Commonwealth of Virginia
Virginia Information Technologies Agency

LEGAL RESEARCH SOFTWARE SUBSCRIPTIONS

Date:	June 11, 2007
Contract #:	VA-060512-GERO
Authorized User:	State Agencies, Institutions, and other Public Bodies as defined in the VPPA
Contractor:	Geronimo Development Corporation 606 25th Avenue South, Suite 201 St. Cloud, MN 56301
FIN:	54-1499098
Contact Person:	Elizabeth J. Oyster Phone: 800-457-6045 Fax: 320-259-9808
Pricing:	Attachment B
FOB:	Destination
Term:	July 1, 2007 – June 30, 2008
Payment:	Net 30 days

For Additional Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

Greg Scearce
Phone: 804-371-5919
E-Mail: greg.scearce@vita.virginia.gov
Fax: 804-371-5969

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

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

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

CONTRACT # VA-060512-GERO

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 adds pricing for additional CDs with existing subscriptions	6/7/06
2	Mod 2 extends contract term and defines licensing options for current subscribers	7/1/07

MODIFICATION #2
TO
CONTRACT NUMBER VA-060512-GERO
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GERONIMO DEVELOPMENT CORPORATION

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Geronimo Development Corporation, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-060512-GERO (the Agreement), as modified.

Modification #2 allows for an extension to the above referenced contract

The term of the contract is extended under the same terms for the period beginning July 1, 2007 through June 30, 2008.

Modification #2 also allows for the following:

Current CD subscribers who need to purchase additional licenses may choose from either additional CD sets at the price of $199.00 per year (per set) or concurrent use permits at the price of $139.00 per year (per user). Web subscribers who need to purchase additional licenses may purchase web permits at the price of $139.00 per year (per user). Current customers also have the option of switching from the CD based subscription to Web based at no additional cost.

These changes are effective immediately.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060512-GERO and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

GERONIMO DEVELOPMENT CORPORATION	COMMONWEALTH OF VIRGINIA
BY:	BY:
NAME: Briana Wertland	NAME: GREGORY SCEARCE
TITLE: Office Manager	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 6/7/07	DATE: 6-7-07

06/07/2007 11:17 3202599808 GERONIMO PAGE 02/02

MODIFICATION #1
TO
CONTRACT NUMBER VA-060512-GERO
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GERONIMO DEVELOPMENT CORPORATION

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Geronimo Development Corporation, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-060512-GERO (the Agreement), as modified.

Reference Master Agreement

Add to Attachment B "Optional Pricing":

- Annual Fee for Additional Monthly CD's with Existing Subscriptions at $199.00 per set

These changes are effective immediately.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060512-GERO and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

GERONIMO DEVELOPMENT CORPORATION	COMMONWEALTH OF VIRGINIA
BY: O.R. Armstrong	BY: [signature]
NAME: O.R. ARMSTRONG	NAME: GREGORY H. SCEARCE
TITLE: PRESIDENT	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 06/01/06	DATE: 6-7-06

VITA, ON BEHALF OF THE COMMONWEALTH OF VIRGINIA
COMPENSATION BOARD OF VIRGINIA
IFB #2006-24
INVITATION FOR BIDS

Legal Research Software Subscription

Issue Date: April 25, 2006 Due Date/Time: May 09, 2006 2:00 p.m.

Procurement Engineer: Greg Scearce
Ph No: (804) 371-5919
Fax: (804) 371-5969
E-mail Address: gregory.scearce@vita.virginia.gov
110 S. 7th St. Suite 135
Richmond, Va. 23219

Sourcing scope: Available to Virginia state government, localities, and institutions and all public bodies (as defined by § 2.2-4301 and referenced by § 2.2-4304 of the *Code of Virginia)*.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

AWARD POSTING: Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the Supply Chain Management Division (SCM) of the Virginia Information Technologies Agency, will publicly post such notice on the Commonwealth's e-procurement website at www.eva.state.va.us for a minimum of 10 days.

CLARIFICATION OF TERMS: If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidders should contact the Procurement Engineer whose name appears on the face of this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Engineer.

The undersigned offers and agrees to furnish any and all services in accordance with the attached signed bid.

