Commonwealth of Virginia
Virginia Information Technologies Agency

# RECRUITMENT MANAGEMENT SYSTEM & APPLICATION SERVICE PROVIDER SOLUTION

| | |
|---|---|
| Date: | October 14, 2015 |
| Contract #: | VA-101206-PPA |
| Authorized User: | All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia* |
| Contractor: | PeopleAdmin<br>816 Congress Avenue<br>Suite 1800<br>Austin, TX 78701 |
| FIN: | 74-2941301 |
| Contact Person: | John Tobin<br>Phone: 512-977-5831<br>Fax: 512-233-2731<br>Email: john.tobin@peopleadmin.com |
| Term: | December 6, 2015 – December 5, 2016 |
| Pricing: | Exhibit B |
| Payment: | Net 30 days |

For Additional Information, Please Contact:

Contract Information:
Virginia Information Technologies Agency
Supply Chain Management

Amy Holschuh
Strategic Sourcing Specialist
Phone: 804-416-6164
E-Mail: amy.holschuh@vita.virginia.gov
Fax: 804-416-6361

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

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

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

**CONTRACT # VA-101206-PPA**
**CONTRACT CHANGE LOG**

| Change No. | Description of Change | Effective Date |
|---|---|---|
| 1 | Mod 1 adds the following items to Table 2 of Exhibit B, Application Options List; Fees, Licensed Service Charges, and Payment Schedule | 10/08/13 |
| 2 | Extends contract term | 12/06/13 |
| 3 | Mod 2 adds clauses to clarify/define certain terminology used in the contract | 08/13/14 |
| 4 | Extends contract term | 12/06/14 |
| 5 | Extends contract term | 12/06/15 |
| 6 | Updated Supplier's contact | 10/14/15 |
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# COMMONWEALTH of VIRGINIA

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

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

TDD VOICE -TEL. NO.
711

October 14, 2015

John Tobin
Peopleadmin
816 Congress Avenue
Suite 1800
Austin Texas 78701

Mr. Tobin,

Per Section 3.A. ("Term and Termination") of contract VA-101206-PPA, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from December 6, 2015 through December 5, 2016. Should you have any questions, please feel free to contact me.

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

# COMMONWEALTH of VIRGINIA

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

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

TDD VOICE -TEL. NO.
711

November 10, 2014

John Tobin
Peopleadmin
816 Congress Avenue
Suite 1800
Austin Texas 78701

Mr. Tobin,

Per Section 3.A. ("Term and Termination") of contract VA-101206-PPA, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from December 6, 2014 through December 5, 2015 Should you have any questions, please feel free to contact me.

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

**MODIFICATION NO. 2**
**TO**
**CONTRACT NUMBER VA-101206-PPA**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**PeopleAdmin**

This MODIFICATION No. 2 is hereby incorporated into and made an integral part of Contract VA-101206-PPA

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

1. Add to the definition of "Authorized Users" in Section 2 Subsection E on Contract Page 4.
   *"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at http://www.cicv.org/our-Colleges/Profiles.aspX*

2. Add to the definition of "DESCRIPTION OF LICENSED SERVICES" in Section 4 on Contract Page 7.
   "If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. *If Authorized User is a private institution, the license shall be held by that private institution."*

3. Add to the definition of "Reimbursement of Expenses" in Section 10 Subsection B on Contract Pages 11-12.
   *"If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."*

4. Add to the definition of "Indemnification" in Section 22 Subsection A on Contract Pages 22-23.
   *"In the event of settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."*

5. Add to the definition of "Dispute Resolution" in Section 27 Subsection E on Contract Pages 25-26.
   "In the event of any breach by a public body *or a private institution*, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-101206-PPA by this Modification No. 2.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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

| NAME OF SUPPLIER | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: | BY: |
| NAME: Susanne Bowen | NAME: Doug Crenshaw |
| TITLE: CEO | TITLE: VITA Sourcing |
| DATE: 7/29/2014 | DATE: 8/11/14 |

# COMMONWEALTH of VIRGINIA

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

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

TDD VOICE -TEL. NO.
711

November 6, 2013

John Tobin
PeopleAdmin

Per Section 3.A. ("Term and Termination") of contract VA-101206-PPA, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from December 6, 2013 through December 5, 2014. Should you have any questions, please feel free to contact me.

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

# MODIFICATION NO. 1
# TO
# CONTRACT NUMBER VA-101206-PPA
# BETWEEN THE
# COMMONWEALTH OF VIRGINIA
# AND
# PEOPLEADMIN

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-101206-PPA.

The purpose of this Modification is to:
Update the Contract's Pricing Schedule, Exhibit A:

1. Add the following items to Table 2 of Exhibit B, Application Options List; Fees, Licensed Service Charges, and Payment Schedule (attached hereto).

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-101206-PPA by this Modification No.1.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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

| PEOPLEADMIN | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: [signature] | BY: [signature] |
| NAME: Susanne Bowen | NAME: Amy Pierce |
| TITLE: CEO | TITLE: Strategic Sourcing Consultant |
| DATE: 10/4/13 | DATE: 10/8/13 |

# Statewide Recruitment Management System
# Application Service Provider Solution Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

PeopleAdmin

# STATEWIDE RECRUITMENT MANAGEMENT SYSTEM
# APPLICATION SERVICE PROVIDER CONTRACT
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# STATEWIDE RECRUITMENT MANAGEMENT SYSTEM
# APPLICATION SERVICE PROVIDER CONTRACT

THIS STATEWIDE RECRUITMENT MANAGEMENT SYSTEM APPLICATION SERVICE PROVIDER 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 PeopleAdmin (Supplier), a corporation headquartered at 816 Congress Ave, Suite 1800, Austin, TX 78701, to be effective as of December 6, 2010.

## 1. PURPOSE

This contract is to provide, implement, maintain, and host a Statewide Recruitment Management System. This Contract sets forth the terms and conditions under which Supplier agrees to provide the Licensed Services, including access to the Application(s), and any related products and services to the Authorized Users and to any Application Users as required by such Authorized Users.

## 2. DEFINITIONS

### A. Acceptance

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

### B. Agent

Any third party independent agent of any Authorized User.

### C. Application

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

### D. Application Users

Application Users shall include, as specified in the applicable 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.

### E. Authorized Users

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

### 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. Any information provided by an Application User which type of information is designated by the Authorized User as "Confidential" or "Proprietary" or which information is otherwise reasonably identifiable as the confidential or proprietary information of the Application User providing such information.

**H. 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 to Supplier in connection with this Contract.

**I. Documentation**
The Supplier's user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates describing the Application, Licensed Services and Supplier Product provided to Authorized User, in printed and/or electronic form.

**J. Electronic Self-Help**
Any use of electronic means to exercise Supplier's license or service termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any order placed hereunder.

**K. 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.

**L. Party**
Supplier, VITA, or any Authorized User.

**M. Requirements**
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Licensed Services and Application as set forth in the applicable Statement of Work, Exhibit A and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder.

**N. Statement of Work (SOW)**
Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing the Licensed Services, including access to the Application(s), to an Authorized User and its designated Application Users) which, upon signing by both Parties, shall be deemed a part of this Contract.

**O. 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.

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

**Q. Update**
As applicable, any update, modification or new release of the Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost.

**R. Web Site**
The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the applicable SOW (or any successor URL(s)).

## 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 may, in its sole discretion, extend this Contract for up to five (5) additional one (1)

year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period not less than thirty (30) days prior to the expiration of any current term. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Supplier has completely rendered the Licensed Services pursuant to such order or SOW.

**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. In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit for resolution any contractual dispute or order dispute to VITA, or any dispute regarding an order terminated by an Authorized User to such Authorized User, according to the terms of the Dispute Resolution Section of this Contract.

**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. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

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

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order or SOW, in whole or in part, or an Authorized User may terminate its 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 Licensed Services rendered or Application components delivered by Supplier prior to the termination date.

In the event of a Termination for Breach or Termination for Default, the affected Authorized User(s) shall not be liable for any cost related to the terminated Contract, order, SOW, or portion thereof. Supplier shall accept return of any products or software provided to the affected

Authorized User(s), and Supplier shall refund any monies paid by any affected Authorized User for Licensed Services not accepted by such Authorized User pursuant to the Contract, order, SOW, or portion thereof terminated for breach and/or default. All costs of de-installation and return of product or software shall be borne by Supplier.

**F. Contract Kick-Off Meeting**

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

**G. Contract Closeout**

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

## 4. DESCRIPTION OF LICENSED SERVICES

During the term of any order issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order 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.

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 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.

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 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 shall supersede and govern licensing and use of all products and services hereunder.

## 5. 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 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 ten (10) 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 6:00 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 network failure up to, but not including, the interconnection point of Supplier's network to the public switched telephone network.

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 in accordance with Section 13. Such credit will be issued in the month immediately following the failure.

viii). Supplier shall be required to back up Content on a daily basis and shall retain the backed-up Content on a separate and dedicated secure server. Only Content supplied by or to an Authorized User may reside on such server. Authorized User reserves the right to request a copy of such back-up Content at any time.

In addition, and at no additional cost to Authorized Users, Supplier shall provide access to additional Updates, features, and functionalities of the Application as are provided by Supplier to other customers of Supplier who require functionality similar to that of the Application provided to Authorized Users. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Supplier website (Updates, features and functionalities are provided across all users as they become available)

### 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 in any order issued hereunder; and (iii) otherwise

support the Application as provided under this Contract and any exhibits hereto or as agreed in any order issued hereunder.

**6. 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 USERID's 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 USERID's at its sole discretion.

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.

**7. CONTENT SECURITY**

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components, to be provided by Supplier as part of its performance under this Contract in accordance with best industry practices in order to prevent unauthorized access to and use or modification of, and to otherwise protect, the Application and Content. Supplier shall, at a minimum, implement the following procedures designed to protect the 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. 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). Supplier's maintaining and following a disaster recovery plan designed to maintain Application User access to the Application and Licensed Services, and to prevent the unintended destruction 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. 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;

vii). Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section;

viii). Regular testing of the systems and procedures outlined in this Section; and

ix). Audit controls that record and monitor Application and Licensed Services activity continuously.

x). Failure by Supplier to use best industry practices in fulfilling these security obligations shall eliminate any limitation of Supplier's liability to VITA, Authorized Users, or third parties, including the limitation on lost profits and consequential damages.

## 8. PROPRIETARY RIGHTS

### A. Supplier's Proprietary Rights

Except as otherwise stated herein, as between VITA and Supplier, 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 and shall remain 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.

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 Application output generated by the Application User using the Application and pursuant to the permissions set forth in the applicable Authorized User's order.

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 is 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 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 to Supplier. Upon termination of an order issued hereunder, Supplier agrees to either provide the Content to the applicable Authorized User, or, at such Authorized User's request, certify in writing that said Content in all formats, have been destroyed.

## 9. 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 in connection with the orderly transition and migration of (i) all Content stored by Supplier pursuant to such order to Authorized User's archive and/or to a system or application maintained by Authorized User or a third party application service provider and, if applicable and agreed in writing by Authorized User and Supplier, (ii) the Application and Licensed Services to Authorized User or a third party service provider, such transition and migration to occur upon termination or expiration of the Contract or the applicable order.

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order for any reason, Supplier will return all Content in its possession to the Authorized User in a format accessible without the use of Supplier's Application and, at Authorized User's option, continue to provide Licensed Services for up to six (6) months after the date of expiration or termination in order to facilitate Authorized User's transition to a new service provider and Supplier shall provide such reasonable assistance as may be requested by Authorized User to effectuate such transition.

In any event, regardless of whether a Transition Plan has been developed or implemented, Supplier shall, within thirty (30) days of expiration, completion, or termination of this Contract or any order 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 issued pursuant to this Contract 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.

## 10. 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. 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 Authorized User and its Application Users. Such Authorized User agrees to complete Acceptance testing within 45 (forty-five) 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. After such period, unless Authorized User notifies Supplier to the contrary, the Application shall be deemed accepted. 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/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102008.pdf or a successor URL(s). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

**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. 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. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Licensed Services to be provided thereunder by Supplier.

## 11. 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 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. 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). Supplier shall preserve such records for five (5) years after termination/completion of the Licensed Services agreed to under this Contract or any order issued hereunder.

## 12. APPLICATION AND LICENSED SERVICES SUPPORT

At any time during the term of any order issued pursuant to this Contract, Supplier shall provide the following Application Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User in order to ensue such Authorized User and its Application Users are able to access and use the Application in accordance with the Requirements.

**A. Coverage**

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

**B. Service Levels**

Within one (1) hour after a request from an Authorized User, Supplier will respond to such request for support of Licensed Services regarding the Application and Licensed Services, including Application, Supplier Product and Documentation in accordance with the procedures identified below. In each case, Authorized User may describe the problem by telephone, facsimile or electronic mail or via a web site provided by Supplier. Supplier shall use its best efforts/commercially reasonable efforts to meet Response Time and Resolution Time and other obligations under this Contract.

| Priority Levels | Definition | Resolution Time | Internal Notifications | Contact Information for Internal Escalation |
|---|---|---|---|---|
| Priority - Enhancement Request | The request is for functionality that does not match current documented specifications. | Resolution of the issue may appear in a future update of the software. | Product Management | Troy Winskowicz, Director of Product Management (512-997-2535 - twinskowicz@peopleadmin.com) |
| Priority - Project | The issue or request has far reaching scope and larger implications within your system that may require several configuration changes. (Example: Bringing Faculty Online, A new Application Type, etc.) | Resolution of the issue will be based upon the scope and nature of the request. | Client Services | Regional Client Manager (Courtney Langdon - East, Cammy Jagielski - Central, Khanh Nguyen - West) (866-389-1245 - askpa@peopleadmin.com)<br><br>Mirtha Gutierrez, Customer Support Manager (512-997-2515 - mirtha.gutierrez@peopleadmin.com)<br><br>Wayne Stribling, Vice President of Client Services (512-997-2509 - wayne.stribling@peopleadmin.com) |
| Priority 3 - Medium | The issue is not critical: no data has been lost, and the system is functioning properly. The issue has been identified and does not hinder workflow approvals, or the situation may be temporarily circumvented using an available workaround. (Example: Adding a system report, Adding a new email, etc.) | PeopleAdmin will provide their best effort for a work-around or fix within 10 business days, once the problem is reproducible. PeopleAdmin may incorporate the fix in a future update of the software. | Client Services | Regional Client Manager (Courtney Langdon - East, Cammy Jagielski - Central, Khanh Nguyen - West) (866-389-1245 - askpa@peopleadmin.com)<br><br>Mirtha Gutierrez, Customer Support Manager (512-997-2515 - mirtha.gutierrez@peopleadmin.com)<br><br>Wayne Stribling, Vice President of Client Services (512-997-2509 - wayne.stribling@peopleadmin.com) |
| Priority 2 - High | The system or application is moderately affected. Your workflow is impeded but there is no loss of data associated with the issue. There is no work-around currently available or the work-around is cumbersome. (Examples: Additional | PeopleAdmin will provide our best effort for a work-around or fix within 7 business days, once the problem is reproducible. PeopleAdmin may incorporate the fix in a future update of the software. | Client Services | Regional Client Manager (Courtney Langdon - East, Cammy Jagielski - Central, Khanh Nguyen - West) (866-389-1245 - askpa@peopleadmin.com)<br><br>Mirtha Gutierrez, Customer Support Manager (512-997-2515 - mirtha.gutierrez@peopleadmin.com) |

| | | | | |
|---|---|---|---|---|
| | Qualifying Template, Emails not working, Approval routing is incorrect etc.) | | | Wayne Stribling, Vice President of Client Services (512-997-2509 - wayne.stribling@peopleadmin.com) |
| Priority 1 – System Critical | The system or major application is not available or is seriously impacted. There is no reasonable work-around currently available. (Examples: Your site is unavailable to a large portion of your customer base; applicants are not able to submit their resume, etc.) | Upon receipt, PeopleAdmin Client Services will begin continuous work on the issue. Due to the time sensitive nature of these requests the preferred method of communication is a phone call directly to your Client Services team to assist us in gathering as much information about the issue as possible. If you do submit a request or email, please be sure to include the contact information for a customer resource that can assist with problem determination. We will provide our best effort for a work-around or fix within 48 hours, once the problem is reproducible and/or once we have identified a product defect. PeopleAdmin may incorporate the fix in a future update of the software. | Client Services Executive Team<br>IT Department | Regional Client Manager (Courtney Langdon - East, Cammy Jagielski - Central, Khanh Nguyen - West) (866-389-1245 - askpa@peopleadmin.com)<br><br>Mirtha Gutierrez, Customer Support Manager (512-997-2515 - mirtha.gutierrez@peopleadmin.com)<br><br>Wayne Stribling, Vice President of Client Services (512-997-2509 - wayne.stribling@peopleadmin.com)<br><br>Barry Cox, Vice President of IT/Development (512-997-5840 - barry.cox@peopleadmin.com)<br><br>Suzanne Bowen, CEO (512-997-2502 - suzanne.bowen@peopleadmin.com) |

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

**C. 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.

**13. SERVICE LEVELS AND REMEDIES**

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, excluding scheduled maintenance, shall be deemed a service level default ("Service Level Default") and Authorized User may obtain the non-exclusive remedies set forth below. 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.

| Service Level (Monthly) | Service Level Credit (Prorated Fees – Monthly) |
|---|---|
| Above 99% | 0 |
| 98.99 – 97% | 10% |
| 96.99 – 95% | 25% |
| 94.99 – 93% | 50% |
| Below 93% | 100% and, at Authorized User's sole discretion, termination of such Authorized User's order |

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, Authorized User may terminate such order 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.

