



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE ALERT SYSTEM SOFTWARE & HARDWARE

Optional Use Contract

Date: February 17, 2011

Contract #: VA-070302-SIGC

Authorized User: State Agencies, Institutions, and other Public Bodies
as defined in the VPPA

Contractor: Plant Equipment Inc.
42505 Rio Nedo
Temecula, CA 92590

FIN: 95-2580952

Contact Person: Phyllis Smith
Phone: 951-719-2100
Fax: 951-296-2727
Email: psmith@plantcml-eads.com

Term: March 2, 2011 – March 1, 2012

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:
Virginia Information Technologies Agency
Supply Chain Management

Mike Novak
Phone: 804-416-6168
E-Mail: mike.novak@vita.virginia.gov
Fax: 804-416-6361

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

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

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

**MODIFICATION #4
TO
CONTRACT NUMBER VA-070302-SIGC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PLANT EQUIPMENT INC**

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth" and Plant Equipment Inc. (dba "PlantCML"), hereinafter referred to as "PlantCML", relating to Contract VA-070302-SIGC as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #4 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #4 is to document the parties' agreement to an extension of the Contract term for one year. The following change is hereby made to the Contract:

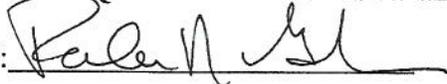
Referencing Section 3 of the Contract, "Term and Termination", the parties agree that the term shall be extended from March 3, 2011 through March 2, 2012.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-070302-SIGC. Contract VA-070302-SIGC cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-070302-SIGC SHALL REMAIN UNCHANGED.

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

PLANT EQUIPMENT INC. dba PlantCML

BY: 

NAME: PAULA N. GRAHAM

TITLE: CORPORATE SECRETARY

DATE: 2-8-11

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Michael A. Novak

TITLE: Sourcing Specialist

DATE: February 17, 2011

**MODIFICATION #3 TO
CONTRACT NUMBER VA-070302-SIGC
BETWEEN THE COMMONWEALTH OF VIRGINIA
AND PLANT EQUIPMENT INC**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth" and Plant Equipment Inc. (dba "PlantCML"), hereinafter referred to as "PlantCML", relating to Contract VA-070302-SIGC as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #3 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #3 is to document the addition of product offerings available for purchase through PlantCML, as indicated on the price sheet attached hereto as Schedule A and incorporated herein by this reference, and to extend the Contract term for one year.

The following changes are hereby made to the Agreement:

Referencing Section 3 of the Contract, "Term and Termination", the parties agree that the term shall be extended from March 2, 2010 through March 2, 2011.

Exhibit B is modified to add the price tables below (Schedule A).

Exhibit C shall be modified as follows:

- a. Where the term "REVERSE 911® Software" appears in Exhibit C, such exhibit shall be modified to read "'REVERSE 911® software or the Communicator!® NXT software";
- b. For the sale of the Communicator!® NXT hosted solutions, the following language shall be added to Exhibit C:

C 4.0 Hosting Services:

- 4.1 Hosting Services are available for the Communicator!® NXT system where the system is hosted on the licensor's premises.
- 4.2 A block of 2,000 minutes shall be provided by PLANTCML for the first year of the Agreement at no additional cost. For every minute thereafter, Licensee shall pay the price per minute recorded, as invoiced by PLANTCML, based on whether the call is domestic or international calculated at the current rate.

- 4.3 Licensee and PLANTCML shall agree upon, prior to Licensee's use of the System, the offices and personnel authorized to access the System and such personnel shall be identified in advance by Licensee. Licensee may modify the persons who are authorized to access the System by providing advance written notice to PLANTCML.
- 4.4 Concurrent Users: Licensee may authorize access for the number of simultaneous, concurrent users of the web interface software at any given time. Passwords provided for web access may be used only by authorized personnel. Neither Licensee nor its authorized personnel shall divulge, sublicense, assign or transfer to any third party passwords established for access to the System.
- 4.5 Hosting Warranty. PLANTCML warrants that during the Initial Service Term and any renewal term, for ninety-nine percent (99%) of the time, measured monthly, the System or its redundant backup shall be capable of making automated computerized telephone communications to contacts within the contact database.

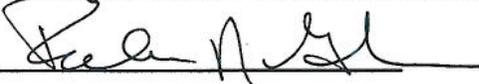
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-070302-SIGC. Contract VA-070302-SIGC cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-070302-SIGC AND MODIFICATION NUMBER 1 AND MODIFICATION NUMBER 2 THAT ARE NOT ADDRESSED HEREIN SHALL REMAIN UNCHANGED.

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

PLANT EQUIPMENT INC. dba PlantCML

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: PAULA N. GRAHAM

NAME: Jerry C. ...

TITLE: GENERAL COUNSEL

TITLE: Secretary of State

DATE: 2-17-10

DATE: 2-18-10

Schedule A

**VITA Pricing - Hosted Solution
NXT/GCW**

HST-55250	GIS: Geocoding Services (Annual)	\$ 3,300.00
HST-55251	GIS: Geocoding Services (Semi-Annual)	\$ 3,850.00
HST-55252	GIS: Geocoding Services (Quarterly)	\$ 4,950.00
HST-55253	GIS: Commercial Phone Data (0-75,000 pop) (Annual)	\$ 550.00
HST-55254	GIS: Commercial Phone Data (75,000-150,000 pop) (Annual)	\$ 1,100.00
HST-55255	GIS: Commercial Phone Data (150,000-500,000 pop) (Annual)	\$ 1,650.00
HST-55256	GIS: Commercial Phone Data (500,000-1,000,000 pop) (Annual)	\$ 2,200.00
HST-55400	GIS: Commercial Data Upload & Transfer Fee (no geocoding)	\$ 550.00
HST-56056	GIS: Additional Geocoding Services (4 HOURS)	\$ 440.00
HST-55325	Commercial Map - County	\$ 693.00
HST-55320	Commercial Map - Tri-County Area	\$ 1,870.00
HST-55315	Commercial Map - Small States	\$ 3,014.00
HST-55310	Commercial Map - Medium States	\$ 7,733.00
HST-55305	Commercial Map - Large States	\$ 10,175.00
HST-55300	Commercial Map - United States	\$ 60,500.00

PN	PROJECT MANAGEMENT	VITA PRICING
IN48000	Project Management - Per Unit	\$ 4,950.00
IN48001	Project Coordination - Per Unit	\$ 2,475.00

PN	ON-SITE CONSULTING	VITA PRICING
SP47030	On-site Consulting Only Per Day (2-Day Minimum)	\$ 1,584.00
SP47032	On-site Consulting Only Per Day International	\$ 2,970.00

PN	TECHNICAL SERVICES	VITA PRICING
SP47052	Custom Work Provided by Support Department (per hour)	\$ 173.25

PN	API DEVELOPMENT SUPPORT	VITA PRICING
PDT5500	API Custom Programming Development Support (per hour)	\$ 247.50

PN	PROFESSIONAL TRAINING SERVICES	VITA PRICING
TR-NXT-IH	2 Day Comprehensive Training (per seat)	\$ 990.00
TR-NXT-SS	2 Day Comprehensive Training; Max 15 Seats	\$ 7,425.00
TR-NXT-SS-I	2 Day Comprehensive Training; International; Max 15 Seats	\$ 9,405.00
TR-NXT-SS-P	2 Day Comprehensive Training; Premium City; Max 15 Seats	\$ 8,167.50
TR-NXT-WEB-EU	End User Training; Max 4 Hours/6 Seats	\$ 495.00
TR-NXT-WEB-EU-I	End User Training; International; Max 4 Hours/6 Seats	\$ 643.50
TR-NXT-WEB-COMP	System Admin/End User Training; Max 6 Hours/6 Seats	\$ 742.50
TR-NXT-WEB-COMP-I	System Admin/End User Training; International; Max 6 Hours/6 Seats	\$ 891.00
TR-NXT-DOC	Documentation Kit: Full NXT User Guide	\$ 74.25
TR-GCW-NXT-IH	2.5 Day NXT/GCW Comprehensive Training (per seat)	\$ 1,188.00
TR-GCW-NXT-SS	2 Day NXT/GCW Comprehensive Training; Max 15 Seats	\$ 7,425.00
TR-GCW-NXT-SS-I	2 Day NXT/GCW Comprehensive Training; International; Max 15 Seats	\$ 9,405.00
TR-GCW-NXT-SS-P	2 Day NXT/GCW Comprehensive Training; Premium City; Max 15 Seats	\$ 8,167.50
TR-GCW-NXT-DOC	Documentation Kit: Full NXT/GCW User Guide	\$ 123.75
TR-GCW-WEB	System Admin/End User Training; Max 3 Hours/6 Seats	\$ 643.50
TR-GCW-WEB-I	System Admin/End User Training; International; Max 3 Hours/6 Seats	\$ 792.00
TR-GCW-DOC	Documentation Kit: Full GCW User Guide	\$ 74.25
TR-WEB-X	Additional Web Training Seats, Session Exceeds 6 Seats	\$ 49.50

VITA Pricing Onsite Solution - NXT/GCW

Onsite System

PN	ON-SITE SOFTWARE	VITA PRICING
B1L-CBE	Base Communicator! NXT Software License	\$ 18,255.44
B12L-CBE	12 PORT Communicator! NXT Software License	\$ 14,238.24
B24L-CBE	24 PORT Communicator! NXT Software License	\$ 27,385.44
B36L-CBE	36 PORT Communicator! NXT Software License	\$ 36,150.24
B48L-CBE	48 PORT Communicator! NXT Software License	\$ 45,280.24
B72L-CBE	72 PORT Communicator! NXT Software License	\$ 63,540.24
B96L-CBE	96 PORT Communicator! NXT Software License	\$ 81,800.24
B120L-CBE	120 PORT Communicator! NXT Software License	\$ 100,060.24
B144L-CBE	144 PORT Communicator! NXT Software License	\$ 118,320.24
SW56035	Communicator! NXT DataSync On-site	\$ 3,195.50

PN	PORT EXPANSION AND UPGRADE SYSTEMS	VITA PRICING
SW55609	Expansion Ports (per port)	\$ 410.85

PN	DESKTOP ALERT SYSTEMS	VITA PRICING
DTA-55001	NetNotify License (500 Users)	\$ 8,905.05
DTA-54010	NetNotify License (1000 Users)	\$ 12,865.05
DTA-55002	NetNotify License (1500 Users)	\$ 21,775.05
DTA-54011	NetNotify License (3500 Users)	\$ 32,685.05
DTA-55003	NetNotify License (5000 Users)	\$ 46,525.05
DTA-55004	NetNotify License (7500 Users)	\$ 54,450.00
DTA-54012	NetNotify License (15000 Users)	\$ 64,345.05
DTA-55006	Enterprise NetNotify License - Level 1	\$ 89,095.05
DTA-55007	Enterprise NetNotify License - Level 2	\$ 123,745.05
DTA-55008	Enterprise NetNotify License - Level 3	\$ 173,245.05
DTA-55005	NetNotify Enterprise Client Site License	\$ 19,795.05
DTA-54013	NetNotify License - Redundant System	\$ 5,935.05

PN	GEOCAST WEB SYSTEMS	VITA PRICING
SW56050	GCW ONSITE Mapping Module - 5 Concurrent Users	\$ 5,473.44
HW79015	ESRI ArcIMS 9.3	\$ 4,565.00

PN	NXT ON-SITE OPTIONS	VITA PRICING
SW56100	Survey Module	\$ 2,282.50
SW00571	NXT Web Browser Additional Concurrent Seat	\$ 228.25
SW20162	NXT Automatic Data Import Tool	\$ 3,195.50
SW56021	XML API, SDK (includes 8 hours development support)	\$ 4,560.44
SW52010	SMS Messaging Company Configuration	\$ 913.00
SW55019	Fax Broadcasting (per line)	\$ 684.75
SW53021	Bulletin Board Package	\$ 6,847.50
SW55510	Community Care	\$ 2,191.20
SW53022	Scenario Teleconferencing / Call Transfer Module	\$ 2,282.50
SW56019	Additional Communicator! NXT Companies	\$ 2,739.00
SW58100	America's Language Pack - Spanish, Portuguese, French	\$ 6,847.50

PN	GCW ON-SITE OPTIONS	VITA PRICING
SW56055	GCW Add'l 5 Concurrent User License	\$ 913.00
SW56057	GCW Additional Company	\$ 913.00
HW-NFCTTS-ENG	Text to Speech Module Per Port - US English	\$ 913.00
HW-NFCTTS-SPH	Text to Speech Module Per Port - Spanish	\$ 913.00

PN	ANNUAL ON-SITE OPTIONS	VITA PRICING
HST-01064	Communicator! NXT DataSync Hosted Shared	\$ 3,195.50
HST-00160	Communicator! NXT DataSync Hosted Shared - Additional Company	\$ 456.50

PN	ANNUAL CALLING PLANS	VITA PRICING
CP00001	Individual Calls Per Minute / Overages	\$ 0.15
CP00002	10,000 Minutes (.10 / minute)	\$ 1,000.00
CP25000	25,000 Minutes (.09 / minute)	\$ 3,000.00
CP00003	50,000 Minutes (.07 / minute)	\$ 3,500.00
CP00004	100,000 Minutes (.05 / minute)	\$ 5,000.00
CPT11000	SMS 10,000 Messages (.09 per) - Domestic	\$ 900.00
CPT11001	SMS 50,000 Messages (.08 per) - Domestic	\$ 4,000.00

VITA Pricing Onsite Solution - NXT/GCW

CPT11002	SMS 100,000 Messages (.07 per) - Domestic	\$ 7,000.00
CPT11003	SMS 250,000 Messages (.06 per) - Domestic	\$ 15,000.00
CPT11004	SMS 500,000 Messages (.05 per) - Domestic	\$ 25,000.00
CPT11010	SMS Individual Messages (0.10 Domestic)	\$ 0.10

PN	ANNUAL GCW HOSTING SHARED OPTIONS	VITA PRICING
TBD	Self Registration Portal (0-250,000 pop) First Year	\$ 3,195.50
TBD	Self Registration Portal (250,000-500,000 pop) First Year	\$ 4,565.00
TBD	Self Registration Portal (500,000-1M pop) First Year	\$ 6,847.50
TBD	Self Registration Portal (1M+ pop) First Year	TBD
TBD	Self Registration Portal (0-250,000 pop) Annual Renewal	\$ 2,739.00
TBD	Self Registration Portal (250,000-500,000 pop) Annual Renewal	\$ 3,852.00
TBD	Self Registration Portal (500,000-1M pop) Annual Renewal	\$ 4,565.00
TBD	Self Registration Portal (1M+ pop) Annual Renewal	TBD
HOST-0033	Mass Call Service - 500 Line Access	\$ 4,565.00
HST-00150	Mass Call Service Add'l Company	\$ 1,369.50
HST-00910	BACKUP (Map at Hosting Center) - 144 Line Access	\$ 4,565.00
HST-00915	BACKUP Mass Call Service - 500 Line Access	\$ 4,565.00
HST-00140	BACKUP Add'l Company	\$ 458.50
HST-00920	GCW BACKUP Add'l 5 Concurrent Users (Hosted Backup)	\$ 913.00

PN	ANNUAL GIS SERVICES	VITA PRICING
SW55250	GIS: Geocoding Services (Annual)	\$ 3,300.00
SW55251	GIS: Geocoding Services (Semi-Annual)	\$ 3,850.00
SW55252	GIS: Geocoding Services (Quarterly)	\$ 4,950.00
SW55253	GIS: Commercial Phone Data (0-75,000 pop) (Annual)	\$ 550.00
SW55254	GIS: Commercial Phone Data (75,000-150,000 pop) (Annual)	\$ 1,100.00
SW55255	GIS: Commercial Phone Data (150,000-500,000 pop) (Annual)	\$ 1,650.00
SW55256	GIS: Commercial Phone Data (500,000-1,000,000 pop) (Annual)	\$ 2,200.00
SW55270	GIS: Commercial Data Upload & Transfer Fee (no geocoding)	\$ 500.00
SW56056	GIS: Additional Geocoding Services (4 HOURS)	\$ 440.00
SW55325	Commercial Map - County	\$ 693.00
SW55320	Commercial Map - Tri-County Area	\$ 1,870.00
SW55315	Commercial Map - Small States	\$ 3,014.00
SW55310	Commercial Map - Medium States	\$ 7,733.00
SW55305	Commercial Map - Large States	\$ 10,175.00
SW55300	Commercial Map - United States	\$ 60,500.00

HC-1-SM	HARDWARE CONFIGURATION - 1a Supermicro Server Package	VITA PRICING
HW-SM-0068	Supermicro RxT / NXT / SQL Server	\$ 7,995.00

HC-1-HP	HARDWARE CONFIGURATION - 1a HP Package	VITA PRICING
HW-HP-0068	HP RxT / NXT / SQL Server	\$ 9,995.00

HC-2-SM	HARDWARE CONFIGURATION - 1b Supermicro Package	VITA PRICING
HW-SM-0068	Supermicro RxT / SQL Server and Node	\$ 7,995.00
HW-SM-0093C2	Supermicro Web Server	\$ 5,995.00

HC-2-HP	HARDWARE CONFIGURATION - 2a HP Package	VITA PRICING
HW-HP-0093C2	HP Web Server	\$ 5,995.00
HW-HP-0068	HP RxT / SQL Server	\$ 9,995.00
HW-HP-NODE	HP NXT Node	\$ 5,995.00