COMPANY NAME: Geronimo Development Corporation
DATE: May 3, 2006
ADDRESS: 606 25th Avenue South
BY: [signature] Signature in ink
Suite 201
NAME: O. R. Armstrong (Print)
TITLE: President
CITY/STATE/ZIP: St. Cloud, MN 56301
PHONE NO: 320-259-9805
FEIN NUMBER: 54-1499098
FAX NO: 320-259-9808
COMPANY WEBSITE: www.casefinder.com
E-MAIL ADDRESS: russ.armstrong@gmail.com

eVA Business-to-Government Registered Vendor partner with Commonwealth of VA? YES X NO ___

This information below is requested for informational purposes only:
Corporation X Partnership ___ Proprietorship ___ Individual ___ Woman Owned ___ Small Business owned ___ Minority Owned ___

VITA Authorized Representative: [signature] Date: 5-10-06

Title Strategic Sourcing Manager

INSTRUCTIONS TO BIDDERS

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth also encourages suppliers to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

A Supplier which is a SWAM business, and is registered with the Department of Minority Business Enterprise) DMBE, is to provide a copy of its certification or its certification number. A Supplier which is a SWAM business but which is not registered, can register at www.DMBE.virginia.gov.

1. In order to be considered for selection, Bidder must submit a complete response to this IFB. All sealed bids shall be clearly marked on the outside cover or package with the name of Bidder, and the IFB number (2006-24). Bids must be received by the due date and time, at the address listed on the cover sheet, in order to be considered. Any Bids received in this office after this time will be rejected.
2. Bids shall be signed by an authorized representative of the bidding company. Failure to submit all information required may result in rejection by the Virginia Information Technologies Agency (VITA). VITA reserves the right to request and use any information it deems necessary for evaluation.
3. Ownership of all data, materials and documentation prepared for VITA pursuant to this IFB shall rest exclusively with VITA and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act.* Trade secrets or proprietary information shall not be subject to disclosure under the *Virginia Freedom of Information Act;* however, the Bidder must invoke the protections of §2.2-4342F of the *Code of Virginia*, and must specifically identify the data or materials to be protected and state the reason(s) why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. The classification of an entire bid document, line item prices and /or total prices as proprietary or as trade secrets is not acceptable and will result in rejection of the bid.
4. It is the Bidder's responsibility to inquire about and clarify any requirement of this IFB that is not clearly understood. All questions must be in writing (email is acceptable) and must be submitted no later than 4:00 p.m. local time, no later than five (5) working days prior to bid due date. No questions or inquiries will be accepted after this time. All questions must be addressed to the procurement engineer listed on the cover of the bid.
5. Bid should include "slick sheets" and/or URLs for proposed software.
6. Bidder's attention is directed to the cover page, in reference to the providing of company information, including the Federal Employer Identification Number (FEIN).

7. The Commonwealth of Virginia operates an e-procurement web site at http://www.eva.virginia.gov. Bidders are encouraged to check this site regularly for any amendments that may be published subsequent to issuance of the bid.
8. Bidders are required to register with eVA (www.eva.virginia.gov). Bidder will not receive an award if it is not registered with eVA prior to award date.
9. Results of this IFB will not be given out by telephone. Any resulting Notice of Award will be made available on the eVA web site.
10. Bidders are advised to read and understand the attached Terms and Conditions.
11. Award, if made, will be to the responsive and responsible Bidder with the lowest "Total Evaluated Price" on the Pricing Sheet.
12. All pricing shall include shipping FOB destination, and shall include delivery of all manuals and other incidentals necessary for proper operation.

QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

PURPOSE

The Virginia Information Technologies Agency (VITA) is soliciting bids on behalf of the Compensation Board to establish a contract to provide CD-ROM based Legal Research Software subscriptions for VITA and all public bodies (as defined by § 2.2-4301 and referenced by § 2.2-4304 of the *Code of Virginia*). The subscriptions will be used by Virginia prosecutors through the Compensation Board, hereinafter referred to as the "Comp Board".

The initial contract term shall be for a one (1) year period and may be renewed at the option of VITA for four (4) successive one-year periods under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew will be given approximately 60 days prior to the expiration date of each Contract period.

SUBSCRIPTION PERIOD

A. The initial subscription period for the 131 subscriptions specified in this solicitation shall be July 1, 2006 through June 30, 2007 (12 months).

B. The initial subscription period and cost for additional subscriptions ordered in accordance with this solution shall be prorated to be conterminous with the

contract period in effect at the time of the order. For example, an additional subscription ordered with a begin date of August 1, 2006, shall have an end date of June 30, 2007 (11 months) and the cost shall be correspondingly prorated.