**A. Reporting**

Annually during the term of an order issued pursuant to this Contract, Supplier shall provide Authorized User with a written report that shall contain information with respect to the performance of the Application and Licensed Services, unless otherwise agreed upon by the Parties, and 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 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 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.

**B. 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 license 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.

## 14. ESCROW AGREEMENT

Supplier shall maintain copies of all Application source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Application Flexsafe Escrow Agreement). Supplier shall maintain, in a separate escrow account for each Authorized User, copies of all Content provided by or to such Authorized User in a format accessible without use of Supplier's Application (Content Escrow Account(s)). The Content Escrow Account is attached hereto as Exhibit T (Flexsafe Beneficiary Enrollment). VITA acknowledges that, prior to the Effective Date of this Contract, Supplier delivered to VITA and VITA received a copy of the executed Application Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed Application Escrow Agreement to ensure that such Application Escrow Agreement does not impose upon the

Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Application Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of the Application Escrow Agreement. Any Content Escrow Agreement shall name as a third party beneficiary the Authorized User whose Content is kept in escrow pursuant to such Content Escrow Agreement.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of an Authorized User pursuant to a Content Escrow Agreement shall be specifically identified in the Online Escrow Management Center (available 24 hours a day/7 days per week) and include the most current version used by all Authorized Users of:

i). the source code for the Application software,

ii). all Documentation related thereto as well as all necessary and available information, proprietary information in English, and

iii). technical Documentation in English which shall enable VITA, any Authorized User, or an Agent of VITA or any Authorized User to create, maintain and/or enhance the Application without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Supplier tools required to enable VITA and all Authorized Users and their Application Users to continue to use the Application.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of an Authorized User pursuant to a Content Escrow Agreement shall be specifically identified in the Online Escrow Management Center (available 24 hours a day/7 days per week) and include a monthly back up of the Content repository for such Authorized User.

Supplier warrants that the Escrow Agreements provide or shall provide for, among other items, the release of the items identified in the Escrow Management Center of each Escrow Agreement upon the happening of certain events, including, but not limited to, Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days, Supplier's breach or default under this Contract, Supplier's bankruptcy, Supplier's failure to continue to do business in the ordinary course. Any Content Escrow Agreement shall also provide for the release of the escrowed items in the event the Authorized User's Content is destroyed, lost, or damaged or following the termination or expiration of Authorized User's order for Licensed Services. Supplier agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above, charging the flat, negotiated fee to the Commonwealth. The Commonwealth will not pay any additional fees for the collection of the materials in Escrow.

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

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

source code for the Application licensed to such Authorized User, along with all related documentation.

**15. GENERAL WARRANTY**

Supplier warrants and represents to VITA the Licensed Services and the Application described in Exhibit A as follows:

**A. Ownership**

Supplier has the right to provide the Licensed Services, including access by any Authorized User and its Application Users to the Application, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**B. 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, and 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 and 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 issued hereunder, and 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; and 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;

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.

**C. Malicious Code**

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Application accessed by an Authorized User or its Application Users; and the Application does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to the Application by

any Authorized User or its Application Users. 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.

**D. Access to Product and Passwords**

Supplier warrants that the Application and Licensed Services do not contain disabling code (defined as computer code designed to interfere with the normal operation of the Licensed Services or hardware or software of any Authorized User or its Application Users) or any program routine, device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other malicious code which is specifically 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 and that Supplier 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 issued hereunder. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

**E. Open Source**

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

**F. Supplier's Viability**

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

**G. Supplier's Past Experience**

Supplier warrants that Supplier has provided the Licensed Services to a non-related third party customer of Supplier without significant problems due to the Licensed Services, the Application, or Supplier.

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

## 16. TRAINING AND DOCUMENTATION

The Licensed Service fee includes all costs for the training of one (1) Authorized User trainer at an Authorized User's designated location on the use and operation of the Application, including instruction in any necessary conversion of such Authorized User's Content and data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by Supplier to the Application. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation,

modify or completely customize it in support of the authorized use of the Application 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.

## 17. FEES, ORDERING AND PAYMENT PROCEDURE

### A. Fees and Charges

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

### B. Application Demonstration

As mutually agreed, Supplier shall perform a demonstration of its Application and the Licensed Services at such Authorized User's location and at no charge.

### C. Statement of Work (SOW)

An SOW shall be required for any Licensed Services ordered by an Authorized User pursuant to this Contract. All Licensed Services shall be provided in accordance with the Requirements and service levels set forth herein or in the applicable SOW and at the rates set forth in Exhibit B herein. An SOW shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses which shall be reimbursable by the Authorized User in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts at http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102008.pdf or a successor URL(s).

Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party, in the form of a modification to the SOW, 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.

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

### D. Ordering

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

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (eVA Home Page). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order

through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i). Purchase Order (PO): An official PO form issued by an Authorized User.

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

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

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

**E. Invoice Procedures**

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

i). Dates during which Supplier provided the Licensed Services to the Authorized User

ii). Quantity, charge and extended pricing for each Licensed Service

iii). Applicable order date

iv). This Contract number and the applicable order number

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

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

**F. Purchase Payment Terms**

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

In the event an Authorized User does not receive or have access to the applicable Documentation, payment shall not be due until the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net thirty (30) days after Acceptance.

## 18. REPORTING

**Supplier's Report of Sales and Industrial Funding Adjustment**

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period. The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month. The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls.

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

## 19. 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 will include but are not 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

## 20. 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 a new service agreement with a new customer (of similar size and requirements) of Supplier to provide Licensed Services under more favorable prices, as the prices may be indicated on the Supplier's current US GSA schedule, then this Contract shall be deemed amended as of the date of such other arrangement to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

## 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.

## 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 third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii), (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Application or the Licensed Services, (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, or (vi) loss of Content provided to Supplier due to Supplier's failure to back up Content in accordance with the Contract. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases

the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

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

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

**B. Liability**

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the annual aggregate value of the Application and Licensed Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

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

**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, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the 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, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

**B. Incorporated Contractual Provisions**

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

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

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to this Contract that is partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_and_Cs.pdf

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

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

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

**D. Governing Law**

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

**E. Dispute Resolution**

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

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

of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

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

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

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

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

**G. Notices**

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

**H. No Waiver**

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

**I. Assignment**

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

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

**J. Captions**

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

**K. Severability**

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

**L. Survival**

The provisions of this Contract regarding License, Warranty, Escrow, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**M. Force Majeure**

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

**N. Remedies**

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

**O. Right to Audit**

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

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

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

iii). Excludes access to Supplier cost information.

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

**P. Contract Administration**

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

**Q. Entire Contract**

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

i). Exhibit A Application and Licensed Services Requirements

ii). Exhibit B Application Options List; Fees, Licensed Service Charges, & Payment Schedule

iii). Exhibit C Application Flexsafe Escrow Agreement

iv). Exhibit T Flexsafe Beneficiary Enrollment

v). Exhibit D Statement of Work (SOW) Template

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

vii). Exhibit F Certification Regarding Lobbying

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

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that the terms and conditions of such ordering agreement, or any order or SOW

issued hereunder, are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

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: Jana Wilson
(Signature)

Name: JANA WILSON
(Print)

Title: CFO

Date: 12/6/10

VITA

By: Dary Cronshaw
(Signature)

Name: Dary Cronshaw
(Print)

Title: VITA Sourcing Manager

Date: 12/8/10

Address for Notice:

Attention:

Address for Notice:

Attention: Contract Administrator

# EXHIBIT A: APPLICATION AND LICENSED SERVICES REQUIREMENTS

## A. Business Requirements – Job Requisition

The Job Requisition component of the RMS should allow users to post job vacancies into a centralized system, while providing a flexible and user-friendly interface. The job postings entered into the system will be referred to as requisitions and will include all information that is necessary for posting and advertising job vacancies. In this section, "user" refers to the administrator.

| | Requirements | A | B |
|---|---|---|---|
| 1. | Does your solution allow users to create job requisitions for vacant job postings? | Y | This is standard PeopleAdmin functionality. |
| 2. | Does your solution generate a unique requisition number for each job posting that will serve as an identifier for tracking the requisition and related applicant data through the system? | Y | This is standard PeopleAdmin functionality and the unique requisition number format is site configurable. |
| 3. | Does your solution provide users with an open data entry screen interface for creating job requisitions? | Y | This is standard PeopleAdmin functionality. All existing fields and forms are uniquely configured to agency specifications during implementation. |
| 4. | Does your solution provide the user with a data entry screen that includes all of the fields in Table 1 "Create New Requisition", of Attachment A.<br>Note any fields that are not included. | Y | This is standard PeopleAdmin functionality. All existing fields and forms are uniquely configured to agency specifications during implementation. |
| 5. | Does your solution allow users to create a new requisition using a previously created requisition as a template (copy)? | Y | This is standard PeopleAdmin functionality. Existing templates are converted from your existing PeopleAdmin 5.8 system to the new PeopleAdmin 7 system at no charge. |
| 6. | Does your solution allow users to update open requisitions? | Y | This is standard PeopleAdmin functionality. Authorized users are may update open requisitions if allowed. |
| 7. | Does your solution prevent the user from updating data on a closed requisition? Describe. | Y | This is standard PeopleAdmin functionality PeopleAdmin's advanced role based User Groups and Permissions security are configurable so that edits are not permitted at the 'Closed' status. |
| 8. | All requisitions should close at 5:00 p.m. on all specified closing dates. Can your | Y | This is standard PeopleAdmin functionality. PeopleAdmin's |

| | Requirements | A | B |
|---|---|---|---|
| | solution close all requisitions at 5:00 p.m. (EST/EDT) on the specified closing date? | | configurable site administration will allow the Commonwealth to chose and enforce a 5:00 pm EST/EDT closing date and time. |
| 9. | Describe the user's ability to configure and functionality of your solution when closing job requisitions. | Y | PeopleAdmin 7 gives user's unprecedented flexibility to configure fields, forms, statuses and workflows. Different requisitions may have different forms, fields, available status, notifications, reports and workflows, all configurable by authorized Commonwealth users. |
| 10. | Does your solution allow users to view all requisitions? | Y | If allowed by the Commonwealth, PeopleAdmin's flexible and configurable security system may grant access to authorized users to all requisitions. |
| 11. | Does your solution allow users to define the order in which to view the requisitions (e.g. by requisition number order, requisition creation date order, filled requisitions, closed requisitions, currently open requisitions)? Describe the options available. | Y | PeopleAdmin allows authorized users to dynamically add columns to their default view that includes reorder, remove and sort. This allows users to create any view and sort by any column. Users can save these views to use as default, or an unlimited number of other saved search views. |
| 12. | Does your solution allow users to delete requisitions? | Y | If allowed by the Commonwealth, PeopleAdmin's flexible security system may give authorized users permission to delete requisitions. |
| 13. | A reason should be keyed by the user to delete a requisition. Does your solution require users to input a reason for deleting requisitions? Describe. | Y | A required field can be added on the requisitions that can be edited at any desired time for this purpose. Another option would be to have an "Inactivate Recommended" status. When an end uses this status, they can be required to add a note to the status change history tab that would state the reason. All changes to the requisition are captured and auditable in the requisition history |

| | Requirements | A | B |
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| 14. | Requisition numbers should not be reused. Does your solution prevent requisition numbers from being reused after deletion? Explain. | Y | PeopleAdmin automatically adds requisition numbers from a predetermined number. Every subsequent requisition gets the next number in strict succession and the numbers are never reused |

**B. Business Requirements – Online Employment Application**

The online job application component of the RMS should provide job applicants with the ability to complete the employment application online. After completing the application, the application data can be submitted electronically into the central applicant database in response to a specific job requisition. In this section, "user" refers to the applicant.

| | **Requirements** | **A** | **B** |
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| 1. | Does your solution allow the job applicant to complete the employment application online? Describe. | Y | This is standard PeopleAdmin functionality that is currently in use by the Commonwealth. Applicants can search postings by Commonwealth configurable criteria such as job type, keyword as well as other predetermined search criteria. Applicants can bookmark postings, email a friend, print preview, and apply. Completed applications and job status can be tracked online along with their uploaded documents, bookmarked jobs, and account settings (including contact information, username and password). Completed applications are automatically routed internally to the agency or to HR based on workflows configurable by the Commonwealth on a posting by posting basis). |
| 2. | Does your solution submit and save the applicant data into the central applicant database in response to a specific job requisition? Describe. | Y | This is standard PeopleAdmin functionality that includes all requested information an applicant submits online. This information is easily delineated and searchable by requisition ID, applicant name, job title, and more. In addition, PeopleAdmin allows the applicant to configure an applicant account of required information and documents that are able online in the system. |

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| | | | This allows the applicant to reuse the information for subsequent applications and not have to re-renter it each time they apply for a different position. On each subsequent application the applicant only needs to verify that the information is correct and submit any additional information or documents requested. |
| 3. | Does your solution allow the applicant to create a username and password for updating and future submission? | Y | This is standard PeopleAdmin functionality. Usernames and passwords are created and stored in the PeopleAdmin system. In addition, our applicant self-service features allow the applicant to retrieve login information if they forget by the use of challenge questions determined by the applicant at time of registration. Applicants may also retrieve and reset their password and update their demographic information as needed. |
| 4. | Does your solution create an applicant record for each application record in the database? Describe. | Y | Each applicant creates an applicant profile (applicant record) when they register to use the system. This applicant record contains all information required by the Commonwealth such as names, address, phone, email, education, experience, documents (e.g. resumes, DD-214) transcripts, etc.) Each time an applicant applies for a posted position; this information is automatically associated with the application. The applicant simply completes any job specific questions or other additional required for this posting. Upon submission of the application the PeopleAdmin system assigns a unique application confirmation number generated by the system. This confirmation number associates this applicant to this posting. |
| 5. | Does your solution provide an applicant interface that includes the following | Y | This is all standard functionality in the existing and proposed |

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| | options? Describe in detail.<br><br>Instructions for system use<br><br>Create new employment application<br><br>Update current and previous employment applications<br><br>Print current and previous application<br><br>Save application<br><br>Submit employment application<br><br>Exit | | PeopleAdmin system.<br><br>Instructions:<br><br>Instructions are user configurable on each field and each page of the applicant portal. Comprehensive and searchable online help is embedded into the application.<br><br>New Employment Application:<br><br>PeopleAdmin can support an unlimited number of application forms for unique position and agency types. Authorized users are able to edit and create new forms as needed with the easy-to-use WYSIWYG form builder within the user interface.<br><br>Update Current and Previous Applications:<br><br>PeopleAdmin stores information on behalf of applicants. As applicants apply to new positions, areas of the application are populated with previously entered information. Applications submitted prior to the closing date may be edited if allowed. It would not be a best practice to allow editing of previously evaluated applications, but information such as demographic information may be edited. No matter what condition is allowed by the Commonwealth, all changes and updates are recorded in the auditable history table..<br><br>Print Applications:<br><br>Both completed and pending applications can be viewed online and are printable within the browser by the applicant and Commonwealth users.<br><br>Saved Applications:<br><br>Applications are automatically saved on each page. If the session times our or if the applicant loses internet |

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| | | | connection, the applicant information is automatically saved and made available to finish the application process up to the filing deadline.<br>Exit:<br>After applications are submitted online, the applicant can exit or logoff the application. If desired, the system may also be configured for an automatic timeout |
| 6. | The application will include required fields. Client-side validation should be built in so that user friendly error messages are displayed immediately if data is missing.<br>Does your solution display an error message if required information is missing? | Y | This is standard PeopleAdmin functionality. All fields and information requested on the application is completely configurable with the ability to specify require fields, minimum number of entries (ex. work, education history, etc). Additionally, the application is verified by the system for any errors before it can be submitted by the applicant with a user-friendly color coded indication of the sections that need their attention. |
| 7. | Does your solution ensure that the application contains the same data fields, using the same groupings as the current state application form (see Attachment B for a copy of the current form)? Describe. | Y | This is standard PeopleAdmin functionality in that we have a great deal of flexibility to configure the state's application form. The existing PeopleAdmin system in use by the Commonwealth has created the existing state form field by field. PeopleAdmin can add all fields from Attachment B and add as many subsections needed In addition, the proposed upgrade to PeopleAdmin 7 will recreate the existing state application and give the state the ability to add as many additional applications as needed and at no additional charge.. |
| 8. | The "print application" option should have the capability to print previous and current applications, in the same format as the online display of the application.<br>Does your solution include this option with the features above? Describe. | Y | This is standard functionality of the existing and upgraded PeopleAdmin system. All previous and current applications are stored in PeopleAdmin as long as desired and made available to |

