security Liability insurance coverage in the amount of \$5,000,000 per occurrence.

14. RESERVED

15. GENERAL WARRANTY

A. Licensed Services, Application and Documentation

Supplier warrants the following with respect to the Licensed Services and the Application:

i). The Application is pursuant to a particular Request for Proposal ("RFP"), and therefore such Application shall be fit for the particular purposes specified by VITA in the RFP and in this Contract. Supplier is possessed of superior knowledge with respect to the Application and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Licensed Services, including the Application.

ii). Supplier represents and warrants (i) that it shall perform the Licensed Services in conformity to the specifications set forth in Exhibit A in a professional and workmanlike manner and (ii) that the Licensed Services shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.

iii). Supplier warrants that the Application and Licensed Services will conform in all material respects to the Requirements set forth in this Contract and any order or SOW issued hereunder. Supplier warrants that the Application Licensed Services will conform to the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Supplier Product. Supplier also warrants that such Application and Licensed Services are compatible with and will operate successfully when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

iv). The Application provided hereunder is at the current release level unless an Authorized User specifies an older version in its order or SOW;

v). No corrections, work arounds or future Application releases provided by Supplier shall degrade the Application, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

vi). Supplier warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and Documentation by Supplier will be compatible with, and will not materially diminish the features or functionality of the Application, Licensed Services and/or Supplier Product when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

vii). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and utilize fully the Application without reference to any other materials or information.

B. Privacy and Security

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Supplier agrees to notify VITA of any occurrence of such as soon as possible after discovery and provide VITA with fixes or upgrades for security vulnerabilities within 90 days of discovery.

C. Operating System and Software Supportability

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Supplier, or its Subcontractors, partners and third-party providers.

D. Access to Product and Passwords

Supplier warrants that the Application and Licensed Services do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of any Authorized User or its Application Users. In addition, Supplier warrants that Authorized User and its Application Users will be provided commercially reasonable uninterrupted access to the Application. Supplier also warrants that it will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Authorized User and its Application Users during the term of this Contract or any order or SOW issued hereunder. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

16. RESERVED

Supplier has no Acceptable Use Policy or any other terms that Authorized Users must agree to. No other terms and conditions outside of this Contract are authorized.

About This Document

This document contains the ECaTS service offering and Service Level Agreements for the proposed services. SLA's contained herein refer to unplanned outages and the measures and objectives set forth in these SLA's are not in force when at least 24 hours notice is provided. Notice of down time would be considered a scheduled outage and is exempt from SLA consideration.

1 ECaTS Services Offering

ECaTS will offer three separate licensable services that are: 1) ECaTS (Emergency Call Tracking System) Management Information System, 2) the ECaTS Wireless Analysis System and 3) the ECaTS Real-Time Monitoring and Dashboard System, 4) ECaTS Text-to-9-1-1 Reporting and Processing Service and 5) ECaTS i3 Logging and ESINet (Emergency Services Internetwork) Analytics.

1. ECaTS Management Information System (ECaTS)

The ECaTS reporting system is the primary service offering to the public safety community and makes up the core component of the service offering. All services require the deployment of ECaTS to operate. ECaTS requires the deployment of a data collection sensor known as a Remote Data Distribution Module (RDDM) at each public safety answering point (PSAP) that wishes to utilize the service. Deployment of the RDDM also requires the ability to obtain network connectivity from the PSAP in order to manage the device and receive the data collected for reporting. Below are the pre-requisites required to obtain the ECaTS service as well as the standard and management reporting that is available when the service is deployed.

Prerequisites

1. Customer Premise Equipment (CPE) with the ability to output Call Detail Records (CDR) either via RS-232 Serial Feed or via an IP feed (which may require a conversion using an IP to serial converter device, such as TS-4 from Digi)
2. ECaTS RDDM connected to the CPE either via RS-232 Serial connection or an IP connection
3. IP Internet uplink for the RDDM (inbound-outbound for data and management)
4. PSAP Trunk/Line information for profiling 911 and admin call types for reporting

ECaTS includes the following preconfigured reports:

Call Summary Report

A listing of all of the calls answered and abandoned by call type (e.g. "9-1-1" or "10 digit emergency") for each day of the selected time frame.

Calls Per Hour Report

A listing of the number of calls delivered to the CPE controller each hour of each day for the selected time frame.

Top 20 Busiest Hours Report

A listing of the top 20 busiest hours for any selected timeframe which includes the call count and average call duration for the selected period.