HC-3-SM	HARDWARE CONFIGURATION - 2b Supermicro Package	VITA PRICING
HW-SM-NODE	Supermicro NXT Node	\$ 4,995.00
HW-SM-0068	Supermicro RxT / SQL Server	\$ 7,995.00
HW-SM-0093C2	Supermicro Web Server	\$ 5,995.00

HC-3-HP	HARDWARE CONFIGURATION - 2b HP Package	VITA PRICING
HW-HP-0093C2	HP Web Server	\$ 5,995.00
HW-HP-0068	HP RxT / SQL Server	\$ 9,995.00
HW-HP-NODE	HPNXT Node	\$ 5,995.00

PN	SQL LICENSE	VITA PRICING
HW40402-ISVR	SQL 2005 1 Proc Runtime	\$ 2,499.00
HW40402-ISVR-ENT	SQL 2005 Server Enterprise Edition 1 Proc Runtime	\$ 8,888.00

VITA Pricing Onsite Solution - NXT/GCW

PN	TELEPHONY CARDS	VITA PRICING
HW30107	D41JCT-LS (4 port voice)	\$ 1,244.00
HW30120	D120JCT-LS (12 port voice)	\$ 2,433.00
HW30115	D240JCT-T1 (JCT T1 card)	\$ 4,257.00
HW30115PCIE	D240JCT-T1 (1 T1) PCle	\$ 4,257.00
HW30116	D480JCT-T2 (JCT T2 card)	\$ 6,681.00
HW30104	VFX/JCT-LS	\$ 1,244.00
HW30104PCIE	VFX41JCT 4PTN/F/PCle	\$ 1,244.00
HW30143	DMV300BTEPEQ	\$ 6,000.00

PN	ITEMIZED HARDWARE OPTIONS	VITA PRICING
HW90085	Sound Blaster Card or Equivalent	\$ 52.00

PN	HARDWARE WARRANTY	VITA PRICING
PA-HWW-68	Hardware Warranty Renewal Yrs 2&3 NBD 8x5	\$ 999.00
PA-HWW-93C2	Hardware Warranty Renewal Yrs 2&3 NBD 8x5	\$ 999.00
PA-HWW-NODE	Hardware Warranty Renewal Yrs 2&3 NBD 8x5	\$ 999.00
PA-HWW-68-365	Hardware Warranty Renewal Yrs 2&3 24x7x365	\$ 1,199.00
PA-HWW-93-365	Hardware Warranty Renewal Yrs 2&3 24x7x365	\$ 1,199.00
PA-HWW-NODE-365	Hardware Warranty Renewal Yrs 2&3 24x7x365	\$ 1,199.00

PN	PROJECT MANAGEMENT	VITA PRICING
IN48000	Project Management - Per Unit	\$ 4,950.00
IN48001	Project Coordination - Per Unit	\$ 2,475.00

PN	FIELD SERVICES	VITA PRICING
IN49105	On-site Installation (per day)	\$ 1,584.00
IN49106	On-site Installation International	\$ 2,376.00
IN49024	Training On-site (per day)	\$ 1,881.00
IN49753	On-site Training International Per Day	\$ 3,150.00
IN49007	Annual Communicator! NXT Summit	\$ 767.25
SP47040	Installations Technical Services Per/Hr. (DCC)	\$ 173.25

PN	ON-SITE CONSULTING	VITA PRICING
SP47030	On-site Consulting Only Per Day (2-Day Minimum)	\$ 1,584.00
SP47032	On-site Consulting Only Per Day International	\$ 2,970.00

PN	TECHNICAL SERVICES	VITA PRICING
SP47052	Custom Work Provided by Support Department (per hour)	\$ 173.25

PN	API DEVELOPMENT SUPPORT	VITA PRICING
PDT5500	API Custom Programming Development Support (per hour)	\$ 247.50

PN	PROFESSIONAL TRAINING SERVICES	VITA PRICING
TR-NXT-IH	2 Day Comprehensive Training (per seat)	\$ 990.00
TR-NXT-SS	2 Day Comprehensive Training; Max 15 Seats	\$ 7,425.00
TR-NXT-SS-I	2 Day Comprehensive Training; International; Max 15 Seats	\$ 9,405.00
TR-NXT-SS-P	2 Day Comprehensive Training; Premium City; Max 15 Seats	\$ 8,167.50
TR-NXT-WEB-EU	End User Training; Max 4 Hours/6 Seats	\$ 495.00
TR-NXT-WEB-EU-I	End User Training; International; Max 4 Hours/6 Seats	\$ 643.50
TR-NXT-WEB-COMP	System Admin/End User Training; Max 6 Hours/6 Seats	\$ 742.50
TR-NXT-WEB-COMP-I	System Admin/End User Training, International; Max 6 Hours/6 Seats	\$ 891.00
TR-NXT-DOC	Documentation Kit: Full NXT User Guide	\$ 74.25
TR-GCW-NXT-IH	2.5 Day NXT/GCW Comprehensive Training (per seat)	\$ 1,188.00
TR-GCW-NXT-SS	2 Day NXT/GCW Comprehensive Training; Max 15 Seats	\$ 7,425.00
TR-GCW-NXT-SS-I	2 Day NXT/GCW Comprehensive Training; International; Max 15 Seats	\$ 9,405.00
TR-GCW-NXT-SS-P	2 Day NXT/GCW Comprehensive Training; Premium City; Max 15 Seats	\$ 8,167.50
TR-GCW-NXT-DOC	Documentation Kit: Full NXT/GCW User Guide	\$ 123.75
TR-GCW-WEB	System Admin/End User Training; Max 3 Hours/6 Seats	\$ 643.50
TR-GCW-WEB-I	System Admin/End User Training; International; Max 3 Hours/6 Seats	\$ 792.00
TR-GCW-DOC	Documentation Kit: Full GCW User Guide	\$ 74.25
TR-WEB-X	Additional Web Training Seats, Session Exceeds 6 Seats	\$ 49.50

VITA Pricing - Hosted Solution NXT/GCW

Hosted System

PN	SHARED NXT SERVICES	VITA PRICING
HST-00600	Communicator! NXT Shared Services	\$ 9,125.44
HST-00700	Communicator! NXT Shared Service - 1000 calls/hour	\$ 14,603.44
HST-00701	Communicator! NXT Shared Service - 2500 calls/hour	\$ 23,733.44
HST-00704	Communicator! NXT Shared Service - 5000 calls/hour	\$ 32,863.44
HST-00709	Communicator! NXT Shared Service - 6500 calls/hour	\$ 41,993.44

PN	SHARED GCW SYSTEMS	VITA PRICING
HST-00950	GCW SHARED Mapping NXT Module - 5 Concurrent Users	\$ 5,473.44
HST-00170	GCW SHARED Hosted Mapping Service - 5 Concurrent Users (No NXT)	\$ 11,864.44

PN	PORT EXPANSION AND UPGRADE SYSTEMS	VITA PRICING
HST-57010	Expansion Ports (per port)	\$ 410.85

PN	ANNUAL NXT HOSTING OPTIONS	VITA PRICING
HST-54000	Survey Module	\$ 2,282.50
HST-00750	NXT Web Browser Additional Concurrent Seat	\$ 228.25
HST-20162	NXT Automatic Data Import Tool	\$ 3,195.50
HST-56021	XML API, SDK (includes 8 hours development support)	\$ 4,560.44
HST-55077	SMS Messaging Company Configuration	\$ 913.00
HST-55034	2 Way Email Confirmation	\$ 1,369.50
HST-00755	Scenario Teleconferencing / Call Transfer Module	\$ 2,282.50
HST-56019	Additional Communicator! NXT Companies (Dedicated)	\$ 2,739.00
HST-00562	Bulletin Board Package	\$ 6,847.50
HST-55019	Fax Broadcasting (per line)	\$ 684.75
HST-55510	Community Care	\$ 2,191.20
HST-58103	America's Language Pack - Spanish, Portuguese, French	\$ 6,847.50
HST-58101	Euro Language Pack - Dutch, German, French, Italian, Spanish, UK English	\$ 13,695.00

PN	ANNUAL CALLING PLANS	VITA PRICING
CP00001	Individual Calls Per Minute / Overages	\$ 0.15
CP00002	10,000 Minutes (.10 / minute)	\$ 1,000.00
CP25000	25,000 Minutes (.09 / minute)	\$ 2,250.00
CP00003	50,000 Minutes (.07 / minute)	\$ 3,500.00
CP00004	100,000 Minutes (.05 / minute)	\$ 5,000.00
CP30000	Universal International Calls Per Minute (.42 per)	\$ 0.42
CPT11000	SMS 10,000 Messages (.09 per) - Domestic	\$ 900.00
CPT11001	SMS 50,000 Messages (.08 per) - Domestic	\$ 4,000.00
CPT11002	SMS 100,000 Messages (.07 per) - Domestic	\$ 7,000.00
CPT11003	SMS 250,000 Messages (.06 per) - Domestic	\$ 15,000.00
CPT11004	SMS 500,000 Messages (.05 per) - Domestic	\$ 25,000.00
CPT11010	SMS Individual Messages (0.10 Domestic)	\$ 0.10

PN	ANNUAL GCW HOSTING OPTIONS	VITA PRICING
TBD	Self Registration Portal (0-250,000 pop) First Year	\$ 3,195.50
TBD	Self Registration Portal (250,000-500,000 pop) First Year	\$ 4,565.00
TBD	Self Registration Portal (500,000-1M pop) First Year	\$ 6,847.50
TBD	Self Registration Portal (1M+ pop) First Year	TBD
TBD	Self Registration Portal (0-250,000 pop) Annual Renewal	\$ 2,739.00
TBD	Self Registration Portal (250,000-500,000 pop) Annual Renewal	\$ 3,652.00
TBD	Self Registration Portal (500,000-1M pop) Annual Renewal	\$ 4,565.00
TBD	Self Registration Portal (1M+ pop) Annual Renewal	TBD
HST-00956	Additional GeoCast Web Company (Dedicated)	\$ 913.00
HST-00955	Mass Call Service (Shared - 500 Lines)	\$ 4,565.00
HST-00960	GCW Add'l 5 Concurrent User License	\$ 913.00
HW-NFCTTS-ENG	Text to Speech Module Per Port - US English	\$ 913.00
HW-NFCTTS-SPH	Text to Speech Module Per Port - Spanish	\$ 913.00

PN	ANNUAL GIS SERVICES	VITA PRICING
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**MODIFICATION #2
TO
CONTRACT NUMBER VA-070302-SIGC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SIGMA COMMUNICATIONS, LLC**

This MODIFICATION #2 is an agreement amongst the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", Plant Equipment Inc. (dba "PlantCML"), hereinafter referred to as "PlantCML", and Sigma Communications, LLC, hereinafter referred to as "Sigma", relating to Contract VA-070302-SIGC as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #2 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #2 is to document the parties' agreement to assignment of the Contract from Sigma to PlantCML, as provided in Section 18.I, "Assignment" of the Contract. On May 1, 2007, PlantCML purchased all units of Sigma through an acquisition. PlantCML agrees to be bound by the terms and conditions set forth in the Contract.

The following change is hereby made to the Agreement:

In the first paragraph on page 3 of 12, under the heading "SOFTWARE LICENSE AGREEMENT", remove "Sigma Communications, LLC" and replace with "PlantCML" as the definition of "Supplier". The paragraph now reads "...and PlantCML (Supplier) to be effective as of March 2, 2007 (Effective Date)".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-070302-SIGC. Contract VA-070302-SIGC cannot be modified, except by a writing signed by a duly authorized representative of both parties.

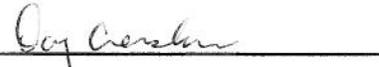
ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-070302-SIGC REMAIN UNCHANGED.

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

PLANT EQUIPMENT INC. dba PlantCML

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: PAULA N. GRAHAM

NAME: Day Crossman

TITLE: GENERAL COUNSEL

TITLE: Security Manager, Vets

DATE: 11-18-08

DATE: 11/19/08

SIGMA COMMUNICATIONS, LLC

BY: 

NAME: PAULA N. GRAHAM

TITLE: SECRETARY

DATE: 11-18-08

**MODIFICATION #1
TO
CONTRACT NUMBER VA-070302-SIGC
BETWEEN THE
COMMONWEALTH OF VIRGINIA, through the
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIGMA COMMUNICATIONS, LLC**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", and Sigma Communications, LLC, hereinafter referred to as "Contractor", relating to Contract VA-070302-SIGC as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #1 is to document the parties' agreement to the following:

In Exhibit B to the contract, the pricing detail for "MassCall" on page 3 of 3 is hereby changed from "\$2,500.00", to "\$2,500.00 annually, with \$0.20 per call minute when used".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-070302-SIGC. Contract VA-070302-SIGC cannot be modified, except by a writing signed by a duly authorized representative of both parties.

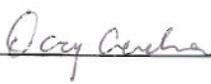
ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-070302-SIGC REMAIN UNCHANGED.

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

SIGMA COMMUNICATIONS LLC

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Steven F. Warren

NAME: Doug Overstreet

TITLE: VP Sales & Marketing

TITLE: Strategic Services Manager

DATE: 3/14/07

DATE: 3/14/07

**SOFTWARE LICENSE CONTRACT
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SOFTWARE LICENSE CONTRACT

THIS SOFTWARE LICENSE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia, (hereinafter referred to as "VITA") and Sigma Communications, LLC (Supplier) to be effective as of March 2, 2007 (Effective Date).

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to grant a license to Authorized Users to use certain of Supplier's Software, and to provide various Services to the Authorized Users, subject to execution of an applicable Statement of Work.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of completed acceptance testing in conformance with the Acceptance testing criteria and procedures described in the applicable Statement of Work.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

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

D. Computer Virus

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

E. Confidential Information

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

F. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Software.

G. Electronic Self-Help

Any use of electronic means to exercise Supplier's termination rights upon breach or cancellation, termination or expiration of this Contract.

H. Party

Supplier, VITA, or any Authorized User.

I. Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct ship to location.

J. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Software described in the applicable documentation,

Supplier's Proposal and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

K. Services

Any services, including software modifications, installation, support and training provided by Supplier under this Contract.

L. Software

The programs and code provided by Supplier under this Contract as set forth in Exhibit A.

M. Statement of Work (SOW)

Any document in substantially the form of Exhibit D to this Contract which, upon signing by both Parties to the agreement, shall be deemed a part of this Contract, and which describes the deliverables, due dates, duration, and payment obligations for a specific project or engagement in which Supplier shall provide Software and/or Services to an Authorized User. Any Statement of Work shall constitute an order.

N. Supplier

Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier to provide Software and/or Services under this Contract.

O. Supplier-provided Hardware

Includes any hardware necessary to run the Supplier's software, the configuration of which is proprietary or custom built for such purpose.

P. Supplier's Proposal

Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit A.

Q. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

R. Warranty Period

As defined in Exhibit C hereto.

3. TERM AND TERMINATION

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section shall continue to be effective and legally binding for a period of three (3) years. Subject to the mutual written agreement of both Parties, this Contract may be extended for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period.

VITA may terminate this Contract, in whole or in part, upon not less than (30) days prior written notice at any time for any reason. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination, VITA shall have no future liability except for Services rendered or Software delivered by Supplier prior to the termination date. In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs or if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide written notice to VITA if federal debarment proceedings are instituted against Supplier or if Supplier is charged with violation of 31 USC 1352.

4. SOFTWARE LICENSE

Software provided to Authorized Users pursuant to this Contract shall be licensed in accordance with Supplier's end user licensing agreement (EULA) attached hereto as Exhibit C. The terms and conditions of Exhibit C are incorporated herein by reference. Unless expressly provided in a Statement of Work, the use of Supplier's Software by the Authorized User who is party to such Statement of Work shall be subject to the license terms and other terms and conditions of this Contract, including Exhibit C. A Statement of Work issued pursuant to this Contract may contain

additional terms and conditions related to licensing of the Software; however, to the extent that such additional terms and conditions restrict the Authorized User's use of the Software or are in conflict with the terms and conditions set forth in this Contract, including Exhibit C hereto, the terms and conditions set forth in Exhibit C and the terms and conditions of this Contract shall prevail.

Except as provided or allowed by law, each Party agrees that it shall not reverse engineer, modify, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of the other Party.

Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data, which such Authorized User may already possess or acquire under proper authorization from other sources.

5. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

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

Major releases of Software products must be added to Supplier's price list by means of a written modification, signed by VITA and Supplier, to this Contract. Supplier shall submit a written request to VITA to add any such Software product, and, provided such Software product is deemed within the scope of this Contract as such scope is defined in Exhibit A hereto, VITA shall not unreasonably deny such request by Supplier. If Supplier's requested price for a major release of any Software product is greater than three percent (3%) of the prior version of such product, Supplier's request to add such major release to the Contract must be accompanied by a statement explaining the rationale for the proposed product price. In no event shall the addition of any major release of a Software product relieve Supplier of its responsibility to offer a prior release previously offered by Supplier pursuant to this Contract to any Authorized User who has previously licensed such prior release pursuant to this Contract; nor shall the addition of any major release of a Software product relieve Supplier of its contractual responsibilities, if any, to support prior releases previously offered by Supplier pursuant to this Contract, as such responsibilities are set forth herein.

B. Demonstration of Software

At the request of any Authorized User, Supplier shall perform a demonstration of its Software by remote access or at such Authorized User's location and at no charge.