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| | | | the applicant. Applications may be viewed and printed in the same format as the online display. |
| 9. | Describe the format(s) that the application will be printed in (e.g. Adobe pdf.). | Y | PeopleAdmin displays and prints in the industry standard Adobe PDF format. |
| | Describe any plug-ins that may be needed by the user to print in the available format(s). | Y | If the user can display and print PDF documents they will not need any additional plug-ins. |
| 10. | The “save application” option should allow applicants to save their application data in to a centralized data bank for future retrieval.<br><br>Does your solution include this save application option? | Y | This is standard functionality in the current and proposed PeopleAdmin system. The PeopleAdmin system automatically saves each page of the application immediately after the applicant moves to a new page. This safeguards the applicant from a lost internet connection or session timeout. Additionally, the applicant can leave the application by either saving at any section in the application, or by simply clicking on another link inside or outside the system, and the application will be saved. PeopleAdmin also includes features that saves application information for future use with built in system logic that will automatically pull in the data elements the applicant had input previously. |
| 11. | Does your solution require the user to create a valid profile (with user name and password) in order to save data? Describe. | Y | While it is not required to have a profile or login to the system in order to view job postings. However a valid user account is required to submit an application. Data is saved automatically once the applicant logs in or creates a user account. Login credentials provide applicants with access to their current and previous job applications, documents, bookmarked positions, and account settings. |
| 12. | When the “submit application” option is used the system must perform server-side validation for required information that was not validated at the client-side. | Y | This is standard PeopleAdmin functionality When the user select the check & verify option during application submission, the application is verified by the |

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| | Does your solution include this submit application option? | | system for any errors before it can be submitted by the applicant with a clear indication of the sections that need their attention. |
| 13. | Does your solution ensure that the application must correspond with an open requisition that is in the database? | Y | PeopleAdmin has two easy options to address this requirement. First, PeopleAdmin provides functionality of the stated requirement with a job posting attached to an open requisition. The other option is using PeopleAdmin's "pool" functionality which allows the Commonwealth to collect applications for multiple vacancies and attach applications to approved requisitions as needed. This pool functionality will assist the Commonwealth is maintaining a ready list of qualified applicants without having to repost each vacancy. |
| 14. | Does your solution allow the user to correct any errors? Describe. | Y | This is standard PeopleAdmin functionality. At the end of the application submission the system performs verification of all information. Applicants receive a clear color-coded indication of the section(s) in the application that have errors, and can click on the section(s) with errors to make direct edits to those sections specifically, without having to navigate the entire application form. |
| 15. | Does your solution ensure that the applicant record is only added to the database if all validation requirements have been met and if there is a record match to an open job requisition? Describe. | Y | While applicants may browse for jobs, create a user profile and attach documents, applicants may only submit applicants for posted positions. Open positions and pools must be approved before posting to the website. But no applicant will move to an Active status unless they have successfully completed an application and all validation requirements have been met. |
| 16. | If the validation requirements are not met and/or there is not an open job requisition | Y | Applicants may only submit applications for open positions |

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| | match, does your solution send the user an error message? | | and pools that are posted on the website. PeopleAdmin's advanced communication tools using RSS feeds allows the applicant to express interest in a title and receive an email or alert when the title opens for application. All submitted applications will pass through a validation check and those that do not meet the validation requirements are given a color-coded display of the problem areas with a quick link to move directly to that area and correct the problem. |
| 17. | If the validation requirements are met and there is an open job requisition match, does your solution send the user a confirmation message? | Y | This is standard PeopleAdmin functionality. As part of the application submission process all parts of the application are checked and verified. Upon the successful submission of the application the applicant will automatically receive both an online and email confirmation messages designed by the Commonwealth and editable by authorized users. |
| 18. | Does your solution allow a user, if they have submitted an appropriate name and password, to retrieve, update, submit, and print a previously created and saved application? Describe. | Y | After setting up their user profile, applicants can login in and access all previously submitted job applications. The applicant may retrieve, update, submit, and print a previously created and saved application. Applicants can also 'archive' applications, and job requisitions they are not interested in viewing in their default view. If allowed by the Commonwealth, applicants may update their previously submitted applications up until the filing deadline. |
| 19. | Does your solution allow applicants to save their personal application data for later use, if they have submitted an appropriate name and password, so the application does not have to be recreated for every position applied for? | Y | This is standard PeopleAdmin functionality. Data elements previously submitted from the most recent application are used to automatically populate data elements on the application form for the new job requisition. The process also allows applicant's to verify each section of the application for |

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| | | | complete and accurate information along with a summary and check for errors process prior to submitting the application. |
| 20. | Does your solution allow the user, if they have submitted an appropriate name and password, to save a minimum of two versions of their application data? Describe. | Y | Each successful submission of an application causes a snapshot of their application data. Applicants are able to update their profile information (e.g. names, address, phone numbers, education, experience, etc.) at any time. Whenever a change is made the PeopleAdmin creates a history record of the change that included the date, time, user and before/after listing of the changes. This history is searchable and auditable. |
| 21. | Does your solution allow the user to save the application on the user's PC? | Y | This is standard PeopleAdmin functionality. Applicants can save and/or print their application in PDF format, HTML, or other standard format. |

### C. Business Requirements – Applicant Tracking

The Applicant Tracking component of the RMS should store applicant records that are received in response to a specific existing job requisition in the database. This central applicant database should be accessible by authorized users from each Executive Branch agency and colleges and universities. Authorized users must have access to their agency's data only and agencies for which they are responsible for providing Human Resource functions. In this section, "user" refers to the administrator.

| | **Requirements** | **A** | **B** |
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| 1. | Does your solution allow grouping of users by role with specific levels of access and security privileges? Describe in detail, including the administration of the groups. | Y | This is standard PeopleAdmin functionality During implementation; PeopleAdmin will create a series of "User Roles" within the system. These user roles can govern what fields you can see, reports you can run and what drop down menus we can change. We combine an individual's user type with their Department (or Agency, or Functional Area) to govern their overall rights and permissions within the system. There is no limit to the number of user types you can create. Human Resources can quickly assign a new users rights by selecting their appropriate Role and |

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| | | | Department or these attributes can be imported from another system if desired.<br><br>The rights & permissions in the system are completely determined by the Commonwealth. The system is flexible enough to "drill down" to each individual, department, classification, etc. Thus, each individual can have a unique set or permissions in the system. Authorized administrators of the PeopleAdmin system can change permissions in real time"<br>. |
| 2. | Does your solution allow users to track applicant records entirely through the hiring process, from receipt of the employment application through the selection process? Describe. | Y | This is standard PeopleAdmin functionality. All applicant actions can be tracked throughout the entire process from start to finish. Applicant history is maintained separately for each application to include a change log of each change made with time/date stamp, who made the change, and description of the change. In addition, PeopleAdmin allows the use of an unlimited number of status codes to indicate where and applicant is on the process or at what stage did they fall out (e.g. Did Not Minimum Qualifications, No Show for Interview, etc.). Using these status allows the Commonwealth to determine how well the processes are working or where change might make a process more efficient. |
| 3. | Does your solution allow the system to be populated by both online submissions from applicants and manual data entry by authorized users? Describe. | Y | This is standard PeopleAdmin functionality. The best efficiencies are gained by use of the online tools within PeopleAdmin. However, when the online options are not practical for an applicant, Peopleadmin fully supports the creation of an account on behalf of the applicant and the entry of the application by authorized staff. The scanned paper document .may be attached where it can serve as proof of |

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| | | | intent. Scanned documents may also be searched by keyword for added value. |
| 4. | For each applicant record, does your solution track all of the following items? Note any that are not tracked.<br>Applications received date<br>Correspondence sent date<br>Screening results options<br>Selected for interview names & dates<br>Interview conducted dates<br>Background check dates<br>Reference check dates/contact person<br>Selected for hire<br>Declined offer (reason for decline)<br>Position numbers<br>Pre-employment testing, physicals, clerical scores, drug testing. | Y | The current PeopleAdmin implementation in use by the Commonwealth tracks all of these options. The proposed upgrade will replicate and enhance the data capturing and reporting ability.<br>PeopleAdmin's "self-services" features are unmatched in the industry of Public Sector Applicant Tracking. With no technical expertise, CoSA users with appropriate system permissions users may:<br>• Design forms (including employment application forms) on a field-by-field basis<br>• Create and/or modify text on forms<br>• Reorder forms by "dragging-and-dropping"<br>• Customize Text and Graphics on User Interface<br>• Create, save, and use Email Templates<br>• Categorize Email Templates<br>• Create and modify workflow<br>• Design "site triggers" to automatically communicate with users/ applicants<br>• Create, schedule, and publish site announcements<br>These types of actions typically take weeks of configuration and customization by vendors (at significant cost to agencies). These actions can happen in minutes in PeopleAdmin at no cost. |
| 5. | Does your solution provide an applicant tracking system that is menu driven GUI, providing users with ease and flexibility in moving through the system? Describe. | Y | As a 100% web based solution, PeopleAdmin has always had an easy to use, intuitive menu driven GUI. The proposed upgrade to PeopleAdmin 7 incorporates more than 800 customer suggestions which has allowed PeopleAdmin to create the most powerful, |

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| | | | collaborative and flexible solution on the market. The new menu driven GUI in easier to use and even allow the Commonwealth to change the labels on the menu items to better meet the terminology used. |
| 6. | Does your solution provide all of the following menu functions in the applicant tracking system? Note any functions that are not included.<br><br>View applicant records for specified requisitions<br><br>View applicant records for all agency open requisitions<br><br>View the record of a specific applicant (query function<br><br>Print applicant records<br><br>Generate correspondence to applicants<br><br>Develop screening matrix to search for basic job specific criteria<br><br>Create applicant ranking and list<br><br>Record interview notes<br><br>Record background and reference check<br><br>Generate pre-defined reports<br><br>Generate ad-hoc reports<br><br>Conduct EEO analysis<br><br>Allow flexibility for agencies to alter letters | Y | All functions specified are standard functionality of the current and proposed PeopleAdmin system.<br><br>In addition, PeopleAdmin's task centric workflow will enforce the Commonwealth's varied recruitment process and reporting needs. |
| 7. | Does your solution allow the user to view all the applicant records that correspond to a chosen requisition, and provide a way of moving through each record? Describe. | Y | This is standard PeopleAdmin functionality. Authorized users may select a requisition and with a single mouse click, view all the applicants in a user defined view. Users may create additional views and save them future use. From this view actions/updates can easily be performed for each applicant, or in a bulk process. |
| 8. | Does your solution display data for each applicant into the following major categories? Note any categories that are missing.<br><br>Personal information | Y | This is standard PeopleAdmin functionality. The PeopleAdmin system is highly configurable to meet the needs of our vast client base. The Commonwealth may select to view applicant information in |

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| | Education<br>Experience<br>Miscellaneous<br>References | | this order or may change the order for different positions if that makes more sense. |
| 9. | Optional EEO data, if received, should NOT be displayed with the applicant record. Does your solution prevent the EEO data from being displayed with the applicant record? Describe. | Y | This is a common request and is standard functionality in PeopleAdmin. The collection of EEO information may be configured so that it is part of the creation of the user profile, or as a separate step after the successful submission of the application. In either case, the role based permission system can hide this information except to those that are authorized to view. |
| 10. | For each applicant record, does your solution provide the following option to the user? Note any options that are missing.<br>Select applicant for interview<br>Send correspondence<br>Conduct background or reference check add drop down box to indicate 'eligible/ not eligible for hire'<br>Testing information | Y | During your implementation or upgrade, the Commonwealth's processes, fields and forms are recreated. This would include the ability to update Statuses that would appear during different parts of the process. The Commonwealth may have an unlimited number of Statuses that appear at different stages of the workflow which would cover at a minimum, all the options listed. Fields for testing information are easily added and as with all fields, the communication systems will merge this data into outbound correspondence. The ability to perform Reference checks is a standard feature of PeopleAdmin. Fields and dropdowns for background checks are easily added but, PeopleAdmin offers an integration with our partner USIS/HireRight that allows a comprehensive background check to be order directly from within PeopleAdmin and the results delivered directly back to the authorized user. |
| 11. | Does your solution allow users to select the order in which the records are displayed (ie.g. chronological order by requisition number, closing dates, etc.)? | Y | This standard PeopleAdmin functionality. In addition to allowing users to create their own views by choosing the data |

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| | Describe the options available. | | columns that best meet the process; users can click on various headings on each column that will change the sort order (chronological, ascending, descending, etc.) of the viewed results. Users are able to save these views for reuse and export them to Excel for additional uses. |
| 12. | Does your solution provide ease and flexibility in moving through the requisitions and through the applicant records with navigation bars or buttons? Describe. | Y | Navigating through the PeopleAdmin is easy, flexible and intuitive. Using configurable workflow, crumb-trails and other visual aids such as common icons (buttons), users always know where they are and what they need to do. Users can easily navigate the applications online along with any of the supplemental question or documents that were uploaded as part of the application. The requisition is easy to navigate and can be pre-populated by template information with job description, supplemental question, documents, and more. |
| 13. | Does your solution allow users to perform query functions that will allow the viewing of specified records, and allow the users to save queries for future use? Describe. | Y | This is standard functionality in PeopleAdmin. All searchable views in PeopleAdmin can be configured by individual users to include any number of data elements, saved for later use, and/or saved for the default search view. In addition, data columns can be ordered and moved from left to right, removed from view, and sorted. Every search view in the PeopleAdmin system is exportable to Excel for further data manipulation or reporting. |
| 14. | Does your solution allow users to print applicant records individually and in batches by requisition? Describe the options. | Y | This is standard functionality in PeopleAdmin. Users can select and view multiple applications, view in a single browser window, and print. |
| 15. | Does your solution generate pre-defined correspondence? Describe. | Y | This is standard PeopleAdmin functionality. PeopleAdmin enables agencies to communicate with applicants & |

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| | | | system users with optimal flexibility, ease-of-use, and automation. PeopleAdmin will store an unlimited library of unique correspondence and email templates. Each can be categorized according to type of response and nature. Templates are easy to create, save, and edit (with safeguards in place to ensure that only approved users can make edits). Templates include complete styling options (including font size, color, etc), graphics, photos, weblinks or hyperlinks, and even have mail merge capabilities to automatically “pull” applicant or user information such as name, position, address, etc. Any action or status change in the system can automatically elicit the appropriate email notification. The Commonwealth can determine the From Address, CC address, BCC Address, Subject, and Title of all templates. A complete audit trail of historical messages sent is available complete with time, date, submitter’s name & title, and all content. Furthermore, PeopleAdmin’s easy-to-use site triggers help agencies determine actions that would automatically elicit notifications to users or applicants. For example, the system can automatically send email correspondence to all users & applicants when a position is filled. Or, the system might automatically email Human Resources when a posting has remained in a certain status for a designated number of days, etc. |
| 16. | Does your solution allow the user to develop agency specific correspondence and select from a list of pre-defined letters? Describe. | Y | This is standard PeopleAdmin functionality. PeopleAdmin enables agencies to communicate with applicants & system users with optimal flexibility, ease-of-use, and |

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| | | | automation. PeopleAdmin will store an unlimited library of unique correspondence and email templates. Each can be categorized according to type of response and nature. Templates are easy to create, save, and edit (with safeguards in place to ensure that only approved users can make edits). Templates include complete styling options (including font size, color, etc), graphics, photos, weblinks or hyperlinks, and even have mail merge capabilities to automatically "pull" applicant or user information such as name, position, address, etc |
| 17. | Does your solution allow the user to "auto send" letters, based on criteria defined by the agency? Describe. | Y | PeopleAdmin's easy-to-use site triggers help agencies determine actions that would automatically elicit notifications to users or applicants. For example, the system can automatically send email correspondence to all users & applicants when a position is filled. Or, the system might automatically email Human Resources when a posting has remained in a certain status for a designated number of days, etc. These site triggers are agency configurable as is which correspondence is sent for which event. |
| 18. | The system delivered letters and values should include at a minimum:<br>Application acknowledgement letter<br>Interview selection letter<br>Reject letter<br>Offer letter<br>Late letter<br>Incomplete application letter<br>Reference letter<br>No position available (for manual application submitted)<br>Does your solution provide the minimum options above? Note any that are | Y | PeopleAdmin will store an unlimited library of unique correspondence and email templates. Each can be categorized according to type of response and nature. Templates are easy to create, save, and edit (with safeguards in place to ensure that only approved users can make edits). Templates include complete styling options (including font size, color, etc), graphics, photos, weblinks or hyperlinks, and even have mail merge capabilities to automatically "pull" applicant or user information such as name, |

