



Workforce West Virginia

Unemployment Compensation Division

Quote

Request for Quotation for Solicitation WWV11868: Maintenance Contract

Submitted by: Versivo, Inc.

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Arlington, VA 22203

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October 20, 2010

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Versivo, Inc. is a results-oriented information technology and business process consulting firm with principal offices in Arlington, Virginia. Our team of professionals is often described as passionate, committed, objective, agile, competent and resourceful. We draw on proven methodologies and a commitment to our client's success to provide services and solutions that deliver measurable results and value.

The information provided in this proposal is confidential and should only be used for the purpose of evaluating the Versivo, Inc. submission. Further use of this information requires the authorization of Versivo, Inc.

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Transmittal Letter

October 20, 2010

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, West Virginia 25305-0130
Attn: Frank Whittaker

REF: RFQ WWV11868 – EDMS Maintenance/Support

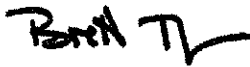
Dear Mr. Whittaker:

Versivo is pleased to present this proposal in response to the Workforce West Virginia Unemployment Compensation Division ("UC") Request for Quotation (WWV11868) for EDMS Maintenance and Support. Versivo is a certified Hyland OnBase Value Added Reseller that focuses on state, local and federal government accounts. Our team of highly trained and experienced professionals is skilled at all aspects of installing, enhancing, optimizing, integrating and supporting OnBase solutions.

Versivo is proud of our 100% renewal rate with our OnBase Maintenance customers. In addition to never losing a customer, we have successfully taken over several OnBase accounts from other resellers. We are confident that our proposal demonstrates Versivo's qualifications to perform the services requested by UC as part of this RFQ. We believe that our experience, approach, price and track record of success positively differentiates Versivo from other vendors.

We look forward to working with you on this important engagement. Please do not hesitate to contact me, if you have any questions about our proposal or need us to provide additional information. This offer remains valid for 90 calendar days from the solicitation opening date (October 21, 2010). If a contract is not awarded to Versivo within this timeframe, a request to extend our price will be required.

Respectfully,



Brett Thompson, President
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1. Executive Summary

Workforce West Virginia's Unemployment Compensation Division ("UC") is looking for a certified OnBase reseller that will provide software maintenance and support services. With OnBase specific experience and expertise, Versivo offers UC the support needed to ensure continued productive use of its existing OnBase application, integrations and customizations. Versivo is a focused information technology and business process consulting firm providing OnBase support services for the public and private sector. Versivo's commitment to delivering exceptional IT services, providing outstanding value and producing meaningful results for every client has enabled Versivo to grow steadily since its inception and be profitable for each of the last sixteen (16) consecutive quarters. Located in the heart of the Washington, D.C. metropolitan area, Versivo is a small, veteran owned business serving clients onsite locally and throughout the country. Its primary practice areas include:

- ▶ Enterprise Content Management (ECM)
- ▶ IT Project and Program Management
- ▶ Systems Integration and Software Development

Versivo will provide services to UC as part of its Enterprise Content Management practice.

OnBase Software Maintenance and Support

Versivo's Enterprise Content Management (ECM) practice delivers ECM related products and services across all industry sectors and government, including implementation services and operations and maintenance support. Versivo is a certified Value Added Reseller (VAR) for Hyland Software's OnBase product. To maintain our status as an OnBase VAR, Versivo keeps current with OnBase related certifications. Members of the Versivo team are certified as OnBase Installers, OnBase Workflow Analysts and API Developers. We regularly participate in OnBase conferences (e.g., OTTC, Team OnBase, TechQuest, etc.) and attend formal OnBase related training to make sure we are providing our clients with the best, most up-to-date OnBase services.

Our OnBase customers span both the private and public sectors, including over 10 departments within the Arlington County Government, National Committee for Quality Assurance (NCQA), General Service Administration, Senate Office of Sergeant at Arms, United States Air Force and International Brotherhood of Teamsters. We recently implemented OnBase in four departments at the Sheet Metal Workers National Pension Fund ("SMWNPF") in a 10 week project. Based on the successful implementation and on-going support services, SMWNPF is expanding the use of OnBase to additional departments.

Because we understand that technology supports people and processes and each project is different, Versivo works with its clients to determine the right approach and the appropriate level of support for an OnBase implementation. Our on-going OnBase software maintenance and support service model varies based on the needs of our clients. Versivo provides on-site daily resources at Arlington County to support the county's Enterprise Records Management System (ERMS). In addition, Versivo has provided over three years of telephone and as needed on-site support to NCQA's OnBase system. By bringing together a team of knowledgeable and experienced people in the areas of electronic document management systems, we offer UC the expertise necessary to support OnBase.

Versivo's success is directly related to the success of our clients. We strive to deliver results that are meaningful by leveraging technology to improve our clients' business processes. This level of support provides added value during operations and maintenance of UC's OnBase implementation. As a

Versivo's Quote for Hyland OnBase Maintenance and Support

customer-centric company, our approach to OnBase operations and maintenance support provides 24 hour 7 days a week on-call email and telephone support. We have found that our level of commitment gives clients the sense of comfort needed in a time of transition and beyond. We appreciate the opportunity to work with the UC and look forward to the next steps of our partnership.

2. EDMS Maintenance and Support

The UC is interested in obtaining Electronic Document Management System (EDMS) OnBase Imaging System maintenance and support quotations from qualified vendors with the experience and commitment necessary to provide exceptional services. Understanding how the UC leverages the EDMS software to scan, index, retrieve, route and query employer account information, along with quarterly wage and contribution reports is important to the on-going productive use of the solution. As an established and trusted OnBase Value Added Reseller with a proven track record of providing software maintenance to government clients, Versivo has the resources and knowledge to meet the UC's needs.

With the UC's funding for personnel continuing to decrease, additional reliance on automation is inevitable. Proactively monitoring and maintaining the OnBase system is required. In addition, the UC may request support services for system installations, customizations, testing, documentation, and training for the EDMS solution. Versivo has the experience in supporting these types of initiatives with clients similar to the UC.

The following sections provide additional information regarding Versivo's OnBase maintenance and support services.

2.1. OnBase Maintenance

Versivo's annual OnBase software maintenance fee provides the UC access to upgrades and enhancements, error corrections and fixes, help desk support and documentation. The following list provides additional information related to the services included as part of the annual maintenance agreement:

- ▶ **Upgrades and Enhancements:** Versivo will provide access to all OnBase software upgrades and enhancements of the licensed modules of the software commercially released by Hyland to its end users during the term of the Software Maintenance Agreement. Versivo will work with the UC to estimate the impact of each upgrade or enhancement and provide information about the best upgrade approach.
- ▶ **Error corrections and Fixes:** Versivo will work in partnership with Hyland Software to address and resolve any non-conformity of the software to the description of functionality set forth in current documentation published by Hyland Software. Versivo is committed to tracking the UC's defects from discovery of the defect through installation of the fix in the production environment to ensure that defects are remediated in a timely fashion.
- ▶ **Help Desk Support:** Versivo will provide unlimited direct access to consultants experienced with your unique technical and business OnBase configuration via email or our telephone help desk at (866.222.2145) on a 24 hours per day, seven days per week basis. As a second tier of support, Hyland Software will provide emergency support on a 24x7 basis via pager and Hyland's technical support paging system. All support issues will be logged in Versivo's issue management system and tracked to resolution. Onsite support will be provided, if needed. Typically, Versivo is able to resolve issues within two hours of being alerted to an issue.
- ▶ **Documentation:** Versivo will provide the UC with access to the <http://users.onbase.com> website which serves as a customer portal for users of the OnBase software. Information included on this site allows OnBase users to learn more about the product, while also sharing information. Within this site, the UC staff will be able to retrieve functional and technical documentation about each module, find the latest information about Hyland's OnBase product and events, attend User Programs, such as webinars, and access Product Blogs. With each new release of OnBase, new documentation will be published to this site, so that staff always has the most up-to-date materials. Documentation may also be delivered in hard copy or on digital media, should that be the preference of the UC.