Average Call Duration Report

A listing of the number of calls each hour during the selected time frame with the queue time (average duration from trunk seizure at the PSAP to ring start, also known as Set-up Time), ring time (average duration from ring start to answer time, if equipment provides the required Ring Event), hold time (average duration calls are on hold during that hour), and talk time (average duration from answer time to disconnect time minus any hold time that occurred during the call, this is a pure talk time metric).

Calls by Circuit Report

A listing of the number of calls received on each circuit each day during the selected timeframe.

Circuit Utilization Report

A statement of the percentage of time that a given number of incoming trunks were engaged at the same time within each trunk group (trunk groups are defined by each PSAP). This report provides statistics on trunk groups allowing management to identify trunk groups that are over or under trunked.

PSAP Answer Time Report

A statement of the number of calls that were answered in 10 seconds or less, 20 seconds or less, and other answer times for each hour of the selected timeframe. The summary information includes the number of calls in each answer time category and the percentage for each category. Answer time is computed between Call Seizure and call Taker Answer times.

Call Taker Ring time Report

CPE Equipment that provides a ring time event will be able to measure call taker ring time by measuring the time between the ring event and the answer event. For the equipment that does not have this event, a false ring time factor can be introduced to simulate a single ring (usually 2 seconds) or if this is not used this report would match the PSAP answer time and measure from seizure to answer.

Last 12 Months Answer Time Report

Provides summary information for each month within a 12 month period including the number (and corresponding percentage) of calls answered in 10 seconds or less.

Class of Service Report

A listing of the number of calls for the selected timeframe broken down by a selected subset of classes of service from the ALI data string such as business (BUSN), residential (RESN), Centrex (CNTX), PBX, pay phone, VoIP, or wireless phase 1 (WPH1/W911) or phase 2 (WPH2).

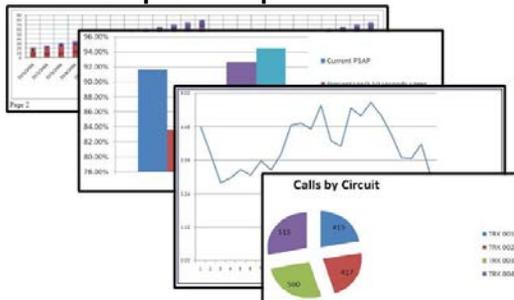
Call Transfer Report

Provides details regarding every call that was transferred to or from the PSAP during the selected timeframe. Details include ANI information, trunk seizure time of call(s) at each PSAP and other relevant call information. All PSAPs must be participating in the ECATS program to show up on the Transfer report, any secondary that is not in the ECATS system would not appear in this report. In order to maximize call transfer report accuracy, all participating PSAPs must synchronize their system clocks with an industry standard network clock service or device. In addition, this report provides PSAP-to-PSAP transfers and does not include internal station-to-station transfers.

Initial Station Total Calls Report

A listing of the number of calls received each hour at each answering position during the selected timeframe. Requires the source data to include the station identifier for each answered call.

Graphical Capabilities



The product supports a wide range of graphical representations of the data being showcased in each report. Although the system will dynamically select the most appropriate graph type based on the data being reported, each user has the ability to change the graph type before the report is generated. Currently ECATS supports line bars, pie charts, life graphs and stackable bars. Additional graphical support is currently being added to the application for the next version of the

product.

Management Reports

In addition to the Call Statistics Report usually found in 911 MIS packages, ECaTS brings a wide range of Management Reports. These types of reports specifically address the analytical requirements of PSAP, County and State Managers across the industry. Management reports are available to selected authorization levels that provide tools necessary to identify areas and issues that require management attention.

ECaTS includes the following management reports:

- Trunk Group Utilization Report – This report provides an in-depth analysis of call volume per trunk and trunk group. PSAP Managers and State/County coordinators can review and determine if PSAP trunks are being utilized at appropriate rates (for example: are they hunting correctly, are they reaching capacity resulting in possible busy signals, etc.)
- Speed of Answer Report – This report provides a clear scorecard of PSAP answering performance while clearly isolating those PSAPs that meet the NENA 90/10 rule – 90% of the calls should be answered by each PSAP in 10 seconds or less.
- Daily and Monthly Outage – These reports provide information regarding up-time and availability for data collection and ALI. Do you know how often ALI is down? Do you know if the PSAP is up/down or what the status of the CPE equipment is? This tool provides immediate escalation for PSAP/CPE down condition including escalation to the Telco if required.
- Redirected Wireless Calls – This report provides a statistical analysis on all wireless tower faces whereas more than 75% of calls picked up by a particular wireless face are consistently being transferred to another PSAP. This information is typically symptomatic of misrouted wireless calls. Getting these issues corrected can greatly improve PSAP efficiency and call taking results.
- 10-digit Emergency Call Report - A listing of the 10-digit emergency circuits that exceed a predetermined level of utilization as a percentage of total 9 1 1 and 10-digit emergency calls.
- Unparsed Data - A listing of the raw data for each call that failed to meet predetermined business rules for their specific CPE manufacturer (i.e., raw data reflects disconnecting the call multiple times even though it is only answered once) or had a problem with the RAW data which prevented it from being parsed (ex: call record cut off or interference in the data stream causing corruption).
- Class of Service Summary Report - A listing of the number of calls per class (business, residential, wireless, etc.) for each PSAP in the selected group during the selected month.
- User Login Report - A report listing the date and time a user last logged into the system

Ad-Hoc Reports

The Ad-hoc reporting module provides an intuitive interface with check boxes and drop-down lists for generation of analytical reports directly out of the high-speed SQL databases. For example, a PSAP County Manager may want to analyze the impact of VOIP calls within their County. This report can simply be generated by selecting those fields that need to be included in the report, then selecting a date range and finally setting the ALI Class type to VOIP. The reader should note that all fields are drop downs populated only by valid choices existing in the database. If there were no calls of type "VOIP" for the selected county, this choice would simply not exist in the drop down list. This ensures that users are not confused by typical values, but are only presented with valid information that is pertinent to the specific data set they are working on.

Another example could be an in-depth analysis of Wireless Phase 2 calls. For instance, a State Analyst could ask the system to provide a listing of all Wireless Phase 2 calls that were abandoned for the entire State during the last 12 months. If the subset of data in the report was too large, the user may want to narrow down the list to those abandoned calls that were put on hold for a time greater than 5 seconds. Continuing the same analogy, the user could then narrow the report further for those calls that came in from Verizon Wireless or a Pre-paid Card Service Provider.

2. ECaTS Wireless Analysis System

The ECaTS wireless analysis system is a licensed feature of the ECaTS reporting platform and provides both technical and routing analysis of individual cell sectors delivering calls to a public safety answering point (PSAP).

System Requirements/Pre-requisites:

1. ECaTS Core System
2. Carrier Routing Sheets (per carrier/PSAP)
3. PSAP Shape Files
4. Star Code Mapping (what each star code maps to)
5. 10/7-Digit Dialing Mapping (what each 10/7 digit number dials)

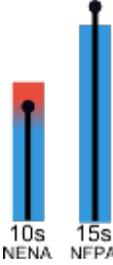
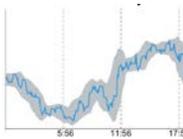
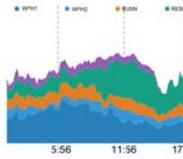
Deployment of the Wireless Analysis System will enable participating PSAPs to perform the following analysis of the wireless sectors providing call delivery to the PSAP:

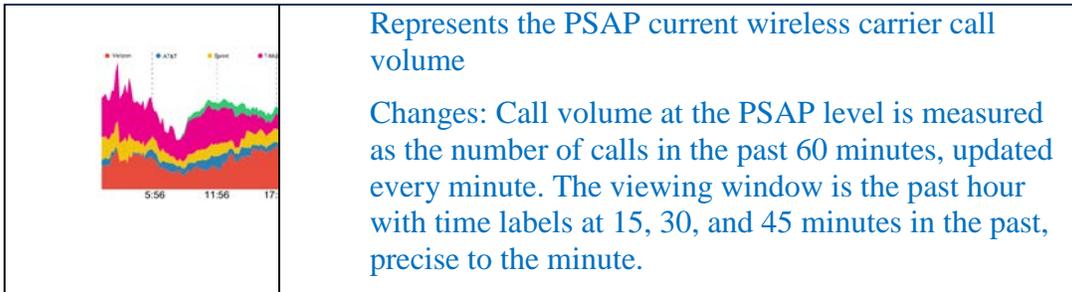
1. Auditing and Validation of Carrier Supplied Routing Sheet Data (ability to issue updates)
2. Confirmation of correct information contained in the automatic location identification (ALI) data sent to the PSAP.
3. Understanding of Primary-to-Primary transfer chains
4. Optimization of wireless sector routes for improved call delivery/service

3. ECaTS Real-Time Monitoring and Dashboard System

The ECaTS Real-Time monitoring and dashboard system provides another tool for monitoring and understanding the health of the public safety911 and PSAP infrastructure. This tool has been designed to provide a real-time view of all PSAP's and their current operating situation: Call timing, classes of service, carrier delivery as well as an aggregate view combining each PSAP to show the same statistics for a region, county, etc. The real-time monitoring and dashboard system requires the ECaTS Core system (item 1 above) but no other requirement it needed to use this system. The widgets and data available on the dashboard is described below.