C. Subscriptions described in this solicitation may be renewed, individually or collectively, for additional 12-month periods coinciding with contract renewal period. For example, a subscription purchased during the initial term of the contract may be renewed for up to four (4) additional 12-month periods; however, a subscription purchased during the first renewal term of the contract may only be renewed for up to three (3) additional 12-month periods.

LEGAL RESEARCH SOFTWARE SUBSCRIPTION REQUIREMENTS

See Attachment A

USERS AND USER LICENSING

The contractor shall provide a total of 131 Legal Research Software Subscriptions. Distribution of the legal Research Software Subscriptions shall be made, at the Contractor's expense as follows: 121 to the Commonwealth's Attorney Offices, 7 to the drug prosecution offices, two (2) to the Council Office, and one (1) to the Governor's Policy Office. The Contractor's invoice(s) for these subscriptions shall be submitted to one location to be specified at contract award and each subsequent contract renewal. Each Legal Research Software Subscription shall include a single user license. The single user license shall allow the use of the Legal Research Software by any one user on any one computing device at any one time.

PRICING

On the attached pricing sheet (Attachment B), provide the cost of each license for the initial purchase. Please note that if any other agencies purchase licenses off this contract, the vendor will bill those organizations directly. Vendor should include pricing options to allow upgrade of one or more single user license, to a network license. For purposes of this requirement, a network license shall entitle the licensee to provide simultaneous access to the licensed product by licensed users via network connectivity.

TECHNICAL SUPPORT

During the term of each software subscription, the Contractor shall provide licensed users free same-day telephone technical support from 9:00am to 6:00pm Eastern Time, Monday through Friday, excluding Federal and state holidays.

BILLING

The Contractor shall provide itemized billing invoice for payment. Itemization shall reflect the user's name and organization as well as the type of licensing provided to each user. The billing invoices for each subscription period shall be submitted no later than 60 days after the current subscription period has begun.

TRAINING

The Contractor shall provide at no additional cost, three on-site training programs per year. Given reasonable notice of the time and place, these training programs will be scheduled at the convenience of the Compensation Board and the Commonwealth's Attorneys' Services Council. Training shall cover the basics of the legal research database, all operational and functional features, as well as installation and troubleshooting. The Contractor shall supply all computer equipment and written materials for such training at no additional cost.

Additional (Optional) interactive training should be provided for new subscriptions, newly hired Prosecutors, and newly elected Commonwealth's Attorneys within 21 days of request from either the Compensation Board or the new subscriber user. This interactive training should be provided as a one-on-one telephone tutorial lasting approximately one hour at no additional charge.

REFERENCES

The Contractor must demonstrate a proven record of providing services similar to those defined in Attachment A to customers of similar scope and complexity. The supplier shall supply for each of three positive customer references the following information: contact name, email address, phone number and date(s) services were implemented. Please fill out Attachment C with requested information.

SOLICITATION INSTRUCTIONS

1. EXPLANATION TO BIDDERS:

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and within five (5) working days of the due date for submission of the bid. PRIOR TO SUBMISSION OF A BID, IT IS STRONGLY SUGGESTED THAT THE SUPPLIER READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE EVA WEB SITE WWW.EVA.VIRGINIA.GOV FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA) §§2.2-4300 et seq. of the *Code of Virginia*. Any interpretation required by VITA/the Commonwealth of Virginia will be in the form of an amendment to the solicitation; SEE PARAGRAPH 8 BELOW. Oral explanations or instructions given before the award of the Contract will not be binding.

2. PREPARATION OF SOLICITATION

A. Bid shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Supplier may not submit multiple bids in a single envelope.

B. Bidder is required to enter its Federal Employer Identification Number [FEIN] in the space provided on the cover sheet. It is the Bidder's responsibility to provide the correct FEIN and to keep VITA updated as to any changes in vendor's status.

C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the Pricing Sheet. Where the bid form explicitly requires that the Supplier bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, Supplier should insert the words "no bid" in the space provided for any item on which no price is submitted.

D. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Bidder must pay particular attention to ensure that the bid is properly addressed. VITA is not responsible if the bid is not properly addressed. VITA is not responsible if the bid does not reach the destination specified by the date and time identified on page 1 of the Solicitation. Sealed bids received after the date and hour identified on page 1 of the solicitation are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown on page 1 of the Solicitation, and marked on the outside of the Bidder's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Bidder
Street or Box Number

City, State, Zip Code
Due Date Time
IFB No.

4. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A. Any bids received at the office designated as the Issuing Office on page 1 of the Solicitation after the exact time specified for receipt will not be considered for award.

B. A bid may be amended and/or withdrawn by a Bidder if the office issuing the bid receives a written request before the due date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder on the same IFB.

5. SOLICITATION TERMS AND CONDITIONS

All terms and conditions contained in, incorporated into, or referenced by this solicitation are considered mandatory and are the only terms and conditions governing transactions under any Contract awarded as a result of this solicitation.

If the Bidder includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence and will not be included in any resulting Contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

6. AWARD OF CONTRACT

Bids shall be evaluated and, if award is made, it will be to the responsive and responsible Bidder offering the lowest price. VITA reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

7. AWARD NOTICES

Upon the completion of evaluation, and if award is made, VITA will post a NOTICE OF AWARD (NOA). All award notices will be posted on the Commonwealth's eVA web site (www.eva.virginia.gov).

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

8. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the Commonwealth's eVA web site (www.eva.virginia.gov).

If the bid opening date is extended, the new date and time will be clearly shown on the face of the amendment.

Bidder will be required to sign and return a copy of the amendment with its bid to indicate that it has received the document and is aware of the changes made.

9. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Bidder understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and the person signing the bid certifies that he or she is authorized to sign this bid for the bidder' firm.

10. DEMONSTRATIONS

VITA reserves the right to require the Bidder to demonstrate to VITA's satisfaction that the products offered will perform in a completely acceptable manner and meet or exceed the specifications referenced in the solicitation. The demonstration site and time, if any, is subject to agreement between VITA and Bidder.

11. PROTESTS OF AWARDS

Any protest of award shall be conducted in accordance with the provisions of the VPPA. The Contractor agrees to submit any and all contractual disputes arising from this invitation for bid to VITA's alternative dispute resolution procedures. Reference "Contractual Disputes" in the Terms and Conditions.

12. CONTRACT

Any Contract which is awarded as a result of this solicitation, shall be between VITA and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the Contract. All problems associated with the resulting Contract shall be brought to the attention of the VITA authorized representative.
Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing, to the issuing office.

TERMS and CONDITIONS

This Contract shall be available for ordering by any Authorized User. An Authorized User is defined as any public body, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Notwithstanding all Authorized User's rights to license Contractor's products under this Contract, an Authorized User is under no obligation to purchase or license from Contractor any of Contractor's products. 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 Contractor.

Contractor is required to accept any order placed through the eVA electronic procurement website portal (http://www.eva.state.va.us).

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.

The terms and conditions located at the following URL are mandatory and are incorporated by reference:

http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf

TRANSPORTATION AND PACKAGING

By submitting a bid, bidder certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by the Commonwealth is sent or given, the Commonwealth may immediately procure the items from another source. Once the Commonwealth has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the Commonwealth may charge-back Contractor, in which case Contractor agrees to reimburse the Commonwealth for any difference in cost between the original Contract price and the Commonwealth's costs

to cover from the alternate source. In no event shall the Commonwealth be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the Commonwealth's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All media are subject to inspection and testing by the Commonwealth and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The Commonwealth shall be given thirty (30) days from the completion of installation by the Contractor (or thirty (30) days after delivery if installed by the Authorized User) to test, evaluate and accept the materials, equipment, software and services delivered or furnished under this Contract (provided that the Authorized User, in its sole discretion, may Accept the same prior to expiration of the thirty (30) day period). If the Contractor's materials, equipment, software or services fail to meet the Contract specifications or other requirements, including the specifications of the brand name, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. The Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment; however, acceptance by the Commonwealth following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, equipment, software or services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the Commonwealth after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the materials, equipment, software or services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the Commonwealth may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

TITLE

Clear and unrestricted title to all equipment purchased under this Contract shall pass to the Commonwealth upon Acceptance and payment of the purchase price.

CONTRACT TERM

The initial Contract term shall be for a one (1) year period and may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original Contract. Written notice of the Commonwealth's intention to renew will be given approximately 60 days prior to the expiration date of each Contract period.