2.2. Support Services

The UC may require additional support services for EDMS OnBase projects, such as upgrade services, customizations, integrations, module implementations, testing, training, etc. Versivo's people have the OnBase experience and knowledge to listen to the UC's requirements and transform those requirements into a solution that meets or exceeds expectations. By understanding our client's goal to get the most out of existing technology investments, Versivo provides smart options to business challenges, which will first leverage existing software and functionality or other low cost alternatives before recommending a solution that requires additional investments. Arlington County Government has been successful in completing technology projects with limited funding by taking full advantage of existing investments, including OnBase, which Versivo is supporting in over 10 departments. Versivo's approach to support services allows the UC to focus on core business objectives without having to be experts in the technology that supports those objectives.

The following table provides the typical labor categories used for Versivo support services, along with the hourly labor rate for on-site services at the UC and the hourly labor rate for off-site services at Versivo's offices.

Labor Category	On-Site Hourly Labor Rate	Off-site Hourly Labor Rate
Technical Analyst	\$122	\$90.00
Senior Technical Analyst	\$132	\$100.00
Subject Matter Expert	\$187.50	\$150.00
Business Analyst	\$122	\$90.00
Senior Business Analyst	\$132	\$100.00
Project Manager	\$157	\$126.00
AnyDoc Subject Matter Expert	\$1,500 / Day	\$1,500 / day

A description of each of the labor categories can be found below:

- ▶ **Technical Analyst** - Designs, codes, tests and debugs software. The technical analyst also performs system analysis tasks. The technical analyst creates documentation for programs and creates various user guides. The technical analyst provides system support to the customer and also supports business analysts.
- ▶ **Senior Technical Analyst** - Provides expertise and leadership in application development and system software. The senior technical analyst addresses complex software, hardware and networking issues. The senior technical analyst also has experience in software development. The senior technical analyst provides primary interface with the client management personnel regarding technical issues. The senior technical analyst also delivers, presents and leads strategic client meetings. The senior technical analyst reviews the work products completed by technical analyst for completeness and accuracy.
- ▶ **Subject Matter Expert** - Provides thought leadership based on specialized deep expertise and experience in fields such as technology and management (i.e. AnyDocs). The subject matter expert provides guidance and consultation to project team staff as needed.
- ▶ **Business Analyst** - Conducts business process and system analysis. The business analyst assists customers with testing efforts (unit, configuration, regression and user acceptance). The business analyst has experience providing end user training. The business analyst works in

conjunction with the technical analyst to ensure that the customer's functional requirements are met.

- ▶ **Senior Business Analyst** - Provides expertise and leadership in business process, functional analysis, testing and configuration. The senior business analyst addresses complex functional issues. The senior business analyst also has experience in end user training. The senior business analyst provides primary interface with the client management personnel regarding business process and configuration related issues. The senior business analyst also delivers, presents and leads strategic client meetings. The senior business analyst reviews the work products completed by business analyst for completeness and accuracy.
- ▶ **Project Manager** - Oversees the daily activities for a task order. The project manager regularly communicates with the contracting officer and the contracting office technical representative. The project manager works under the guidance of the account manager to manage risk, budget, quality and schedule. The project manager directs every phase of the project: Planning, Initiation, Execution, Control and Closure. The project manager oversees the completion of project deliverables and ensures they are provided to the client on schedule, within budget and of good quality to meet client objectives.

2.3. OnBase Server Specifications

The UC is considering replacing the OnBase infrastructure including disaster recovery failover within two (2) hours and has requested that the OnBase maintenance and support services vendor provide a recommendation for the technical architecture. Versivo's team of technical professionals and solution architects will work with the UC to determine the best platform for the EDMS environment. The EDMS technical requirements and recommendations will be updated after a thorough review of the existing solution and future plans for the EDMS. The following table provides Versivo's minimum and recommended server requirements.

	Minimum	Recommended
CPU	Dual Core Intel XEON – 2.4 GHz	Dual Core Intel XEON – 3.33 GHz
Memory	2 GB	16–32 GB
Hard Disk Space	1 GB	40 GB
Network Card	100 MB Ethernet	Gigabit Ethernet
Operating System	Windows Server 2003 SP2 or later Windows Server 2008 Windows Server 2008 R2	Windows Server 2003 SP2 or later Windows Server 2008 Windows Server 2008 R2

Attachment A - Technical Architecture provides two options for the EDMS server configuration that would support the UC's requirement for disaster recovery failover.

3. Qualifications and Experience

Versivo is proud of our company, our clients and our people. We understand that our success is directly related to the success of our clients. In order to deliver high quality results, Versivo uses a "whatever it takes" attitude to respond to customer requests. This approach includes being responsive and attentive during both business and non-business hours, providing on-site support to troubleshoot issues, and regularly communicating status and progress on outstanding requests. By providing superior services specifically related to maintenance and support, Versivo has maintained a 100% renewal rate with our OnBase maintenance customers. We have found that our level of commitment gives clients the sense of comfort needed when its resources are limited.

The following sections provide additional information related to Versivo's qualifications to support the UC's EDMS maintenance and support initiatives.

3.1. OnBase Experience

Versivo was founded in 2006 by an information technology veteran who believes it is possible to offer high-end consulting services while maintaining the flexibility and cost structure of a smaller company. Since the inception, Versivo has been a VAR for Hyland's OnBase software and has supported EDMS initiatives, including implementations, upgrades, integrations, and conversions. Versivo is currently supporting the following customers with OnBase maintenance activities:

- ▶ Arlington County Government
 - Community Planning, Housing and Development
 - Human Resources
 - Office of Management and Finance
 - Department of Human Services
 - Circuit Court
 - Commissioner of Revenue
 - Department of Treasury
 - Department of Technology Services
 - Parks and Recreation
 - County Attorney's Office
 - Department of Environmental Services
- ▶ National Committee for Quality Assurance
- ▶ International Brotherhood of Teamsters
- ▶ Senate Sergeant at Arms
- ▶ United States General Services Administration – Federal Acquisition Service
- ▶ Federal Bureau of Investigation
- ▶ Sheet Metal Workers National Pension Fund

Not only does Versivo meet the UC's requirements to provide EDMS services for over 2 years for three or more clients, we more specifically support clients that are similar to the UC in terms of software being used and the functionality being leveraged. The following table provides a list of the OnBase modules currently being used at each client.

Versivo's Quote for Hyland OnBase Maintenance and Support

	Arlington County Government (Version 9.2)	National Committee for Quality Assurance (Version 6.4)	International Brotherhood of Teamsters (Version 9.2)	Senate Sergeant at Arms (Version 9.0)	GSA Federal Acquisition Service (Version 6.4)	Federal Bureau of Investigation (Version 7.2)	Sheet Metal Workers National Pension Fund (Version 9.2)
Application Enabler	X		X				X
Ad-hoc Document OCR	X		X	X			
Archival API	X						
Bar Code Generator	X						
Batch OCR	X	X	X	X		X	X
Business Activity Monitoring	X						
Client Query API	X						
COLD/ERM	X						
Concurrent Client	X	X	X	X	X	X	X
Desktop Document Imaging		X				X	X
Distributed Disk Services	X		X				X
Distribution Services	X						
Document Composition	X						
Document Import Processor	X	X	X	X	X	X	X
Document Knowledge Transfer	X						
Document Retention	X	X	X		X		
DVD Authoring	X						
EDM Services	X	X		X		X	X
Fax Import Integration for Captaris RightFax	X						
Full Text Indexing Concurrent Client for Verity	X	X	X	X		X	X
Full Text Indexing Server for Verity	X	X	X	X		X	X
Integration for IBM Lotus Notes					X		
Integration for Kofax Capture				X			
Integration for Microsoft Outlook	X	X					X
Integration for Oracle E-Business Suite	X						
Minutes and Agenda Manager	X						
Multi-user Server	X	X	X	X	X	X	X
Named User Client	X	X	X				X
Physical Records Management	X						
Production Document Imaging (Kofax or TWAIN)	X		X				X
Records Management	X						
Report Services		X	X	X			X
StatusView	X						
Single Sign-On for Microsoft Active Directory Service		X				X	X
Unity Automation API	X						

	Arlington County Government (Version 9.2)	National Committee for Quality Assurance (Version 6.4)	International Brotherhood of Teamsters (Version 9.2)	Senate Sergeant at Arms (Version 9.0)	GSA Federal Acquisition Service (Version 6.4)	Federal Bureau of Investigation (Version 7.2)	Sheet Metal Workers National Pension Fund (Version 9.2)
Virtual Print Driver	X		X				
Workflow Concurrent Client	X		X				X
Workflow Departmental Server	X						
Workflow Named Client	X						X
Workflow/Workview Concurrent Client		X					X
Workstation Client	X	X		X			
Web Server			X	X	X		

Versivo is proud of our clients' successes. We strive to provide superior services to support each initiative and make every new client our next best reference.