C. Statement of Work (SOW)

Supplier and Authorized User may execute an SOW (which shall constitute an order for purposes of this Contract) for Supplier's provision of Software and Services pursuant to this Contract. All Software shall be delivered and all Services shall be performed at the times and locations set forth in the applicable SOW and at the prices and rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, an SOW shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses.

Any change to an SOW must be described in a written change request (template provided as Exhibit E). Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. An SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

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

An SOW may be written as follows:

1. Fixed Price Type

A Fixed Price type SOW should be used when the Authorized User's requirements can be set forth in sufficient detail as to allow for a fixed price to be developed. A Fixed Price type SOW may include a cost-reimbursable line items for travel; however, any travel expenditure must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expense shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm, or a successor URL(s)). A Fixed Price type SOW should also include a milestone payment schedule associated with the Software and Services.

2. Time and Materials Type

A Time and Materials type SOW should be used when the Authorized User's requirements are not sufficiently defined as to allow for a fixed price to be developed, and an Authorized User must obtain VITA's written authorization to issue a Time and Materials type SOW. A Time and Material type SOW shall list the labor categories of the personnel performing work on such SOW, and, for each labor category: a) the number of hours allocated thereto, b) the hourly rate, and c) an extended price. A Time and Materials SOW may also include line item funding for travel, incidentals, and materials, as applicable; however, any such travel, incidental, and material expenditures must be approved in advance by the Authorized User and reimbursement of such pre-approved travel expenses shall be in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm, or a successor URL(s)).

A Time and Materials SOW shall contain a Not to Exceed funding limitation, which shall be considered a reasonably accurate estimate. Supplier shall not be obligated to incur costs in excess of such limitation, and the Authorized User shall not be obligated to reimburse Supplier for costs in excess of such limitation. Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by VITA upon forty-eight (48) hours advance written notice.

D. Ordering

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

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall

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

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

This ordering authority is limited to issuing orders for the Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

Supplier shall make available all appropriate and/or related Documentation at the time of delivery of the first unit of each Software type. Software delivered without the appropriate and required Documentation shall be considered "shipped short" until the applicable documentation has been received.

E. Invoice Procedures

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

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

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY CITY OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

F. Purchase Payment Terms

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

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Software has been provided or items or milestones have met Acceptance criteria. Charges for Software or Services accepted more than one hundred twenty (120) days prior to receipt of a valid invoice may not be paid, unless otherwise provided in a milestone payment schedule. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

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

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. All payment terms are net 30 days after Acceptance.

G. Supplier’s Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the “Supplier Monthly Report of Sales”. Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information to be provided upon award), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such “Supplier Monthly Report of Sales” within thirty (30) days of submitting the “Supplier Monthly Report of Sales”. The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, “report amounts”, and “report period”.

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact Information

VITA Controller 110 South 7 th Street, 3 rd Floor Richmond, VA 23219-3931 VITAController@vita.virginia.gov	VITA IFA Coordinator 110 South 7 th Street, 1 st Floor Richmond, VA 23219 804-371-5980 (Phone) 804-371-5969 (Fax) ifacoordinator@vita.virginia.gov
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H. Small, Woman, and Minority-Owned Business (SWaM) Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small, Woman, and Minority Owned Businesses (SWaMs) as subcontractors and second-tier suppliers under this Contract. Supplier and VITA will review Supplier’s SWaM subcontracting plan, which was submitted with Supplier’s proposal, and SWaM subcontract reporting, and will discuss ways of encouraging SWaM participation and increasing subcontracting spend with SWaM suppliers.

Supplier and VITA agree to meet annually thereafter to review SWaM subcontracting reports and discuss further action with respect to SWaM subcontracting and spend.

Discussions regarding SWaM subcontracting may be held in conjunction with meetings of the Steering Committee, as described in the Steering Committee section of this Contract.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at <http://www.vita.virginia.gov/procurement/supplierResources.cfm>). Supplier’s report should include spend on all Supplier’s contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to SWaM

vendors, by SWaM category, regardless of such SWaM vendors' certification status. Supplier shall submit the report to SWaM@vita.virginia.gov.

6. TRAINING AND DOCUMENTATION

The license fee includes all costs for one (1) eight (8)-hour training session at an Authorized User's designated location on the use and operation of the Software, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

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

7. DELIVERY, INSTALLATION, AND ACCEPTANCE

A. Scheduling

Supplier shall deliver Software according to the delivery dates set forth on the appropriate order.

B. Installation of Software

The Software license fee includes initial installation. Supplier is required to install the Software in accordance with the installation schedule set forth on the order or SOW. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site (as applicable under an SOW or order) to determine that the Software is properly installed and fully ready for productive use, and shall supply such Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order or SOW shall constitute a material breach of this Contract.

C. Documentation of Software Configuration

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

D. Acceptance

An SOW issued pursuant to this Contract shall contain Acceptance testing criteria to be referenced during Acceptance testing by means of an Installation Verification Test. The Installation Verification Test will take place in conjunction with installation of the Software and training of Authorized User personnel.

After delivery of the Software, Authorized User shall have a period of thirty (30) days (the "Acceptance Period") during which to schedule the Supplier for onsite installation and training. In the event Supplier and Authorized User cannot mutually agree on an installation date requested by Authorized User, Supplier will extend the Acceptance Period by an additional period of thirty (30) days. Upon installation pursuant to the Installation of Software provision of this Contract and any additional requirements defined in any SOW issued hereunder, the Software and related installation and training services provided by Supplier shall be deemed accepted when the following measurable criteria have been met:

Installation Milestone	Acceptance Criteria
1 – Product Delivery to Authorized User Site	Authorized User provides written documentation verifying all product materials have been properly delivered to Authorized User's designated site in accordance with the applicable order and/or SOW.
2 – Installation Test Complete	Successful completion by Supplier of the Installation Verification Test as defined in the applicable order and/or SOW.
3 – Initial Training Complete	Successful delivery by Supplier of initial user training in conjunction with product installation as defined in the applicable order and/or SOW.
4 – Final Acceptance	Sign-off by Authorized User acknowledging that Milestones 1-3 above have been satisfactorily completed.

If Authorized User fails to schedule Supplier for Installation prior to the expiration of the Acceptance Period, Authorized User will be deemed to have accepted the Software, and the Supplier shall have no further acceptance testing obligation.

Unless otherwise specified in the SOW, all travel and incidental expenses shall be deemed included in the fixed price of an order. If the fixed price of Authorized User's order does not include travel and incidental expenses, such expenses must be pre-approved in writing by the Authorized and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm, or a successor URL(s)).

E. Cure Period

If the Installation Verification Test performed by Supplier during installation identifies a material defect ("Defect") in the functionality of the Software, the Supplier shall have a period of thirty (30) days from identification of such Defect to remedy such Defect. Supplier shall notify Authorized User in writing upon correction of such Defect and Authorized User shall have thirty (30) days after receipt of such notice from the Supplier (the "Re-Test Period") to schedule a second installation and a re-test of the Software. Unless Authorized User notifies the Supplier of any additional Defect(s) during the Re-Test period, Authorized User shall be deemed to have accepted the Software, and Supplier shall have no further acceptance testing obligation. In the event that Authorized User notifies the Supplier upon the completion of the Re-Test period that a Defect in the functionality of the Software still exists, Authorized User may choose to repeat the Re-Test Period or terminate its order or SOW upon written notice to the Supplier.

8. GENERAL WARRANTY

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

A. Ownership

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

B. Software and Documentation

Supplier warrants the following with respect to the Software:

- i). If the Software is pursuant to a particular Request for Proposal (“RFP”), such Software shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Software;
- ii). The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order;
- iii). No corrections or future minor Software releases provided by Supplier under the warranty provisions or under maintenance shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software. An upgrade to a major Software release may require an Authorized User to acquire additional hardware equipment or software; however in no event shall any Authorized User be required by Supplier to upgrade to such major Software release. Supplier warrants that it shall continue providing support for previous releases in accordance with the Contract. In addition, Supplier shall make all reasonable efforts to provide workarounds that do not require an Authorized User to acquire additional hardware equipment or software;
- iv). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand fully the Software without reference to any other materials or information.

C. Limited Warranty

Supplier's limited warranty is set forth in Exhibit C hereto.

D. Malicious Code

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

E. Open Source

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

F. Supplier's Viability

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

G. Supplier's Past Experience

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

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

9. WARRANTY SERVICES

At any time during the Warranty Period, Supplier shall provide the following warranty services (“Warranty Services”) to any Authorized User to maintain the Software, and any Supplier-provided hardware component in accordance with the Requirements:

A. Known Defects

Promptly notify all Authorized Users of any defects or malfunctions in the Software, hardware, or Documentation of which it learns from any source other than an Authorized User, correct any such defects or malfunctions or provide a work around until corrected, within three (3) days of Supplier’s knowledge of such defect or malfunction and provide all Authorized Users with corrected copies of same.

B. New Releases

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

C. Coverage

Supplier shall provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software and any Supplier-provided hardware. Under the terms of basic support, coverage is available during normal business hours. Twenty-four (24) hours per day, seven (7) days a week coverage is available under an enhanced maintenance option.

D. Service Levels

Provided Authorized User maintains and supplies remote access capability to Supplier’s system, Supplier will use commercially reasonable efforts to correct and/or provide a work-around for any Software error, or hardware error if Supplier-provided hardware is a component of Supplier’s system, reported by an Authorized User in accordance with the priority level reasonably assigned to such error by such Authorized User and the associated response obligations set forth below:

1. Priority 1

Urgent

Defined as a product Error that renders the Supplier’s system inoperative or causes the system to fail during an non-emergency session. Supplier promptly initiates the following procedures: (1) initial response to Authorized User within thirty (30) minutes; (2) performs escalation procedures as reasonably determined by Supplier’s support team (3) provides a work-around solution and/or Error correction within twenty-four (24) hours from initial response.

2. Priority 2

Minor – system remains operative

Defined as a product Error that causes only minor impact on the use of Supplier’s system during any session. Supplier promptly initiates the following procedures: (1) initial response to Authorized User within thirty (30) minutes; (2) performs escalation procedures as reasonably determined by Supplier’s support team (3) provides a fix for the Error no later than the next scheduled major release of the Supplier’s products.

If Licensee experiences a Priority 1 Error and Supplier’s products remain inoperative for more than the amount of time specified in the table below during a single calendar month, Supplier will credit the applicable percentage of any prepaid support fees (“SLA Credit”) for that calendar month to Licensee’s account.

Unavailable Hours	SLA Credit
--------------------------	-------------------

0 – 8	0%
8 - 24	25%
25 - 72	50%
72+	100%

The notification of an Error to Supplier (or by Supplier) shall represent the start time for measuring unavailable hours. Service outage end time is based on Supplier’s delivery of a work-around solution and/or Error correction or by Supplier’s determination and communication to Licensee that the reported Error qualifies as a Priority 2 error as defined above.

Remote access by Supplier of any Authorized User’s system(s) or any data contained therein which is not owned or licensed by Supplier may be used only in connection with support of the Software or related Supplier-provided hardware. Under no circumstances shall Supplier access data or information of the Authorized User except as necessary to maintain such Software or hardware. Deliberate access by Supplier to such data or information for any other purpose shall constitute a breach of the Contract. Any other access of such data or information by Supplier, including negligent access, shall be governed by the terms and conditions of the Confidentiality section of this Contract.

E. Software Evolution

Should Supplier merge or splinter the Software previously provided to any Authorized User, Supplier shall continue to offer prior releases of such Software and maintenance on any such previously licensed Software to the Authorized Users in accordance with the terms of this Contract.

Provided Authorized User has remained current with its order(s) for Supplier’s Software Support Services:

- i). If Supplier reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.
- ii). If Supplier releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

10. MAINTENANCE/SUPPORT SERVICES AND RENEWAL OPTIONS

After expiration of the Warranty Period, Supplier shall provide support services for Software and any Supplier-provided hardware component to include system software, of Supplier’s system (“Maintenance” or “Support Services”) no less than the Warranty Services, including new releases, updates and upgrades for an annual fee of 20% of the license fee paid by any Authorized User for then current installed base, renewable annually at such Authorized User’s option for a period of five (5) years. Thereafter, any increase in the fee to renew Maintenance/Support Services shall not exceed the fee charged for the preceding year’s Maintenance/Support Services by more than 3%, or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Supplier warrants that it shall make Maintenance/Support Services available for all the Software and hardware products listed in Exhibit B for a period of at least three (3) years from the Authorized User’s order for such Software and hardware products. Any Authorized User, at its sole option, may acquire Maintenance/Support Services. Cancellation of Maintenance/Support Services by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

11. HARDWARE PROVIDED BY SUPPLIER

If Supplier's system/solution for emergency or community notification includes a bundled hardware component, the following terms and conditions shall apply:

A. Delivery Procedure

Supplier shall deliver all hardware F.O.B. destination, with such destination being the "ship to" address as specified in the applicable order. Supplier shall bear all risk of loss of or damage to the hardware until delivery is accepted by the Authorized User, however, once hardware is received at the Authorized User's location, Supplier's liability shall extend only insofar as Supplier is responsible for such loss or damage. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the hardware while in transit. If any loss to, or damage of, the hardware occurs prior to delivery to the Authorized User, Supplier shall immediately provide a replacement item. Title to hardware, excluding system software, shall pass upon acceptance of delivery. Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the hardware.

B. Hardware Installation and Configuration

Unless otherwise agreed in an order or SOW, Supplier shall provide the initial installation of all hardware at no additional charge. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User. All hardware installations shall comply with building and facilities standards established by the ordering Authorized User, as such standards are provided in writing by the Authorized User at time of order.

Supplier shall configure all hardware as necessary for Authorized User's use of the Software and Supplier's system and at no additional charge unless otherwise agreed in an order or SOW.

C. Product Discontinuation

During the term of this Contract, if any Supplier-furnished hardware is discontinued, Supplier shall, for each Authorized User who received the discontinued hardware, continue to meet such Authorized User's needs for the discontinued hardware for not less than six (6) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for two (2) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any hardware type previously ordered by such Authorized User.

D. Engineering Changes and Product Modification

For each Authorized User that received Supplier-furnished hardware and has purchased Support Services from Supplier, Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the hardware ninety (90) days prior to incorporation. All engineering changes which affect the safety of the hardware ("Safety Changes") or the ability of the hardware to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes within sixty (60) days after issuance of the engineering change order by the hardware manufacturer. If such engineering changes affect hardware processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive/pre-approve all other engineering changes planned by Supplier on the hardware delivered or planned for delivery to the Authorized User.

E. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit B.

F. General Warranty for Hardware

Supplier warrants the following with respect to the hardware:

- i). Supplier is the owner of the hardware or otherwise has the right to grant to any Authorized User title to or the right to use the hardware provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the ordering Authorized User shall obtain good and clear title to the hardware, excluding any system software, free and clear of all liens, claims, security interests and encumbrances.
- ii). Supplier warrants that each unit of hardware provided hereunder is, and shall continue to be, data, program, and upward compatible with any other hardware available or to be available from Supplier within the same family of hardware so that data files created for each unit of hardware can be utilized without adaptation of the other hardware, and so that programs written for the hardware shall operate on the next generation of hardware, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than two (2) years.
- iii). Hardware is pursuant to a particular Request for Proposal, and therefore, such hardware shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the hardware and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the hardware;
- iv). The hardware shall be free of defects in material, design and workmanship;
- v). Upon delivery, the hardware shall be new and in good operating condition and shall have all released engineering changes released to date already installed;
- vi). Each unit of hardware delivered hereunder shall function in conformance with the Requirements;
- vii). No engineering change made to the hardware or system software revisions shall degrade the performance of the hardware to a level below that defined in the applicable Request for Proposal, and hardware manufacturer's published specifications;
- viii). Upon delivery, all system software shall be at the current release level specified in the order or SOW; and
- ix). The system software shall not, to the best of Supplier's knowledge, contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the system software, nor shall Supplier disable any Authorized User's use of such system software through remote access or otherwise. If the system software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

G. Warranty Services

Supplier shall provide the hardware manufacturer's standard warranty services during the applicable warranty period at the prices identified in Exhibit B without additional charge to maintain the hardware in accordance with the Requirements. Warranty services shall apply to both hardware and any system software.

H. Maintenance Services

After expiration of the hardware warranty period, Supplier shall provide the hardware manufacturer's standard maintenance services. Supplier shall provide such maintenance services during the term of the Authorized User's order for Supplier's Support Services and without additional charge. Hardware maintenance services shall apply to both hardware and any system software. Termination of this Contract or cancellation of Support Services, by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

I. License to System Software

Supplier agrees that no Authorized User shall be required to execute any additional license terms and conditions in order to use any hardware, including system software contained therein, provided by Supplier pursuant to this Contract. This provision shall apply irrespective of whether such terms and conditions may be affixed to or accompany system software upon delivery of hardware.

J. Contract Not for Hardware

Notwithstanding Supplier's right to provide hardware bundled with its Software solution pursuant to this Contract, no Authorized User may use this Contract for the sole purpose of acquiring hardware from Supplier.

12. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties for the Software granted to VITA pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or government customer of Supplier. If Supplier enters into any arrangements with another similarly situated customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change. The terms of this section shall not apply to volume discounts offered by Supplier as indicated in Exhibit B to this Contract.