BREACH

The Contractor shall be deemed in breach of this Contract if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the delivery date(s) specified herein or in any order issued hereunder; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Contract or any order issued hereunder; (c) fails to comply with any other term of this Contract and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, either the Contractor or its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for de-installation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

LIABILITY AND INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Authorized User's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in

the Software or the Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases 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.

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

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without VITA's written consent, and that any purported assignment or transfer without such consent shall be null and void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. VITA shall promptly notify the Contractor of any assignment notice it receives.

NON-APPROPRIATION

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor 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, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all items specifically listed in the Schedule, and the notes in the Schedule constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, negotiations and undertakings are hereby superseded with respect to equipment and/or software acquired by the Commonwealth under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for equipment acquired under this Contract unless signed by the contract officer, or his alternate as designated by the Chief Information Officer.

PRICE PROTECTION

The Commonwealth shall not pay any costs above those specified in this Contract or set forth on any Order or Attachment referencing this Contract. Contractor agrees and warrants that for all products pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any "Authorized User" as defined herein.

If for any reason, during the term of this Contract, and any renewals thereof, the Contractor enters into a contract with any Authorized User or any similarly situated Commonwealth governmental entity, for the same products or services offered under this Contract which results in a price less than that provided under this Contract, the

Commonwealth shall receive an equivalent reduction in price for such products and services delivered to all Authorized Users under this Contract from the date that the Contractor provided the lower price to the Authorized User. In the event the Commonwealth becomes aware of an Authorized User, who has received such lower prices, during the Term of this Contract, VITA will notify the Contractor of such prices for such products and elect to make the more favorable prices applicable to the Commonwealth from the date those prices were available to the Authorized User.

CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the Commonwealth and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

TERMINATION FOR DEFAULT

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the vendor shall fail to deliver the equipment or services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the Commonwealth may immediately terminate the agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the vendor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this agreement.

TERMINATION FOR CONVENIENCE

This Contract may be terminated for any reason upon thirty (30) days written notice by VITA. There are no additional financial obligations to the Commonwealth upon termination for convenience other than for goods delivered or services rendered prior to termination.

CONTRACTUAL DISPUTES

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

The Contractor may not invoke any available administrative procedure under Section 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 Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

Contractor agrees to submit any and all contractual disputes arising from this contract to VITA's alternative dispute resolution procedures. Contractor may invoke VITA's alternative dispute resolution procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by the Commonwealth, Contractor'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 Contractor's remedies include the right to terminate any license or support services hereunder.

INDUSTRIAL FUNDING ADJUSTMENT

By the 10th day of every month, the Contractor shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Contractor 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 Contractor 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 Contractor 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". Contractor shall remit IFA payments made via check to VITA, Attention VITA Controller. Contractor 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.

SMALL BUSINESS, WOMEN AND MINORITY-OWNED BUSINESSES (SWAM)

When such business has been subcontracted to such firms, the Contractor agrees to furnish the VITA Contract Administrator with monthly reports that include the following information: name of the SWAM-owned firm, contact name and phone number, total dollar amount subcontracted and type of product/service provided by the subcontracted firm.

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. 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 order/payment transaction processed through the Commonwealth of Virginia's contract with American Express (AMEX). Each order must not exceed $5,000, or the then-current charge card limit.

iii). 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.

INVOICING

Supplier shall remit each invoice to the bill to address provided with the order promptly after all Software or Services have been accepted. Payment for Software support Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in Attachment 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 Attachment B, or as noted in any executed order referencing this Contract. Invoices issue by the Supplier shall identify at a minimum:

iv). Software or Service type and description

v). Quantity, charge and extended pricing for each Software and/or Service item

vi). Applicable order date

vii). This Contract number and the applicable order number

viii). Supplier's federal Employer Identification Number (EIN).

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.

PURCHASE AND 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 shipped. Charges for Software or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

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. All payment terms are net 30 days after Acceptance.

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 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.

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.

CONFIDENTIALITY

2. 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).

3. 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.

4. 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..

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.

SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of VITA's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by VITA and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold VITA, its 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, its officers, directors, agents or employees, on account of the failure of Supplier to perform obligations pursuant to this Section.

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.

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.

SURVIVAL

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

NO WAIVER

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

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.