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| | missing. | | position, address, etc. |
| 19. | Does your solution allow the user to develop a criteria-screening matrix sheet that can be used to identify applicant qualifications and determine the applicants to be interviewed? Describe. | Y | Applicants can be evaluated on a set of predetermined job specific questions with optional associated point values. Applicants can also be evaluated on predetermined evaluative ranking criteria with optional associated point values. The PeopleAdmin system can total the scores from the job specific questions and the evaluative ranking criteria to provide an overall assessment of the applicant pool, for each individual job requisition. |
| 20. | To develop the matrix, does your solution allow the user to cut and paste information from the job requisition? | Y | Authorized users may cut and paste information from the requisition to create screening criteria questions. |
| 21. | Does your solution allow the user the following matrix criteria options? Note any missing options.<br>Required<br>Desired<br>Preferred | Y | PeopleAdmin's configurable system allows fields, forms and other criteria to be marked as Required, Desired and Preferred. In addition, the task centric workflow will enforce the Commonwealth's processes. |
| 22. | The system should permit online form completion and should store the values entered to be analyzed for determining applicant ranking. A list should be provided to assist with indicating an applicant's qualifications. The values should include, at a minimum, options for: yes, no, and limited.<br>Does your solution provide the above? Describe, and note any missing values. | Y | This is standard functionality in PeopleAdmin's Evaluative Criteria system and can be formulated and modified per requisition. Any values can be used in closed fields, including yes, no, and limited. |
| 23. | Does your solution produce a report listing of applicants and their rankings, based on data recorded in the screening criteria matrix? Describe. | Y | This is standard functionality in PeopleAdmin. All applicant data including scoring, weighting, ranking etc., is available on a user configurable applicant list view which can be exported to Excel for additional formatting and analysis. |
| 24. | Does your solution allow the user to define the maximum number of rankings to report (e.g. top 5 candidates) from a user set priority of screening criteria, including multiple criteria? Describe. | Y | Based upon all of the required criteria designated by the Commonwealth (such as weighted exam components & senority components, etc), the |

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| | | | system will sort on that final score & assign a numerical or alpha rank. Eligible Lists will be created & maintained in the user-interface of PeopleAdmin along with applicant records, notes, statuses, etc (in ranked order). Re-ranking, tie-breaking, and “x-ing” are also accommodated via the PeopleAdmin interface. The PeopleAdmin “workflow” engine can even route lists to the appropriate system users according to the Commonwealth’s recruitment & selection process. The role & user-based securities in the system will ensure that only permissible individuals have access to the list(s) at each “step” or “stage” in the process if desired. |
| 25. | Does your solution allow users to record interview notes in the records of applicants selected for interview? Describe. | Y | Notes can be recorded for interview questions and there is no limit on the number of characters. |
| 26. | Does your solution offer an interface for the interview notes that contains an unlimited text field for recording the notes with specified security settings? Describe. | Y | Notes can be recorded for interview questions and there is no limit on the number of characters. As with all portions of the PeopleAdmin system, the role-based security system will enforce permissions to ensure that only authorized are able to view and/or edit notes. |
| 27. | Does your solution allow users to record information received from conducting reference checks on specified applicants and maintain the references as a part of the database? Describe. | Y | This is standard PeopleAdmin functionality that is configured based on the needs of the Commonwealth. Fields can be easily added to the applicant record that can be used to record information by authorized end-users. |
| 28. | Does your solution provide a form that contains standard reference questions that can be modified by the user? Describe. | Y | Within the requisition record the Commonwealth can provide a standard reference form that can be downloaded by the applicant and submitted and attached to an applicant’s record. Authorized users may modify this form as needed for each requisition. |

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| 29. | Does your solution allow the reference check form to be sent to reference sources via e-mail and/or postal mail? Describe. | Y | Request for References is standard functionality if the current and upgraded PeopleAdmin system. Electronic notification is standard but hard copy notification may also be created with the returned documents available as a hidden document attachment for HR use. |
| 30. | Does your solution allow the user to record information received from conducting background checks on specified applicants? Describe. | Y | While fields can be added to the applicant record that record background check information, PeopleAdmin also offers an integrated background checking solution through our partner USIS/HireRight. HireRight's integration platform, adds pre-integrated, full-featured employment screening services to the PeopleAdmin applicant tracking module. |
| 31. | Does your solution provide a list from which the user can select the type of background check conducted? Describe. | Y | In addition to fields that can be added to the requisition record that can be used to specify the type of background conducted; PeopleAdmin also offers an integrated background checking solution through our partner USIS/HireRight. This integrated solution is described above. |
| 32. | Does your solution include a reporting system that will provide VITA with relevant data regarding the recruitment and selection activities of agencies? Describe. | Y | PeopleAdmin offers an enterprise class reporting engine that provides the business tools to give end users and administrator's clear insight into trends and statistical analysis over a period of time. PeopleAdmin offers powerful reporting capabilities delivered in a highly flexible way. We found that our customers have a very diverse set of requirements. At one extreme some customers want to enable their users to access important data, in real-time via the applications. At the other extreme, some customers need the ability to download data for use in other reporting tools or to integrate with other systems in the organization. We have built a very flexible and configurable |

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| | | | system to address all requirements. |
| 33. | Does your solution include a reporting system that will provide standard delivered reports as well as custom reports? Describe. | Y | PeopleAdmin offers powerful reporting capabilities delivered in a highly flexible way. You have a long list of standard reports available in the system, yet you also have the all-important ad-hoc reporting capability that enables you to deliver the data the way you want to see it.<br><br>Custom Views - Users can create and save their own personal views and export the results to Excel or other tools<br><br>Applicant pools - View and graph supplemental questions, applicant rankings and assessments<br><br>Website analytics - Track website traffic and effectiveness using industry leading Google Analytic tools right from the application. |
| 34. | Does your solution include reporting functions that have printing features that allow users to print reports in various formats? Describe the formats (e.g. Adobe pdf.). | Y | A wide array of standard reports makes it easy to see your data in formats proven to work across our customer base. Reports can be delivered in many different formats, including PDF, CSV and others to ensure the data is presented in the most efficient way.<br><br>Reports can also be downloaded on-demand, emailed or uploaded to an SFTP site on a recurring schedule. |
| 35. | Does your solution permit ad-hoc query creation and export capabilities that allow users to access and retrieve data as necessary to address data analysis and reporting needs? Describe. | Y | PeopleAdmin offers powerful reporting capabilities delivered in a highly flexible way. You have a long list of standard reports available in the system, yet you also have the all-important ad-hoc reporting capability that enables you to deliver the data the way you want to see it.<br><br>The collaborative nature of our product enables users of all |

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| | | | types to utilize the tool as required. The ability to configure reports by role and schedule distribution through email enables you to provide data quickly and easily. PeopleAdmin 7.0's reporting engine is very easy-to-learn, enabling non-technical users to get up to speed quickly. |

### D. Business Requirements – EEO Reporting

Certain data is required from an applicant pool to conduct EEO statistical analysis and reporting. EEO data should be captured by the system but should not be stored with the applicant record. EEO data should be identified by Applicant Record number and requisition number. In this section, "user" refers to the administrator.

| | Requirements | A | B |
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| 1. | Does your solution capture, at a minimum, the following EEO data? Note any missing data.<br>Requisition number (unique identifier)<br>Applicant record number<br>Race<br>Gender<br>Date of birth<br>EEO4 occupational category<br>Pay band<br>Interview offered flag<br>Interviewed flag<br>Selected flag | Y | This is standard PeopleAdmin functionality that is currently in place for the Commonwealth and is greatly enhanced in the upgrade proposed in the RFP.<br>PeopleAdmin is configurable and flexible to capture, report and analyze all of the listed data and any other that the Commonwealth should require now and in the future. |
| 2. | Does your solution capture interviewing and hiring results for each requisition as identified by the applicant record number as well as data related to the entire applicant pool such as the number of total applicants? Describe. | Y | All applications, interview and hiring results are captured and provided in report format per requisition. Multiple data views are completely configurable by the end-user to include all information needed. In addition, Standard reports include breakdowns of applicant data and totals. |
| 3. | Does your solution allow users to download/export EEO data to other | Y | This is standard PeopleAdmin functionality. All data views including EEO reports can be |

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| | applications? Describe. | | directly exported from within the PeopleAdmin interface and used in other applications |
| 4. | Does your solution allow EEO data to be populated by electronic submission and manual data entry (manual entry by HR user for job applications that are not received online or when an electronically submitted application is not flagged as receiving the EEO information)? Describe. | Y | This is standard PeopleAdmin functionality. EEO data is submitted by the applicant at the time of successfully applying to a requisition. EEO data can also be input manually by HR user or user's with available permissions. |
| 5. | If populated electronically the data should be fed from the applicant record and requisition data. If populated manually, users should be able to select applicants from a requisition number. Does your solution provide this ability? Describe. | Y | This is standard PeopleAdmin functionality. Applicants that apply online, or input manually, can be selected to input EEO data by requisition number. The input of this data electronically by the applicant is controlled by the application flow. The EEO data form is presented as soon as the applicant has successfully submitted their application to prevent this data from being skipped. Upon subsequent applications the completed form is presented to the applicant for updating or verification. If updated, all previous data is logged in an audit record. |
| 6. | Does your solution prevent changes to the EEO data from being made once submitted? Describe. | Y | This is standard PeopleAdmin functionality and configurable. EEO data can be set as part of the application so once submitted the specifications cannot be changed by the applicant without consent from HR. Or EEO data can be available for applicant to update at any time. |
| 7. | Does your solution allow users to enter data for race, gender, and data of birth? Note any data fields missing. | Y | This is standard PeopleAdmin functionality and configurable to the needs of the Commonwealth. All listed data is included. |
| 8. | Other EEO data should be populated from the requisition. The interviewing and selection data should be populated from the applicant record. Does your solution populate data in this way? Describe. | Y | This is standard PeopleAdmin functionality and configurable to the needs of the Commonwealth. All data from the application, interview and hiring selection is made available for EEO reporting. |

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| 9. | Does your solution report the total number of applicants by race, gender, age (below 40 years of age and 40+ years of age) and veteran's status? Describe and note any missing totals. | Y | This is standard PeopleAdmin functionality and configurable to the needs of the Commonwealth. All listed data is included. |
| 10. | Does your solution capture all of the fields in Table 2 "Manual Data Entry", of Attachment A? Note any missing fields. | Y | This is standard PeopleAdmin functionality and configurable to the needs of the Commonwealth. All listed data is included. |
| 11. | Does your solution ensure that EEO data is the only data the can be added to an applicant record that was created from an electronic submission? Describe. | Y | This is standard PeopleAdmin functionality and configurable to the needs of the Commonwealth. If desired, EEO data can be set as only applicant record information that can be updated. |
| 12. | Does your solution provide users with a user-friendly data entry screen that will allow information from the applicant's employment application received in response to a specific job requisition to be entered? Describe. | Y | This is standard PeopleAdmin functionality and configurable to the needs of the Commonwealth. All forms are configured to provide the best ease-of-use for viewing, reporting and data-entry. |
| 13. | On the interface, does your solution allow the users to enter new applicant data and record EEO data? Describe. | Y | All fields and forms are configured to the needs of the Commonwealth. Different processes may have different forms and workflows to enhance the user experience and increase productivity.<br><br>Our goal is to provide a system that exceeds your expectations and is easy-to-use. |
| 14. | When creating a new applicant record in the interface, does your solution meet all of the following requirements? Note any missing requirements.<br><br>Provide a screen very similar to the layout of the printed employment application<br><br>Allow user to obtain a list of open requisitions<br><br>Include a real-time field validation<br><br>Allow user to verify the data before submitting it.<br><br>Perform additional system validations when data is submitted<br><br>Create applicant records with no data | Y | PeopleAdmin offers the most flexible and configurable solution on the market. Every field on every form in PeopleAdmin can be changed on-the-fly (by approved users). Forms such as posting forms and employment application forms can be built from scratch or modified quickly & easily (with no technical expertise required) by end-users. These fields, forms and functions include, but are not limited to:<br><br>• Providing a screen very similar to the layout of the printed employment application. In addition, multiple application |

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| | errors<br><br>Provide a screen for the system administrator to create applicant records for applications submitted in paper form | | forms can be developed for different positions or agencies.<br>• Allowing users to easily obtain a list of open requisitions.<br>• Including real-time field validation<br>• Allowing users to verify the data before submitting it.<br>• Performing additional system validations when data is submitted<br>• Creating applicant records with no data errors.<br>• Providing a screen for the system administrator or other authorized users to create applicant records for applications submitted in paper form. |
| 15. | Does your solution capture all of the EEO data entry fields listed in Table 3 "Record EEO Date", of Attachment A? Note any missing fields. | Y | The proposed PeopleAdmin system will at a minimum capture all data listed in Table 3 – Record EEO Data. All fields on all forms are configurable based on the needs of the Commonwealth. |

### E. Technical Requirements

The technical requirements are broad based categories that should serve as a foundation for any RMS offered. This computing environment should be designed to accommodate change.

| | **Requirements** | **A** | **B** |
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| 1. | Does your solution provide effective, interactive control and use with nonvisual means in accordance with COV ITRM Policies and Standards (see: http://www.vita.virginia.gov/library/default.aspx?id=537<br><br>If no, please provide details that specify how your solution does not comply. | Y | PeopleAdmin has hosted the Commonwealth's Talent Management Solution since 2006 and has adhered to and will continue to adhere to this requirement. |
| 2. | Does your solution meet VITA's Security Standards: http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/IT_Security_Std_501_01_R5_1_02022010.pdf? | Y | PeopleAdmin has hosted the Commonwealth's Talent Management Solution since 2006 and has adhered to and will continue to adhere to this requirement. |

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| | If no, please explain. | | |
| 3. | Does your solution meet VITA's Data Standards regarding Employee Information:<br>http://www.vita.virginia.gov/oversight/default.aspx?id=10344 ?<br><br>If no, please explain. | Y | PeopleAdmin has hosted the Commonwealth's Talent Management Solution since 2006 and has adhered to and will continue to adhere to this requirement. |
| 4. | Does your solution meet VITA's Enterprise Architecture Standards:<br>http://www.vita.virginia.gov/oversight/default.aspx?id=10344?<br><br>If no, please explain. | Y | |
| 5. | If awarded a contract, will you maintain copies of all Application source code, data, and related technical and user Documentation, in English, in an escrow account during the term of the contract?<br>If yes, please include a copy of the agreement. | Y | PeopleAdmin has an escrow account provider that can be paid for by VITA. |
| 6. | Will your escrow agent be able to verify the functionality of the code put into escrow? | Y | |
| 7. | Will you update the code held in escrow when significant updates are made to the source code? Describe when the code in escrow will be changed. | Y | Upon a product version is release PeopleAdmin will update the code held in escrow. |
| 8. | When the code held in escrow is changed, will the code functionality be re-tested? | Y | |
| 9. | Is your solution adaptable in a public sector organization that has diverse professions and departments with varying needs? Describe. | Y | PeopleAdmin is a leading provider of public sector Talent Management Solutions specifically designed for Government Agencies, Higher Education, and Non-Profit Organizations.<br>PeopleAdmin is widely known for:<br>Improving the quality and efficiency of traditional HR processes such as job requisitions, employee recruitment, personnel transactions and performance evaluations<br>Reducing the monitoring and reporting burden for satisfying |

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| | | | EEO/AA hiring practices, while also complying with ADA/Section 508 accessibility requirements<br><br>Meeting the ever-changing demands and regulatory requirements put on public sector HR organizations by providing a flexible and configurable interface and reporting system |
| 10. | Can your solution easily expand to include new capabilities after implementation, without negatively impacting previously implemented functions? Describe. | Y | Making changes to configurations is expected. Workflows change, needs change, and new functionality is provided over time. We have built our product to be adaptable to all sorts of scenarios, and to make changes in real-time. |
| 11. | The system must be designed to meet the State's ever-changing requirements. Flexibility must be provided to meet various departmental requirements in record management and reporting to third party systems. Does your solution easily accommodate changes, additions, or deletions to the database structure without requiring recompilation of programs not directly impacted by the changes? Describe in detail. | Y | Our business model expects frequent or occasional changes. This is the nature of our client base and industry. Changes can be requested through Client Services and will carefully enact changes as you desire, making suggestions based on our experience in the industry and functionality available in the system. PeopleAdmin has managed tens of thousands of customer system updates and changes over the years. |
| 12. | Is your solution a "user friendly", as defined in the following bullets? Describe and note any bullets that are not applicable.<br><br>Fully integrated system that requires the same data to be entered only once<br><br>Offers point and click ability<br><br>Intuitive to use<br><br>Requires a minimum number of screens to complete transactions<br><br>Customizable, online help available through the system | Y | |
| 13. | Is the software of your solution supported by relational database management system (RDBMS) products? If yes, list all supported RDMBS and all related | | PeopleAdmin uses MS SQL Server or an Oracle relational database to store data. Since PeopleAdmin is delivered via |