13. CONFIDENTIALITY

A. Treatment and Protection

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

B. Exclusions

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

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

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such

destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

14. LIABILITY AND INDEMNIFICATION

For purposes of this section, "VITA" shall mean VITA and its officers, directors, agents, and employees, and "Authorized User" shall mean Authorized User and its officers, directors, agents, and employees.

Supplier shall indemnify, hold VITA and any Authorized User harmless with respect to and defend any suit, claim, or proceeding brought against VITA and such Authorized User or any of its representatives insofar as such claim, suit, or proceeding is based on an assertion that the Software or any Supplier-provided hardware, including system software, furnished by Supplier to the Authorized User or the use thereof by the Authorized User constitutes an infringement of any third party's intellectual property rights, including, but not limited to, any copyright, trade secret or duly issued United States patent, provided, that: (1) the Authorized User promptly informs Supplier of and furnishes Supplier with a copy of each communication, notice or other action relating to the actual or alleged infringement; (2) Supplier shall have sole control of the defense of any such claim, action, suit or proceeding, including negotiations and the conduct of all litigation, subject to all applicable laws, rules, and regulations regarding selection and approval of counsel and approval of any settlement, which laws include for state agencies, §§ 2.2-510 and 2.2-514 of the Code of Virginia provisions of the Code of Virginia; (3) Supplier receives from the Authorized User all reasonably requested information and assistance necessary to defend or settle such suit; (4) the Authorized User shall not incur any cost or expense for Supplier's account without Supplier's prior written consent; and (5) all expenses incurred or amounts recovered in connection with such claim, whether by settlement or litigation, shall be for Supplier's account.

Supplier shall be liable to the Authorized User with respect to any claim of infringement which is based on the use of the Software, or any Supplier-provided hardware, including system software, furnished by Supplier, in combination with equipment or programs not supplied by Supplier only to the direct extent that such claim is related to the Software or any Supplier-provided hardware, including system software, furnished by Supplier. Supplier shall have no liability with respect to any claim of infringement based solely on use of the Software, or any hardware, including system software, furnished by Supplier, in a manner other than as specified and approved by Supplier as set forth in this Contract.

Supplier shall have no liability or obligation for a claim against Authorized User only to the extent that such claim is arising from or related to: (i) use of the Software after Supplier has provided written notice to Authorized User to discontinue use due to an infringement claim (existing or prospective); (ii) the alteration or modification of the Software by Authorized User, if such alteration or modification is cause of]the infringement; or (iii) the use of a version of the Software that has been superseded by a newer version, if the infringement would have been avoided by use of a current version which Supplier has provided or made available to Authorized User at no additional cost to such Authorized User, and regardless of whether Authorized User has a valid order for Software Support or Maintenance Services. Nor shall Supplier have any obligation for a claim against Authorized User to the extent that such claim relates to Red Hat Linux system software.

THE FOREGOING STATES SUPPLIER'S ENTIRE LIABILITY HEREUNDER OR OTHERWISE WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS. IN ADDITION, THE FOREGOING STATES SUPPLIER'S ENTIRE RESPONSIBILITY WITH RESPECT TO ANY OBLIGATION TO INDEMNIFY, DEFEND OR HOLD AUTHORIZED USER OR ANY OF ITS REPRESENTATIVES HARMLESS WITH RESPECT TO ANY SUIT, CLAIM OR PROCEEDING BROUGHT AGAINST AUTHORIZED USER FOR SUCH INFRINGEMENT.

If at any time any allegation of infringement with respect to the Software or any Supplier-provided hardware, including system software, is made or, in Supplier's opinion is likely to be made, Supplier may at its own expense and at its sole option procure for the Authorized User the right to continue using the Software or hardware, including system software, or modify or replace the Software with

equivalent programs, modify or replace the hardware with equivalent equipment, and modify or replace the system software with equivalent programs, so as to avoid the infringement. In the event Supplier is unable to procure for Authorized User the right to continue using the Software or hardware, including system software, or to modify or replace the Software or system software with equivalent non-infringing programs or modify or replace the hardware with equivalent non-infringing equipment, then an Authorized User may terminate this license for the Software and return the hardware, and no further payment obligations shall be due from such Authorized User therefor. Authorized User may be entitled to a partial refund for discontinued use of the Software and return of the hardware in accordance with the table below.

Time of occurrence of causative event:	Refund amount payable
First three months after delivery	80% of purchase price
Three months to one year	75% of purchase price
One year to two years	50% + Refund of annual support fee
Two years to three years	25% + Refund of annual support fee
Beyond three years	Refund of annual support fee

Supplier further agrees to indemnify, defend and hold harmless VITA and any Authorized User from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against VITA or Authorized User to the extent such Claims materially relate to, arise out of or result from any intentional or willful misconduct or gross negligence of any employee, agent, contractor, or subcontractor of Supplier, provided that (1) other than as set forth herein and as required by applicable law and regulation, Supplier shall have sole control of the defense of any such claim, action, suit or proceeding, including negotiations and the conduct of all litigation; (2) Supplier receives from the Authorized User all reasonably requested information and assistance necessary to defend or settle such suit; (3) the Authorized User shall not incur any cost or expense for Supplier's account without Supplier's prior written consent; and (4) all expenses incurred or amounts recovered in connection with such claim, whether by settlement or litigation, shall be for Supplier's account. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

Limitation on Liability

EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NO WARRANTY IS MADE BY SUPPLIER AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, ARE EXCLUDED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

SUPPLIER SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER RESULTING FROM THE AUTHORIZED USER'S FAILURE TO TIMELY SUPPLY SUPPLIER WITH NECESSARY DATA, INFORMATION OR SPECIFICATIONS OR ANY CHANGES IN SUCH DATA, INFORMATION OR SPECIFICATIONS.

SUPPLIER SHALL NOT BE LIABLE FOR LOSS OF PROFITS, LOSS OF DATA WHETHER OR NOT CAUSED BY SUPPLIER, INACCURACY OF DATA NOT PROVIDED BY SUPPLIER, OR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS CONTRACT OR THE USE OF OR INABILITY TO USE THE SOFTWARE AND RELATED

HARDWARE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH OR DAMAGE DUE TO THE USE, MISUSE OR FAILURE OF THE SOFTWARE OR THE SYSTEM.

SUPPLIER'S SOLE OBLIGATION FOR ANY DEFECTS OR FAILURE OF THE SOFTWARE AND RELATED SUPPLIER-PROVIDED HARDWARE IS TO FIX THE SOFTWARE OR HARDWARE AS PROVIDED IN THIS CONTRACT, DURING THE WARRANTY PERIOD. IN NO EVENT SHALL SUPPLIER'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE GREATER OF THE VALUE OF THE APPLICABLE ORDER OR SOW OR \$50,000 PER ORDER OR SOW.

NOTWITHSTANDING THE FOREGOING, SUPPLIER'S LIABILITY FOR ITS INFRINGEMENT INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED, NOR SHALL SUPPLIER'S LIABILITY FOR PROPERTY DAMAGE, DEATH, OR PERSONAL INJURY DIRECTLY AND PRIMARILY CAUSED BY OR RELATED TO INTENTIONAL OR WILLFUL MISCONDUCT OR NEGLIGENCE BY SUPPLIER OR ANY OF SUPPLIER'S EMPLOYEE, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

15. SECURITY COMPLIANCE

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

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

16. BANKRUPTCY

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

17. STEERING COMMITTEE

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

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

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

The Steering Committee will meet within thirty (30) days of the Effective Date of this Contract and will meet annually thereafter during the term of the Contract, including any extension thereto. One or more additional meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

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

Supplier may call a meeting of a Steering Committee if Supplier has reason to believe an Authorized User is in breach or default of the licensing terms and conditions of this Contract. Such a meeting shall include representatives of VITA, Supplier, and such Authorized User and shall be conducted via teleconference or at a VITA facility. The provisions of this section are not intended to limit Supplier's right to invoke the dispute resolution procedures described in the Dispute Resolution section of this Contract or to seek injunctive relief from a court of competent jurisdiction.

18. GENERAL

A. Relationship Between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind, to commit VITA to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference:

http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf. The contractual claims provision §2.2-4363 of the Code of Virginia is also incorporated by reference.

C. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit F hereto.

D. Governing Law

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

E. Dispute Resolution

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

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

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

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

F. Advertising and Use of Proprietary Marks

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

G. Notices

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

to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

H. No Waiver

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

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void, except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees to be bound by the terms and conditions set forth in the contract, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

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

J. Captions

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

K. Severability

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

L. Survival

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

M. Force Majeure

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

N. Remedies

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

O. Entire Contract

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

- i). Exhibit A Software Functional Requirements
- ii). Exhibit B Software Product List, Software License Fee, Service Charges and Payment Schedule
- iii). Exhibit C Supplier's End User Licensing Agreement and Warranty and Maintenance Obligations

- iv). Exhibit D Statement of Work (SOW) template
- v). Exhibit E Change Order template
- vi). Exhibit F Certification Regarding Lobbying

This Contract, its Exhibits, and any prior NDA constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract Document, Exhibit C, Exhibit A, Exhibit B, and any order or SOW executed pursuant to this Contract.

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

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

Supplier

By: _____



(Signature)

Name: _____

Steven F Warren

(Print)

Title, Its: _____

VP Sales + Marketing

Date: _____

2/22/07

VITA

By: _____



(Signature)

Name: _____

Douglas Crenshaw

(Print)

Title, Its: _____

Strategic Supply Manager

Date: _____

2/27/07

Address for Notice:

6720 Parkdale Place
Indianapolis, IN 46254

Attention: _____

CFO

Address for Notice:

110 South 7th Street
Suite 135
Richmond, VA 23219

Attention: Contract Administrator

**EXHIBIT A
 CONTRACT NUMBER VA-070302-SIGC
 BETWEEN
 VIRGINIA INFORMATION TECHNOLOGIES AGENCY
 AND
 SIGMA COMMUNICATIONS, LLC**

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-070302-SIGC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Sigma Communications, LLC. (“Sigma” or “Contractor”).

In the event of any discrepancy between this Exhibit A and Contract No. VA-070302-SIGC, the provisions of Contract No. VA-070302-SIGC shall control.

A. System Requirements for Responder Notification

	Requirements		Detailed Response
1.	<p><i>To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network’s configuration, the system must not be based on proprietary technology. Does your solution meet this requirement.</i></p> <p><i>(M)</i></p>	Y	<p>RSAN is an emergency alerting system built on top of open source technologies. Source code of everything that is required to run RSAN is available including the source code of RSAN system itself. RSAN utilizes standard internet protocols to function (i.e., TCP/IP, SMTP, HTTP/HTTPS, NTP) and is fully compatible with existing State of VA infrastructure.</p> <p>The REVERSE 911[®] system is <u>not</u> based on propriety technology. We do have two patented technologies that have provided REVERSE 911[®] with a competitive advantage:</p> <ul style="list-style-type: none"> ○ REVERSE 911[®] is the only company capable of two-way communication that allows for lists to be generated based on the recipient’s touch-tone response(s). ○ With the REVERSE911.NET[®], we have the ability to network REVERSE 911[®] systems together to increase calling capability without increasing costs. This allows our systems to aggregate telephone line capacity, and relies on each other as back-up systems.

<p>2.</p>	<p><i>The solution offered must be capable of being provided as: a fully hosted solution, using dedicated lines, dedicated hardware, a fully in-house (Commonwealth internal network) solution or any combination of these solutions. Describe how your solution meets this requirement. (M)</i></p>	<p>Y</p>	<p>RSAN can be deployed in either configuration. All of Roam Secure’s many customers have chosen to deploy RSAN in-house. No dedicated lines are necessary. Dedicated hardware would consist of the appropriate number of servers for the size of the deployment.</p> <p>REVERSE 911® will provide the client with a hybrid solution which will include dedicated lines, on-site hardware, etc. In addition, REVERSE 911 offers an off-site phone bank where thousands of calls can be made when necessary. Many REVERSE 911® clients choose a hybrid solution which provides for on premise hardware and dedicated lines as well seamless access to REVERSE 911® calling centers or additional emergency bandwidth when necessary.</p>
<p>3.</p>	<p><i>The system must be an off-the-shelf product that uniquely integrates all of the underlying functionality to minimize developments and customization considerations. (M)</i></p>	<p>Y</p>	<p>RSAN is an off-of the-shelf system but contains a very large number of configuration options. This allows RSAN customers to enjoy the benefits of off-of-the-shelf reliability while still having almost all of the flexibility of a custom system.</p> <p>Furthermore, RSAN is built on top of proven open source software such as Linux OS, Apache web server, MySQL database, PHP web page processor and Perl language. Installation of RSAN is a simple process that usually only involves assignment of IP addresses to the RSAN servers, setting up domain names, SSL certificates and possibly also adjusting routing and/or firewall within the customer's network.</p> <p>REVERSE 911® is a turn-key solution that includes: hardware, software (REVERSE 911® software, HazMat, Mobilization Plus™, Community Information Line, Guardian Calling and Faxing), mapping, installation, geo-coding, training, and 1st year support/maintenance. REVERSE 911® will, at no additional cost, network all locations (current and future clients) within Virginia together using our REVERSE911.NET®. This will allow all Virginia entities to share telephone lines, providing a total aggregate number of lines available through dedicated telephone lines at no additional per call cost. All calls will be made locally which means that there is a much higher % of calls that are completed instead of relying on the nation’s long distance network.</p>

4.	<p>(A) Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all devices)?</p>	Y	<p>RSAN does exactly the message and reply processing described in text portion of this requirement. The voice requirement will be accomplished by our voice dialing subcontractor.</p> <ul style="list-style-type: none"> • Alert content is optimized for each type of device and network of each recipient. • Replies and non-delivery bounces are captured in the Alert Tracker. <p>Yes, REVERSE 911[®] does allow the client to send out multiple messages to different devices. Messages can either be received in a live person's voice or via text to speech.</p>
	<p>(B) Do devices receive a transmission in the prioritized sequence?</p>	Y	<p>RSAN system speed makes this feature irrelevant. Since RSAN systems generally deliver at least 30,000 messages per minute, prioritization is not necessary.</p> <p>REVERSE 911[®] does allow you specify which devices/individuals will receive notifications first.</p>
5.	<p>Can all responses to transmitted messages be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients?</p>	Y	<p>During all call sessions, the client may view real time reports of exactly what is going on with that call session.</p> <p>Users can respond and these responses can be viewed in the Alert Tracker and also can be forwarded to the e-mail address of the sender. Proxy responses can be manually entered into the Alert Tracker for users that respond via phone or in person.</p>
6.	<p>(A) Can the emergency alerts be sent by management and other authorized users via a simple web interface?</p>	Y	<p>This is the most commonly used method of launching RSAN alerts. The interface is extremely flexible and will be configured to fit the commonwealth's needs.</p> <p>This system may be accessed remotely. All users may access the system via a simple web interface.</p>
	<p>(B) Can the emergency alerts be sent by management and other authorized users remotely from any email account, cell phone, pager or other wireless device?</p>	Y	<p>Text RSAN Alerts can be launched from e-mail or any 2-way wireless device using the proper codes.</p> <p>Alerts may be initiated remotely via cell phone, traditional LAN line phone, mobile terminal and wireless devices such as blackberry's.</p>
	<p>(C) Are pre-formatted and ad hoc text for specific device types possible?</p>	Y	<p>In additions to creating alerts on the fly, RSAN QuickAlerts allow for pre-formatted language and selection of recipients.</p> <p>Yes, these are available with REVERSE 911[®].</p>

<p>7.</p>	<p><i>Does the solution offered provide for automated delivery of text (alphanumeric type) messages via the following methods/ devices at a minimum: pagers (alphanumeric messages to alphanumeric devices and numeric messages to numeric-only devices), personal digital assistant (PDA) devices, XDA devices, Blackberries, SMS capable devices, electronic mail (email), email with attachments, wireless devices such as cellular phones, satellite phones, via the public switched telephone network (landline) or dedicated circuits and via fax?</i></p>	<p>Y</p>	<p><i>RSAN will deliver automatically to all of the text methods listed, (e-mail, cell phone, pager; Blackberry, PDA, etc.). REVERSE 911[®] would deliver to voice and fax devices.</i></p>
<p>8.</p>	<p><i>Does the solution offered provide an automated delivery via voice (text input to voice delivery, voice input to voice delivery) to cellular (wireless), landline, and satellite systems?</i></p>	<p>Y</p>	<p>Text to voice conversion is available with RSAN, but the recording of a live voice message is generally recommended.</p>