ATTACHEMENT A
LEGAL RESEARCH SOFTWARE SUBSCRIPTION REQUIREMENTS

The required Legal Research Software CD Subscription shall include all necessary software, searchable databases, software licensing, user guides/manuals, and monthly updates to provide Virginia prosecutors complete and comprehensive legal research capabilities, with respect to the databases specified herein, as may be required to properly discharge their duties.

Carefully review each requirement. In the column marked "Y or N", state either Y for yes, indicating your software meets that requirement or N for no, indicating your software does not meet the requirement. Please note that if you answer "N" to any cell, you response to this IFB will be considered non-responsive.

No.	Requirement	Y or N
1.	Each Legal Research Software Subscription shall include CD media and a user's guide/manual. Each CD shall be clearly labeled as to content and month/year through which the database content has been updated.	Y
2.	The software will be compatible with Windows 2000, Windows XP, Windows NT 4.0 or later, and Novell operating systems.	Y
3.	The Legal Research Software will provide full text search capabilities.	Y
4.	Does the searchable database include (but is not limited to) the following: **Commonwealth of Virginia**	**No answer required for this cell**
	Opinions of the Virginia Supreme Court (from 1925 to current date)	Y
	Opinions of the Office of the Virginia Attorney General published (from 1968 to current date) and unpublished (from 1994 to current date including conflicts of interests opinions)	Y
	Selected Opinions of the Circuit Courts	Y
	Opinions of the Virginia Workmen's Compensation Commission (both published (from 1985 to current date) and unpublished (from 1993 to current date))	Y
	Opinions of the Virginia State Bar (ethics) (from 1980 to current date)	Y
	The Code of Virginia (current)	Y
	The Virginia Constitution (current)	Y
	The Rules of the Virginia Supreme Court (current)	Y
5.	Does the searchable database include (but is not limited to) the following: **United States of America**	**No answer required for this cell**

	Opinions of the US Supreme Court (from 1949 to current date)	Y
	Opinions of the US Court of Appeals for the Fourth Circuit (from 1972 to current date)	Y
	Opinions of the US District Courts of Virginia (both Western and Eastern District) (from 1988 to current date)	Y
	The United States Constitution and the US Code (current)	Y
	Federal Civil Rules of Procedure (current)	Y
6.	Is the database updated monthly?	Y
	Does each monthly update include	**No answer required for this cell**
	Appropriate updates of the specified database to previous month's subscription CD database content?	Y
	Replace, in their entirety, the previous month's CD(s)?	Y
	Are monthly updates distributed in a timely manner?	Y

ATTACHEMENT B
PRICING

Purchase of 131 Subscriptions	Total Purchase Price for 131
	$ 55,020.00

OPTIONAL PRICING

Network License Options. Please use additional lines to give breakdown costs for network license fees (i.e. 0-10 users, ect.)	
	Concurrent use permits will be available
	at the standard retail price of $139.00
	each, which price is subject to change.
Single Concurrent License Fees. Please fill out each category and provide pricing.	
0 – 25 Single Concurrent User License	$ See above per license
26 – 50 Single Concurrent User License	$ See above per license
51 – 75 Single Concurrent User License	$ See above per license
76 – 100 Single Concurrent User License	$ See above per license
101–125 Single Concurrent User License	$ See above per license
126-150 Single Concurrent User License	$ See above per license
151-175 Single Concurrent User License	$ See above per license
176-200 Single Concurrent User License	$ See above per license

A signed acknowledgment of this amendment should be received by the issuing office either prior to the Bid due date and hour, or attached to your Bid. A signature on this amendment does not constitute your signature on the Bid. **The Bid must also be signed.**

Geronimo Development Corporation
Name of Firm

, President
Signature/Title

May 3, 2006
Date

ATTACHEMENT C
REFERENCES

Contact Name	Email	Address	Phone #	Date of Implementation
Hon. Robert Bushnell, Commonwealth's Attorney	bbushnell@co.henry.va.us	Henry County Courthouse Bldg. 3160 Kings Mtn. Rd., Suite D Martinsville, VA 24114	276-634-4500	1/96
Hon. Jonathan Thacher, Circuit Court Judge	jthacher@fairfaxcounty.gov	4110 Chain Bridge Rd., Fairfax, VA 22030	703-246-4343	4/93
Hon. William Petty, Judge, Va. Ct. of Appeals	wpetty@courts.state.va.us	Court of Appeals of Virginia c/o Lynchburg Circuit Court P.O. Box 4 Lynchburg, VA 24505	434-455-2610	1/96