3.2. References

Our team's IT project management, systems integration, and OnBase implementation accomplishments include successes for the Arlington County Government's Department of Technology Services, the International Brotherhood of Teamsters, and the National Committee for Quality Assurance. We are committed to our clients' success and will do "whatever it takes" to deliver. We would like you to hear a testament to our commitment directly from our clients. The following is a short list of references provided to demonstrate Versivo's dedication to our clients' success. Please review the list and let us know if we can coordinate site visits and/or conference calls for you.

List of References

List of References

Department of Technology Services Arlington County Government

Contact:

Paul Carter

703-228-3203

pcarter@arlingtonva.us

Versivo staff began assisting Arlington County in 2006 with their records management program. Arlington County had deployed Hyland Software's OnBase to over ten County departments. With Versivo staff providing project management, business analysis, and technical analysis services, Arlington County has continued to implement the enterprise content management system for other departments within the County. Solutions configured and developed in OnBase by Versivo for the County include:

- An integration with the County's instance of Oracle's e-Business suite to support electronic submittal of expense reimbursement documents
- Digitization of County HR records
- An integration between the County's revenue and collection system and OnBase
- An integration between the County's CAMA system and OnBase to support the automatic generation of correspondence to property owners
- Complex workflows to support PC replacement procedures within the Department of Technology Services.

In addition to technical services for OnBase, Versivo staff also provide custom software development services to the Department of Technology Services. Successful projects have included:

- Building a web application for the Parks and Recreation Department to submit online camp registration
- Creating a web application to manage real estate assessment appeals. This application integrated with both OnBase and CAMA.
- Customizing SharePoint to meet the needs of the Department of Technology Services pilot program
- Architecting and developing a Customer and Paper Tracking System for the Community Planning, Housing, and Development department to manage customer intake and to track physical engineering drawings throughout zoning and permitting processes.

International Brother of Teamsters

Contact:

James N. Kimball, PhD

(202) 624-7456

25 Louisiana Avenue, NW

Washington, DC 20001

www.teamster.org

Versivo professionals interviewed the user community to develop an enterprise-wide list of organizational, functional and technical requirements. Versivo conducted a gap analysis to assess what requirements could be met with the existing technology resources and what requirements would be best met with additional technology investments. Versivo guided the Teamsters through a software selection process and then worked closely with the business owners and technical team to deploy the selected solution, Hyland Software's OnBase ECM during 2009. Versivo has been providing OnBase maintenance and support services since deployment.

List of References

National Committee for Quality Assurance

Contact:

Tammy Webster

(202) 955-3500

Webster@ncqa.org

1100 13th Street, NW

Suite 1000

Washington, DC 20005

As part of the NCQA project, Versivo provided consulting services to complete a market comparison of enterprise content management solutions. Based on Versivo's recommendation to implement OnBase, NCQA decided to leverage Versivo's expertise to implement the solution. Currently, Versivo provides as needed operations and maintenance support, along with consulting services related to the OnBase implementation.

3.3. Resources

Versivo's success is directly related to the success of our clients. We strive to deliver results that are meaningful by providing knowledgeable, results-driven resources that continually focus on the best interests of the client. Versivo is committed to providing the UC qualified resources with OnBase experience for on-going maintenance and as needed support services for customizations. Members of the Versivo team are certified as OnBase Installers, OnBase Workflow Analysts and API Developers. We regularly participate in OnBase conferences (e.g., OTTC, Team OnBase, TechQuest, etc.) and attend formal OnBase related training to make sure we are providing our clients with the best, most up-to-date OnBase services.

In addition to our OnBase expertise, Versivo has experience with other ECM platforms (e.g. Microsoft Office SharePoint Services (MOSS), EMC Documentum, IBM FileNet, etc.). Our general ECM experience and expertise includes document imaging, business process management / workflow, records management, compliance, collaboration, portal solutions, digital asset management, reporting and full lifecycle solution development. Versivo's diversity in product and service knowledge allows us to stay current and share best practice recommendations with our clients.

As required by the UC, Versivo is happy to provide a consistent qualified project manager for the duration of the contract. This resource will act as the UC's single point of contact for OnBase maintenance and support services. Please refer to Attachment B – Project Manager for the resume of Versivo's proposed EDMS maintenance and support services project manager, Mr. Alex Fischer. Mr. Fischer is a Project Management Professional (PMP) with OnBase Installation certification. His experience includes working as a county employee to implement and maintain OnBase. Versivo is committed to providing quality resources to the UC. If at any time, the UC is not satisfied with a resource, Versivo will work with the UC to identify a replacement and will transition responsibilities to the new resource at no cost to the UC.

4. Pricing

The UC requested a quote for Present Specifications, Additional Items, and Future Customizations. Attachment C – Cost Sheet includes the costs associated for the requested items. Additional information for these items can be found in the following sections.

4.1. Present Specifications – Software Maintenance

The UC requested software maintenance information for AnyDocs and OnBase. The following sections provide additional information regarding software maintenance.

4.1.1. AnyDocs Maintenance

The following table highlights the unit pricing for each component of the UC's current AnyDocs software.

AnyDocs Module	AnyDocs Product Information*	Software Unit Price	Maintenance Unit Price
Scan	CaptureIT	\$595	\$107.10
Verifying	Verifying	\$3,025	\$544.50
Key on Server	Key from Image version OCR/ICR	\$7,500	\$1,350
Config/Admin Keys	ManagelT Station	\$10,450	\$1,881

*Versivo assumes that the UC is licensed for the AnyDocs modules listed in the AnyDocs Product Information column. If these modules are not accurate, Versivo will work with the UC to provide a modified quote.

The following table provides the pricing details for the AnyDocs software maintenance requested by the UC.

AnyDocs Modules	AnyDocs Product Information	Quantity	Maintenance Unit Price – Year 1	Maintenance Unit Price – Year 2	Maintenance Unit Price – Year 3
Scan	CaptureIT	3	\$321.30	\$321.30	\$321.30
Verifying	Verifying	10	\$5,445.00	\$5,445.00	\$5,445.00
Key on Server	Key from Image version OCR/ICR	2	\$2,700.00	\$2,700.00	\$2,700.00
Config/Admin Keys	ManagelT Station	2	\$3,762.00	\$3,762.00	\$3,762.00
TOTAL			\$12,228.30	\$12,228.30	\$12,228.30
Versivo Discount (10%)			(\$1,223.00)	(\$1,223.00)	(\$1,223.00)
Back maintenance			\$6,114.15		
GRAND TOTAL			\$17,119.45	\$11,005.30	\$11,005.30

4.1.2. OnBase Maintenance

The following table highlights the unit pricing for each component of the UC's current OnBase solution.