<p>9.</p>	<p><i>Does the system provide a method whereby the entire user community, or any subset, can receive, read and respond to (acknowledge) an emergency alert at their desk, on their personal and/or work cell phones, personal and work email accounts, and their personal and/or Work-pager/Blackberry or other capable two-way devices?</i></p>	<p>Y</p>	<p><i>This requirement describes exactly the core functionality of the Roam Secure Alert Network (RSAN).</i></p> <ul style="list-style-type: none"> • <i>RSAN enables all users, or any subset, to receive and read alerts on any e-mail address or text capable wireless device (Cell Phones, Pagers, Blackberries, PDA's).</i> • <i>Users can respond and these responses can be viewed in the Alert Tracker and also can be forwarded to the e-mail address of the sender. Proxy responses can be manually entered into the Alert Tracker for users that respond via phone or in person.</i> • <i>Authorized senders can launch alerts via the web interface or, using the proper security and group codes, from any e-mail account or two-way wireless device.</i> • <i>RSAN's QuickAlerts provide the sender with the ability to create and access pre-written templates. QuickAlert recipients can also be pre-selected.</i> • <i>RSAN's Multi-Content feature allows the sender to send alerts of different lengths to different types of devices (Shorter messages to pagers and cell phones and longer messages to e-mail accounts)</i> <p><i>REVERSE 911[®] enables the recipient to respond (acknowledge) to an emergency alert from LAN line and cell phones through the interactive response capability.</i></p>
<p>10</p>	<p><i>Is the response to an alert capable of entry into an automated management report system (available to show real time entries) that details at a minimum who was alerted and how, who has successfully acknowledged the message and when, ID code successfully entered or not, who has not yet acknowledged the alert, and any short message replies by the recipient (i.e. reporting on ETA, fitness for response, etc.)? This reporting system must provide an immediate online status for each alert transmission. (M)</i></p>	<p>Y</p>	<p>All RSAN alerts are available in the Alert Tracker. The sender can view:</p> <ul style="list-style-type: none"> • Users the alert was sent to • Users that have replied • Users that have not replied (including a manual override-Proxy Reply) <p>The Alert Tracker also gives the sender the ability to create a Custom Group out of any of these three categories in order to send follow-up alerts.</p> <p>Real time reporting is available during all call notifications providing all details of what exactly is going on during every REVERSE 911[®] call session.</p>

11	<p>(A) Does the solution provide a method where a user receiving an alert on a receive-only device (i.e. one-way pager, fax machine, etc.), is able to call into a number and provide their ID code and acknowledge the alert without reliance on a human intervention (i.e. no communicator required to talk to the recipient to acknowledge the message)?</p>	Y	<p>REVERSE 911[®] includes inbound calling capability. This allows the recipient who has received an alert on a receive-only device to call into the system and enter their ID Code. The recipient will then receive their message and/or acknowledge that the alert has been received. This is an automated process with no human intervention necessary or required.</p>
	<p>(B) Can this call-in acknowledgement be posted to the real time management report system?</p>	Y	<p>The call-in acknowledgement will be displayed during the real-time reporting.</p>
12	<p>(A) Are messages capable of being secured using ID codes and assigned a security levels either pre-determined or entered by an operator at alert generation?</p>	Y	<p>Messages are capable of being secured using ID codes. Security levels may be assigned at the discretion of the client during initial set up or through administrator access.</p>
	<p>(B) Does the solution allow for ID code entry prior to message delivery to ensure the appropriate device and correct person receives the message and post this ID code entry to the real time management report system, available to the operator (alert originator)?</p>	Y	<p>Upon delivery of the message, the recipient may be requested to enter his/her ID Code at which time the message will be delivered. All activity pertaining to the call session would be generated in real time reporting capability to the client.</p>

13	<p><i>Are employees able to register onto the system over the Commonwealth's network; select, add and manage their devices and email accounts self-chosen to receive emergency notifications; including demographic data such as building, department and floor where they work, special skill sets and functional job assignments, etc.?</i></p>	Y	<p>RSAN provides users the ability to enroll and manage their own personal account. Each user creates and updates their personal profile that includes their list of communication devices (including e-mail accounts), voluntary group memberships, and their demographic information. Users only need to know their device's phone or pin # and its carrier. Roam Secure will train Administrators and Managers to update user accounts as necessary. Roam Secure will also help Administrators design and create the demographic questions and voluntary groups that make up the user profile.</p>
14	<p><i>Does the solution offered allow for the individual to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee is scheduled to be unavailable?</i></p>	Y	<p>Roam Secure systems are designed to alert all recipients, including substitutes immediately via text.</p> <p>REVERSE 911[®] would provide the voice alerts.</p>
15	<p><i>Does the solution offered allow for the individual to assign automatic substitute recipients so emergency alerts will be sent to the substitute in the event the employee does not respond to the notification?</i></p>	Y	<p>Roam Secure systems are designed to alert all recipients, including substitutes immediately via text.</p> <p>REVERSE 911[®] would provide the voice alerts.</p>

16	<p><i>Can citizens and employees register and maintain their accounts via the Internet?</i></p>	Y	<p>RSAN provides users the ability to enroll and manage their own personal account. Each user creates and updates their personal profile that includes their list of communication devices (including e-mail accounts), voluntary group memberships, and their demographic information. Users only need to know their device's phone or pin # and its carrier. Roam Secure will train Administrators and Managers to update user accounts as necessary. Roam Secure will also help Administrators design and create the demographic questions and voluntary groups that make up the user profile.</p>
17	<p><i>Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographic information; multi-thread sending for multiple carriers and email domains; audited and approved in compliance with the Federal government software security policies; remote group generation and integration with other systems; and remote alert generation and tracking?</i></p>	Y	<p>This requirement touches on many different advanced capabilities. Several of which are, based on our research, only available in the Roam Secure Alert Network.</p> <ul style="list-style-type: none"> • RSAN's QuickAlert feature allows for the creation and use of alert templates. • Ad hoc grouping is accomplished using RSAN's Custom Group feature. Custom Groups are created in seconds by searching the database for all users that fit one (or a combination of) criteria. • Multi-thread sending is one of the ways that RSAN ensures by far the fastest and most reliable message delivery in the alerting industry. • RSAN has been audited and approved by several of our Federal Government customers. • RSAN's Remote Group capability allows any RSAN customer to be integrated with any other RSAN customer. • RSAN's remote alert generation allows authorized senders to launch alerts from any e-mail account or two-way wireless device in the world. Required PIN and group codes maintain the security of the system. Replies can be auto-forwarded from the Alert Tracker to the sender's e-mail or wireless device.
18	<p><i>Does the system allow the Commonwealth to maintain control over sensitive data, such as email addresses, cell phone and pager numbers of government leaders, and first responders, as well as content of alerts and replies?</i></p>	Y	<p>RSAN includes several layers of security to the system in general, and to various levels of authorization and silos of information. Users, Managers, and Administrators each have access to appropriate information based on their level of authorization and the groups they manage or are a member of. Roam Secure has extensive experience in dealing with these issues in real world deployments.</p> <p>REVERSE 911[®]'s hybrid model allows for the Commonwealth to have complete control of all 911 data, cell phone and pager numbers, and email addresses locally with full redundancy. In addition, all lists, geo-zones, and messages are stored for both audit and reuse.</p>

19	<i>Is the system accessible to Commonwealth of Virginia employees and citizens?</i>	Y	<p>RSAN uses a web interface, enabling access by all employees and citizens of the Commonwealth. Restrictions to provide security are addressed in answers 18 and 20.</p> <p>Because REVERSE 911[®] is browser-based software; it can be accessed remotely from any Internet-enabled PC via the Internet, LAN, or VPN connection. This means that users can be anyone the Commonwealth deems appropriate. REVERSE 911[®] customers allow many government agencies to access the system by defining groups of access. This allows each group to have the autonomy to build their own calling lists. In addition, many REVERSE 911[®] customers build a web form on their website, allowing residents to register cell phones, email addresses, etc.. This data can then be imported directly into REVERSE 911[®] through our easy import process.</p>
20	<i>Is the system able to mitigate security risks that are associated with being accessible by the general public via the Internet?</i>	Y	<p>Also see answer to question 18 above.</p> <p>Roam Secure has years of experience working with the IT staff and end users of our customers to enable the appropriate access to the system without compromising the security of the system. These issues can be complex but we have been able to address them in many different ways to the satisfaction of our customers. We will work with VITA and VDH to implement the appropriate access/security.</p> <p>REVERSE 911[®] works directly with the US Department of Defense including the US Navy, the Air Force, as well as many other Federal and State Government Agencies. This means REVERSE 911[®] had to go through rigorous testing procedures to be allowed to provide notification services in this space. Allowing the public to access REVERSE 911[®] is something that we do not recommend based on public 911 data being in the system. We recommend that our customers utilize their website to gather additional information such as cell phone numbers or email addresses.</p>
21	<i>(A) Is the system accessible by emergency management personnel and authorized senders?</i>	Y	<p>RSAN-See Security answer in questions 18 and 20</p> <p>REVERSE 911[®] is completely accessible by whoever the client specifies. This system may be accessed remotely. Within the client's organization, there are an unlimited amount of users permitted to use the REVERSE 911[®] system.</p>

	<i>(B) Is the system backed-up with fully redundant, mirrored servers?</i>	Y	<p>The proposed RSAN solution includes a fully mirrored backup capability. Real time, seamless fail-over is in place with all of our customers. If one RSAN server were to fail or be unavailable for any reason the other will perform every function of RSAN and when both are again available, synching will be resumed. RSAN servers have proven to be incredibly reliable but this fail-over has been successfully field tested due to occasional losses of network connectivity or power at a customer site.</p> <p>REVERSE 911[®] is completely backed-up with fully redundant, mirrored servers.</p>
22	<i>Does the system allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time?</i>	Y	<p>This requirement precisely describes RSAN's Custom Group feature. The database can be searched in seconds for one or multiple criteria. With one click the matching user(s) can be put into a Custom Group for sending. That group will remain intact and available for that sender until they empty it or replace it with another Custom Group.</p>
23	<i>Does the system have multiple-thread messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?</i>	Y	<p>RSAN's multiple-threaded message delivery engine is part of the reason that RSAN is able to send alerts in seconds to thousands of users, across thousands of email domains and carrier networks.</p>
24	<i>Is the server able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other mail servers?</i>	Y	<p>RSAN simultaneously balances incoming messages in the form of valid responses, out of office replies, and invalid address/account messages from other mail servers and carrier networks.</p>
25	<i>(A) Does the system permit the sender to generate alerts of any length?</i>	Y	<p>This is a part of RSAN's core functionality. The ability to deliver alerts of any length is a basic requirement of emergency communication system. Roam Secure has years of experience dealing with wireless carriers and their networks.</p>

	<p><i>(B) Does the system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc. and send these messages to the related devices? For example, a message 400 characters in length would need to generate four text messages for Sprint, three for AT&T and two for a pager.</i></p>	<p>Y</p>	<p>RSAN optimizes all outbound messages for the carrier and device designated. This includes not only the parsing exactly as described here but also other key configurations and routing that are specific to each network.</p>
<p>26</p>	<p><i>Does the solution offered provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 2000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50K byte email.</i></p>	<p>Y</p>	<p>RSAN far exceeds these requirements. Though a small initial deployment might be feasible with these requirements. A full SWAN capability requires speed and reliability that RSAN has proven in all its deployments. RSAN's benchmark real world speed estimates are 18,000 messages per minute from a single server. In a standard multi-server RSAN deployment, a 30,000 message per minute minimum is expected.</p>
<p>27</p>	<p><i>Does the solution offered provide information on the speed of delivery of voice and fax messages based upon an assumed voice/fax message length of 30 seconds (inclusive of time for dialing and retries of 10 seconds or less)? The offeror should provide various levels of delivery speed depending upon type of hardware, etc. applied to the solution.</i></p>	<p>Y</p>	<p>REVERSE 911's proposed solution will allow the Commonwealth to dial 384 calls per minute, or over 23,000 calls per hours with no fees incurred from REVERSE 911.</p> <p>In addition, by leveraging the existing REVERSE 911 Virginia customer network, the commonwealth could dial up to 1000 calls per minute (or up to 60,000 calls per hour) with no fees incurred from REVERSE 911.</p> <p>With REVERSE 911's MassCall™ solution, an additional 3000 calls per minute can be dialed. Please see page 38 – REVERSE 911 System Specifications – for details.</p>

28	(A) Does the solution offered provide for prioritization of recipients to ensure critical staff are contacted first and for prioritization of events to ensure messages for the most critical type event are transmitted first?	Y	<p>RSAN has this capability available but system speed makes this feature irrelevant.</p> <p>REVERSE 911[®] allows for mobilization scenarios to be defined before they actually occur. For each scenario, (on the fly or predefined), it may be specified as to which recipients are contacted first, second, etc</p>
	(B) Are alerts for the most critical event sent first?	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>REVERSE 911[®] also for prioritization of events allowing the critical event to be sent first.</p>
29	(A) Is the solution offered capable of handling multiple, simultaneous events and transmitting the message with the highest priority first, even if the highest priority event was sent subsequent to a lower event transmission start?	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>REVERSE 911[®] has the ability to perform priority calling.</p>
	(B) Are alerts for the most critical event sent first?	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>In the event that there are regularly scheduled notifications going out, but a more critical notification must be sent, the more critical notification will supersede those regular ones. Once the priority calls are completed, the first calling session will then re-start exactly where it left off.</p>
30	Is the solution offered capable of sending multiple messages to different groups in the same event?	Y	<p>RSAN speed enables delivery to tens of thousands per minute.</p> <p>By using the REVERSE 911[®] HazMat module, two messages can go out in the same event (i.e., evacuation zone and shelter in place areas). In addition, REVERSE 911[®] gives users the ability to create a calling area and a buffer zone, which allows two message to go out during the same event.</p>
31	Can messages be sent in multiple languages (at a minimum English and Spanish)?	Y	<p>RSAN systems are capable if sending in multiple languages. Automated translation is not recommended.</p> <p>REVERSE 911[®] provides for messages to be sent in multiple languages and allow for recipient to select which language they would like to receive the message in, (i.e. press 1 for English, 2 for Spanish.) Patented technology enables receipt to choose what language they would like all future messages in.</p>

32	<p><i>Does the voice solution offered allow for pre-recording and storage of voice messages and recording of voice message input “on the fly” for use in message delivery, to allow for customization of alert messages?</i></p>	Y	<p>Messages may be pre-defined or created on the fly. You may have an unlimited number of predefined messages.</p>
33	<p><i>Does the voice solution offered provide a capability for the operator to choose some or all recipients (with a maximum number to be defined based upon the solution provided), of an event message to remain on the voice line and be placed into a conference call, without the recipient having to perform any other action than identify themselves (ID code) and acknowledge the message and the need to stay online for the conference call?</i></p>	F	<p>Currently, REVERSE 911[®] does not have the ability to automatically bridge to a conference call. We are willing to consider this functionality as a future enhancement upgrade. We do not anticipate any cost for existing REVERSE 911[®] customers.</p> <p>REVERSE 911[®] hopes to add this as part of our next version release due Q1, 2007.</p>
34	<p><i>(A) Does the system automatically produce real time management reports on the generation and acknowledgement status of events and users?</i></p>	Y	<p>All RSAN alerts are available in the Alert Tracker. The sender can view:</p> <ul style="list-style-type: none"> • Users the alert was sent to • Users that have replied • Users that have not replied (including a manual override- Proxy Reply) <p><i>The Alert Tracker also gives the sender the ability to create a Custom Group out of any of these three categories in order to send follow-up alerts.</i></p>
	<p><i>(B) Are these reports available to the operator via the web-based interface and contain (at a minimum) the information as noted in 9 and 10 above?</i></p>	Y	<p>The Alert Tracker also displays:</p> <ul style="list-style-type: none"> • Each reply, identified by user regardless of the device used to reply <p>Bounced replies- Mailer Damon messages that show any delivery failures/bad addresses</p>

35	<p><i>Is the information (attributes) about recipients (see 13 above) entered into the system useable by the system so as to allow for messaging of recipients with certain skills or assigned to certain function job tasks or located within certain defined areas, or some combination of these attributes? This should be accomplished in a dynamic manner, as the particular event might dictate, and should also be capable of pre-determination and storage in group(s) for use by system operators.</i></p>	Y	<p>Also see answer to question #22.</p> <p>This requirement precisely describes RSAN's Custom Group feature. The database can be searched in seconds for one or multiple criteria. With one click the matching user(s) can be put into a Custom Group for sending. That group will remain intact and available for that sender until they empty it or replace it with another Custom Group.</p>
36	<p><i>Does the solution offered allow, by event and by recipient, for configuration of the number of attempts to deliver a message?</i></p>	Y	<p>RSAN's inherent redundancy and reliability make this feature irrelevant for text messaging.</p> <p>REVERSE 911[®] allows the client to set the number of attempt and time period between attempts for each call session.</p>
37	<p><i>Does the solution offered allow, by event and by recipient, for configuration for the allowable length of time to attempt to deliver a message?</i></p>	Y	<p>RSAN system speed makes this feature irrelevant</p>
38	<p><i>Does the solution offered allow, by event and by recipient, for the amount of delay time between attempts to deliver a message when a telephone line is busy or there is no reply to an attempt?</i></p>	Y	<p>RSAN system speed makes this feature irrelevant</p>

39	(A) Does the solution offered have the ability to contact recipients using different initial methods dependant upon the time of day, day of week, week of year, etc. to allow for recipients to decide their most effective contact method based upon their work schedule?	Y	REVERSE 911 [®] has the ability to send out notifications based on an individuals work schedule, devices (in whichever order they determine, i.e. pager first, then cell, then email, etc.) and by time of day (i.e. if it's 10 am....call work first, then pager, etc....if it's 2 am, call home first, then cell, etc.)
	(B) Does the solution provide for a "system override" to allow for the "most critical-must be delivered at all costs" urgent message to supersede this calendar preference function?	Y	Any session can be suspended in REVERSE 911 [®] and you can supersede it with a new session with different criteria.
40	(A) Does the solution offered allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?	Y	For RSAN, this is a configuration setting. This can be allowed or disallowed based on the Administrator's wishes If the client desires this, then REVERSE 911 [®] may be modified to do so.
	(B) Does the solution require a higher-level operator to remove a recipient?	Y	In both REVERSE 911 [®] and RSAN, only an Administrator can remove a user from the system. Managers can add or remove users from the groups they manage.
41	(A) Does the solution offered provide the capability to leave a pre-determined message on a voice mail or answering machine device?	Y	REVERSE 911 [®] is capable of leaving a pre-determined message on voice mail and/or an answering machine. Or if the client decides, they can direct the system to keep calling until it reaches a live person.
	(B) Will the message transmitted indicate the recipient has received a message from the "system" intended for "whoever the intended recipient is" and provide a telephone number to contact to receive the message (see 9 and 10 above).?	Y	REVERSE 911 [®] provides real time reporting of the notification session that is going out. The system can also be set up to require an ID Code in order to receive the message or for the individual to retrieve the message from a specific telephone number.