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| | platforms. Include any recommendations with the advantages and disadvantages of various approaches. | | ASP model, clients' existing hardware/ software platforms do not limit utilization of our solutions. |
| 14. | Does your solution take advantage of tools and techniques that are utilized by developers of new web applications? Describe. | | PeopleAdmin is a full production environment in regard to product development. We employee a team of nearly 20 Developers, QA, and Product Managers. PeopleAdmin utilizes industry leading techniques, tools, programming languages, and hosting environment(s). For example, we've redesigned our product using dynamic and agile programming languages such as Rudy-on-Rails & PHP. We also utilize a full Cloud Environment via Amazon Web Services (AWS) to ensure a secure, reliable, scalable, and inexpensive computing platform. |
| 15. | Do you offer ongoing user and technical support in a variety of areas that include, but are not limited to the following? Describe each in detail.<br><br>Training users (including upgrades or feature enhancements)<br><br>Installing and configuring product updates as they become available<br><br>Assistance with workflow design | Y | An easy to access online help guide is available from the system. From the PeopleAdmin Customer Community Portal there are feature specific training webinars, frequent live webinars on new features and functionality, video tutorials, and other collaborative ways to interactive with PeopleAdmin and customer community.<br><br>Webinars are made available for all PeopleAdmin product releases.<br><br>PeopleAdmin has many proficiencies in recommending workflow configurations and best practice standards. |
| 16. | Does your solution include administrative tools to perform the following? Note any tools not provided.<br><br>Monitor utilization<br><br>Trace database access chains<br><br>Optimize file placement and layout<br><br>Permit system audits to determine who | Y | All of the tools listed are available to PeopleAdmin's operations and development teams to ensure SLA compliance and overall system health.<br><br>As a SaaS platform, access to monitoring and optimization tools are not exposed to |

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| | has used the system recently and what changed have been made<br><br>Keep a daily transaction journal for recovery purposes<br><br>Support performance monitoring tolls<br><br>Activity statistics reporting features where statistics are available on database access rates (both update and query) by operator ID and time of day<br><br>Restart capabilities<br><br>Database access activity logging and backup. | | customers. |
| 17. | Does your solution facilitate teamwork and simplify business processes by automating the flow of information, documents, notifications, approvals, and tasks? Describe. | Y | In working with clients with they implement we share with them our ten years worth of experience with institutions that are bringing their processes to our online system. We have been doing this since we were formed. |
| 18. | Does your solution offer a workflow application that is capable of connecting to document management and e-mail systems? Describe. | N | All documents remain within our systems. All emails related to the system are triggered out of our system. |
| 19. | Does your solution provide database and application security controls to prevent unauthorized use of the database, restrict access to the database, maintain database process controls, and log all database transactions? Describe. | Y | Our central database structure offers multiple levels of security redundancy. We have never had a breach of our security systems. For the Reporting Database (full data extract delivered to the client) we place the file on a password-protected FTP site. Further, we utilize Winzip authentication software to further protect the files on the FTP site themselves. |
| 20. | Does your solution offer application security that limits the access to application software screens, data elements, and all contents of data elements where appropriate? Describe. | Y | All usertypes are given a certain set of permissions. So some usertypes might be able to see some data, while others may not. |
| 21. | Does your solution offer web access controls that identify and manage all users accessing the system from web browsers? Describe. | Y | HR Administrators have the ability to see a listing of all users with access to the system. This includes all pertinent data in user profiles for each end user with access to the system. |
| 22. | Does your solution provide | Y | In the History tab of an object, |

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| | comprehensive audit trail capability where appropriate, including a listing of before and after values of data elements that were changed? Describe. | | the system can show the set of values in that object as they appeared on fields at various steps in the object's lifetime. |
| 23. | Does your solution permit the import and export of information to and from other systems, including, but not limited to systems on the following platforms? List all applicable platforms.<br>Unisys<br>Oracle<br>Sequel Server<br>DB2<br>Other desktop and server applications such as Microsoft Office, query and reporting tools, and e-mail | Y | This can be accomplished with projects utilizing our Integrations Department. |
| 24. | Does your solution include support that includes installation of product enhancements and version updates released during the term of the license and to receive technical product support? Describe the support in detail. | Y | Client Services is available via phone, web, or email during regular business hours. Emergencies can be reporting via the web 24/7. Client Services routes all changes and inquiries into the MOPAC ticketing system. This permits not only PeopleAdmin employees to track requests and inquiries, but it also provides visibility for the client. Our teams handle all types of questions and seek complete customer satisfaction before considering the topic closed. |
| 25. | Does your solution include scheduled product updates and patches? If yes, describe all product updates and patches to be released during the three years (36 months) immediately preceding implementation of your solution, and enumerate any announced product enhancements or upgrades that may take place in the 12 months after implementation. | Y | The last few releases have ushed in this functionality:<br>Resume Keyword Search<br>Ability for applicants to retrieve username and password from the system without needing call HR<br>Support for Shibboleth Single Sign-On<br>Automatic Ratings Calculations in Performance Management<br>Automatically populate goals in Performance Management<br>Established online Reference Letter collection |

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| | | | PeopleAdmin 7 is 2010's new release. Amongst much more, it incorporates:<br>Applicant self-service tools<br>Administrative self-service tools<br>Evaluative criteria definable per requisition<br>Support for Civil Service<br>Greatly enhance online reporting<br>Manage posting-specific question bank<br>Unique employment groups with unique workflows, forms, and email notifications |
| 26. | Is your standard service offering capable of performing the business requirements as listed? Please explain in detail, and list any major modifications necessary. | Y | Our standard offering is very robust and configurable. You may need to utilize the services of our Integrations team for times when you need to integrate with other systems. |
| 27. | Does your solution provide application hosting? Describe in detail. | Y | We host all site functions and database housing. |
| 28. | Is your solution scalable to a minimum of 500,000 users and user records? Describe. | Y | As a SaaS platform PeopleAdmin is architected for multiple large customer support and is currently supporting well over 500,000 records. |
| 29. | Is your solution data driven, configurable, and contain an intuitive GUI, for non-technical admin users to maintain down downs, workflows, etc? Describe. | Y | Our user interface has proven to be easily manageable by all 500+ customers we have now and their applicants over the last ten years. |
| 30. | Is your solution designed as a web-based application that would be accessible through all standard agency desktop and laptop computers and possibly other browser-enables devices? Describe. | Y | We support Internet Explorer, Mozilla Firefox, and Apple Safari. We regularly test our product on Internet Explorer and Mozilla Firefox. |
| 31. | Does your solution possess a flexible technical design that will facilitate evolution of the system to accommodate future needs? Describe. | Y | Our business model expects frequent or occasional changes. This is the nature of our client base and industry. Changes can be requested through Client Services and they will carefully enact changes as you desire, making suggestions based on our experience in the industry. |

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| | | | We handled tens of thousands of changes over the years and expect to continue to do so. |
| 32. | Does your solution support Windows authentication and access protocols? Describe. | Y | PeopleAdmin only requires users to have an internet connection and web browser. |
| 33. | Does your solution restrict access by user ID and strong password requirements? Describe. | Y | Version 5.8 restricts access to certain parts of the system, that access dependant on the end users' usertype permissions. No end user has access to see an end users' password. HR has the ability to reset the password. Version 7 adds the capability to require complex passwords.<br><br>As a further level of security some clients have chosen to integrate with their campus passwords through LDAP or Single Sign-On integrations. |
| 34. | Does your solution permit data to be available inside/outside firewalls (with proper security and authorization)? Describe. | Y | Via Secure FTP. |
| 35. | Is your solution based on a common platform and require a single login? Describe. | N | General setup is to require all end users to set up their own passwords. We can also integrate with your system's password through a Single Sign-On or LDAP integration. |
| 36. | Does your solution prevent unauthorized access? Describe. | Y | In order to gain access to the system, they must be authorized to do so. Without a username/password combination that works with the system's setup there is no entry into the system. |
| 37. | Will you provide a description of your solution's architecture? If yes, include a diagram indicating each component's location with respect to a corporate firewall. | Y | PeopleAdmin is a multi-tier web application. The solution is designed for rapid scalability and redundancy utilizing world class hosting facilities. No aspect of the service resides behind a customer firewall. |
| 38. | Does your solution have a limit or capacity for numbers of concurrent users and records, both active and inactive? Describe in detail. | N | There is no predetermined number of users permitted into the system. |
| 39. | Does your solution's architecture support | Y | Rights management is an |

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| | multiple RMS group? Describe. | | inherent function of the PeopleAdmin SaaS platform and is architected into the solution. |
| 40. | Does your solution support centralized database architecture? Describe. | Y | Yes, PeopleAdmin hosts and maintains every client's database. |
| 41. | Can all interactions with your solution take place over the internet/intranet? Describe. | Y | Almost all daily interaction will be done via the web interface. The Reporting Database is delivered to the client via an FTP site. All materials related to the site are available online. |
| 42. | Does your solution support multiple types of networking, hardware, software, and operating systems? List all that your solution supports, and include version numbers. | Y | PeopleAdmin only requires an internet connection and web browser. |
| 43. | Are their system prerequisites for your solution? Describe, and include all networking, hardware, database, web server, and/or other prerequisites. | Y | The only tools our clients need are internet availability and a computer. |
| 44. | Are web browsers supported by your solution? Please list the browsers, including version numbers, which are supported. | Y | Internet Explorer<br>Mozilla Firefox<br>Apple Safari |
| 45. | Does your solution require any browser plug-ins or applets? Explain. | N | |
| 46. | Does your solution require loading additional software on any client workstation other than a standard browser? Explain. | N | All you need to do is to type in the correct URL and you are loaded onto the site.<br>The only exceptions relate to accessing the Reporting Database. You will need Winzip 9.0 or above in order to un-encrypt the zipped file. You will also need Microsoft Access to translate the data. |
| 47. | Is there a recommended connection speed for internet access when using your solution? Describe. | Y | We recommend any high-speed data connection. |
| 48. | Does your solution generate automated correspondence? Describe the notification server environment for the correspondence. | Y | Our system triggers emails directly out of the system, normally as a result of a status change. |
| 49. | Is your solution MAPI compliant and able to integrate into existing e-mail and scheduling applications? Describe. | N | As a SaaS platform, PeopleAdmin provides all email gateway functions. |

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| 50. | IS your solution OLE compliant and able to link business objects? Describe. | | Not applicable. |
| 51. | Is your solution ODBC compliant? Describe. | | Not applicable. |
| 52. | Is your solution TCP/IP Protocol compliant? Describe. | | Not applicable. |
| 53. | Does your solution contain API's to facilitate integration with other systems? Describe. | | PeopleAdmin has integrated with over 300 unique customer systems using multiple protocols. Including, SOAP, XML file exchange and CSV imports and exports. |
| 54. | Does your solution maintain security across the firewall, and with users on different sides of the firewall? Describe. | Y | As a SaaS platform all customer data is stored and accessed behind PeopleAdmin firewalls. Any data not at rest is transferred to and from customers using 128bit encryption via HTTPS or SFTP. More information on security available in the Supplier Profile section. |
| 55. | Does your solution protect data and any other information from malicious or inadvertent damage? Describe. | Y | PeopleAdmin Security & Availability is included with this response in the Supplier Profile section. PeopleAdmin has never had a breach of any kind and utilizes industry-leading data security practices. |
| 56. | Does your solution provide multi-tier security architecture for a web application (two-tier security architecture is acceptable, but three-tier architecture is preferable)? Describe. | Y | PeopleAdmin provides multi-tiered security architecture (three-tier). Please refer to the PeopleAdmin technical whitepapers in the Supplier Profile section. |
| 57. | Will your solution meet TruSecure's certification testing on installed contractor hardware platforms prior to a contract award? Describe. | | Not applicable. |
| 58. | The solution should not require the collection or use of Social Security Number as a unique user identifier or key. Does your solution require use of Social Security Number? | N | |
| 59. | Can your solution's user interface be modified? Describe. | Y | The user interface can be changed for applicants to emulate the institution's public site. The user interface for on the administrator side can be modified with the client's logo. |

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| 60. | Is your solution's user interface designed/ constructed for ease of navigation and data access? Describe. | Y | All pertinent tools are available for applicants and administrators at appropriate and easy-to-understand points in the online experience. |
| 61. | Does your solution provide a comprehensive online help facility? Describe. | Y | Version 5.8 offers online videos at www.peopleadmin.com for administrators and manuals. Version 7 offers online videos, recorded webinars, online help, and other online tools. |
| 62. | Can your solution's user interface can be different for distinct employee groups and customers within a single installation? Describe. | Y | We can set up unique employment groups for distinct workflows, permissions, and business rules. The core user interface is the same, though the options presented can be different. |
| 63. | Does your solution present user capabilities using intuitive graphical user interfaces that are a natural reflection of the business processes that they support as opposed to a system-imposed approach driven by technical considerations? Describe. | Y | The system will be configured primarily on the consultation between PeopleAdmin staff and regular Human Resources staff. IT rarely needs to be involved. |
| 64. | Does your solution allow for separate views to be established for different groups or organizations? Describe. | Y | We can set up unique employment groups for distinct workflows, permissions, and business rules. The core user interface is the same, though the options presented can be different. |
| 65. | Are the groups and views able to be managed through your solution by an administrative business user with the proper authorization? Describe. | Y | Version 5.8 can be configured at any time in consultation with our Client Services staff. Version 7 adds self-service tools that permit the administrative end-user to make many changes directly to the system themselves. |
| 66. | Does your solution support the ability to adjust terminology to meet organizational needs (e.g., to promote consistency with other agency application systems and directives)? Describe. | Y | System words such as "requisition," "applicant," "user," etc. can be configured in each individual client site. |
| 67. | Does your solution have an integrated, context-sensitive online help system and reference guides for various user roles? Describe. | Y | Version 5.8 offer video tutorials on www.peopleadmin.com as well as user manuals delivered during implementation. Version 7 offers comprehensive online help that can be accessed by all |

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| | | | end users directly through the site. |
| 68. | Does your solution support multi-lingual capabilities? Describe. | N | |
| 69. | The RMS should be accessible over the Internet/Intranet 24 hours per day, 7 days per week, 52 weeks per year. Does your solution provide 24/7 accessibility? | Y | |
| 70. | Does your solution offer any supplemental services that enable an agency to maximize the business value contribution of its RMS investment? Describe. They could include but are not limited to technical analyses, content development assistance, development of specialized capabilities and their subsequent integration into commercial product baselines, and similar items. | Y | We have a distinct department at PeopleAdmin called Professional Services that provide ad-hoc consulting on just about any topic relating to the system or regarding business processes in general. They also provide detailed reporting analysis and instructor-led training for administrators or regular end-users. |
| 71. | Is there a documented process used to implement your solution within customer environments? Describe this process. | N | PeopleAdmin operates solely as a SaaS vendor. |
| 72. | Is there a documented process used to manage customer change requests in your solution? Describe the process. | Y | Customers can contact Client Services via the phone, email, or the web. All customer change requests find their way into the online ticketing system called MOPAC. We adhere to standard timeframes for all requests, which vary by urgency (anywhere between 48 hours and 10 business days). Clients work with PeopleAdmin Client Services consultants to achieve the desired change(s). |
| 73. | Do you have a project implementation plan created to implement your solution? Please include the full plan, with a sample schedule and listing of major milestones. Please estimate the total time for implementation based on your knowledge of our organization and its requirements. | Y | Please refer to the Appendices Section for the PeopleAdmin Project Implementation Plan. |
| 74. | Do you provide implementation resources? Describe. | Y | Please refer to the Appendices Section for the PeopleAdmin Project Implementation Plan. |
| 75. | Are you depending on implementation resources from the Commonwealth? Describe any resources expected. | Y | We will need a single point of contact to work with on the implementation and ongoing administration. |