OnBase Module	OnBase Product Code	Software Unit Price	Maintenance Unit Price – Year 1	Maintenance Unit Price – Year 2	Maintenance Unit Price – Year 3
Concurrent Client	CTIPC1	\$1,200.00	\$240.00	\$240.00	\$240.00
Document Import Processor	DPIPW1	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Multi-user Server	OBIPW1	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Named User Client (1-100)	CTIPN1	\$600.00	\$120.00	\$120.00	\$120.00
Storage Integration of EMC Centera	CTIP11	\$20,000	\$4,000.00	\$4,000.00	\$4,000.00
Virtual Print Driver	PTIPC1	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Departmental Workflow	N/A	N/A	N/A	N/A	N/A
Workflow Named Client SL (1-20)	WLIPN1	\$1,250.00	\$250.00	\$250.00	\$250.00
Workflow Named Client SL (21-50)	WLIPN2	\$1,000.00	\$200.00	\$200.00	\$200.00
Workstation Client	CTIPW1	\$600.00	\$120.00	\$120.00	\$120.00
COLD/ERM	CLIPW1	\$7,800.00	\$1,560.00	\$1,560.00	\$1,560.00

The following table provides the pricing details for the OnBase software maintenance requested by the UC. Hyland Software includes a 15% fee associated with maintaining an unsupported release of Hyland's OnBase software (version 5.2). **This fee is waived, a savings to the UC of \$6,756.00.** Hyland Software includes a 10% fee to reinstate OnBase maintenance. **This fee is waived, a savings to the UC of \$3,753.00.** In addition to a maintenance reinstatement fee, Hyland Software requires back maintenance to be paid for the time period the software has not been under maintenance. For the UC, this time period is 01/01/2010 to 10/31/2010. **The back maintenance has been waived, a savings to the UC of \$37,533.00.** Finally, Versivo is offering a 20% discount off the annual maintenance. **This discount gives the UC an additional \$9,008 in savings annually.**

OnBase Modules	OnBase Product Code	Quantity	UC Extended Price – Annual Year 1	UC Extended Price – Annual Year 2	UC Extended Price – Annual Year 3
Concurrent Client	CTIPC1	100	\$24,000.00	\$24,000.00	\$24,000.00
Document Import Processor	DPIPW1	1	\$1,000.00	\$1,000.00	\$1,000.00
Multi-user Server	OBIPW1	1	\$1,000.00	\$1,000.00	\$1,000.00
Named User Client (1-100)	CTIPN1	56	\$6,720.00	\$6,720.00	\$6,720.00
Storage Integration of EMC Centera		1	\$4,000.00	\$4,000.00	\$4,000.00
Virtual Print Driver	PTIPC1	1	\$1,000.00	\$1,000.00	\$1,000.00
Departmental Workflow*	N/A	1	N/A	N/A	N/A
Workflow Named Client SL (1-20)	WLIPN1	20	\$5,000.00	\$5,000.00	\$5,000.00
Workflow Named Client SL (21-50)	WLIPN2	11	\$2,200.00	\$2,200.00	\$2,200.00

Versivo's Quote for Hyland OnBase Maintenance and Support

OnBase Modules	OnBase Product Code	Quantity	UC Extended Price – Annual Year 1	UC Extended Price – Annual Year 2	UC Extended Price – Annual Year 3
Workstation Client	CTIPW1	1	\$120.00	\$120.00	\$120.00
COLD/ERM	CLIPW1	N/A	N/A	N/A	N/A
TOTAL			\$45,040.00	\$45,040.00	\$45,040.00
Versivo Discount (20%)			(\$9,008.00)	(\$9,008.00)	(\$9,008.00)
Unsupported Release Fee (15%)			\$6,756.00 WAIVED	N/A	N/A
Maintenance Reinstatement Fee (10%)			\$3,753.00 WAIVED	N/A	N/A
Back Maintenance (January 2010 – October 2010)			\$37,533.00 WAIVED	N/A	N/A
GRAND TOTAL			\$36,032.00	\$36,032.00	\$36,032.00

* Hyland software implemented a new licensing model for OnBase Workflow that no longer requires the Departmental Workflow License. Versivo and Hyland Software will convert UC to this new model and discontinue maintenance on this component. UC will not lose any functionality.

4.1.3. Software Maintenance Summary

The following table provides the costs associated with the AnyDocs and OnBase annual maintenance for Annual Year 1 – 3.

Software	Annual Year 1	Annual Year 2	Annual Year 3
AnyDocs	\$17,119.45	\$11,005.30	\$11,005.30
OnBase	\$36,032.00	\$36,032.00	\$36,032.00
TOTAL	\$53,151.45	\$47,037.30	\$47,037.30

** Includes \$5,250 lapsed maintenance reinstatement fee.

4.2. Additional Items – Software Licenses and Maintenance

The UC requested AnyDocs and OnBase software license and maintenance costs for additional modules. The following sections provide additional information regarding the licenses requested in the Additional Items – Cost Quote for Items listed section of the Cost Sheet.

4.2.1. Additional Items – AnyDocs

The following table provides the AnyDocs Software license and maintenance detailed information for AnyDocs modules listed in the Additional Items – Cost Quote for Items listed section of the Cost Sheet.

Versivo's Quote for Hyland OnBase Maintenance and Support

Anydocs Module	AnyDocs Product Information	Software Unit Price	Quantity	Extended Software Price	Extended Maintenance Price
Scan	CaptureIT	\$595	3	\$1,785	\$321
Verifying	Verifying	\$3,025	6	\$18,150	\$3,267
TOTAL				\$19,935	\$3,588
Versivo Discount (10%)				(1,993.50)	(\$358.80)
GRAND TOTAL				\$17,942	\$3,229

4.2.2. Additional Items – OnBase

The following table provides the OnBase Software license and maintenance detailed information for OnBase modules listed in the Additional Items – Cost Quote for Items listed section of the Cost Sheet. Versivo is pleased to offer the UC a 20% discount off the OnBase software and maintenance costs.

OnBase Module	OnBase Product Code	Software Unit Price	Quantity	Extended Software Price	Extended Maintenance Price
Named User Client (1-100)	CTIPN1	\$600.00	24	\$14,400.00	\$2,880.00
Workflow Named Client SL (21-50)	WLIPN2	\$1,000.00	6	\$6,000.00	\$1,200.00
TOTAL				\$20,400.00	\$4,080.00
Versivo Discount (20%)				(\$4,080.00)	(\$816.00)
GRAND TOTAL				\$16,320.00	\$3,264.00

4.3. Future Customizations

On the Cost Sheet, the UC requested the hourly rate for an Analyst. Versivo has included the hourly labor rate for a business analyst. Please refer to Section 2.2 Support Services for a list of typical labor categories and rates for personnel staffed on OnBase projects. Additional discovery and information is required to provide an estimate of hours for the UC's upcoming OnBase projects.

4.4. Assumptions

Versivo used the following assumptions in building the quote for the UC's EDMS maintenance and support services.

- ▶ The quote provided includes AnyDocs and OnBase modules as outlined by the UC on the Cost Sheet. If maintenance for additional modules is necessary, Versivo will work with the UC to provide a modified quote.

Versivo's Quote for Hyland OnBase Maintenance and Support

- ▶ Versivo assumes that the UC is licensed for the AnyDocs modules listed in the AnyDocs Product Information column. If these modules are not accurate, Versivo will work with the UC to provide a modified quote.
- ▶ The Cost Quote for Maintenance – Annual Year 1, Year 2, and Year 3 includes costs associated with AnyDocs and OnBase modules listed in the Present Specifications section of the Cost Sheet. If the modules listed in the Additional Items section of the Cost Sheet are purchased, the maintenance cost for the modules purchased will need to be added to the annual maintenance for the year purchased moving forward.
- ▶ Versivo and Hyland Software are waiving the Unsupported Release Fee of 15%, a savings the UC of over \$6,756.
- ▶ Versivo and Hyland Software are waiving the Maintenance Reinstatement Fee 10%, a savings of over \$3,753.
- ▶ Versivo and Hyland Software are waiving the UC's back maintenance from January 2010 through October 2010, a savings of over \$37,533.
- ▶ Hyland software implemented a new licensing model for OnBase Workflow that no longer requires the Departmental Workflow License. Versivo and Hyland Software will convert UC to this new model and discontinue maintenance on this component. UC will not lose any functionality.
- ▶ This quote provides OnBase maintenance and support services for software. Hardware maintenance and warranty services for the EDMS are not included as part of this procurement.