42	<p><i>Does the solution offered provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?</i></p>	Y	<p>RSAN includes several layers of security to the system in general, and to various levels of authorization and silos of information. Users, Managers, and Administrators each have access to appropriate information based on their level of authorization and the groups they manage or are a member of. Roam Secure has extensive experience in dealing with these issues in real world deployments.</p> <p>REVERSE 911[®] allows for multiple layers of security. This means that users can be given certain access rights (ability to update lists vs. launch calling sessions) as well as segment data. Certain groups can be setup so each user can be defined on what information is available to them.</p>
43	<p><i>(A) Does the solution offered provide for multiple levels of event security, to allow for compartmentalization of messages as needed or desired (i.e. the top officials might receive more detailed /specific data than the lower-echelon responders)?</i></p> <p><i>(B) Does the solution also affect how a recipient's substitute gains access (or not) to data – if the substitute's security access level doesn't allow access they don't receive that message.</i></p> <p><i>(C) Does the system log a non-received message in the real time records management system as unable to pass the message data to the substitute?</i></p>	Y	<p>RSAN Alerts are only viewable by the appropriate recipients. Messages can be compartmentalized as described</p> <p>REVERSE 911[®] handles this situation based on the priority of the message. Each session in REVERSE 911[®] is prioritized allowing for the notification of key officials and/or residents based on the importance of the message. Each session is therefore handled sequentially based on the priority.</p> <p>As described above, RSAN notifies all intended recipients immediately, so substitutes are not treated separately.</p> <p>As above, R-911 will deliver the message will go to the intended recipient based on the priority of the session.</p> <p>As described above, RSAN notifies all intended recipients immediately, so substitutes are not treated separately.</p>

B. System Requirements for Citizen Alerting System

	Requirements		B
44	<p><i>To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system must not be based on proprietary technology. Does your proposal meet this requirement? (M)</i></p>	Y	<p>RSAN is an emergency alerting system built on top of open source technologies. Source code of everything that is required to run RSAN is available including the source code of RSAN system itself. RSAN utilizes standard internet protocols to function (i.e., TCP/IP, SMTP, HTTP/HTTPS, NTP) and is fully compatible with existing State of VA infrastructure.</p> <p>REVERSE 911® is <u>not</u> based on propriety technology. We do have two patented technologies that have provided REVERSE 911® with a competitive advantage:</p> <ul style="list-style-type: none"> ○ REVERSE 911® is the only company capable of two-way communication that allows for lists to be generated based on the recipient's touch-tone response(s). ○ With the REVERSE911.NET®, we have the ability to network REVERSE 911® systems together to increase calling capability without increasing costs. This allows our systems to aggregate telephone line capacity, and relies on each other as back-up systems.
45	<p><i>The solution offered must be capable of being provided as: a fully hosted solution, using dedicated lines, dedicated hardware, a fully in-house (Commonwealth internal network) solution or any combination of these solutions. (M)</i></p>	Y	<p><i>RSAN can be deployed in either configuration. All of Roam Secure's many customers have chosen to deploy RSAN in-house. No dedicated lines are necessary. Dedicated hardware would consist of the appropriate number of servers for the size of the deployment.</i></p>

46	<p><i>The system must be an off-the-shelf product that uniquely integrates all of the underlying functionality to minimize developments and customization considerations. (M)</i></p>	Y	<p>RSAN is an emergency alerting system built on top of open source technologies. Source code of everything that is required to run RSAN is available including the source code of RSAN system itself. RSAN utilizes standard internet protocols to function (i.e., TCP/IP, SMTP, HTTP/HTTPS, NTP) and is fully compatible with existing State of VA infrastructure.</p> <p>Furthermore, RSAN is built on top of proven open source software such as Linux OS, Apache web server, MySQL database, PHP web page processor and Perl language. Installation of RSAN is a simple process that usually only involves assignment of IP addresses to the RSAN servers, setting up domain names, SSL certificates and possibly also adjusting routing and/or firewall within the customer's network.</p> <p>REVERSE 911[®] is an off-the-shelf product that provides all the functionality required in this RFP for a voice provider.</p>
47	<p><i>(A) Does the system take a single message and translate, optimize and transmit it to all registered devices and accounts for each intended recipient (Universal messaging: generate one message that is sent to all devices)?</i></p>	Y	<p>RSAN does exactly the message and reply processing described in text portion of this requirement. They voice requirement will be accomplished by our voice dialing subcontractor.</p> <ul style="list-style-type: none"> • Alert content is optimized for each type of device and network of each recipient. • Replies and non-delivery bounces are captured in the Alert Tracker.
	<p><i>(B) Can recipients registering their devices in the system prioritize them to designate which device will have an alert sent to it by the system in the requested order?</i></p>	Y	<p><i>RSAN system speed makes this feature irrelevant</i></p>
48	<p><i>(A) Can the emergency alerts be sent by management and other authorized users via a simple web interface?</i></p>	Y	<p><i>This is the most commonly used method of launching RSAN alerts. The interface is extremely flexible and will be configured to fit the commonwealth's needs.</i></p>
	<p><i>(B) Can the emergency alerts be sent remotely from any email account, cell phone, pager or other wireless device?</i></p>	Y	<p><i>Alerts can be launched from e-mail or any 2-way wireless device using the proper codes.</i></p>

	<i>(C) Are pre-formatted and ad hoc text for specific device types possible?</i>	Y	In additions to creating alerts on the fly, RSAN QuickAlerts allow for pre-formatted language and selection of recipients.
49	<i>(A) Does the solution offered provide an automated delivery via text messaging to cellular (wireless), landline, and satellite systems (voice input to text delivery, text input to text delivery)?</i>	Y	<i>RSAN will deliver automatically to all of the text methods listed, (e-mail, cell phone, pager; Blackberry, PDA, etc.) the integrated Reverse 911 system would deliver to voice and fax devices.</i>
	<i>(B) Can the English language input be translated to the language specified by registered citizen?</i>	Y	<i>RSAN can send in any language that can be written in characters readable by the end user devices.</i>
	<i>(C) If this requirement can be met with your solution, please provide the cost savings if this option is not purchased.</i>	Y	<i>Due to the idiomatic nature of languages, automated translations are not recommended. RSAN customers use human translation to ensure that the meaning of the alert s clearly conveyed. Each recipient can designate their desired language for alerts.</i>
50	<i>(A) Can the solution offered provide an automated delivery via voice to cellular (wireless), landline, and satellite systems (voice input to voice delivery, text input to voice delivery)?</i>	Y	<i>See question 49 above.</i>
	<i>(B) Can the English language input be translated to the language specified by registered citizen?</i>	Y	<i>See question 49 above.</i>

51	<p>Can the system provide a method whereby the entire user community, or any subset, can receive and read an emergency alert at their desk, on their personal and/or work cell phones, personal and work email accounts, and their personal and/or Work-pager/ Blackberry?</p>	Y	<p>This requirement describes exactly the core functionality of the Roam Secure Alert Network (RSAN).</p> <ul style="list-style-type: none"> • RSAN enables all users, or any subset, to receive and read alerts on any e-mail address or text capable wireless device (Cell Phones, Pagers, Blackberries, PDA's). • Users can respond and these responses can be viewed in the Alert Tracker and also can be forwarded to the e-mail address of the sender. Proxy responses can be manually entered into the Alert Tracker for users that respond via phone or in person. • Authorized senders can launch alerts via the web interface or, using the proper security and group codes, from any e-mail account or two-way wireless device. • RSAN's QuickAlerts provide the sender with the ability to create and access pre-written templates. QuickAlert recipients can also be pre-selected. <p>RSAN's Multi-Content feature allows the sender to send alerts of different lengths to different types of devices (Shorter messages to pagers and cell phones and longer messages to e-mail accounts)</p>
52	<p>(A) Can citizens register onto the system over the Internet in a secure environment; select, add, and manage their devices and email accounts self-chosen to receive emergency notifications?</p>	Y	<p>This describes exactly the standard functionality of RSAN and how it is used in the many Citizen Warning Systems that we have deployed</p>
	<p>(B) Can citizens be required to enter a minimum of: locality to receive alerts from/about a valid email account or phone number to receive alert messages from the system, type(s) of alerts to receive, and the language to be utilized (from choices offered by the vendor; English and Spanish at a minimum if more than English is offered)?</p>	Y	<p>Everything described here will configured as part of a system rollout to fit the customer's specific need. RS project managers will review the available options and shre best practices learned from many previous deployments.</p>

	<i>(C) Are citizens able to enter the following data as an option: valid street address and 5-digit zip code for that address within the locality to receive alerts from/about, multiple text-capable device addresses to receive alerts?</i>	Y	See Above answer to (B)
53	<i>(A) Can the types of alerts a citizen will receive will be determined from a list?</i>	Y	<i>These requirements describe exactly the standard functionality of RSAN and how it is used in the many Citizen Warning Systems that we have deployed</i>
	<i>(B) Can this list include at a minimum: severe weather, civil emergency messages, AMBER alerts, EAS activations, general governmental messages, utility outage messages, and daily weather forecast?</i>	Y	See Above answer to (A)
	<i>(C) Can citizens be offered a "menu" of options from which to pick?</i>	Y	See Above answer to (A)
54	<i>Does the system offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographic information; multi-thread sending for multiple carriers and email domains; audited and approved in compliance with the Federal government software security policies; remote group generation and integration with other systems; and remote alert generation and tracking?</i>	Y	<p>This requirement touches on many different advanced capabilities. Several of which are, based on our research, only available in the Roam Secure Alert Network.</p> <ul style="list-style-type: none"> • RSAN's QuickAlert feature allows for the creation and use of alert templates. • Ad hoc grouping is accomplished using RSAN's Custom Group feature. Custom Groups are created in seconds by searching the database for all users that fit one (or a combination of) criteria. • Multi-thread sending is one of the ways that RSAN ensures by far the fastest and most reliable message delivery in the alerting industry. • RSAN has been audited and approved by several of our Federal Government customers. • RSAN's Remote Group capability allows any RSAN customer to be integrated with any other RSAN customer. RSAN's remote alert generation allows authorized senders to launch alerts from any e-mail account or two-way wireless device in the world.

55	<i>Does the system allow the Commonwealth and/or local jurisdictions to maintain control over sensitive data, such as email addresses, cell phone and pager numbers of citizens?</i>	Y	RSAN includes several layers of security to the system in general, and to various levels of authorization and silos of information. Users, Managers, and Administrators each have access to appropriate information based on their level of authorization and the groups they manage or are a member of. Roam Secure has extensive experience in dealing with these issues in real world deployments.
56	<i>Is the system accessible to Commonwealth of Virginia citizens?</i>	Y	See Security answer in questions 55 and 57
57	<i>Can the system mitigate security risks that are associated with being accessible by the general public via the Internet?</i>	Y	See answer to question 55 above Roam Secure has years of experience working with the IT staff and end users of our customers to enable the appropriate access to the system without compromising the security of the system. These issues can be complex but we have been able to address them in many different ways to the satisfaction of our customers. We will work with VITA and VDH to implement the appropriate access/security.
58	<i>(A) Does the system allow the sender to choose delivery to all registered citizens within their jurisdiction regardless of self-chosen code(s), to all registered citizens within their jurisdiction for specific even code(s), or to a subset or sets of their registered citizens based upon self-chosen zip code(s)?</i>	Y	This requirement precisely describes RSAN's Custom Group feature. The database can be searched in seconds for one or multiple criteria. With one click the matching user(s) can be put into a Custom Group for sending. That group will remain intact and available for that sender until they empty it or replace it with another Custom Group.
	<i>(B) Can these alerts be tracked in real-time by the sender?</i>	Y	The RSAN Alert Tracker has been described in other answers.
59	<i>Does the system have multiple-thread messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks?</i>	Y	RSAN employs a multiple-threaded message delivery engine capable of sending alerts in seconds to thousands of users, across thousands of email domains and carrier networks.
60	<i>(A) Does the system permit the sender to generate alerts of any length?</i>	Y	This is a part of RSAN's core functionality. The ability to deliver alerts of any length is a basic requirement of emergency communication system. Roam Secure has years of experience dealing with wireless carriers and their networks.

	<i>(B) Does the system automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company etc. and send these messages to the related devices? For example, a message 400 characters in length would need to generate four text messages for Sprint, three for AT&T and two for a pager.</i>	Y	RSAN optimizes all outbound messages for the carrier and device designated. This includes not only the parsing exactly as described here but also other key configurations and routing that are specific to each network.
61	<i>Does the solution offered provide for speeds of delivery for text messages (SMS, email, alphanumeric pagers) to a message gateway of a minimum of: 2000 per minute for SMS (using XML/email connection) and email (using SMTP) and 400 per minute for pagers (using XML/email connection)? This assumes an average message length of 240-250 character string (SMS, pager) and a 50K byte email.</i>	Y	RSAN far exceeds these requirements. Though a small initial deployment might be feasible with these requirements. A full SWAN capability requires speed and reliability that RSAN has proven in all its deployments. RSAN's benchmark real world speed estimates are 18,000 messages per minute from a single server. In a standard multi-server RSAN deployment, a 30,000 message per minute minimum is expected.
62	<i>(A) Does the solution offered provide for prioritization of alerts to ensure alerts for the most critical event is sent first?</i>	Y	RSAN has this capability available but system speed makes this feature irrelevant. REVERSE 911® allows for mobilization scenarios to be defined before they actually occur. For each scenario, (on the fly or predefined), it may be specified as to which recipients are contacted first, second, etc
	<i>(B) Does the system provide a method for the administrator or sender to choose event priority, both pre-designated and on an ad-hoc basis?</i>	Y	RSAN system speed makes this feature irrelevant. REVERSE 911® also for prioritization of events allowing the critical event to be sent first.

63	<p>(A) <i>Is the solution offered capable of handling multiple simultaneous events and transmitting the message with the highest priority first, even if the highest priority event was sent subsequent to a lower event transmission start?</i></p>	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>REVERSE 911[®] has the ability to perform priority calling.</p>
	<p>(B) <i>Are alerts for the most critical event sent first?</i></p>	Y	<p>RSAN system speed makes this feature irrelevant.</p> <p>In the event that there are regularly scheduled notifications going out, but a more critical notification must be sent, the more critical notification will supersede those regular ones. Once the priority calls are completed, the first calling session will then re-start exactly where it left off.</p>
64	<p><i>Is the solution offered capable of sending multiple messages to different groups in the same event?</i></p>	Y	<p>This is a core capability of RSAN</p>
65	<p><i>Can the solution send messages in multiple languages (at a minimum English and Spanish)?</i></p>	Y	<p>RSAN systems are capable if sending in multiple languages. Automated translation is not recommended.</p> <p>REVERSE 911[®] provides for messages to be sent in multiple languages and allow for recipient to select which language they would like to receive the message in, (i.e. press 1 for English, 2 for Spanish.) Patented technology enables receipt to choose what language they would like all future messages in.</p>
66	<p><i>Does the voice solution offered allow for pre-recording and storage of voice messages and recording of voice message input “on the fly” for use in message delivery, to allow for customization of alert messages?</i></p>	Y	<p>Messages may be pre-defined or created on the fly. You may have an unlimited number of predefined messages.</p>
67	<p><i>Does the solution offered allow, by event and by recipient, for configuration of the number of attempts to deliver a message?</i></p>	Y	<p>RSAN's speed and reliability make attempt tracking irrelevant. Actual Replies and Mailer Daemon Errors are tracked instead.</p> <p>REVERSE 911[®] allows the client to set the number of attempt and time period between attempts for each call session.</p>

68	<i>Does the solution offered allow, by event and by recipient, for configuration for the allowable length of time to attempt to deliver a message?</i>	Y	See Above
69	<i>Does the solution offered allow, by event and by recipient, for the amount of delay time between attempts to deliver a message when a telephone line is busy or there is no reply to an attempt?</i>	Y	See Above
70	<i>Does the solution offered allow a user to turn off notification to all devices (and essentially "opt-out" of the system)?</i>	Y	This is a configuration setting. This can be allowed or disallowed based on the Administrator's wishes
71	<i>Does the solution offered provide for multiple security levels, which can be allocated to users to allow or deny access to different portions of the system capabilities (i.e. recipient only, able to send alerts, able to manage other users, system administration, etc.)?</i>	Y	RSAN includes several layers of security to the system in general, and to various levels of authorization and silos of information. Users, Managers, and Administrators each have access to appropriate information based on their level of authorization and the groups they manage or are a member of. Roam Secure has extensive experience in dealing with these issues in real world deployments.