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| 76. | Have you successfully implemented similar solutions? Describe the implementations, and list how many are currently in service today. | Y | We have implemented Commonwealth of Virginia already. We feel the implementation went smoothly and ongoing maintenance has gone smoothly. |
| 77. | Do you have a strategic partner program? List all partners and how partners are certified. | Y | Optional partner solutions include: HireRight for background verification; Jobelephant and JobTarget for advertising select job openings; and Scantron Corporation for testing. |
| 78. | Is there a certification program for the employees of the implementation partners? Describe the program. | Y | Please refer to the Appendices Section for the PeopleAdmin Project Implementation Plan. |
| 79. | Do you have a knowledge transfer plan from your firm to the Commonwealth? Describe. | Y | Please refer to the Appendices Section for the PeopleAdmin Project Implementation Plan. |
| 80. | Do you have a plan to migrate and incorporate legacy Recruit Management Systems into your solution? Describe. | Y | No migration will be necessary since Commonwealth of Virginia is a current customer of PeopleAdmin's. |
| 81. | Will tools and expertise be available for integrating your solution with existing agency and Commonwealth-level systems like the Commonwealth Personnel Management Information System? Describe. | Y | You may work with our integrations department in order to integrate with any import/export dealing with the system. |
| 82. | Are support services and options provided with your solution? Describe. | Y | Version 5.8 offer video tutorials on www.peopleadmin.com as well as user manuals delivered during implementation. Version 7 offers comprehensive online help that can be accessed by all end users directly through the site.<br><br>You can also purchase additional training through our Professional Services department. |
| 83. | Is information communicated regarding outstanding problems, fixes, modifications and improvements to your solution available to the customer and publicized? Describe. | Y | When the problem, fix, modification, or improvement is pertinent to our client base we communicate via email, phone, information on our website, and other approaches. |
| 84. | Is there a documented procedure for handling and resolving bug fixes to your solution? | Y | Please refer to the Appendices Section for the PeopleAdmin Customer Support Plan. |

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| 85. | Do you have formal service escalation and problem resolution procedures? Describe. | Y | Yes, this is the general escalation path:<br>Client Service team manager and/or Account Manager<br>Manager of Client Services<br>VP of Client Services<br>CEO |
| 86. | Has your company accepted Application Service Provider (ASP) service level agreements with other organizations? Describe in detail. | Y | PeopleAdmin contractually commits as an ASP with all of its customers. Custom requests for terms or service levels beyond the standard agreement can be negotiated as needed. |
| 87. | Does your solution provide a means for individual users to tailor the user interface to their personal needs and preferences without the need for technical staff intervention? Describe. | Y | Version 7 allows the end user to configure the search results tables that they see. This includes Search Requisitions, Search Applicants, Search Users, etc. |
| 88. | Does your solution provide an easily customizable user interface (e.g., allow for use of agency logos and consistency with agency desktop user interface conventions)? Describe. | Y | A client can modify their applicant site to emulate their own public site. On the administrative side, clients can add their logo to the site. |
| 89. | Is a detailed training plan available for end users, administrators, and technical staff? Describe. | Y | Please refer to the Appendices Section for the PeopleAdmin Project Implementation Plan. |
| 90. | Is computer-based training (CBT) or web-training available for your solution? Describe. | Y | Version 5.8 offer video tutorials on www.peopleadmin.com as well as user manuals delivered during implementation. Version 7 offers comprehensive online help that can be accessed by all end users directly through the site.<br>You can also purchase training led live by an instructor in a remote-setting through our Professional Services department. |
| 91. | Does your solution provide a personalized individual student welcome page that displays student-specific information based on profile? Describe. | Y | Usertypes can be configured specific to student-specific jobs so that on the administrator side of the site only student-specific requisitions are shown. |
| 93. | Does your solution provide user interface views tailored to the needs of learner, manager, instructor, content author and | Y | User types can be configured specific to any type of |

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| | administrator perspectives? Describe. | | employment group's needs. |
| 94. | Are training courses "ad-hoc", available to the Commonwealth upon start-up? Describe. | Y | Ad-hoc training courses are available for purchase with our Professional Services group. |
| 95. | Do you offer a "train the trainer" option? Describe. | Y | Train the Trainer training courses are available for purchase with our Professional Services group. |
| 96. | Can the Commonwealth duplicate the training materials? Describe. | Y | The training manuals for Version 5.8 are Word files and can be duplicated. Online tutorials and webinars can be accessed online 24/7 with a MOPAC login. Online help for Version 7 can be copy/pasted easily into word processing formats. |
| 97. | Are training/certifications available on advanced functions for IT personnel, administrators, and users? Describe. | Y | During implementation, a client receives much training along the way with the PeopleAdmin project manager.<br><br>Professional Services are available for additional training. |
| 98. | Is training provided for releases and upgrades? Describe. | Y | Online webinars are available for new releases and upgrades. |
| 99. | Are ongoing user learning aids provided (e.g. online help, access to help desk, user manuals)? Describe. | Y | For Version 5.8, an end user with a MOPAC login can access training videos and lessons on new functionality. For Version 7 this is available, as well as online help that is updated by PeopleAdmin. |
| 100. | Do you subcontract training? Explain. | N | Our Professional Services team is more than sufficient for training. They are the most qualified for the job and are efficient at what they do. We see no need to outsource training. |
| 101. | Is your solution capable of additional related functionality? If yes, describe all additional modules/options. | Y | We offer two additional modules: Position Description and Performance Management. We will soon be bringing OnBoarding into the fold in Q1 2011.<br><br>Position Descriptions allow a client to electronically post their entire position library for current positions. These descriptions can be modified via Actions, of |

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| | | | which are permissioned to various user types.<br><br>Performance Management incorporates performance evaluations and other related forms to be brought online, thus making the annual review process easier to maintain and enforce.<br><br>Onboarding will bridge the gap between when an applicant is offered a position and when they actually become an employee. This will include prepopulating post hire forms, setting up tasks with reminders for various departments, and other uses. |
| 102. | Is your solution expandable to include other value added services? If yes, describe all services offered. | Y | Through our partners, PeopleAdmin greatly expands our service offerings.<br><br>HireRight Connect™, HireRight's integration platform, adds pre-integrated, full-featured employment screening services to the PeopleAdmin applicant tracking module.<br><br>Jobelephant.com, Inc. is a value-added recruitment advertising agency which consolidates the placement of recruitment advertising with exceptional customer support without additional costs<br><br>JobTarget, the leading online source for recruitment advertising management and distribution, has teamed up with PeopleAdmin to offer an easy to use one-click job posting solution, which will enable you to post your job to any and all sites on the Internet – right from PeopleAdmin!<br><br>Scantron Corporation provides tools that helps education, commercial, and government organizations worldwide measure and improve effectiveness with assessment and survey solutions. |

# EXHIBIT B: APPLICATION OPTIONS LIST; FEES, LICENSED SERVICES CHARGES, AND PAYMENT SCHEDULE

**Table I:** Options List for the Virginia Department of Human Resource Management account to support unlimited employees for the Commonwealth of VA

| Item | Cost | Description |
|---|---|---|
| Statewide Recruit Management System (PeopleAdmin v7) | $70,000 per year | Includes the following application and services:<br>Job Requisition Module<br>Online Employment Application Module<br>Applicant Tracking Module<br>EEO Reporting Module<br>Training<br>Data Conversion |
| Position Description Module, 12-Month Pilot | No Charge | Optional 12-month pilot includes the following application and services:<br>Position Description Module Implementation<br>Training |
| Position Description Module | $51,600 per year | Optional, after the free 12-month pilot |
| Integration Maintenance File | $500 (initial one-time fee) | CSV file reporting data |
| Onsite professional consultation | $2,900 per hour | Optional service for reporting, training, consultation |
| Web-based consultation | $250 per hour | Optional service for reporting, training, and consultation |
| Premium Support | $20,600 per year | Optional Premium Support |
| Escrow Set-up Fee | $500 (initial one-time fee) | Optional service for software source code and complete technical documentation placement into escrow with a third-party (Iron Mountain) |
| Escrow Service Renewal | $250 (annual fee for renewal years) | Options service to renew escrow beneficiary agreement. |

**Table 2:** Other Public Bodies who do not participate in the Recruitment Management System provided through the VA Department of Human Resource Management have the option to purchase the Applicant Tracking Module and Position Description Module from this contract. The following prices are list prices; public bodies are entitled to a discount off the list price between 8% and 14%. The supplier will provide a quote with the discount to the specific entity. Prices are annual except where otherwise noted.

| Item | Description | List Price |
|---|---|---|
| ATS-300 | PeopleAdmin Annual ATS - 300 employees | $8,609.59 |
| ATS-350 | PeopleAdmin Annual ATS - 350 employees | $8,609.59 |
| ATS-400 | PeopleAdmin Annual ATS - 400 employees | $8,609.59 |
| ATS-450 | PeopleAdmin Annual ATS - 450 employees | $9,566.21 |
| ATS-500 | PeopleAdmin Annual ATS - 500 employees | $10,522.83 |
| ATS-600 | PeopleAdmin Annual ATS - 600 employees | $11,957.77 |
| ATS-700 | PeopleAdmin Annual ATS - 700 employees | $13,392.70 |
| ATS-800 | PeopleAdmin Annual ATS - 800 employees | $14,349.32 |
| ATS-900 | PeopleAdmin Annual ATS - 900 employees | $15,305.94 |
| ATS-1000 | PeopleAdmin Annual ATS - 1000 employees | $15,784.25 |
| ATS-1100 | PeopleAdmin Annual ATS - 1100 employees | $16,740.87 |
| ATS-1200 | PeopleAdmin Annual ATS - 1200 employees | $17,697.49 |
| ATS-1300 | PeopleAdmin Annual ATS - 1300 employees | $18,175.80 |
| ATS-1500 | PeopleAdmin Annual ATS - 1500 employees | $20,567.36 |
| ATS-1700 | PeopleAdmin Annual ATS - 1700 employees | $22,002.29 |
| ATS-1800 | PeopleAdmin Annual ATS - 1800 employees | $22,384.94 |
| ATS-1900 | PeopleAdmin Annual ATS - 1900 employees | $23,437.22 |
| ATS-2000 | PeopleAdmin Annual ATS - 2000 employees | $23,915.53 |
| ATS-2100 | PeopleAdmin Annual ATS - 2100 employees | $24,393.84 |
| ATS-2200 | PeopleAdmin Annual ATS - 2200 employees | $24,872.15 |
| ATS-2300 | PeopleAdmin Annual ATS - 2300 employees | $25,350.46 |
| ATS-2400 | PeopleAdmin Annual ATS - 2400 employees | $25,828.77 |
| ATS-2500 | PeopleAdmin Annual ATS - 2500 employees | $26,307.08 |
| ATS-2600 | PeopleAdmin Annual ATS - 2600 employees | $26,785.40 |
| ATS-2700 | PeopleAdmin Annual ATS - 2700 employees | $27,263.71 |
| ATS-2800 | PeopleAdmin Annual ATS - 2800 employees | $27,742.02 |
| ATS-2900 | PeopleAdmin Annual ATS - 2900 employees | $28,220.33 |
| ATS-3000 | PeopleAdmin Annual ATS - 3000 employees | $28,698.64 |
| ATS-3200 | PeopleAdmin Annual ATS - 3200 employees | $29,655.26 |
| ATS-3400 | PeopleAdmin Annual ATS - 3400 employees | $30,611.88 |
| ATS-3600 | PeopleAdmin Annual ATS - 3600 employees | $31,568.50 |
| ATS-3800 | PeopleAdmin Annual ATS - 3800 employees | $32,525.12 |
| ATS-4000 | PeopleAdmin Annual ATS - 4000 employees | $33,481.74 |
| ATS-4300 | PeopleAdmin Annual ATS - 4300 employees | $34,916.68 |

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|---|---|---|
| ATS-4600 | PeopleAdmin Annual ATS - 4600 employees | $36,351.61 |
| ATS-4900 | PeopleAdmin Annual ATS - 4900 employees | $37,308.23 |
| ATS-5000 | PeopleAdmin Annual ATS - 5000 employees | $37,786.54 |
| ATS-5500 | PeopleAdmin Annual ATS - 5500 employees | $39,221.47 |
| ATS-6000 | PeopleAdmin Annual ATS - 6000 employees | $41,134.71 |
| ATS-7000 | PeopleAdmin Annual ATS - 7000 employees | $45,917.82 |
| ATS-7500 | PeopleAdmin Annual ATS - 7500 employees | $47,352.75 |
| ATS-8000 | PeopleAdmin Annual ATS - 8000 employees | $48,309.37 |
| ATS-8500 | PeopleAdmin Annual ATS - 8500 employees | $49,265.99 |
| ATS-9000 | PeopleAdmin Annual ATS - 9000 employees | $50,700.93 |
| ATS-9500 | PeopleAdmin Annual ATS - 9500 employees | $51,657.55 |
| ATS-10000 | PeopleAdmin Annual ATS - 10000 employees | $52,614.17 |
| ATS-12500 | PeopleAdmin Annual ATS - 12500 employees | $59,310.52 |
| ATS-15000 | PeopleAdmin Annual ATS - 15000 employees | $63,137.00 |
| ATS-17500 | PeopleAdmin Annual ATS - 17500 employees | $68,876.73 |
| ATS-20000 | PeopleAdmin Annual ATS - 20000 employees | $73,659.84 |
| ATS-22500 | PeopleAdmin Annual ATS - 22500 employees | $77,008.01 |
| ATS-25000 | PeopleAdmin Annual ATS - 25000 employees | $78,921.25 |
| ATS-30000 | PeopleAdmin Annual ATS - 30000 employees | $89,922.40 |
| ATS-35000 | PeopleAdmin Annual ATS - 35000 employees | $100,445.23 |
| ATS-40000 | PeopleAdmin Annual ATS - 40000 employees | $110,011.44 |
| ATS-45000 | PeopleAdmin Annual ATS - 45000 employees | $119,577.66 |
| ATS-50000 | PeopleAdmin Annual ATS - 50000 employees | $126,274.01 |
| ATS-60000 | PeopleAdmin Annual ATS - 60000 employees | $153,059.40 |
| ATS-70000 | PeopleAdmin Annual ATS - 70000 employees | $167,408.72 |
| ATS-80000 | PeopleAdmin Annual ATS - 80000 employees | $176,974.93 |
| ATS-90000 | PeopleAdmin Annual ATS - 90000 employees | $191,324.25 |
| ATS-100000 | PeopleAdmin Annual ATS - 100000 employees | $210,456.68 |
| PD-300 | PeopleAdmin Annual PD - 300 employees | $4,304.80 |
| PD-350 | PeopleAdmin Annual PD - 350 employees | $4,304.80 |
| PD-400 | PeopleAdmin Annual PD - 400 employees | $4,304.80 |
| PD-450 | PeopleAdmin Annual PD - 450 employees | $4,783.11 |
| PD-500 | PeopleAdmin Annual PD - 500 employees | $5,261.42 |
| PD-600 | PeopleAdmin Annual PD - 600 employees | $5,978.88 |
| PD-700 | PeopleAdmin Annual PD - 700 employees | $6,696.35 |

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|---|---|---|
| PD-800 | PeopleAdmin Annual PD - 800 employees | $7,174.66 |
| PD-900 | PeopleAdmin Annual PD - 900 employees | $7,652.97 |
| PD-1000 | PeopleAdmin Annual PD - 1000 employees | $7,892.13 |
| PD-1100 | PeopleAdmin Annual PD - 1100 employees | $8,370.44 |
| PD-1200 | PeopleAdmin Annual PD - 1200 employees | $8,848.75 |
| PD-1300 | PeopleAdmin Annual PD - 1300 employees | $9,087.90 |
| PD-1500 | PeopleAdmin Annual PD - 1500 employees | $10,283.68 |
| PD-1700 | PeopleAdmin Annual PD - 1700 employees | $11,001.14 |
| PD-1800 | PeopleAdmin Annual PD - 1800 employees | $11,192.47 |
| PD-1900 | PeopleAdmin Annual PD - 1900 employees | $11,718.61 |
| PD-2000 | PeopleAdmin Annual PD - 2000 employees | $11,957.77 |
| PD-2100 | PeopleAdmin Annual PD - 2100 employees | $12,196.92 |
| PD-2200 | PeopleAdmin Annual PD - 2200 employees | $12,483.91 |
| PD-2300 | PeopleAdmin Annual PD - 2300 employees | $12,675.23 |
| PD-2400 | PeopleAdmin Annual PD - 2400 employees | $12,914.39 |
| PD-2500 | PeopleAdmin Annual PD - 2500 employees | $13,153.54 |
| PD-2600 | PeopleAdmin Annual PD - 2600 employees | $13,392.70 |
| PD-2700 | PeopleAdmin Annual PD - 2700 employees | $13,631.85 |
| PD-2800 | PeopleAdmin Annual PD - 2800 employees | $13,871.01 |
| PD-2900 | PeopleAdmin Annual PD - 2900 employees | $14,110.16 |
| PD-3000 | PeopleAdmin Annual PD - 3000 employees | $14,349.32 |
| PD-3200 | PeopleAdmin Annual PD - 3200 employees | $14,827.63 |
| PD-3400 | PeopleAdmin Annual PD - 3400 employees | $15,305.94 |
| PD-3600 | PeopleAdmin Annual PD - 3600 employees | $15,784.25 |
| PD-3800 | PeopleAdmin Annual PD - 3800 employees | $16,262.56 |
| PD-4000 | PeopleAdmin Annual PD - 4000 employees | $16,740.87 |
| PD-4300 | PeopleAdmin Annual PD - 4300 employees | $17,458.34 |
| PD-4600 | PeopleAdmin Annual PD - 4600 employees | $18,175.80 |
| PD-4900 | PeopleAdmin Annual PD - 4900 employees | $18,654.11 |
| PD-5000 | PeopleAdmin Annual PD - 5000 employees | $18,414.96 |
| PD-5500 | PeopleAdmin Annual PD - 5500 employees | $19,610.74 |
| PD-6000 | PeopleAdmin Annual PD - 6000 employees | $20,567.36 |
| PD-7000 | PeopleAdmin Annual PD - 7000 employees | $22,958.91 |
| PD-7500 | PeopleAdmin Annual PD - 7500 employees | $23,676.38 |
| PD-8000 | PeopleAdmin Annual PD - 8000 employees | $24,154.69 |