5. OnBase Maintenance Agreement

Versivo is pleased to submit our Hyland OnBase Software and Maintenance proposal for your review. We believe that our proposed pricing, coupled with our professional support services and proven methodology make Versivo the right choice to quickly, reliably, and affordably address the UC's ongoing EDMS Maintenance and Support requirements. To guide the project, Versivo is providing the following standard agreements:

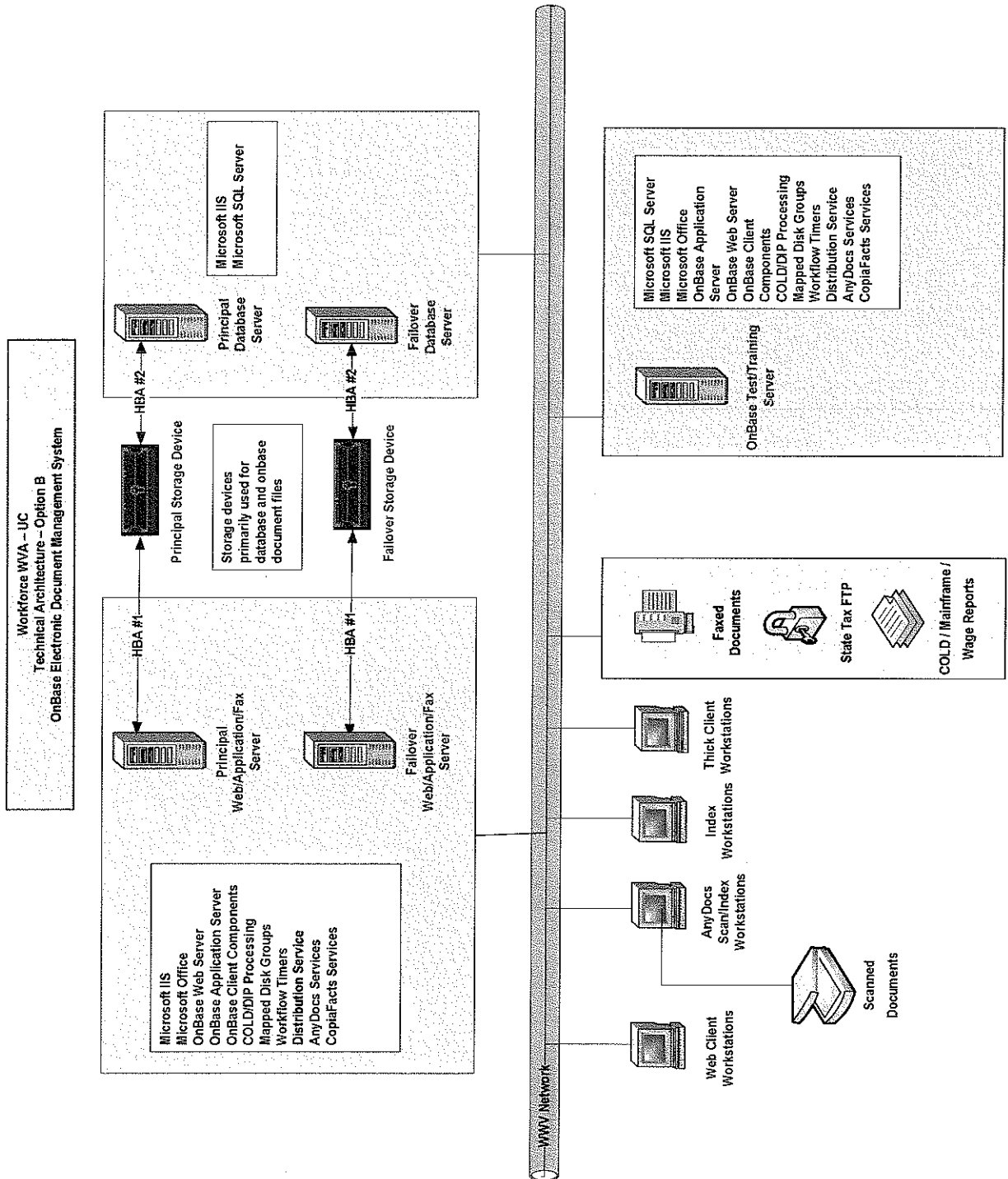
- Attachment D – OnBase Software Maintenance Agreement

Versivo welcomes the opportunity to review and discuss these agreements. If the UC has already executed similar agreements, a simple modification or a letter notifying Hyland of the UC's decision to enter in a relationship with a new reseller would be required. Versivo can provide a template for this letter at the appropriate time in the UC's procurement cycle.

Attachment A – Technical Architecture

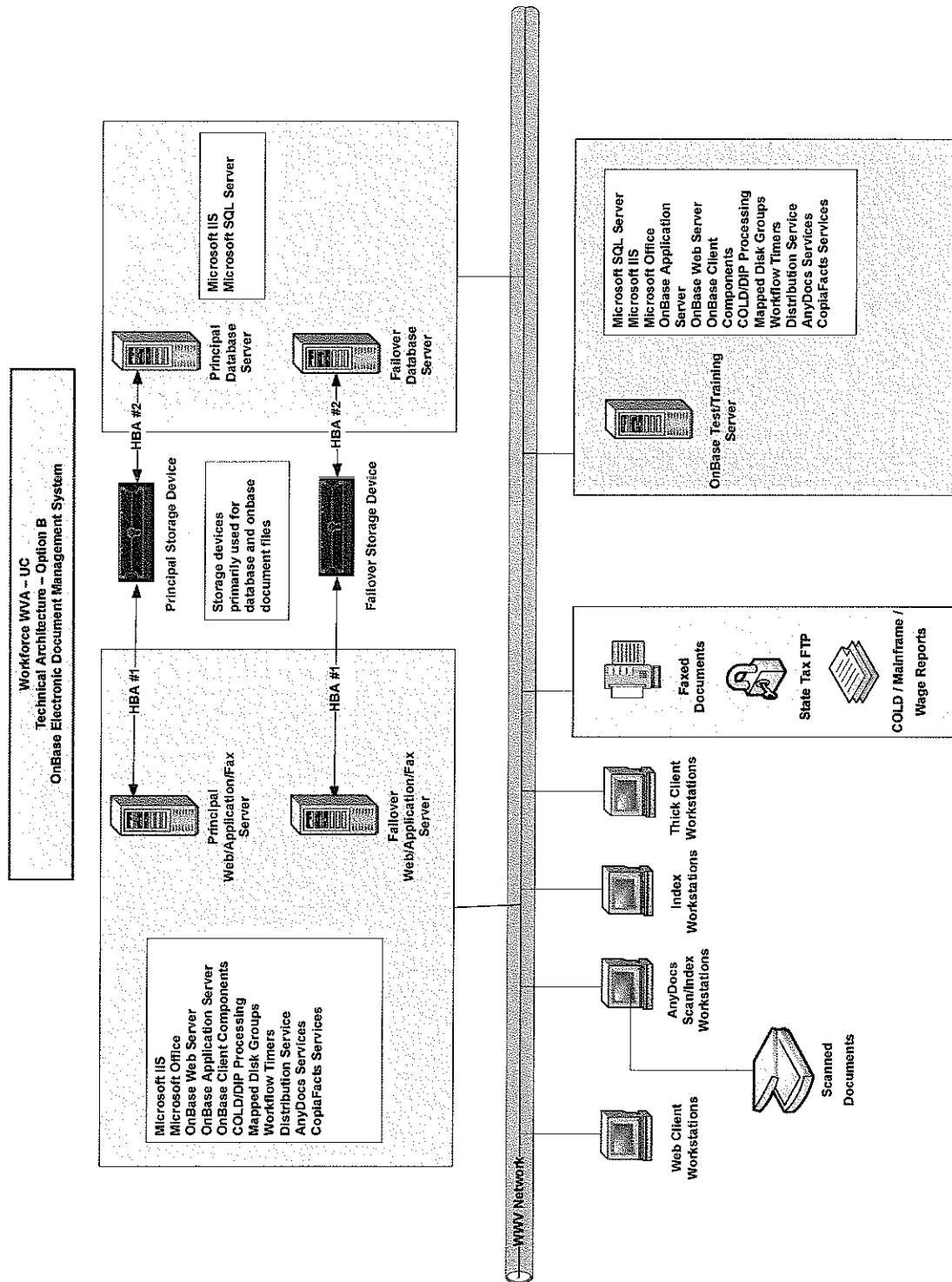
Option A – 5 servers

Option A leverages separate servers for the Web/Application and the Database servers for both the principal and failover environments, and provides a Test/Training Server.



Option B – 3 servers

Option B combines the Database server and Web Servers/Application for both the principal and failover environments.



Attachment B – Project Manager

ALEX FISCHER

950 North Glebe Road, Suite 2500 Arlington, VA 22203
703.627.8298 • alex.fischer@versivo.com

Overview:

PMI certified Project Management Professional with a proven track record of successfully leading projects that deliver technology solutions in support of business objectives. Results-driven business analyst and information technology management professional with exceptional leadership skills and in-depth knowledge of all phases of project management and systems development/deployment life cycle. Fourteen years of experience planning, managing, analyzing, designing, implementing, and supporting advanced software solutions.