Field	Description
<p>PSAP Name</p> <p>951</p>	<p>Represents the name of the PSAP and its FCC ID</p>
 <p>13% Abandoned</p>	<p>Represents the Abandoned call visualization for the PSAP as Changes: The abandoned percentage at the PSAP level is calculated over the past 60 minutes and updated every minute.</p>
 <p>10s NENA 15s NFPA</p>	<p>Represents the current answer time thresholds being met for both NENA and NFPA standards</p> <p>Changes: The percentage of calls answered in less than 10 or 15 seconds at the PSAP level is calculated over the past 60 minutes and updated every minute.</p>
 <p>Duration 65s Answer 8s Queue 3s</p>	<p>Represents the current state of Duration, Answer Times and Queue times and any alerts for those timings</p> <p>Changes: The current averages at the PSAP level are calculated over the past 60 minutes and updated every minute.</p>
	<p>Represents the PSAP call volume</p> <p>Changes: Each data point at the PSAP level represents the number of calls in the past 60 minutes (calls per hour), updated every minute. The viewing window is the past hour with time labels at 15, 30, and 45 minutes in the past, precise to the minute.</p>
	<p>Represents the PSAP current class of service call volume</p> <p>Changes: Call volume at the PSAP level is measured as the number of calls in the past 60 minutes, updated every minute. The viewing window is the past hour with time labels at 15, 30, and 45 minutes in the past, precise to the minute.</p>



4. ECaTS Text-To-9-1-1

ECaTS provides Text-To-9-1-1 Reporting for all major providers and can also provide over the top texting solutions to process and handle Text-To-9-1-1 calls. The base ECaTS reporting system provides over ten standard text-to-9-1-1 reports which include transcript and carrier reporting.

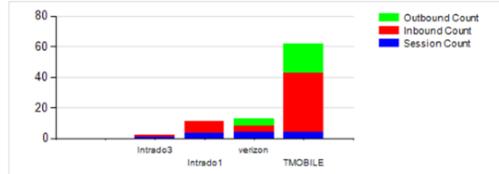
Some report samples (Calls by Carrier and Transcript Report) are presented below:

1. Messages Per Hour By Carrier

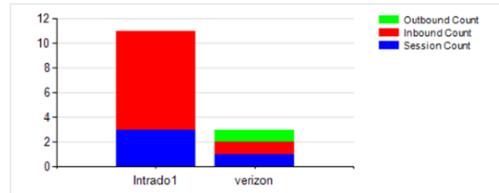
The Messages per Hour by Carrier report provides a metric by Carrier of the total number of sessions as well as sent/received messages. When combined with a stacked bar graph, visualization of the popular carriers is very clear. The report breaks data out per hour with a final summary report at the beginning.

Messages Per Hour By Carrier		Report Date:	03/30/2015 18:43:52
PSAP 1		Report Date From:	02/01/2015
1234 Long View St		Report Date To:	02/28/2015
Gotham, CA	County: Longview	Call Type:	All
Agency Affiliation:	Police	Agency Affiliation:	All
PSAP Size:	Small	PSAP Size:	All

Overall Totals			
Carrier	Number of Sessions	Number of Inbound Messages	Number of Responses
Intrado 3	3	8	0
Intrado 1	1	1	0
TMOBILE	4	39	19
Verizon	4	4	5
Grand Totals	12	52	24



10:00			
Carrier	Number of Sessions	Number of Inbound Messages	Number of Responses
Intrado1	3	8	0
Verizon	1	1	1
Totals	4	9	1



2. Session Transcript

The session transcript report provides a complete transcript for each Text-to-911 session. The report features one record per session. Each record includes the session start and end times, as well as the total number of messages and overall duration seconds. The remainder of the record features the text for each message, as well as the mobile dialing number (MDN) and the operator name for each message. All sessions that started during the selected date range will be included in output.

