Commonwealth of Virginia
Virginia Information Technologies Agency

VIDEO PRODUCTION AND STREAMING MEDIA SERVICES

Date:	July 9, 2008
Contract #:	VA-040730-YORK
Authorized User:	State Agencies, Institutions and Other Public Bodies
Contractor:	York Telecom Corporation 81 Corbett Way Eatontown, NJ 07724
FIN:	22-2624906
Contact Person:	Rebecca Kane Phone: 732-413-6000 ext. 7117 Fax: 732-413-6060 Email: contracts@yorktel.com
Contract Price List:	See Appendix A
Term:	August 8, 2008 – August 7, 2009
Delivery:	30 Days ARO
Shipping:	FOB Destination
Payment:	Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management Division

Jimmy MacKenzie
Strategic Sourcing Specialist
Phone: 804-416-6247
E-Mail: james.mackenzie@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

CONTRACT #VA-040730-YORK

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 extends contract term	8/8/06
2	Mod 2 extends contract term	8/8/07
3	Revises Appendix A	10/16/07
4	Mod 3 updates IFA language in contract	1/11/08
5	Mod 4 extends contract term	8/8/08

VITA: Prior review and approval by the Virginia Information Technologies Agency (VITA) is required for purchases in excess of $100,000.00 for State Agencies and Institutions only.

MODIFICATION #4
TO
CONTRACT NUMBER VA-040730-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and York Telecom Corporation, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-040730-YORK (the Agreement), as modified.

The purpose of this Modification #4 is to document both parties' agreement to extend the term of this contract from August 08, 2008 through August 07, 2009.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040730-YORK 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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: R Kane	BY: [signature]
NAME: Rebecca Kane	NAME: Doug Crenshaw
TITLE: Contracts Admin	TITLE: Strategic Sourcing Manager
DATE: 7/8/08	DATE: 07/08/08

MODIFICATION #3
TO
CONTRACT NUMBER VA-040730-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth," and York Telecom Corporation, hereinafter referred to as "Contractor."

Reference Contract VA-040730-YORK, Page 62, Paragraphs 27 and 28, respectively entitled "Contractor's Report of Sales," and "Industrial Funding Adjustment." Both Commonwealth and Contractor do hereby to replace the language in the above reference of the Contract with the following revised language effective as of the date signed by Contractor below.

"Supplier's Report of Sales and Industrial Funding Adjustment
By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales" A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/scm/default.aspx?id=4450 under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/scm/default.aspx?id=4450 under "Supplier Reporting".

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

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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: R Kane	BY: Doug Crenshaw
NAME: Rebecca Kane	NAME: Doug Crenshaw
TITLE: Contracts Admin	TITLE: Strategic Sourcing Manager
DATE: 1/4/07	DATE: 1/7/07

MODIFICATION # 2
TO
CONTRACT NUMBER VA-040730-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM 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 YORK TELECOM 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-040730-YORK, as modified.

Both of the above referenced parties agree to the following:

Reference: Page 64, paragraph 31, entitled "Term":

The term of Contract VA-040730-YORK shall be extended from August 8, 2007 through August 7, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040730-YORK 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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: RKane	BY: Doug Crenshaw
NAME: Rebecca Kane	NAME: Doug Crenshaw
TITLE: Contracts Admin	TITLE: Strategic Sourcing Manager
DATE: 7-16-07	DATE: 7-16-07

MODIFICATION #1
TO
CONTRACT NUMBER VA-040730-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and York Telecom Corporation, hereinafter referred to as "Contractor".

Reference Contract VA-040730-YORK, Page 64, Paragraph 31 entitled "Term"

Both above-referenced parties do hereby agree to extend the term of the Agreement from August 8, 2006 through August 8, 2007

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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: R. Kane	BY: Gay Crenshaw
NAME: Rebecca Kane	NAME: Gay Crenshaw
TITLE: Contract Administrator	TITLE: Strategic Sourcing Mgr
DATE: 6.26.06	DATE: 6-26-06

Virginia Information Technologies Agency

expect the best

Supply Chain Management (SCM)

COMMONWEALTH of VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

SUPPLY CHAIN MANAGEMENT
110 SOUTH 7TH STREET
RICHMOND, VIRGINIA 23219

VITA STATEWIDE TERM CONTRACT: **VA-040730-YTC**

CONTRACTOR / PARTNER

COMPANY NAME:	**York Telecom Corporation**	**SALES CONTACT:**	**Mark Maxey**
ADDRESS:	**4480 Cox Road**	**TITLE:**	**Director of Media Services**
CITY/STATE/ZIP:	**Richmond, VA 23060**	**PHONE NO:**	**703-608-1040**
FEIN:	**222624906**	**FAX:**	**(732) 413-6060**
WEBSITE URL:	**http://www.yorktel.com**	E-MAIL ADDRESS:	**mark.maxey@yorktel.com**

[The following information is for VITA internal use only.]