Areas of Expertise:

- | | |
|--|--|
| ✓ <i>Government Industry Expertise</i> | ✓ <i>Records Management</i> |
| ✓ <i>Enterprise Content Management Solutions</i> | ✓ <i>Systems Integration</i> |
| ✓ <i>Business Process Management Consulting</i> | ✓ <i>End User Training</i> |
| ✓ <i>Requirements Gathering</i> | ✓ <i>Data Analysis</i> |
| | ✓ <i>Training and Communications Development</i> |

Professional Experience:

4/2010 - Current **Versivo, Arlington, Virginia**

Current **Consultant – Delivery Services**

- Worked with Sheet Metal Workers National Pension Fund managers and users to develop their document imaging taxonomy
 - Analyzed business processes and developed OnBase workflows to automated those business processes
 - Implemented the designed imaging solution through the OnBase Configuration module
 - Performed end-to-end testing of the imaging solution
 - Trained managers and end users on the use of the document imaging system
-

9/2009 – 4/2010 **First Group America Cincinnati, OH**

Project Manager (Consultant)

- Led diverse teams of senior business managers, technical resources, and external consultants to successfully deliver projects in the finance portfolio.
- Responsible for maintaining updated project documents, tracking project budgets and reporting project status to senior management.
- Led business analysis efforts, requirements gathering, and created RFPs for purchase of software and consulting

services.

- Managed a distributed project team of both internal and contract resources to implement enhancements to five major Greyhound revenue systems. Successful implementation of the project resulted in an annual labor savings in excess of \$180,000.
- Led the planning and analysis phase of an effort to integrate a transaction tax calculation software package with the JD Edwards financial system. Worked with software vendors, internal resources, and a tax consulting firm to document FirstGroup business and technical requirements and provide the information required to make a tool selection.

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6/2002 – 4/2009 Hamilton County Job and Family Services Cincinnati, OH

Project Manager

- Managed project teams consisting of business, technical, and contract resources to implement OnBase document imaging software and to build custom applications using Oracle Forms and Reports.
- Involved in the full project lifecycle including requirements gathering, business process analysis, business process reengineering, documentation of complex requirements, creation of design documents and development specifications, creating and maintaining a project plan, project change management, end-user training, and support of production systems.
- Led the redesign of the Child Support Enforcement Agency's taxonomy in the OnBase document imaging system as well as the implementation of custom developed Workflows based on the new taxonomy. Post-project survey of end users indicated a 30%+ increase in productivity.
- Managed a high profile project to implement a system to track the status of daily criminal background checks conducted on day care and foster care providers. Delivered the project successfully despite having a very tight time schedule and a large number of end users with input on the system requirements.
- Successfully delivered a database solution for tracking accountability and productivity in the completion of random moment samples for submission to the State of Ohio resulting in an increase of funding in excess of \$1,000,000 annually. After implementation completion rates increased from 60% to 99% and error rates dropped from 35% to 5%.
- Coordinated the implementation of an electronic data transfer application to simplify the submission of disability determination documents to the State of Ohio resulting in a 70% drop in the number of delayed applications.

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12/2001 – 6/2002 RHI Consulting Cincinnati, OH

Database Developer

- Designed and created an Oracle Forms application to replace the client's legacy billing system.
- Responsible for full life cycle of development including requirements gathering and analysis, data model design, GUI design, project management, coding, testing, and creation of user and technical documentation.

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3/1996 – 7/2001 Global Data Warehousing: Procter & Gamble

Systems Analyst

- Managed projects, acted as technical lead, and developed applications depending on the size and scope of the project.
- Utilized skills in project leadership along with strong Oracle technical skills to deliver several important projects on time.
- Served as the project manager/technical lead working with offshore contract resources on a project to replace a problem prone Visual Basic application with a Java based intranet application. The successful implementation resulted in the elimination of a major data security problem in financial data systems and cut update and redeployment times of the application from 45-65 days to less than 1 day.
- Led the conversion of the Global Customer Reporting database to Global Data Warehouse system compliance.

Worked with business partners to identify processing and reporting needs and implemented all required code changes. Delivered simplified and standardized reporting of customer data through use of standard reference data, processing applications, and reporting tools.

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Education / Certification:

1994 - 1999

The University of Cincinnati, Cincinnati, OH

- BBA with Management Information Systems focus and Management integral concentration

2005

PMI Certified Project Manger (PMP), Project Management Institute

August 2005

OnBase Installer Certification, Hyland Software

Skills & Competencies:

Software

Oracle RDBMS 7.3 through 10g, Oracle Forms 4.5 through 10g, Oracle Reports 2.5 through 10g, SQL PL/SQL, Oracle Financials 10.7, Microsoft Project, Visio, OnBase Document Imaging Software, M Windows, Microsoft Office Suite

References:

Available Upon Request

Attachment C – Cost Sheet

This page is intentionally left blank. The Cost Sheet is attached.

11. COSTS

1. The vendor shall complete the attached cost sheet and include it with the bid response.
2. Costs quoted shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or any other expense.
3. Quantities for licenses shown below are estimated and being used for bidding purposes only. Actual quantity purchased may vary.

12. COST SHEET

Present Specifications – Cost Quote for Maintenance – Annual Year 1				
Software/Hardware	License	Number of License	Cost Per Unit	Total Cost
AnyDocs <i>Version 4.0</i> * Total Cost includes Back maintenance	Scan License	3	\$ 96.39	\$ 449.87
	Verifying License	10	\$ 490.05	\$ 7,623.00
	Key on Server	2	\$ 1,215.00	\$ 3,780.00
	Config/Admin Keys	2	\$ 1,692.90	\$ 5,216.80
OnBase <i>Version 5.2</i>	Concurrent Client	100	\$ 192.00	\$ 19,200.00
	Document Import Processor	1	\$ 800.00	\$ 800.00
	Multi User Server	1	\$ 800.00	\$ 800.00
	Named User Client	56	\$ 96.00	\$ 5,376.00
	Storage Integration of EMC Centera	1	\$ 3,200.00	\$ 3,200.00
	Virtual Print Driver	1	\$ 800.00	\$ 800.00
	Workflow Departmental Server	1	\$ N/A	N/A
	Workflow Named User Client	31	\$ 185.81	\$ 5,760.00
	Workstation Client	1	\$ 96.00	\$ 96.00
OnBase GOLD	N/A	N/A	N/A	N/A
Fax Server - Copia	N/A	N/A	N/A	N/A

Additional Items – Cost Quote for Items listed

Software/Hardware	License	Units Needed	Unit Cost <i>Includes license + maintenance</i>	Total Cost
AnyDocs	Scan License	3	\$1631.89	\$1,895.67
	Verifying License	6	\$3,212.55	\$19,275.30
OnBase	Named User Client	24	\$576.00	\$13,824.00
	Workflow Named User Client	6	\$960.00	\$5,760.00
Full Processing Station Expansion From 1.2M/year to 3.0M/year	N/A	1	N/A	N/A

Future Customizations

Personnel	Estimate Hours	Hourly Rate
Analyst	5 hours	\$90.00

Total Cost for Analyst

Cost Quote for Maintenance – Annual Year 2

Total Cost	\$47,037.30
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Cost Quote for Maintenance – Annual Year 3

Total Cost	\$47,037.30
Grand Total=Present Specification, Additional Items, Future Customization Year 2 & 3 Maintenance	\$188,431.05

Attachment D – OnBase Software Maintenance Agreement

OnBase® Information Management System SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement (“Agreement”) is made and entered into this _____ day of _____, 2010, by and between Versivo Inc. with its principal offices at 950 North Glebe Road, Suite 2500, Arlington, VA 22203 (“Service Provider”), and the company, person or entity executing this Agreement as the “Licensee” in the space provided below (“Licensee”):

RECITAL:

WHEREAS, Service Provider is an authorized solution provider of Hyland Software, Inc. and has marketed and resold to Licensee certain OnBase® Information Management System software modules of Hyland Software, Inc.;

WHEREAS, Licensee has licensed the specified software from Hyland Software, Inc. pursuant to the terms of an OnBase® End User License Agreement (as the same may be amended or modified from time to time, the “EULA”); and

WHEREAS, Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for the specified software and the delivery of generally released upgrades and enhancements with respect to such software from Hyland Software, Inc.;

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Documentation. “Documentation” means for the “Help Files” included in the Software and that relate to the functional, operational or performance characteristics of the Software.