C. Security Requirements

Requirements		B
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<p>72</p>	<p><i>The awarded system and its network requirements must be able to conform to the following Commonwealth of Virginia Security Policies, Standards, and Procedures, and Federal HHS HIPAA Security Requirements:</i></p> <p>COMMONWEALTH OF VIRGINIA - INFORMATION TECHNOLOGY SECURITY STANDARD COV ITRM Standard SEC2001-01.1) VITA SEC IT Security Policy VITA SEC Firewall and VPN Policy VITA SEC Security and Architectural Review Policy 45 CFR Department of Health and Human Services - Parts 160, 162, and 164 Health Insurance Reform: Security Standards: Final Rule VITA policies may be found on the VITA web site, www.vita.virginia.gov. (M)</p>	<p>Y</p>	<p>RSAN and REVERSE 911[®] are able to conform to this request.</p>
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D. Installation, Support, and Maintenance Requirements

	Requirements		B
73.	An implementation plan must be provided for installation, testing and implementation. Will you provide this as a part of your proposal? (M)	Y	<p>As part of our proposal, both Roam Secure and REVERSE 911[®] have provided implementation plans for system deployment, installation and testing.</p> <p>Roam Secure is the only vendor with the extensive experience in emergency text alerting necessary to successfully and efficiently deploy and support the SWAN and CAS. RSAN's experience in the National Capital Region will be particularly applicable.</p>
74	The offeror must provide 24/7 support for the system(s). Will you provide this as part of your proposal? (M)	Y	<p>Every RSAN system is populated with a "Contact Roam Secure" Group and under our Enhanced Support option, Roam Secure provides 24/7 support number.</p> <p>REVERSE 911[®] provides 24/7 support for all of our REVERSE 911[®] customers.</p>
75	Authorized Users must be able to perform self maintenance to keep their profile up to date. (M)	Y	<p>Both RSAN and REVERSE 911[®] allows authorized users to perform self maintenance to keep their profile up to date. Authorized users will be issued a protected password logon into the system.</p>
76	Maintenance support should include new versions, upgrades and patches that are issued during the term of the contract.	Y	<p>Both RSAN and REVERSE 911[®] maintenance and support include new REVERSE 911[®] software versions, upgrades and patches that are issued during the term of the contract.</p>
77	The awarded contractor must have proven successful implementation of deploying, maintaining and supporting their system in similar governmental entities. (M)	Y	<p>Roam Secure has deployed more than 80 RSAN systems. These range from small jurisdictions like King George County to major deployments like Fairfax County, Washington, DC, Philadelphia and San Francisco. RSAN is also the system of Many Federal Agencies including the White House.</p> <p>This experience will be crucial in conducting the rollout of the SWAN and CAS.</p> <p>REVERSE 911[®] currently has over 400 clients across North America. Within the State of Virginia, we have 25 clients. Our clients range from Federal agencies, States, Counties, Municipalities, Hospitals, Schools and Businesses. REVERSE 911[®] is an expert in our field and has many successful implementations of deploying, maintaining and supporting REVERSE 911[®] in similar governmental entities.</p>

E. Training Requirements

	Requirements		B
78	Training materials should include both general overview on concepts, and detailed hands on exercises.	Y	<p>The SWAN and CAS need to be complex systems with an extremely simple interface that can be operated by users with limited computer experience under crisis conditions. A clear and well presented training program and materials are also crucial and included as part of the implementation plan.</p> <p>Roam Secure and REVERSE 911[®] both provide hands-on, on-site training for all system users.</p>
79	An on-line help “user’s guide” should be implemented with the system(s).	Y	<p>Each RSAN user has access to online help within the system that is appropriate to their level of authorization.</p> <p>Each REVERSE 911[®] customer has access to on-line help via www.reverse911.com. Included are user manuals, training session times, as well as key troubleshooting assistance.</p>

F. Documentation and Reporting Requirements

	Requirements		B
80	<i>Does the system allow Real Time, on screen monitoring of all details of an ongoing call out.</i>	Y	<p><i>The RSAN Alert Tracker provides this.</i></p> <p><i>REVERSE 911[®] provides real-time reports of all details pertaining to the notification session.</i></p>
81	<i>The system should provide a selection of multiple standard reports during a call out or at the end of a call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:</i>	Y	<p><i>This information is all available within the Alert Tracker. Additional information is also available in RSAN’s Reports Tab.</i></p> <p><i>See Above</i></p>
	<i>(a) overview of current call out by groups and individuals</i>		
	<i>(b) details of current call out by groups and individual</i>	Y	<i>See Above</i>

	<i>(c) summary of individuals who have not responded</i>	Y	See Above
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**EXHIBIT B
CONTRACT NUMBER VA-070302-SIGC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SIGMA COMMUNICATIONS, LLC**

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-070302-SIGC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Sigma Communications, LLC (“Sigma” or “Contractor”).

In the event of any discrepancy between this Exhibit B and Contract No. VA-070302-SIGC, the provisions of Contract No. VA-070302-SIGC shall control.



VITA REVERSE 911[®] Pricing

Base REVERSE 911[®] System – Populations up to 150K

** 8 port system that includes software (voice, email and text alerting), standard hardware, mapping (ESRI), remote access, installation, web based training, 8 hours of geocoding & database setup and 1st year support/maintenance** \$35,000.00

Base REVERSE 911[®] System – Populations over 150K

** 8 port system that includes software (voice, email and text alerting), standard hardware, mapping (ESRI), remote access, installation, web based training, 8 hours of geocoding & database setup and 1st year support/maintenance** \$44,000.00

Additional Calling Ports

Per 4 additional ports \$2,500.00

Software Options

HazMat	\$4,500.00
Mobilization Plus	\$4,500.00
Guardian Calling	\$3,400.00
Community Information Line	\$3,400.00
Faxing – Only used with analog lines	\$3,400.00
Event Tracker	\$3,400.00
MassCall (initial fee) - <i>annual fee</i> of \$2,500, plus .20 per call minute when used	\$3,000.00
REVERSE911.NET – per node	\$1,350.00

Additional Services/Hardware/Software

On-Site Training - (includes all travel/training expenses)	\$1,500.00 per day
Non-Standard Hardware – (i.e., Dell, HP hardware)	\$2,000.00 per server
Line Grabber	\$2,500.00 per 8 ports
Additional training (web cast)	\$500.00 per 2 hr session
Additional Geocoding	\$150.00 per hour
Commercial Database	\$.028 per record
Project Management – (for servers higher than 24 ports)	\$10,000.00
Data Replication (real-time database replication between two REVERSE 911 systems)	\$8,000.00

Volume Discounts (if 2 or more REVERSE 911 systems are purchased)

Additional system discount	12%
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Annual Costs & Fees

Support & Maintenance (of total system cost) – If paid annually	15%
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Support & Maintenance (of total system cost) – If 2 or more years are purchased upfront	12%
REVERSE911.NET	\$1,350.00
Remote Access	\$1,500.00
MassCall	\$2,500.00

Terms: Purchase Order is required for system shipment. Payment is required 30 days from system shipment. REVERSE 911® AND R911® are registered trademarks of SIGMA COMMUNICATIONS, LLC and the system is protected by U.S. Patent #5,559,867 and U.S. Patent #5,912,947 and patents pending. All Rights Reserved.

Confidentiality Notice: The materials enclosed with this quote are private and confidential and are the property of the sender. The information contained in the material is privileged and is intended only for the use of the individual(s) or entity(ies) named above.

Sigma Communications • 6720 Parkdale Place • Indianapolis, IN 46254 • Phone 800.247.2363 • Fax 317.631.6585 • www.reverse911.com

Exhibit C

**REVERSE 911[®] INTERACTIVE COMMUNITY NOTIFICATION SYSTEM
END USER LICENSE AGREEMENT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)
ON BEHALF OF THE COMMONWEALTH OF VIRGINIA
AND
SIGMA COMMUNICATIONS LLC.**

This End User License Agreement, including software maintenance and support descriptions, is incorporated as Exhibit C to Contract VA-070302-SIGC (the "Contract"). In the event of a conflict between the terms and conditions of this Software License Agreement and the terms and conditions of the Contract, the terms and conditions of the Contract shall prevail.

REVERSE 911[®] END USER LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is between the Virginia Information Technologies Agency (VITA) on behalf of all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia (each such public body a "Licensee" or "end user") and Sigma Communications, LLC, an Indiana limited liability corporation ("Sigma") having its home office at 6720 Parkdale Place, Indianapolis, Indiana 46254-4668. For any order or Statement of Work entered into by a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth; for any order or SOW entered into by a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

WHEREAS, the Licensee wishes to implement an automated telephone calling system to be used to enhance the public health and safety; and

WHEREAS, Sigma is engaged in the business of selling, developing, distributing and licensing computer hardware and software for automated telephone calling systems having said public health and safety application,

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, VITA and Sigma agree as follows:

SECTION A DUTIES OF SIGMA

A 1.0 Grant of REVERSE 911[®] Software License

- 1.1 Sigma hereby grants to the Licensee and the Licensee accepts a perpetual, non-transferable and non-exclusive license in the locale of Licensee to use the software materials (the "REVERSE 911[®] Software") on the equipment provided by Sigma as a component of the REVERSE 911[®] system ("Equipment") to provide an automated telephone calling system for distributing health, safety and other public information to individuals in accordance with the terms and conditions contained herein. Licensee may only use the REVERSE 911[®] Software for internal data processing in the normal course of Licensee's business as it exists as of the date of this Agreement or as such business may evolve pursuant to law or regulation, and may not use the REVERSE 911[®] Software in a service bureau, outsourcing, time share, or any other manner. In the event that Licensee is a governmental entity, Licensee may only use the REVERSE 911[®] Software for Licensee's specific statutory and geographic jurisdiction. Sigma shall provide the Licensee one (1) compiled master copy of the REVERSE 911[®] Software to Licensee pursuant to this Agreement.
- 1.2 This Agreement is a license only, and the Licensee shall have the rights of a Licensee only. Sigma retains ownership of the REVERSE 911[®] Software, and all right, title and interest in and to the REVERSE 911[®] Software, except as specifically and expressly set forth in this Agreement, shall remain in and exclusively with Sigma.

1.3 The term “REVERSE 911[®] Software” as used in this Agreement does not include Third Party Software (as defined herein), Third Party Developer Tools (as defined herein), or the source code to the REVERSE 911[®] Software, including the software statements produced by Sigma that contain the MS Access[™] (Microsoft Corporation) source statements and logic used to write, amend, modify, and customize the REVERSE 911[®] Software (the “Source Code”), and no license is provided in this Agreement for the Source Code.

1.4 Licensee’s use of the REVERSE 911[®] Software is subject to the non-exclusive license granted in this Agreement.

A2.0 Third Party Software and Third Party Developer Tools

2.1 This Agreement may include the license of software not developed or licensed by Sigma (the “Third Party Software”). The Third Party Software is licensed to the Licensee under an agreement provided by the manufacturer(s). Licensee shall abide by the following terms and conditions of the Third Party Software Agreement(s):

ESRI CORPORATION SUBLICENSE AGREEMENT

- a. Restrict use of the OEM Software to executable code, subject to the restrictions provided under the applicable Sublicense Addenda and consistent with the Sublicense fees payable to ESRI.
- b. Prohibit (a) transfer of the OEM Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the OEM Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the OEM Software from passing to Sublicensee or any other party.
- c. Prohibit the reverse engineering, disassembly, or decompilation of the OEM Software and prohibit duplication of the OEM Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- d. To the extent permitted by applicable law, not to assert claims against ESRI for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the OEM Software for the REVERSE 911[®] system.
- e. Require Sublicensee to comply fully with all relevant export laws and regulations of the United States to assure that the OEM Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- f. Prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- g. If Company grants a Sublicense to the United States Government, the OEM Software shall be provided with the “Restrictive Rights”.

Notwithstanding Licensee’s obligation to abide by the above ESRI terms and conditions, this Agreement does not create a contractual relationship between VITA and ESRI or between any Licensee and ESRI. Any sublicense fees due ESRI have been incorporated into the price of the REVERSE 911[®] Software and are payable to ESRI by Supplier, and not Licensee.

The terms and conditions of the Third Party Software Agreement(s) listed above are the only terms and conditions of any Third Party Software which shall be binding upon any Licensee

pursuant to this Agreement irrespective of whether any other terms and conditions may be affixed to or accompany the REVERSE 911® Software or the REVERSE 911® Configuration upon delivery, installation, or implementation thereof.

- 2.2 "Third Party Developer Tools" means tools provided by third parties related to or used for the REVERSE 911® Software or Source Code. Sigma does not provide Third Party Developer Tools, and, hence, no license to Third Party Developer Tools is granted herein.

A 3.0 REVERSE 911® Configuration

The REVERSE 911® Software covered by this Agreement shall be used on the equipment provided by Sigma (the "REVERSE 911® Configuration") or identical equipment provided by end user. Sigma is providing the REVERSE 911® Configuration as part of this Agreement and all Equipment will become the property of the Licensee upon final payment to Sigma. The REVERSE 911® Software and REVERSE 911® Configuration are collectively referred to herein as the "REVERSE 911® System."

A 4.0 Calling Database

- 4.1 Sigma may provide and load onto Licensee's REVERSE 911® System the initial calling database. The database (the "REVERSE 911® Database") will be derived from certain commercial source(s) and will only be as accurate as such source(s) of the database. Use of the REVERSE 911® Database is restricted to use on the REVERSE 911® Configuration. It will consist of all listed phone numbers that can be legally and commercially acquired with addresses for both residences and businesses. The database will be provided, and installed along with longitude and latitude positions for each such address. The REVERSE 911® Database may be provided by a third party and is subject to any restrictions placed on it by the third party provider, if applicable. Any such restrictions shall be fully disclosed by Sigma to Licensee prior to Sigma's provision of such database to Licensee. The data provided by the third party provider, if owned by such third party provider, will remain the property of that third party.
- 4.2 The data included in the REVERSE 911® Database, if provided by Sigma, includes the location (including geographic coordinates) of each telephone subscriber's address. The database containing geographic coordinates is confidential information of Sigma, remains the property of Sigma, and may not be used for any other purpose.
- 4.3 Sigma will take reasonable care to protect the confidentiality of the REVERSE 911® Database according to the provisions of Section C, 12.0.

SECTION B DUTIES OF LICENSEE

B 1.0 Site Preparation

Licensee will prepare the installation site to accommodate the REVERSE 911® Configuration in accordance with the following guidelines:

- 1.1 The console and CPU used in the REVERSE 911® System may be located at the Licensee's discretion provided that the telephone company interface to the phone lines to be used is located in the same building and within 100 feet of the console. All phone lines to be connected to the REVERSE 911® System will be installed at the direction and cost of the Licensee.

- 1.2 The Licensee will install all necessary power supplies for the CPU and all peripherals.
- 1.3 The Licensee will be responsible for obtaining all consents necessary to connect any equipment included in the REVERSE 911[®] Configuration and/or its peripherals to telecommunication lines. Such consents shall be obtained prior to the scheduled installation date.
- 1.4 The Licensee will ensure that:
 - a) adequate electrical power shall be provided to the CPU and the peripherals,
 - b) the electrical system of the Licensee is adequate to safely operate the REVERSE 911[®] Configuration and all contemplated peripherals, and meets with all applicable codes, regulations, laws, standards and guidelines.

The Licensee will be responsible for providing the following environment for the REVERSE 911[®] Configuration. REVERSE 911[®] Configuration required the following operating environment: Temperature Range: 60-90°F, Humidity Range: 20-80%, Electrical Requirements: 120-125V, 15A dedicated circuit plug is NEMA WD. All other peripherals 120-125V, 15A plug is NEMA WD-1. Failure to provide such an environment may delay the installation of the items in this Agreement, and Sigma will be excused from any installation obligations under this Agreement until such an environment is provided.

B 2.0 Authorized Use

- 2.1 The Licensee may authorize end users, defined for purposes of this Agreement as its employees, volunteers, and officials (“Authorized End Users”) to utilize the REVERSE 911[®] Software subject to the following:
 - 2.1.1 Licensee shall provide to each Authorized End User the following statement and acknowledge that he or she will abide by the terms and conditions of the statement: This REVERSE 911[®] Software and all related tapes, diskettes and manuals are copyrighted property of Sigma, and use thereof is strictly limited by United States Copyright law and the terms of a non-exclusive license Agreement (the “License Agreement”) between Sigma and the end user. Unauthorized use or disclosure of such software and related tapes, diskettes or manuals constitutes infringement of Sigma’s copyright and a violation of Title 17 of the United States Code and shall subject the infringing party to civil liability. Willful infringement shall also subject the infringing party to criminal liability (17 USC 5506). Your use of this program and all related tapes and documentation is limited as follows: (a) you may not modify and/or change REVERSE 911[®] Software into another program without the prior written consent of Sigma, which consent may be denied for any or no reason; (b) you may not transfer any copy of REVERSE 911[®] Software and/or the right to use the same without prior written consent of Sigma, which consent may be denied for any or no reason; (c) all copies of REVERSE 911[®] Software, and its supporting documentation and the codes, are the property of Sigma, and must be returned to Sigma upon termination of the license Agreement, and any data and information owned by Sigma and contained within the REVERSE 911[®] Software are the proprietary property of Sigma and shall be returned to Sigma upon termination of the license Agreement; (d) you may not use, copy, modify, reverse engineer, decompile, or transfer this program or any copy, modification, or merged portion, in whole or in part, except as expressly provided in the License Agreement; (e) if you transfer possession of any copy, modification or merged portion of REVERSE 911[®] Software to another party, your right to use it shall automatically be terminated.