Services:	**Video Production and Streaming Media Services**
Authorized Contract Users:	**VA Agencies, Institutions and all other public bodies**
Contract Term:	**Two (2) years, with three optional one (1) year renewals**
Pricing (Not-to-Exceed):	**Standard order process for Products in "Attachment C"**
Delivery:	**30 days After Receipt of Order (ARO)**
Shipping Costs:	**FOB Destination**
Additional Discounts:	**None**
RFQ Process:	**Available for large, non-standard order purchases**
RFQ Categories:	**Video Production and Streaming Video Services**
Installation Services:	**Optional, Available**
Warranty/Maintenance:	**Provided as specified in each quotation**

VITA SCM Contacts:

Contract Information	**Contract Administration/Compliance**
John J. Tackley, VCO	*SCM Contracts Administration*
Voice: (804) 371-5930	*(804) 371-5900*
Fax: (804) 371-5969	*(804) 371-5969*
E-mail Address john.tackley@vita.virginia.gov	contracts@vita.virginia.gov

[The above information is for VITA internal use only.]

VITA CONTRACT AND MANUAL

A Guide to Acquiring
Video Production and Streaming Media Services
From

Contract VA-040730-YTC

July 30, 2004

York Telecom Corporation
81 Corbett Way
Eatontown, NJ 07724
Email: mediaservices@yorktel.com
Phone: 703-608-1040 (Virginia Office)

SUPPLY CHAIN MANAGEMENT

Partners in Service to the Commonwealth's IT Community

VITA CONTRACT and MANUAL

Preface

This VITA *Contract and Manual (VCM)* is published under *Commonwealth of Virginia* Contract Number VA-040730-YTC. Its purpose is to set forth both a description of how to acquire services from York Telecom Corporation via VITA's Video Production and Streaming Media Services contract, and a listing of the contract's Terms and Conditions.

Copies of this *VCM* are available to all Commonwealth of Virginia agencies and other public bodies either in hard copy or in electronic format from the VITA Supply Chain Management web page at: **www.asd.virginia.gov/contract/abstracts/VA-000000-YTC.html**

Any state agency or other public body interested in obtaining Services should be familiar with the contents of this VCM. It describes the YORK TELECOM Master Contract, the YORK TELECOM team participants, and all aspects of how to use the contract.

York Telecom Points of Contact:

Mark Maxey, Director of Media Services
Phone: 703-608-1040
Fax: (732) 413-6060
Email: mark.maxey@yorktel.com

Ken Scaturro, Senior Vice President
Phone: (240) 898-2400 ext. 2229
Fax: (732) 413-6060
Email: kscaturro@yorktel.com

Roger Wesenyak, Contracts Officer
Phone: (732) 413-6000
Fax: (732) 413-6060
Email: rwesenyak@yorktel.com

VITA SCM Points of Contact:

John Tackley, SCM IT Acquisitions Manager
Phone: (804) 371-5930
Fax: (804) 371-5969
Email: john.tackley@vita.virginia.gov

Robert Gleason, SCM IT Acquisitions Manager
Phone: (804) 371-5923
Fax: (804) 371-5969
Email: robert.gleason@vita.virginia.gov

SCM Contract Administration
contracts@vita.virginia.gov

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1.0 Industry Partner Introduction

1.1 York Telecom Corporation

a. Company History

York Telecom Corporation has been providing state-of-the-art visual communications solutions to government and commercial clients for almost 20 years. Offering turn-key, totally-managed communications solutions, York Telecom is a recognized leader in the areas of video production, postproduction, streaming media, global intelligent content delivery, video system design, analysis, integration, operation, and support, including a global network of installation engineers; permanent on-site operations staff, and 24/7 help desk support.