(b) Error. “Error” means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation published by Hyland Software, Inc.

(c) EULA. “EULA” is defined in the recitals to this Agreement.

(d) Maintenance and Support Services. “Maintenance and Support Services” means all professional services provided under this Agreement by Service Provider.

(e) Software. “Software” means (1) the current released version of the computer software licensed by Licensee from Hyland Software, Inc. from time to time under the EULA (the initial list of which is included on Exhibit A attached hereto), and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this

Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(f) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland Software, Inc. commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed Software or new functionality.

2. MAINTENANCE AND SUPPORT SERVICES.

(a) Generally. Service Provider shall: (1) use its commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with Service Provider's current policies for the reporting of Errors, and which are confirmed by Hyland Software, Inc., in the exercise of its commercially reasonable judgment; (2) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by Service Provider and Licensee) in any configurations of the Workflow or WorkView modules of the Software that are created by Service Provider or any integrations of the Software with other applications, software or hardware that are configured or created by Service Provider, which are confirmed by Service Provider, in the exercise of its commercially reasonable judgment; and (3) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee, or any problems with any of the foregoing. Licensee's report must include updated information on its installed version of the Software and information reasonably necessary to describe the circumstances under which the reported Error is manifest. Service Provider shall undertake to report to Hyland Software, Inc. for confirmation any reported Errors promptly after receipt of proper notice from Licensee. Service Provider shall undertake to confirm any reported defect(s) described in clause (2) above promptly after receipt of proper notice from Licensee in accordance with Service Provider's current defect reporting procedures. Service Provider shall perform services in an effort to correct confirmed Errors in the Software or defects in configurations or integrations created by Service Provider promptly after making such confirmation. Maintenance and Support Services generally will be available during the hours of 8 a.m. to 5 p.m., Eastern Standard Time, Monday through Friday, excluding holidays, or as otherwise provided by Service Provider to its end users purchasing continuing Maintenance and Support Services in the normal course of its business, by on-line connectivity, telephonically or both. Licensee acknowledges and agrees that Service Provider and Hyland Software, Inc. require on-line access to the Software installed on Licensee's systems in order for Service Provider to provide Maintenance and Support Services hereunder. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, appropriate communications software as specified by Service Provider; and Licensee shall establish and maintain, at Licensee's sole cost and expense, an adequate connection with Service Provider and Hyland Software, Inc. to facilitate Service Provider's on-line Maintenance and Support Services.

(b) On-Site Services. Upon the reasonable request of Licensee, and submission of a purchase order for such services agreeing to pay for such services on a time and materials basis in accordance with Section 5(a)(4), Service Provider may provide on-site Maintenance and Support Services at Licensee's facilities in connection with the correction of any Error(s) involving a mission critical function of the Software that is not functioning in a production environment.

(c) Exclusions. Service Provider is not responsible for providing, or obligated to provide, Maintenance and Support Services or Upgrades and Enhancements under this Agreement: (a) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of the Workflow or WorkView modules of the Software that was not undertaken by Service Provider or Hyland Software, Inc. or authorized in writing in advance by Hyland Software, Inc.; (b) in connection with any Error if Service Provider (directly or through Hyland Software, Inc.) has previously provided corrections for such Error, which correction Licensee chooses not to implement; (c) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software bundled with the Software by Hyland Software, Inc.), hardware or any system or networking utilized by Licensee; (d) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (e) if any party other than Service Provider or Hyland Software, Inc. has provided any services in the nature of Maintenance and Support Services to Licensee with respect to the Software.

3. UPGRADES AND ENHANCEMENTS. Service Provider will provide to Licensee, in accordance with Hyland Software, Inc.'s then current policies, all Upgrades and Enhancements to the Software released by Hyland Software, Inc. during the term of this Agreement. Licensee acknowledges and agrees that Hyland Software, Inc. has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland Software, Inc.'s policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland Software, Inc. and the sole and exclusive property of Hyland Software, Inc., and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland Software, Inc.

4. LICENSEE'S RESPONSIBILITIES.

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software, including but not limited to providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database and for maintaining suitable backups of the data and database to prevent data loss in the event of any hardware or software malfunction. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for data loss regardless of the reasons for said loss. Service Provider and Hyland Software, Inc. shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Service Provider, all Error corrections and Upgrades and Enhancements. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this Section 4(b) shall relieve Service Provider of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement, but in no such event shall Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) Notice of Errors; Documentation of Errors. Licensee shall provide prompt notice of any Errors in the Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Service Provider's then current policies for reporting of Errors. Proper notice may include, without limitation, prompt telephonic and written notice to Service Provider of any alleged Error. If requested by Service Provider, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Service Provider in the detection and correction of said Errors.

(d) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's premises, computer hardware, peripherals, Software and other software as Service Provider deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. In addition, Licensee acknowledges and agrees that Hyland Software, Inc. may be retained by Service Provider to provide Error corrections or other Maintenance and Support Services directly to Licensee and, accordingly, Licensee shall provide such same access directly to Hyland Software, Inc. Such right of access and use shall be provided at no cost or charge to Service Provider or Hyland Software, Inc.

5. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Service Provider annual maintenance fees in the amounts invoiced by Service Provider.

(1) Initial Software. The table on Exhibit A attached hereto sets forth the aggregate invoice amounts for initial annual maintenance fees for each Software module initially licensed, and for all Software modules initially licensed in the aggregate. Licensee shall be required to submit a purchase order for this Agreement, in the amount of the initial annual maintenance fees due hereunder, simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA.

(2) Additional Software. Service Provider shall invoice Licensee for annual maintenance fees for all Software modules that Licensee additionally licenses under the EULA promptly upon acceptance of Licensee's purchase order for the purchase of Maintenance and Support Services for such Software.

(3) Renewal Periods. Service Provider shall invoice Licensee for annual maintenance fees for renewal terms at least forty-five (45) days prior to the end of the then-current term of this Agreement. In the event that any term of this Agreement for which annual maintenance fees are payable is a period of less than twelve (12) calendar months, the annual maintenance fees for such term will be pro rated based upon the number of calendar months in such period (including the calendar month in which such term of this Agreement commences only if such period commences prior to the 15th day of such month).

(4) Time and Materials Charges. Notwithstanding anything to the contrary, if Licensee requests (1) Maintenance and Support Services that Service Provider is not obligated to provide because of the provisions of Section 2(c), and Service Provider agrees to provide such requested Services notwithstanding the provisions of Section 2(c), (2) on-site Maintenance and Support Services in accordance with Section 2(b), or (3) any other services in the nature of Maintenance and Support Services that Service Provider is not obligated to provide, or is not obligated to provide in the manner requested, and Service Provider agrees to provide the requested Maintenance and Support Services, then in any such case Licensee agrees that such Maintenance and Support Services shall not be covered by the annual maintenance fees under Section 5(a) and Licensee agrees to pay for such Maintenance and Support Services at Service Provider's standard time and materials charges payable by end users who have not purchased a continuing Software Maintenance Agreement from Service Provider. Service Provider shall invoice Licensee for all time and materials charges hereunder.

(b) Incidental Costs and Expenses. Licensee shall be responsible for all incidental costs and expenses incurred by Service Provider in connection with the performance of this Agreement. Examples of incidental costs and expenses include, without limitation, all costs and expenses for tools, supplies, accessories, media and other expendables purchased or otherwise used by Service Provider, on-line connection charges and out-of-pocket expenses incurred at Licensee's request, including but not limited to travel, meals and lodging expenses for on-site Maintenance and Support Services. Service Provider shall invoice Licensee for all incidental costs and expenses hereunder.

(c) Payments; Remedies.

(1) Annual Maintenance Fees. Licensee shall pay all invoices for annual maintenance fees in full on or before the last day of the then-current term of this Agreement.