Sigma agrees to provide this statement and review its content at any training session conducted pursuant to the Contract.

2.1.2 The Licensee may make one (1) copy of the REVERSE 911[®] Software to be used solely for backup and archival purposes. Any other copying of the software is strictly prohibited and any backup copies are subject to all the terms of this Agreement.

2.1.3 The Licensee acknowledges that the REVERSE 911[®] Software and its supporting documentation is the property of Sigma or its Licensee(s), and the Licensee may not use, copy, modify, or transfer the software or any copy, or modification thereof, in whole or in part, except as may otherwise be expressly provided for in this Agreement.

2.1.4 The non-exclusive license granted to a Licensee pursuant to an order or SOW will terminate upon the breach of any provision contained in Section B, 3.0, provided: (i) the Steering Committee, as defined in the Contract, and including representatives of the Licensee, agrees that a breach has occurred; (ii) Sigma provides Licensee a thirty (30) day written notice with an opportunity to cure such breach; (iii) the license termination applies only to the license(s) subject to the breach and not to licenses granted by Sigma under any other order or SOW. In addition, a license may be terminated if Licensee is found by a court of competent jurisdiction to be in violation of Section B 3.0. In such case, the license termination shall apply only to the license(s) subject to the breach and not to license granted by Sigma under any other order or SOW.

B 3.0 Unauthorized Use

The Licensee shall not permit any person who is not an authorized end-user of the Licensee to access any of the REVERSE 911[®] Software or any other compiled software licensed hereunder. The Licensee will not allow the REVERSE 911[®] Software to be used in any manner that is a violation of State or Federal law, in particular but not limited to, laws restricting the use of Automated Calling.

B 4.0 Copyright

The Licensee shall include the appropriate copyright notice (e.g., © 2001, Sigma Communications, Inc.) on each display or other copy of the REVERSE 911[®] Software and each copy of documentation used by its authorized end users. All documentation, software, and related materials provided by Sigma will contain the appropriate copyright notice. Those copyright notices shall not be removed or diminished by the Licensee.

B 5.0 No Assignment and/or Sublicense

The Licensee may not sublicense, assign or transfer this Agreement or the non-exclusive license granted or any portion thereof except as expressly provided in Section C 16 below.

B 6.0 Unauthorized Acts

The Licensee agrees to notify Sigma immediately should it become aware of the unauthorized possession or use of the REVERSE 911[®] Software or any other item supplied under this Agreement or other information made available to the Licensee under this Agreement, by any person or entity not authorized by this Agreement to have such possession or use. The Licensee agrees to promptly furnish full details of such possession or use to Sigma, and will cooperate with

Sigma (at Sigma's sole expense, provided the Licensee is not at fault) in any litigation against third parties deemed necessary by Sigma to protect Sigma's proprietary rights.

SECTION C GENERAL PROVISIONS

C 1.0 Inspection

To enable Sigma to take such steps as may be reasonable to protect its proprietary rights, the Licensee shall permit representatives of Sigma to inspect during reasonable hours any location where the REVERSE 911[®] Software and/or its supporting documentation is being used by the Licensee and authorized end users. In the event that Sigma has reasonable cause to believe that Licensee is not using the REVERSE 911[®] Software pursuant to the provisions of this Agreement, Licensee shall permit Sigma to conduct an audit of such Licensee's records related to the use of the REVERSE 911[®] Software, provided however that such audit: (a) is conducted following thirty (30) days written notice; (b) is begun and concluded with reasonable diligence not to exceed thirty (30) days; (c) is conducted during Licensee's normal business hours and shall not unreasonably interfere with Licensee's business activities; (d) is conducted at Sigma's expense; (e) may be conducted no more than once per twelve (12) month period; and (f) shall be limited to an examination of records relating to activity in the most recent twelve (12) month period.

Under no circumstances shall Sigma access data or information of the Licensee other than that which is subject to the audit. Deliberate or negligent access by Sigma to any other such Licensee data or information shall constitute a breach by Sigma of the Contract. If Sigma inadvertently and without negligence accesses such data or information, the terms and conditions of the confidentiality provisions of the Contract shall apply.

Not more than ten (10) days after completion of an audit, Sigma shall provide Licensee with a copy of the findings of such audit in the form of a written report. Licensee shall have thirty (30) days to review such report and, if it does not agree with Sigma's findings, to submit a response. Should Sigma disagree with such response, such dispute shall be settled in accordance with the §2.2-4363 of the Code of Virginia. If Sigma and the Licensee agree that Licensee is not using the software pursuant to this Agreement, or if the outcome of the dispute resolution proceedings is that Licensee is not using the software pursuant to this Agreement, Licensee shall have ninety (90) days to cure such misuse without penalty.

C 2.0 Maintenance

During the Warranty Period, as defined in Section C3.0, Sigma will provide service to the Licensee pursuant to the terms of the Warranty provided in Section C3.0. Additionally, Sigma will provide during the Warranty Period 800 phone support during normal business hours of 8:30 a.m. to 5:00 p.m. Eastern Time Mondays through Fridays (Excluding holidays). Emergency after hours support is available for a charge as set forth in the Contract. After the Warranty Period has expired, additional services and support ("Maintenance" or "Support Services") are available under separate Agreement.

C 3.0 Limited Warranty

3.1 IF THE REVERSE 911[®] SYSTEM IS USED IN EMERGENCY SITUATIONS, THEN THE REVERSE 911[®] SYSTEM IS INTENDED TO ONLY INCREASE THE NOTICE WHICH WILL BE GIVEN. THERE IS AND CAN NOT BE ANY GUARANTEE THAT ALL

PERSONS INTENDED TO BE CONTACTED WILL BE CONTACTED. SIGMA ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE REVERSE 911 SYSTEM TO CONTACT ANY PERSON OR PERSONS AND IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY FAILURE TO CONTACT ANYONE, PROVIDED SUCH FAILURE OCCURS FOR REASONS BEYOND THE REASONABLE CONTROL OF SIGMA.

- 3.2 SIGMA WILL REPAIR THE REVERSE 911[®] SYSTEM TO CORRECT ANY DEFECTS IN THE REVERSE 911[®] SYSTEM AS NECESSARY FOR A PERIOD OF 365 DAYS FROM THE DATE OF INSTALLATION. IT IS THE LICENSEE'S RESPONSIBILITY TO TEST THE REVERSE 911[®] SYSTEM AND MAKE CLAIM WITH RESPECT TO THE DEFECT DURING THE WARRANTY PERIOD FOR THE DEFECT TO BE FIXED FREE OF CHARGE BY SIGMA. ON DEFECTS FOUND AFTER THE WARRANTY PERIOD EXPIRES, SIGMA WILL REPAIR ON A TIME AND MATERIALS BASIS OR UNDER THE TERMS OF A SEPARATE MAINTENANCE AGREEMENT WHICH MAY BE PURCHASED BY AUTHORIZED USER BY MEANS OF AN ORDER PLACED PURSUANT TO THE CONTRACT. NOTWITHSTANDING THE FOREGOING, IF SIGMA DOES NOT PROVIDE THE EQUIPMENT, SIGMA SHALL NOT BE RESPONSIBLE TO CORRECT ANY DEFECTS IN THE REVERSE 911[®] SYSTEM RESULTING FROM DEFECTS IN THE EQUIPMENT INCLUDED IN THE REVERSE 911[®] CONFIGURATION. LICENSEE'S SOLE WARRANTY WITH RESPECT TO SUCH EQUIPMENT SHALL BE THE WARRANTY PROVIDED FROM THE MANUFACTURER.
- 3.3 EXCEPT FOR THE ABOVE WARRANTY AND ANY WARRANTIES CONTAINED IN THE CONTRACT, SIGMA PROVIDES NO OTHER WARRANTY OF ANY KIND; EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SIGMA'S WARRANTY OBLIGATION HEREIN IS STRICTLY LIMITED TO THE REVERSE 911[®] SYSTEMS AS DELIVERED TO THE LICENSEE OR MODIFIED BY SIGMA. ANY MODIFICATION OR CHANGE MADE TO THE REVERSE 911[®] SYSTEM BY ANYONE OTHER THAN SIGMA SHALL AUTOMATICALLY CAUSE THIS WARRANTY TO BECOME NULL AND VOID FOR ALL PURPOSES AND SIGMA SHALL HAVE NO FURTHER WARRANTY OBLIGATIONS HEREUNDER. ENTRY OF DATA, INCLUDED BUT NOT LIMITED TO CONTACT INFORMATION, TO THE REVERSE 911[®] SYSTEMS SHALL NOT BE CONSIDERED A MODIFICATION OR CHANGE THERETO.
- 3.4 WARRANTIES (IF ANY) FOR ANY THIRD PARTY SOFTWARE INCLUDED ALONG WITH THE REVERSE 911[®] SOFTWARE ARE PROVIDED EXCLUSIVELY BY THE MANUFACTURER OF THE THIRD PARTY SOFTWARE. SIGMA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE FOR THE THIRD PARTY SOFTWARE. NOTWITHSTANDING THE FOREGOING, SIGMA'S INDEMNIFICATION OBLIGATIONS PURSUANT TO THE CONTRACT SHALL APPLY TO ANY THIRD PARTY SOFTWARE INCLUDED ALONG WITH THE REVERSE 911[®] SOFTWARE.

EXHIBIT D-X
CONTRACT NUMBER VA-070302-SIGC
BETWEEN
AUTHORIZED USER
AND
SIGMA COMMUNICATIONS, LLC

Exhibit D-X is hereby incorporated into and made an integral part of Contract Number VA-070302-SIGC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Sigma Communications, LLC (“Supplier”).

In the event of any discrepancy between this Exhibit D-X and Contract No. VA-070302-SIGC, the provisions of Contract No. VA-070302-SIGC shall control.

Any Software license granted by Supplier pursuant to this Statement of Work shall be governed by the terms and conditions of the Supplier’s software license agreement incorporated into the Contract as Exhibit C. By signing this Statement of Work, the Authorized User, as defined herein, agrees to the terms and conditions of Contract Exhibit C and accepts all responsibilities delineated therein.

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

STATEMENT OF WORK

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

1. PROJECT SCOPE AND REQUIREMENTS

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

- i). general description of the Solution
- ii). project boundaries
- iii). Authorized User-specific requirements
- iv). special considerations for implementing technology at Authorized User’s location(s)
- v). other characteristics of this project that must be addressed to insure the success of the engagement

2. CONTRACT PRODUCTS AND SERVICES TO SUPPORT THE REQUIREMENTS

A. Solution Components

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

The license type for all licenses granted pursuant to this SOW shall be [insert license type or reference attachment containing details of license type. If license type is “Site” or “Enterprise”, provide a definition for that term.]

B. Services

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

C. Training and Knowledge Transfer

Provide an overview of training services to be provided to the Authorized User and any special requirements for specific knowledge transfer to support the Authorized User's successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency.

D. Support

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

3. PROJECT EVENTS AND TASKS

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

4. PERIOD OF PERFORMANCE

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

5. PLACE OF PERFORMANCE

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

6. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE

[If a Time and Materials type SOW is contemplated, written authorization from VITA is required and, if such authorization is issued, VITA shall provide alternate language for a Time and Materials arrangement.]

The following table identifies milestone events and deliverables, the associated schedule, and associated payments.

Milestone Event	Deliverable	Schedule	Payment
Project kick-off meeting	---	Execution + 5 days	---
Site survey	Site survey report	Execution + 10 days	---
Installation of software	---	Execution + 20 days	\$10,000
Configuration and testing	---	Execution + 20 days	---
Training	Training manual	Execution + 30 days	\$10,000
User Acceptance	---	Execution + 30 days	\$20,000

Testing			
Implementation complete	Solution	Execution + 45 days	\$10,000

The total Solution price shall not exceed \$US XXX.

Required Deliverables are as follows: [Provide a description of all Deliverables for this engagement.]

- i). Site survey report:
- ii). Training manual:
- iii). Solution: See Sections 1 and 2 above.

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

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm or a successor URL(s)).

7. TESTING AND ACCEPTANCE

A. User Acceptance Test Plan

Acceptance Criteria for Software and Deliverables, and for the Solution as a whole, will be based on the Requirements set forth in Contract Exhibit A and Section 1 of this Statement of Work. Supplier shall design a written User Acceptance Test (UAT) Plan, acceptable to the Authorized User, which will ensure that all of the functionality required for the Software, Deliverables, and the Solution as a whole has been delivered. Supplier will provide the Authorized User with a detailed Acceptance check-list based on the Requirements. The UAT Plan, including the Acceptance check-list, will be incorporated as Attachment 1 to this Exhibit D-X.

B. Testing of Software and Deliverables

Following delivery / installation / implementation of the Software and delivery / installation / implementation of each Deliverable, on-site testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Software or Deliverable.

C. Deliverable Acceptance Receipt

Each Deliverable provided by Supplier under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This document will describe the Deliverable and provide the Authorized User's Project Manager with space to indicate if the Deliverable is accepted, rejected, or partially accepted. For partially accepted Deliverables, the Authorized User's Project Manager shall list on the Deliverable Acceptance Receipt any deficiencies that must be corrected in order for the Deliverable to be accepted by the Project Manager. The Project Manager will have five (5) days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of testing to provide Supplier with the signed Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

Procedures for Acceptance of Software shall be as described in the UAT.

Acceptance of any Deliverable does not imply Authorized User's concurrence that the Deliverable will function properly with or within the Solution. Supplier is responsible for ensuring that all Deliverables function properly within the Solution. Should a previously Accepted Deliverable require further modification in order to work properly with or within the Solution, Supplier shall be responsible for all costs associated with such modification.

D. Correction of Defects

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract. Supplier shall not be required to correct minor imperfections or defects that do not materially impair the operation or quality of the Software or Deliverable.

E. Final Acceptance Testing

Following implementation of the entire Solution, including all Software and Solution components, on-site testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Solution.

Supplier shall provide the Authorized User’s Project Manager with a Solution Acceptance Receipt. The Solution Acceptance Receipt will document whether the Solution is accepted, rejected, or partially accepted. If the Solution is partially accepted, the Authorized User’s Project Manager shall list on the Solution Acceptance Receipt any deficiencies that must be corrected in order for the Solution to be accepted by the Project Manager. The Project Manager will have **five (5)** days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of testing to provide Supplier with the signed Solution Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract.

8. ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

This section contains assumptions specific to this engagement.

State assumptions here.

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

(Sample Responsibility Matrix)

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

Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

9. SECURITY REQUIREMENTS

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

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

10. RISK MANAGEMENT

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

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

- i). Identification of risk factors.
- ii). Initial risk assessment.
- iii). Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.
- iv). Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.

11. REPORTING

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

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

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

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

12. POINT OF CONTACT

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

Authorized User: _____

Supplier: _____

This Statement of Work is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract, including Exhibit C
- ii). This Exhibit D-X
- iii). The User Acceptance Test Plan

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

Supplier
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

Authorized User
By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

EXHIBIT E to Contract VA-070302-SIGC – Change Order Template
Statement of Work D-X
CONTRACT NUMBER VA-070302-SIGC
BETWEEN
AUTHORIZED USER
AND
Sigma Communications, LLC

This Change Order hereby modifies and is made an integral part of Statement of Work D-X of Contract Number VA-070302-SIGC (“Contract”) between the Virginia Information Technologies Agency (“VITA” or “Commonwealth” or “State”) and Sigma Communications, LLC (“Supplier”).

In the event of any discrepancy between this Change Order to Statement of Work D-X and Contract No. VA-070302-SIGC, the provisions of Contract No. VA-070302-SIGC shall control.

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

CHANGE ORDER

This is a Change Order to a Statement of Work issued by Authorized User, hereinafter referred to as “Authorized User”, under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution (“Solution”).

The following item(s) is/are hereby modified as follows: [Delete sections not modified]

1. PROJECT SCOPE AND REQUIREMENTS

The following is added/deleted from the project scope and requirements:

[Describe addition/deletion]

The following is changed with respect to the project scope and requirements:

From:

To:

2. PROJECT EVENTS AND TASKS

The following project event(s) and/or task(s) is/are added/deleted:

[Describe addition/deletion]

The following is project event(s) and/or task(s) is/are changed:

Event/Task #1:

From:

To:

3. PERIOD OF PERFORMANCE

The end of the period of performance is reduced/extended from December 31, 2005 to June 30, 2006.

4. PLACE OF PERFORMANCE

The following site(s) is/are added/removed from the place of performance:

[Describe changes to place of performance]

5. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

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

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

The total Solution price shall not exceed \$US XXX.

Required Deliverables are as follows: [Provide a description of all Deliverables for this engagement.]

- i). Site survey report:
- ii). Training manual:
- iii). Solution: See Sections 1 and 2 above.

6. POINT OF CONTACT

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

Authorized User: _____

Supplier: _____

This Change Order is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract. In the event of conflict, the following order of precedence shall apply:

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

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

Supplier
 By: _____
 (Signature)
 Name: _____

Authorized User
 By: _____
 (Signature)
 Name: _____

(Print)

Title: _____

Date: _____

(Print)

Title: _____

Date: _____

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

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

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

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

Signature:



Printed Name:

Steven F Warren

Organization:

Sigma Communications LLC

Date:

2/23/07