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|---|---|---|
| PD-8500 | PeopleAdmin Annual PD - 8500 employees | $24,633.00 |
| PD-9000 | PeopleAdmin Annual PD - 9000 employees | $25,350.46 |
| PD-9500 | PeopleAdmin Annual PD - 9500 employees | $25,828.77 |
| PD-10000 | PeopleAdmin Annual PD - 10000 employees | $26,307.08 |
| PD-12500 | PeopleAdmin Annual PD - 12500 employees | $29,655.26 |
| PD-15000 | PeopleAdmin Annual PD - 15000 employees | $31,568.50 |
| PD-17500 | PeopleAdmin Annual PD - 17500 employees | $34,438.37 |
| PD-20000 | PeopleAdmin Annual PD - 20000 employees | $36,829.92 |
| PD-22500 | PeopleAdmin Annual PD - 22500 employees | $38,504.01 |
| PD-25000 | PeopleAdmin Annual PD - 25000 employees | $39,460.63 |
| PD-30000 | PeopleAdmin Annual PD - 30000 employees | $44,961.20 |
| PD-35000 | PeopleAdmin Annual PD - 35000 employees | $50,222.62 |
| PD-40000 | PeopleAdmin Annual PD - 40000 employees | $55,005.72 |
| PD-45000 | PeopleAdmin Annual PD - 45000 employees | $59,788.83 |
| PD-50000 | PeopleAdmin Annual PD - 50000 employees | $63,137.00 |
| PD-60000 | PeopleAdmin Annual PD - 60000 employees | $76,529.70 |
| PD-70000 | PeopleAdmin Annual PD - 70000 employees | $83,704.36 |
| PD-80000 | PeopleAdmin Annual PD - 80000 employees | $88,487.47 |
| PD-90000 | PeopleAdmin Annual PD - 90000 employees | $95,662.13 |
| PD-100000 | PeopleAdmin Annual PD - 100000 employees | $105,228.34 |
| IMP-BSC | PeopleAdmin ATS/PD Implementation - Basic | $4,783.11 |
| IMP-STD | PeopleAdmin ATS/PD Implementation - Standard | $9,566.21 |
| IMP-PRM | PeopleAdmin ATS/PD Implementation - Premium | $17,219.18 |
| TRAIN- | PeopleAdmin Training/Consulting - Per Day Onsite | $2,869.86 |
| TRAIN-WEB | PeopleAdmin Training/Consulting - Basic Training Class (web based) | $286.03 |
| TRAIN-ADMIN | PeopleAdmin Training/Consulting - Basic Training Class (Admin training) Class) | $381.69 |

| Item | Description | List Price |
|---|---|---|
| PM-300 | PeopleAdmin Annual PM - 300 employees | $ 5,175.00 |
| PM-350 | PeopleAdmin Annual PM - 350 employees | $ 5,962.50 |
| PM-400 | PeopleAdmin Annual PM - 400 employees | $ 6,750.00 |
| PM-450 | PeopleAdmin Annual PM - 450 employees | $ 7,537.50 |
| PM-500 | PeopleAdmin Annual PM - 500 employees | $ 8,325.00 |
| PM-600 | PeopleAdmin Annual PM - 600 employees | $ 9,900.00 |
| PM-700 | PeopleAdmin Annual PM - 700 employees | $ 11,475.00 |
| PM-800 | PeopleAdmin Annual PM - 800 employees | $ 13,050.00 |
| PM-900 | PeopleAdmin Annual PM - 900 employees | $ 14,625.00 |
| PM-1000 | PeopleAdmin Annual PM - 1000 employees | $ 17,100.00 |
| PM-1100 | PeopleAdmin Annual PM - 1100 employees | $ 17,685.00 |
| PM-1200 | PeopleAdmin Annual PM - 1200 employees | $ 18,270.00 |
| PM-1300 | PeopleAdmin Annual PM - 1300 employees | $ 18,855.00 |
| PM-1400 | PeopleAdmin Annual PM - 1400 employees | $ 19,440.00 |
| PM-1500 | PeopleAdmin Annual PM - 1500 employees | $ 20,025.00 |
| PM-1700 | PeopleAdmin Annual PM - 1700 employees | $ 21,195.00 |
| PM-1800 | PeopleAdmin Annual PM - 1800 employees | $ 21,780.00 |
| PM-1900 | PeopleAdmin Annual PM - 1900 employees | $ 22,365.00 |
| PM-2000 | PeopleAdmin Annual PM - 2000 employees | $ 22,950.00 |
| PM-2100 | PeopleAdmin Annual PM - 2100 employees | $ 23,535.00 |
| PM-2200 | PeopleAdmin Annual PM - 2200 employees | $ 24,120.00 |
| PM-2300 | PeopleAdmin Annual PM - 2300 employees | $ 24,705.00 |
| PM-2400 | PeopleAdmin Annual PM - 2400 employees | $ 25,290.00 |
| PM-2500 | PeopleAdmin Annual PM - 2500 employees | $ 25,875.00 |
| PM-2600 | PeopleAdmin Annual PM - 2600 employees | $ 26,460.00 |
| PM-2700 | PeopleAdmin Annual PM - 2700 employees | $ 27,045.00 |
| PM-2800 | PeopleAdmin Annual PM - 2800 employees | $ 27,630.00 |
| PM-2900 | PeopleAdmin Annual PM - 2900 employees | $ 28,215.00 |
| PM-3000 | PeopleAdmin Annual PM - 3000 employees | $ 28,800.00 |
| PM-3200 | PeopleAdmin Annual PM - 3200 employees | $ 29,970.00 |
| PM-3400 | PeopleAdmin Annual PM - 3400 employees | $ 31,140.00 |
| PM-3600 | PeopleAdmin Annual PM - 3600 employees | $ 32,310.00 |
| PM-3800 | PeopleAdmin Annual PM - 3800 employees | $ 33,480.00 |
| PM-4000 | PeopleAdmin Annual PM - 4000 employees | $ 34,650.00 |
| PM-4300 | PeopleAdmin Annual PM - 4300 employees | $ 35,550.00 |
| PM-4600 | PeopleAdmin Annual PM - 4600 employees | $ 36,900.00 |
| PM-4900 | PeopleAdmin Annual PM - 4900 employees | $ 38,250.00 |
| PM-5000 | PeopleAdmin Annual PM - 5000 employees | $ 38,700.00 |
| PM-5500 | PeopleAdmin Annual PM - 5500 employees | $ 40,950.00 |

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|---|---|---|
| PM-6000 | PeopleAdmin Annual PM - 6000 employees | $ 43,200.00 |
| PM-7000 | PeopleAdmin Annual PM - 7000 employees | $ 47,700.00 |
| PM-7500 | PeopleAdmin Annual PM - 7500 employees | $ 49,950.00 |
| PM-8000 | PeopleAdmin Annual PM - 8000 employees | $ 52,200.00 |
| PM-8500 | PeopleAdmin Annual PM - 8500 employees | $ 54,450.00 |
| PM-9000 | PeopleAdmin Annual PM - 9000 employees | $ 56,700.00 |
| PM-9500 | PeopleAdmin Annual PM - 9500 employees | $ 58,950.00 |
| PM-10000 | PeopleAdmin Annual PM - 10000 employees | $ 61,200.00 |
| PM-12500 | PeopleAdmin Annual PM - 12500 employees | $ 65,250.00 |
| PM-15000 | PeopleAdmin Annual PM - 15000 employees | $ 69,300.00 |
| PM-17500 | PeopleAdmin Annual PM - 17500 employees | $ 73,350.00 |
| PM-20000 | PeopleAdmin Annual PM - 20000 employees | $ 77,400.00 |
| PM-22500 | PeopleAdmin Annual PM - 22500 employees | $ 81,450.00 |
| PM-25000 | PeopleAdmin Annual PM - 25000 employees | $ 85,500.00 |
| PM-30000 | PeopleAdmin Annual PM - 30000 employees | $ 93,600.00 |
| PM-35000 | PeopleAdmin Annual PM - 35000 employees | $ 101,700.00 |
| PM-40000 | PeopleAdmin Annual PM - 40000 employees | $ 100,800.00 |
| PM-45000 | PeopleAdmin Annual PM - 45000 employees | $ 117,900.00 |
| PM-50000 | PeopleAdmin Annual PM - 50000 employees | $ 126,000.00 |
| PM-60000 | PeopleAdmin Annual PM - 60000 employees | $ 142,200.00 |
| PM-70000 | PeopleAdmin Annual PM - 70000 employees | $ 158,400.00 |
| PM-80000 | PeopleAdmin Annual PM - 80000 employees | $ 174,600.00 |
| PM-90000 | PeopleAdmin Annual PM - 90000 employees | $ 190,800.00 |
| PM-100000 | PeopleAdmin Annual PM - 100000 employees | $ 207,000.00 |
| PM One-time implementation fee to be determined depending on scope of services negotiated between the customer and PeopleAdmin, not to exceed half of the list price for the corresponding number of employees. | | 50% annual fee |
| Pro-rated fees will apply for customers who purchase PM during the calendar year | | 1/12 annual fee for each month of service in the first year |
| Note: Total annual fees will be reduced for each customer as the number of employees' increases. Recalculation of fees will occur once per year, prior to the annual service billing. | | |

# EXHIBIT C APPLICATION FLEXSAFE ESCROW AGREEMENT

DSI TECHNOLOGY ESCROW SERVICES
S085213

For Internal Use Only

IRON MOUNTAIN®

Iron Mountain offers records management for both physical and digital media, disaster recovery support, consulting services, and is the leader in intellectual property protection, specializing in technology escrow and domain name records management. Comac, a subsidiary of Iron Mountain, provides marketing collateral fulfillment services. Iron Mountain is committed to delivering responsive and reliable service to meet our customers' needs. Our proven systems and processes ensure that we provide quality and consistent service to our customers. Be sure to visit our website, www.ironmountain.com for more information.

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# FLEXSAFE ESCROW AGREEMENT

Account Number 9112

This agreement ("Agreement") is effective 09-01, 2002 between DSI Technology Escrow Services, Inc. ("DSI") and PEOPLEADMIN, INC. ("Depositor"), who collectively may be referred to in this Agreement as the parties ("Parties") and who are more fully identified in Exhibit A.

A. Depositor and Depositor's client have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. Depositor desires to establish an escrow with DSI to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

D. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

## ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to DSI the proprietary technology and other materials ("Deposit Materials") to be deposited under this Agreement.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to DSI, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to DSI with the Deposit Materials. Unless and until Depositor makes the initial deposit with DSI, DSI shall have no obligation with respect to this Agreement, except the obligation to notify Depositor regarding the status of the account as required in Section 3.2.

1.3 Deposit Inspection. When DSI receives the Deposit Materials and Exhibit B, DSI will conduct a deposit inspection by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit B.

1.4 Acceptance of Deposit. At completion of the deposit inspection, if DSI determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, DSI will date and sign Exhibit B and mail a copy thereof to Depositor. If DSI determines that the labeling does not match the item descriptions or quantity on Exhibit B, DSI will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and

© 1983, 2001 DSI

(c) mail a copy of Exhibit B to Depositor. DSI's acceptance of the deposit occurs upon the signing of Exhibit B by DSI.

1.5 Depositor's Representations. Depositor represents as follows:

a. Depositor lawfully possesses all of the Deposit Materials deposited with DSI;

b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to DSI the rights as provided in this Agreement; and

c. The Deposit Materials are not subject to any lien or other encumbrance.

d. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.6 Deposit Updates. Updates to the Deposit Materials may be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.5. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.7 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor or as otherwise provided in this Agreement.

## ARTICLE 2 -- **FLEXSAFE ENROLLMENTS**

2.1 FlexSAFE Beneficiary. As used in this Agreement ("FlexSAFE Beneficiary") shall mean one or more FlexSAFE Beneficiaries depending on Depositor Enrollment(s), in accordance with Section 2.2.

2.2 FlexSAFE Enrollment(s). Depositor may enroll one or more beneficiaries under this Agreement. Depositor will execute and submit to DSI a FlexSAFE Beneficiary Enrollment document, referenced in this Agreement as Exhibit T, listing each beneficiary to be enrolled as a FlexSAFE Beneficiary under the Agreement. Upon DSI's acceptance of Exhibit T and any additional Exhibit T thereto, DSI will issue an enrollment letter and a copy of this Agreement to the FlexSAFE Beneficiary.

2.3 Other Third Parties. DSI shall have no obligation to any other third party except a FlexSAFE Beneficiary accepted by DSI. DSI and Depositor shall have the right to modify or cancel the Agreement without the consent of any third party.

## ARTICLE 3 -- CONFIDENTIALITY AND RECORD KEEPING

3.1 Confidentiality. DSI shall maintain the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of DSI. DSI shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement, DSI shall not disclose the content of this Agreement to any third party and shall not disclose, transfer, make available, or use the Deposit Materials. If DSI receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, DSI will immediately notify Depositor unless prohibited by law. It shall be the responsibility of Depositor to challenge any such order; however, DSI does not waive its rights to present its position with respect to any such order. DSI will not be required to disobey any order from a court or other judicial tribunal. (See Section 8.5 for notices of requested orders.)

3.2 Status Reports. DSI will issue to Depositor and FlexSAFE Beneficiary a report profiling the account history at least semi-annually. DSI may provide copies of the account history upon request. Depositor will notify DSI if the account history is not to be provided to FlexSAFE Beneficiary.

3.3 Audit Rights. During the term of this Agreement, Depositor shall have the right to inspect the written records of DSI pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

## ARTICLE 4 -- GRANT OF RIGHTS TO DSI

4.1 Title to Media. Depositor hereby transfers to DSI the title to the media upon which the proprietary technology and materials are written or stored. However, this transfer does not include the ownership of the proprietary technology and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

4.2 Right to Make Copies. DSI shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. DSI shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the Deposit Materials onto any copies made by DSI. With all Deposit Materials submitted to DSI, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials including but not limited to the hardware and/or software needed.

4.3 Right to Transfer Upon Release. Depositor hereby grants to DSI the right to transfer the Deposit Materials to FlexSAFE Beneficiary upon any release of the Deposit Materials for use by FlexSAFE Beneficiary in accordance with Section 5.4. Except upon such a release or as otherwise provided in this Agreement, DSI shall not transfer the Deposit Materials.

## ARTICLE 5 -- RELEASE OF DEPOSIT

5.1 Release of Deposit Upon Depositor's Instruction. Upon receipt by DSI of written instruction(s) directly from Depositor, Depositor's trustee in bankruptcy, or a court of competent jurisdiction, DSI will release a copy of the Deposit Materials to the FlexSAFE Beneficiary

identified in the instruction(s). However, DSI is entitled to receive any fees due DSI before making the release. Any copying expense in excess of $300 will be chargeable to FlexSAFE Beneficiary. This Agreement will terminate upon the release of the Deposit Materials held by DSI.

5.2 Filing for Release of Deposit by FlexSAFE Beneficiary.

a. Upon notice to DSI by FlexSAFE Beneficiary of the occurrence of a release condition as defined in Section 5.3, DSI shall provide Depositor with a copy of FlexSAFE Beneficiary's notice by commercial express mail. From the date DSI mails the notice requesting release of the Deposit Materials, Depositor shall have 60 days to deliver to DSI contrary instructions ("Contrary Instructions").

Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, DSI shall send a copy of the Contrary Instructions to FlexSAFE Beneficiary by commercial express mail. Additionally, DSI shall notify both Depositor and FlexSAFE Beneficiary that there is a dispute to be resolved pursuant to Section 8.3. Subject to Section 6.3, DSI will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and FlexSAFE Beneficiary; (b) dispute resolution pursuant to Section 8.3; or (c) order of a court.

b. If no Contrary Instructions are given to DSI, Depositor agrees that DSI shall deliver a copy of the Deposit Materials to the FlexSAFE Beneficiary who provides DSI with all of the following:

1. Copy of the current License Agreement between Depositor and FlexSAFE Beneficiary;

2. Written demand that a copy of the Deposit Materials be released and delivered to FlexSAFE Beneficiary;

3. Written notice that the copy of the Deposit Materials being released to FlexSAFE Beneficiary only be used as permitted under the License Agreement;

4. Specific delivery instructions along with any fees due DSI; and

5. Written notice that the release of the copy of the Deposit Materials is pursuant to 11 United States Code Section 365(n) or other applicable federal or state bankruptcy, insolvency, reorganization or liquidation statute.

5.3 Release Conditions. As used in this Agreement, "Release Condition" shall mean the existence of any one or more of the following circumstances, uncorrected for more than 30 days:

a. Entry of an order for relief under Title 11 of the United States Code;

b. The making by Depositor of a general assignment for the benefit of creditors;

c. The appointment of a general receiver or trustee in bankruptcy of Depositor's business or property; or

d. Action by Depositor under any state or federal insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

5.4 Right to Use Following Release. Unless otherwise provided in the License Agreement; upon release of the Deposit Materials in accordance with this Article 5, FlexSAFE Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to FlexSAFE Beneficiary by the License Agreement. FlexSAFE Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

## ARTICLE 6 -- **TERM AND TERMINATION**

6.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing that the Agreement is terminated; or (b) DSI instructs Depositor and FlexSAFE Beneficiary in writing that the Agreement is terminated for nonpayment in accordance with Section 6.3 or by resignation in accordance with Section 6.4. If the Deposit Materials are subject to another escrow agreement with DSI, DSI reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

6.2 Term of FlexSAFE Enrollment. Upon receipt by DSI of Depositor's executed Exhibit T, the FlexSAFE Beneficiary will be enrolled for an initial term of one year, unless this Agreement terminates earlier, causing the FlexSAFE Beneficiary enrollment to terminate. Subsequent enrollment terms may be adjusted to the anniversary date of this Agreement and shall automatically renew from year-to-year unless (a) Depositor instructs DSI in writing to terminate the FlexSAFE Beneficiary enrollment; (b) FlexSAFE Beneficiary instructs DSI in writing to terminate the FlexSAFE Beneficiary; or (c) the enrollment is terminated by DSI for nonpayment in accordance with Section 6.3.

6.3 Termination for Nonpayment. In the event of the nonpayment of fees owed to DSI, DSI shall provide written notice of delinquency to all parties to this Agreement. Unless Depositor has instructed DSI to terminate FlexSAFE Beneficiary pursuant to subsection 6.2(a), Depositor or FlexSAFE Beneficiary shall have the right to make the payment to DSI to cure the default. If the past due payment is not received in full by DSI within one month of the date of such notice, then DSI shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. DSI shall have no obligation to take any action under this Agreement so long as any payment due to DSI remains unpaid.

6.4 Termination by Resignation. DSI reserves the right to terminate this Agreement, for any reason, by providing Depositor with 60-days' written notice of its intent to terminate this Agreement. Within the 60-day period, the Depositor may provide DSI with written instructions authorizing DSI to forward the Deposit Materials to another escrow company and/or agent or other designated recipient. If DSI does not receive said written instructions within 60 days of the

date of DSI's written termination notice, then DSI shall destroy, return or otherwise deliver the Deposit Materials in accordance with Section 6.5.

6.5 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, DSI shall destroy, return, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, DSI may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. DSI shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with DSI or have been released to the FlexSAFE Beneficiary in accordance with Section 5.3.

6.6 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

a. Depositor's Representations (Section 1.5);

b. The obligations of confidentiality with respect to the Deposit Materials;

c. The rights granted in the sections entitled Right to Transfer Upon Release (Section 4.3) and Right to Use Following Release (Section 5.4), if a release of the Deposit Materials has occurred prior to termination;

d. The obligation to pay DSI any fees and expenses due;

e. The provisions of Article 8; and

f. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

## ARTICLE 7 -- **DSI'S FEES**

7.1 Fee Schedule. DSI is entitled to be paid its standard fees and expenses applicable to the services provided. DSI shall notify the party responsible for payment of DSI's fees at least 60 days prior to any increase in fees. For any service not listed on DSI's standard fee schedule, DSI will provide a quote prior to rendering the service, if requested.

7.2 Payment Terms. DSI shall not be required to perform any service unless the payment for such service and any outstanding balances owed to DSI are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest.

## ARTICLE 8 -- **LIABILITY AND DISPUTES**

8.1 Right to Rely on Instructions. DSI may act in reliance upon any instruction, instrument, or signature reasonably believed by DSI to be genuine. DSI may assume that any employee of Depositor or FlexSAFE Beneficiary who gives any written notice, request, or instruction has the authority to do so. DSI will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. DSI shall not be responsible for failure to act as a result of causes beyond the reasonable control of DSI.

8.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless DSI from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by DSI relating in any way to this escrow arrangement unless such Liabilities were caused solely by the negligence or willful misconduct of DSI.

8.3 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by arbitration under the Commercial Rules of the American Arbitration Association. Three arbitrators shall be selected. The Depositor and FlexSAFE Beneficiary shall each select one arbitrator and the two chosen arbitrators shall select the third arbitrator, or failing agreement on the selection of the third arbitrator, the American Arbitration Association shall select the third arbitrator. However, if DSI is a party to the arbitration, DSI shall select the third arbitrator. Unless otherwise agreed by Depositor and FlexSAFE Beneficiary, arbitration will take place in San Diego, California, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

8.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions.

8.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct DSI to take, or refrain from taking any action, that party shall:

a. Give DSI at least two business days' prior notice of the hearing;

b. Include in any such order that, as a precondition to DSI's obligation, DSI be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and

c. Ensure that DSI not be required to deliver the original (as opposed to a copy) of the Deposit Materials if DSI may need to retain the original in its possession to fulfill any of its other duties.

## ARTICLE 9 -- **GENERAL PROVISIONS**

9.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding between the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. DSI is not a party to the License Agreement between Depositor and FlexSAFE Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. DSI's only obligations to Depositor or FlexSAFE Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by both parties hereto, except Exhibit A need not be signed by either party.

9.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in Exhibit A. It shall be

the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

9.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

9.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, DSI shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor unless DSI receives clear, authoritative and conclusive written evidence of the change of parties.

9.5 Regulations. Depositor is responsible for and warrants compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

| | |
|---|---|
| PEOPLEADMIN, INC. | DSI Technology Escrow Services, Inc. |
| Depositor | |
| By: | By: |
| Name: N Jackson Long Jr | Name: Richard Sheffield |
| Title: CEO | Title: VP, Operations |
| Date: 8-5-02 | Date: 26 Aug. 02 |

**EXHIBIT A**

## DESIGNATED CONTACT

Account Number 9112

Notices, deposit material returns and communications to Depositor should be addressed to:

Company Name: PEOPLEADMIN, INC
Address: 1717 WEST SIXTH STR
SUITE 270
AUSTIN TX 78701
Designated Contact: JACK LONG
Telephone: 512-997-2500
Facsimile: 512-476-1457
E-Mail: JACK.LONG@PEOPLEADMIN.COM

Invoices to Depositor should be addressed to:

PEOPLEADMIN, INC
1717 WEST SIXTH STREET
SUITE 270
AUSTIN, TX 78701
Contact: JEFF CARPENTER

**P.O.#, if required:**

Requests from Depositor to change the designated contact should be given in writing by the designated contact or an authorized employee.

Contracts, Deposit Materials and notices to DSI should be addressed to:

DSI Technology Escrow Services, Inc.
Contract Administration
9265 Sky Park Court, Suite 202
San Diego, CA 92123

Telephone: (858) 499-1600
Facsimile: (858) 694-1919
E-Mail: ca@dsiescrow.com

Invoice inquiries and fee remittances to DSI should be addressed to:

DSI Technology Escrow Services, Inc.
PO Box 45156
San Francisco, CA 94145-0156

(858) 499-1636
(858) 499-1637

Date:

# EXHIBIT T: FLEXSAFE BENEFICIARY ENROLLMENT

Account Number 9112

Pursuant to the FlexSAFE Escrow Agreement ("Agreement"), Depositor hereby enrolls the following as a FlexSAFE Beneficiary:

Notices and communications to FlexSAFE Beneficiary should be addressed to:

Company Name: VIRGINIA INFORMATION TECHNOLOGIES ANGENCY
Address: 11751 MEADOWVILLE LANE CHESTER, VA 23836

Designated Contact: AMY HOLSCHUH

Telephone: 804-416-6068
Facsimile: 804-416-6361
E-mail: AMY.HOLSCHUH@VITA.VIRGINIA.GOV

Invoices to FlexSAFE Beneficiary should be addressed to:

PEOPLEADMIN, INC.
816 CONGRESS AVE, STE 1800
AUSTIN, TX 78734

Contact: JOHN CHRISTIANSEN

P.O.#, if required: NA

PEOPLEADMIN, INC.
Depositor

By: John Christiansen

Name: JOHN CHRISTIANSEN

Title: CONTROLLER

Date: 10-29-10

# EXHIBIT D: STATEMENT OF WORK TEMPLATE

**EXHIBIT D-X**
**CONTRACT NUMBER VA-000000-XXXX**
**BETWEEN**
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**AND**
**Supplier**

Exhibit D-X is hereby incorporated into and made an integral part of Contract Number VA-000000-XXXX ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Supplier ("Supplier").

In the event of any discrepancy between this Exhibit D-X and Contract No. VA-000000-XXXX, the provisions of Contract No. VA-000000-XXXX shall control.

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

**STATEMENT OF WORK**

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

1. **Project Scope and Understanding of the Requirements**

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

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

2. **Contract Products and Services to Support the Requirements**

   a. **Solution Components**

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

   b. **Services**

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

   c. **Training and Knowledge Transfer**

      *Provide an overview of training services to be provided to the Authorized User and any special requirements for specific knowledge transfer to support the Authorized User's successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in*

*operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency.*

**d. Support**

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

**3. Project Events and Tasks**

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

**4. Period of Performance**

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

**5. Place of Performance**

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

**6. Milestones, Deliverables, Payment Schedule, and Holdbacks**

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

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

The total Solution price shall not exceed $US XXX.

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

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

- o Site survey report:
- o Training manual:

- o Solution: See Sections 1 and 2 above.

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

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

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf).

**7. Acceptance Criteria**

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

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

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

**8. Assumptions and Project Roles and Responsibilities**

This section contains assumptions specific to this engagement.

*State assumptions here.*

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

**(Sample Responsibility Matrix)**

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

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

**9. Security Requirements**

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

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

**10. Risk Management**

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

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

*a) Identification of risk factors.*

*b) Initial risk assessment.*

*c) Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.*

*d) Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.*

**11. Reporting**

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

**Weekly/Bi-weekly Status Update**. The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any

changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

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

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

**12. Point of Contact**

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

Authorized User: _____

Supplier: _____

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

| Supplier | VITA |
|---|---|
| By: _____ | By: _____ |
| (Signature) | (Signature) |
| Name: _____ | Name: _____ |
| (Print) | (Print) |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

# EXHIBIT E: LICENSE AGREEMENT ADDENDUM

The Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and PeopleAdmin, Inc. ("Supplier"), a business incorporated in Delaware, F.E.I.N. 74-2941301, having its principal place of business at 816 Congress Ave., Suite 1800, Austin, TX 78701, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract ("Service Agreement with Commonwealth of Virginia-Department of Human Resources Management") provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contract and together shall govern the use of any and all PeopleAdmin, Inc. Software licensed by the Commonwealth under this agreement whether or not specifically referenced in the order document.

Supplier represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

This contract is executed by VITA on behalf of all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and hereinafter referred to as "Authorized Users."

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 granted by Supplier 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, such license shall be held by that public body.

As used herein, the term "contract" shall mean the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "Customer," "You," and/or "you," as used in the contract, shall mean, as applicable, VITA, the Commonwealth, any Authorized User, or any of their officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract, none of the following shall have any effect or be enforceable against VITA, the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents:

i). Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;

ii). Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;

iii). Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;

iv). Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the contract is considered in effect;

v). Delaying the acceptance of the contract or its effective date beyond the date of execution;

vi). Requiring any total or partial compensation or payment for lost profit or liquidated damages by VITA, the Commonwealth, any Authorized User, or their officers, directors, employees or agents if the contract is terminated before its ordinary period;

vii). Permitting termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;

viii). Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;

ix). Permitting unilateral modification of the contract by Supplier;

x). Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides to any Authorized User an update or upgrade subject to additional payment, such Authorized User shall have the right to reject such update or upgrade;

xi). Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the Commonwealth, VITA, or any Authorized User to receive or maintain the benefits of Supplier's indemnification of the Commonwealth, VITA, or such Authorized User against any claims of infringement on any third-party intellectual property rights;

xii). Imposing any interest charge(s) contrary to that specified by §2.2-4347 et seq. of the Code of Virginia;

xiii). Requiring the Commonwealth, VITA, or any Authorized User to maintain any type of insurance either for the benefit of the Commonwealth, VITA, or such Authorized User or for Supplier's benefit;

xiv). Granting Supplier a security interest in property of the Commonwealth, any Authorized User, or any of their officers, directors, employees or agents;

xv). Requiring the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;

xvi). Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of VITA or any Authorized User;

xvii). Limiting or adding to the time period within which claims can be made or actions can be brought;

xviii). Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents is a named party;

xix). Binding the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

xx). Obligating the Commonwealth, VITA, any Authorized User, or any of their officers, directors, employees or agents to pay costs of collection or attorney's fees;

xxi). Limiting the liability of Supplier for property damage or personal injury;

xxii). Requiring any dispute resolution procedure(s) other than those in accordance with §2.2-4363 et seq. of the Code of Virginia;

xxiii). Prohibiting the Commonwealth, VITA, or any Authorized User from transferring or assigning to any entity the contract or any license to Software pursuant to the contract;

xxiv). Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent of VITA except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and

conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;

xxv). Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of VITA or any Authorized User;

xxvi). Permitting Supplier to access any Commonwealth or Authorized User records or data, except pursuant to court order;

xxvii). Permitting Supplier to use any information provided by the Commonwealth or any Authorized User except for Supplier's own internal administrative purposes;

xxviii). Requiring the Commonwealth, VITA, or any Authorized User to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and

xxix). Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia.

The parties further agree as follows:

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

ii). The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in VITA policy. 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 URL periodically.

iii). The contractual claims provision §2.2-4363 of the Code of Virginia is also incorporated by reference.

iv). 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.

v). Supplier shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

vi). The Commonwealth does not waive its sovereign immunity or its immunity under the Eleventh Amendment.

vii). The Commonwealth is tax exempt and shall not be responsible for payment of taxes, duties, or penalties.

viii). Supplier warrants that it is the owner of the Software or otherwise has the right to grant to all Authorized Users the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

ix). Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, 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 or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

x). Any Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties' from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, contractor, or subcontractor of an Authorized User during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.

xi). Nothing in this contract shall be construed as conveying any rights or interest in Commonwealth or Authorized User data to Supplier.

xii). The currency which shall be used for this contract is United States Dollars. Any claim which may arise hereunder shall be settled in United States Dollars.

xiii). Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the appropriate Authorized User and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts.

xiv). All payment obligations under this contract are subject to the availability of federal, state, and/or local appropriations for this purpose. In the event of non-appropriation of funds for the items under this contract, VITA may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations.

xv). An Authorized User may require that Supplier personnel submit to a criminal background check prior to performance of any services under this contract.

This contract, consisting of this VITA addendum and the Supplier's standard form contract, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of VITA. Its substantive terms are appropriate to the needs of VITA and sufficient funds have been allocated for its performance by VITA.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

| Supplier | VITA |
|---|---|
| By: Jana Wilson (Signature) | By: Doug Crawford (Signature) |
| Name: Jana Wilson (Print) | Name: Doug Crawford (Print) |
| Title: CFO | Title: VITA Sourcing Manager |
| Date: 7/19/10 | Date: 12/8/10 |

# EXHIBIT F: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Signature: Jana Wilson

Printed Name: Jana Wilson

Organization: PeopleAdmin, Inc.

Date: October 12, 2010