Engineering and operational excellence in a wide range of audio and video technologies has established York Telecom as a visual communications leader. The broad range of video-related services in which York Telecom excels has ensured the company's success and growth since the company's inception in 1985.

b. Success

York Telecom's depth of experience in providing sophisticated user communities with complex, state-of-the-art visual communications services and support, uniquely qualifies York Telecom to assist the Commonwealth of Virginia and provides the assurance that York Telecom will be there throughout the lifecycle of the contract, and beyond.

York Telecom holds a number of long-term federal and civilian contracts with some of the largest and most sophisticated user communities. These include the Department of Energy, Social Security Administration, Department of Defense, Defense Information Systems Agency, Federal Highway Administration, USO and AT&T Government Solutions, among others. York Telecom commercial clients include multinational Fortune 500 firms such as Mars Inc., Johnson & Johnson, Eli Lilly, NYSE, Lehman Brothers, AT&T Commercial, and Dow Chemical. York Telecom in partnership with AT&T recently won the Commonwealth of Kentucky contract to provide engineering and operational services for 1400 plus visual collaboration locations.

c. Best Business Practices

York Telecom has bundled its almost 20 years of expertise and lessons learned supporting large, complex Federal clients and developed best business practices that York Telecom is now providing to its commercial clients. Ongoing internal education and training, and continual evaluation of emerging technologies and industry trends ensure that throughout the life of the contract, the Commonwealth will continue to receive the highest level of operational support and vision with regard to future technology strategies that exceeds the expectations and requirements set forth by the Commonwealth in the contract award.

York Telecom will not be merely a supplier to the Commonwealth, but rather it will serve as an advisor and strategic partner. The team will collaborate with the Commonwealth and serve as honest brokers, vendor neutral and, as such, can leverage its expertise and vision to advise Commonwealth and collectively develop and implement a strategic vision for the future growth and success visual collaboration initiatives within the Commonwealth of Virginia.

d. Locations

York Telecom Corporation is a minority-owned, privately-held company with headquarters in Eatontown, New Jersey, and field offices in the metro Washington, DC area, Virginia, Florida, Georgia, Arizona, New York, California, and Hawaii. The company has an international field service organization.

e. Diversity Statement

York Telecom Corporation, a privately held, America-based company, is certified by the National Minority Supplier Development Council (NMSDC) as a minority owned company. York Telecom Corporation is recognized by the U.S. Small Business Administration as a small, disadvantaged minority-owned business.

York Telecom Corporation Founder and Chief Executive Officer York Wang is an Asian-Pacific American. Additionally, 40% of York Telecom Corporation's management are minorities, and 20% are women.

Diversity is prevalent throughout all levels of York Telecom Corporation's personnel structure:

26% of York Telecom employees are female.

31% of York Telecom employees are minorities.

York Telecom Corporation meets the Commonwealth's diversity policy guidelines. The annual contract value serviced by minority supplier York Telecom Corporation is greater than 51%.

1.2 York Telecom Media Services Team

York Media Services is the division of York Telecom devoted to the successful creation, promotion and distribution of audio and video. Lead by an award-winning team of motion picture, television and broadcasting industry veterans, York Media Services has an unequalled record of success and expertise in the areas of video production, video and audio postproduction, editorial and creative services, transmission and distribution, satellite media tours, radio media tours, video news releases, live television studio production and master control of multiple 24/7 cable networks.

York Media Services' team is even further enhanced through its long-standing partnership with broadcast and streaming media industry leaders including Atlantic Video and all industry leading distributed content delivery networks, including AT&T, Speedera, Globix, Akamai, Savvis (formerly Digital Island) and others.

York Telecom remains CDN agnostic to ensure that, in the rapidly evolving content delivery market where CDN companies rise and fall at an alarming rate, York Telecom provides the Commonwealth the peace of mind and assurance that its needs will be met. York Telecom will serve as an honest broker, able to provide the Commonwealth with the best-in-class CDN services throughout the life of this contract.

Collectively, the team of York Telecom and Atlantic Video have invested millions of dollars in state-of-the-art equipment and own full studio production, postproduction and field production facilities in Manhattan and Washington, DC., and field production and postproduction facilities in Maryland, Virginia, New Jersey and California.