Session Transcript		Report Date:	03/30/2015 18:11:56
PSAP 1 1234 Long View St Gotham, CA		Report Date From:	03/01/2015
County: Longview		Report Date To:	03/30/2015
Agency Affiliation:	Police	Agency Affiliation:	All
PSAP Size:	Small	PSAP Size:	All
Session Start: 3/1/2015 8:45:29 AM		Session End: 3/1/2015 10:21:32 AM	
Total Messages: 2		Session Duration: 5,763 seconds	
Help me! I am being chased.			
MDN: 123-456-7894	3/1/2015 8:45:29 AM		
		what is your location? Operator: Console 1 3/1/2015 8:46:19 AM	
Session Start: 3/5/2015 11:16:02 AM		Session End: 3/5/2015 11:26:07 AM	
Total Messages: 8		Session Duration: 605 seconds	
Is this 911? MDN: 156-456-1564 3/5/2015 11:16:02 AM			
Are you getting this? MDN: 156-456-1564 3/5/2015 11:16:25 AM			
		Hello, you have reached 911. What is your location? Operator: Console 2 3/5/2015 11:17:21 AM	
		What is your location? Operator: Console 2 3/5/2015 11:22:56 AM	
		You have reached 911, is this an emergency? Operator: Console 2 3/5/2015 11:23:48 AM	
Yes, I am outside the 7-11 MDN: 156-456-1564 3/5/2015 11:23:57 AM			
		On the corner of 5th and Sunset? Operator: Console 2 3/5/2015 11:24:51 AM	
		tell me your exact location and I will send you help Operator: Console 2 3/5/2015 11:26:05 AM	

5. ECaTS i3 Logging and ESINet Analytics

ECaTS is a Next Generation 911 reporting and analytics platform and supports the current logging specification for all next generation functional element logging. ECaTS can provide an end-to-end analysis of call flow as well as ESINet health using a combination of real-time and near-real time data sources to generate a complete understanding of the next generation system.

ECaTS i3 Logger supports the following web services for log replication:

1. RetrieveLogEvent
2. ListEventsByCallId
3. ListEventsByIncidentId
4. ListCallsByIncidentId
5. ListIncidentsByDateRange
6. ListIncidentsByLocation
7. ListIncidentsByDateAndLocation
8. ListCallsByDateRange

9. ListAgenciesByCallId

10. ListAgenciesByIncidentId

Reporting for next generation 911 and the ESINet is provided through the ECaTS standard reporting interface, ad-hoc interface, management interface and dashboard system

The service level agreements presented in the following section address each functional area of the ECaTS service and the policies and procedures for escalation and resolution when problems are detected in the system. Unless otherwise specified, all coverage hours for resolution occur during ECaTS standard operating hours which are Monday - Friday 8:00am - 5:00pm Pacific Time.

2 Service Availability – Data Collection

Definition:

Data should be collected from each public safety answering point (PSAP) on a 24 hours-a-day, 7 day-a-week basis via the ECaTS PSAP Remote Data Distribution Module (RDDM) Sensor. This device is able to buffer collected data in the event of a network outage and is designed to ensure guaranteed delivery of all collected data from the PSAP. Data collected at the PSAP is defined as any data source that feeds into the RDDM.

Measurement Process

Monthly uptime percentage is calculated by dividing the total hours of data collected by the total hours available in the month.

In the event the PSAP data was collected at experiences an outage or customer premise equipment (CPE) failure resulting in the loss of data acquisition to the RDDM caused by the outage, the data collection calculation will exclude the outage timeframe.

Objective

Data for each PSAP shall be collected each month for at least 99% (43m 49s of unscheduled downtime) of the available hours.

Escalation

The ECaTS Field Intelligence Support team is the primary point of escalation for issues related to data collection. This group is also a pro-active group and will also reach out to the PSAP when data collection alarms are detected. To escalate to this group a direct toll free phone call to the Field Intelligence Team can be made at 1-885-284-8181 or an email escalation to fissupport@ecats911.com.

3 Service Availability – Reporting System

Definition:

ECaTS is a reporting system, and the reporting system is expected to be available to the all users during business hours using nothing more than a standards compliant web browser such as Chrome, Firefox, Safari (note: IE is not standards compliant, and is supported; however, some display artifacts may occur as a result of IE being non standards compliant).

Measurement Process

Monthly uptime of the reporting system will be calculated by dividing the total number of Business Hours that the reporting system is available by the total number of Business Hours scheduled during the month.

Objective

The objective is for the reporting system to be available to all users at least 99% (43m 49s of unscheduled downtime) of all business hours.