(2) Other Payments. Licensee shall pay all other invoices hereunder in full net thirty (30) days from the date of invoice.

(3) Remedies. All past due amounts shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts due hereunder, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Service Provider

shall have the right to cease to provide any Maintenance and Support Services and Upgrades and Enhancements to Licensee unless and until such default, and any and all other defaults by Licensee under this Agreement, shall have been cured.

(4) U.S. Dollars. All payments by Licensee to Service Provider shall be made in U.S. dollars.

(d) Taxes and Governmental Charges. In addition to any and all other payments required to be made by Licensee hereunder, Licensee shall pay all taxes and governmental charges, foreign, federal, state, local or otherwise (other than income or franchise taxes of Service Provider), however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including but not limited to sales and use taxes, excise taxes and customs duties or charges. Licensee agrees to make any and all required tax payments directly to the appropriate taxing authority.

6. LIMITED WARRANTY.

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance and Support Services shall be performed in a good and workmanlike manner and substantially according to industry standards. In order to assert any claim that any Maintenance and Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of such claim within thirty (30) days after the date the alleged non-conforming Services are completed. If, after such timely notice from Licensee, the Maintenance and Support Services in question are determined not to conform to this limited warranty, Service Provider's sole obligation, and Licensee's sole remedy, shall be for Service Provider to use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct such nonconformity after a reasonable period of time, Licensee's sole and exclusive remedy shall be termination of this Agreement in accordance with Section 8(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED. SERVICE PROVIDER DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

7. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL SERVICE PROVIDER'S OR ITS SUPPLIERS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO SERVICE PROVIDER UNDER THIS AGREEMENT DURING THE CURRENT TERM OF THIS AGREEMENT. IN NO EVENT SHALL SERVICE PROVIDER OR HYLAND SOFTWARE, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF SERVICE PROVIDER OR HYLAND SOFTWARE, INC. HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES.

8. TERM, RENEWAL AND TERMINATION.

(a) Term. Subject to the early termination provisions of Section 8(b), the initial term of this Agreement (the "Initial Term") shall commence on the day that Service Provider issues to Licensee license codes for the Software modules licensed by Licensee under the EULA and shall expire on the first annual anniversary of such date; and, except as otherwise provided in Section 8(c)(3) below, the term of this Agreement shall be renewed: (1) at the end of the Initial Term, for a period from the first day after the end of the Initial Term through December 31 of the calendar year in which the Initial Term ends; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Early Termination.

(1) Automatic. This Agreement shall terminate automatically, without any other or further action on the part of either of the parties, immediately upon any termination of the EULA.

(2) By Service Provider For Cause. Service Provider shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within (A) in the case of non-payment, any breach of Section 1 of the EULA, ten (10) calendar days after receipt of such written notice, or (B) in the case of any other breach or non-compliance, twenty (20) business days after receipt of such written notice, Service Provider shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

(3) By Licensee.

(A) For Convenience. Licensee may terminate this Agreement at any time, for any reason or for no reason, upon not less than sixty (60) days advance written notice to Service Provider.

(B) For Cause. Licensee shall be entitled to give written notice to Service Provider of any breach by Service Provider or other failure by Service Provider to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Service Provider to cure the breach or non-compliance. If Service Provider has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within twenty (20) business days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement; and thereafter, so long as Licensee has complied in all material respects with its obligations under the EULA and this Agreement and is current on all payment obligations under the EULA and this Agreement, Licensee shall be entitled to a refund from Service Provider of the "unused portion of the annual maintenance fees" for the then-current term of this Agreement. For these purposes, the "unused portion of the annual maintenance fees" shall mean that portion of the annual maintenance fees paid by Licensee under Section 5(a) with respect to the term of this Agreement during which such termination of this Agreement is effective, equal to the total of such annual maintenance fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current term of this Agreement that remain until the end of such then-current term, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current term determined without regard to such termination.

(C) Non-Renewal. Licensee may elect not to renew this Agreement at the end of the then-current term of this Agreement by written notice to Service Provider on or prior to the date payment is due under Section 5(c)(1) of Service Provider's invoice for annual maintenance fees for the next succeeding renewal term of this Agreement.

(4) By Either Party in Accordance with Section 9. Either party may terminate this Agreement in accordance with the procedures set forth in Section 9.

(c) Effect of Termination.

(1) Payments. Notwithstanding any termination of this Agreement, Licensee shall be obligated to pay Service Provider for (A) all Maintenance and Support Services provided on a time and materials basis in accordance with this Agreement at any time on or prior to the effective date of termination; (B) all annual maintenance fees due with respect to any period commencing prior to the effective date of termination; and (C) all incidental costs and expenses incurred by Service Provider at any time on or prior to the effective date of termination. All such payments shall be made in accordance with Section 5, which shall survive any such termination for these purposes.

(2) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 3 (as it relates to title and ownership), Section 5(d), Section 6(c), Section 7, Section 8, Section 10 and Section 11. No action arising out of this Agreement, regardless of the form of action, may be brought by Licensee more than one (1) year after the date the action accrued.

(3) Reinstatement of Agreement. In the event of the termination of this Agreement by Licensee under Section 8(b)(4)(C) (Non-Renewal), Licensee may at any time after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 8(c)(3). To obtain reinstatement, Licensee shall deliver written notice to such effect to Service Provider, together with payment in full of: (A) annual maintenance fees, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for all periods (as determined under Section 8(a) as if the Agreement had not been terminated under Section 8(b)(4)(C)) that have elapsed from the effective date of such termination through the effective date of such reinstatement; and (B) an amount equal to one hundred ten percent (110%) of the annual maintenance fee, based upon Service Provider's Annual Maintenance Fee Schedule in effect as of the time of such reinstatement, for the renewal term of this Agreement commencing on the effective date of such reinstatement. Any reinstatement under this Section 8(c)(3) shall be effective as of the first business day after Service Provider has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal term commencing with the effective date of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter the term of this Agreement shall be renewed: (i) at the end of such first renewal term, for a period from the first day after the end of such first renewal term through December 31 of the calendar year in which such first renewal term ends; and (ii) thereafter, annually on a calendar year by calendar year basis.

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 8(c)(3), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

9. **FORCE MAJEURE.** No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war;

riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 9 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 9 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

10. **NOTICES.** Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

11. GENERAL PROVISIONS.

(a) **Jurisdiction.** This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the Commonwealth of Virginia _____, without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in _____ Arlington County, Virginia.

(b) **Interpretation.** The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) **Waiver.** No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) **Integration.** This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior discussions between them on the same subject matter. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Service Provider may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Service Provider. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 11(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support Services.

(h) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(i) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Service Provider's protection and, accordingly, Service Provider shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

Licensee

Versivo Inc.

Service Provider

950 North Glebe Road

Suite 2500

Arlington, VA 22203

Business

Address:

Versivo's Quote for Hyland OnBase Maintenance and Support

By: _____

By: _____

Print Name: _____

Print Name: Brett Thompson

Title: _____

Title: President and CEO

Date: _____

Date: _____

Exhibit A

<u>SOFTWARE MODULES</u>	<u>Module</u>	<u>Quantity</u>

Attachment E – Vendor Preference Certificate

This page is intentionally left blank. The Vendor Preference Certificate is attached.

Attachment F – Purchasing Affidavit

This page is intentionally left blank. The Purchasing Affidavit is attached.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
WWV11868

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

BUYER

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Versivo
 950 N. Glebe Rd., Ste. 2500
 Arlington, VA 22203

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/21/2010				

BID OPENING DATE: 10/13/2010	BID OPENING TIME: 01:30 PM
------------------------------	----------------------------

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: 44 RFQ. NO.: WWV11868 BID OPENING DATE: 10/13/10 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (703) 229-0575 CONTACT PERSON (PLEASE PRINT CLEARLY): Brett Thompson						
***** THIS IS THE END OF RFQ WWV11868 ***** TOTAL:						\$188,431.05

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Versivo Signed: [Signature] Title: President Date: 10/20/2010

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Versivo, Inc.

Authorized Signature: [Signature] Date: 10/20/2010

State of Virginia

County of ARLINGTON, to-wit:

Taken, subscribed, and sworn to before me this 20th day of October, 2010

My Commission expires August 31, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]