Escalation

The ECaTS Client Communications Specialist (CCS) team is the primary point of escalation for issues related to system availability. This group is also a pro-active group and will also reach out to the PSAP when system availability has been compromised. To escalate to this group a direct toll free phone call to the CCS can be made at 1-885-284-8181 or an email escalation to support@ecats911.com.

4 Response Times – Data Collection Outage Reporting

Definition:

ECaTS manages and monitors the installed sensor (RDDM) using a series of custom systems that provide health information to the ECaTS cloud a minimum of every five (5) minutes (configurable to real-time). Health of the sensor and availability of source data collection are critical to proper ECaTS function. Notification to stakeholders of a collection problem either at the ECaTS sensor or data collection interface is critical to ensure all parties are aware and involved when a data collection outage occurs.

Measurement Process

The ECaTS system will raise real-time alerts when data collection issues occur. The following alerts are considered data collection alerts:

1. CPE Disconnect - occurs when control leads with an RS-232 interface detect a zero voltage level
2. Heartbeat – occurs when there is a missed heartbeat payload from the RDDM which indicates connection between the ECaTS cloud and the RDDM has been compromised (this does not mean data loss, as the device will buffer)

Objective

ECaTS Field Intelligence Support personnel will contact the project stakeholder or PSAP contact within four (4) hours of an event detected during coverage hours if the event has not cleared. If necessary a repair visit will be scheduled to resolve any problem with ECaTS equipment.

Escalation

The ECaTS Field Intelligence Support team is the primary point of escalation for issues related to data collection. This group is also a pro-active group and will also reach out to the PSAP when data collection alarms are detected. To escalate to this group a direct toll free phone call to the Field Intelligence Team can be made at 1-885-284-8181 or an email escalation to fissupport@ecats911.com.

5 Response Times – PSAP Alert Outage Reporting

Definition:

ECaTS is also able to provide pro-active alerting to any PSAP in the ECaTS network. Real-time analysis of the collected data is always occurring and when a variance is detected alerts are raised that may indicate a problem with systems at the PSAPs.

Measurement Process

The ECaTS system will raise real-time alerts when PSAP call handling related issues occur, the following alerts are considered PSAP alerts

1. Low Call Volume (LCV) – This alert is raised when the current computed call volume has fallen below a seven (7) week moving average, which could indicate a call delivery problem to the PSAP.
2. No Automatic Location Identification (ALI) Detected – This alert is raised when a concurrent number of configured failed ALI requests is detected, current default is ten (10) concurrent missing ALI records.

Objective

ECaTS Field Intelligence Support personnel will contact the project stakeholder or PSAP contact within at least four (4) hours of an event if the event has not cleared.

Escalation

The ECaTS Field Intelligence Support team is the primary point of escalation for issues related to data collection. This group is also a pro-active group and will also reach out to the PSAP when data collection alarms are detected. To escalate to this group a direct toll free phone call to the Field Intelligence Team can be made at 1-885-284-8181 or an email escalation to fissupport@ecats911.com.

6 Analytics – Data Accuracy

Definition:

ECaTS is a service based analytics system. Trust in the data and accuracy in any generated report or analysis is critical for users to be able to make informed decisions. ECaTS provides complete open visibility of all collected data sources (raw data) and the corresponding analytics that are driven from this data will always align 1:1 with the source and report. ECaTS uses a series of manual and automated processes to ensure accuracy in all results obtained from the analytics system.

Measurement Process

ECaTS uses a process known as *System Acceptance* to ensure that all data collected by the system is accurately reflected in any analytics subsystem (ex: Ad Hoc, Standard Reports, Management Reports) output. The method used for system acceptance involves aligning the collected data with reporting output and manually validating a 1:1 alignment of the data with the system output.

System Acceptance is an ongoing process and is part of the ECaTS service to ensure accurate output from the analytics system

Objective

ECaTS will notify the stakeholder or designated primary contact in the event a mismatch of the system acceptance has occurred. In the event an adjustment needs to be made to the system to resolve the situation, data can be reparsed as far back as is required to align current and historical reporting as directed by the stakeholder or primary contact.

Escalation

The ECaTS Client Communications Specialist (CCS) team is the primary point of escalation for issues related to report accuracy. This group is also a pro-active group and will also reach out to the PSAP when report accuracy is in question. To escalate to this group a direct toll free phone call to the CCS can be made at 1-885-284-8181 or an email escalation to support@ecats911.com.