1.3 Keys to York Media Services' Success

a. Experienced Team

The creative, production and technical teams at York Media Services comprise many of the brightest visionaries in the industry. The team, assembled from leaders in the motion picture, television and broadcast industry, collectively has won multiple Emmy Awards and over a dozen Telly Awards and received numerous other forms of industry recognition.

b. Superior Technology

With over $40 million invested in state-of-the-art production, postproduction, studio production and transmission facilities, including the first high-definition television studio in New York City, we provide our clients with the technology and experience needed to achieve spectacular results.

c. Vision

Our writers, directors, designers, editors, producers, technical directors, sound designers, and studio and field production crews guide our clients through the creative, production and postproduction process to achieve stunning results consistently, on-time and within budget.

1.4 Successfully Serving the Commonwealth of Virginia

York Media Services meets and exceeds the requirements outlined in the Commonwealth RFP. York Media Services will provide the Commonwealth state-of-the-art studio facilities; the same facilities that our clients CNN, ESPN, ABC, NBC, CBS, PBS, BBC, A&E, Discovery, and MTV have used.

York Media Services will also provide the Commonwealth postproduction facilities that are not only beautifully appointed and comfortable work environments but that also possess the latest and greatest on line and off line postproduction tools available today including: Avid Media Composer, Avid Express, Quantel Editbox, Discrete Logic Smoke* and Inferno*, Quantel HAL Express, and Protools.

Field production and transmission capabilities are provided throughout Virginia and the Washington, DC metropolitan area. Personnel and equipment can be mobilized on a moment's notice. From simple Electronic News Gathering (ENG) crews to sophisticated multi-camera switched location shoots broadcast live via satellite from the field, our team has the experience, equipment and expertise to handle the Commonwealth's needs throughout the life of this contract.

Creative services are lead by an Emmy Award-winning team whose recent projects for broadcast and cable television include the creation, development and production of a 13-part original series for the Animal Planet network, two sports news and entertainment programs broadcast daily on ESPN, an MTV special featuring U.S. Secretary of State Colin Powell, and the PBS co-production Millennium 2000.

York Media Services will provide full global streaming media services that include live Internet broadcasts, video-on-demand, and interactive multimedia to be used for online presentations, internal and external communications, distance learning, and online town meetings.

As one of the few companies certified to provide secure visual communications solutions to the Federal government, York Telecom is one of the only vendors able to provide the Commonwealth with the ability to conduct secure interactive video communications.

In business since 1985, York Telecom has an almost 20 year history of success and is financially sound, providing the assurance that the needs of the Commonwealth will be met throughout the lifecycle of this contract and beyond.

2.0 Requests for Quotation (RFQs)

2.1 RFQ Process

For all major acquisitions, except incidental purchases from the contractor's eVA catalog, or punch-out catalog, contract users should contact at least two contractors to request a quotation.

A full and complete description of requirements must be provided in order to insure an accurate RFQ response is obtained from each contractor.

2.2 RFQ Submission

All RFQs will be issued via e-mail to the e-mail address identified by each contractor firm, unless specified otherwise below.

2.3 RFQ Response

Contractor will prepare a detailed, priced offer and respond within seven (7) days from the date of the RFQ. The contractor's contract number must be referenced on all quotes sent in response to all RFQs. Face to face meetings and phone conferences may be requested by any contract user to facilitate each party's complete understanding of what is being acquired. In all but the most complex cases, meetings and conferences will not delay the seven (7) day response time. In these instances, the party's may mutually agree to a response date and a delivery date.

2.4 York Telecom Quotation Procedure

York Telecom is fully committed to meeting the Commonwealth's procurement needs in the most efficient and timely manner. To enable maximum efficiency for Commonwealth staff, York Telecom will provide multiple methods for obtaining quotations.

a. eVA Procurement Portal

York Telecom's product and service offerings, descriptions and pricing will be available through the Commonwealth's eVA catalog and procurement portal.

ALL ORDERS ARE TO BE EXCLUSIVELY PLACED IN eVA.

b. York Telecom Supplied VITA Web-based Request for Quotation Portal

A secure customer portal will be provided for the Commonwealth from which quote for all York Telecom products and services can be requested, maintenance/trouble tickets opened, traffic reporting and analysis can be viewed, and documentation can be accessed and downloaded.

An intuitive web-based graphical user interface will walk Commonwealth staff through the entire RFQ process, indicating event title, description, date(s), start times, stop times, desired streaming formats, desired bit rates, security (e.g., public vs. private event, encryption on/off, password required on/off), publishing points, archive portal location (for automatic media publishing), production requirements such as number of cameras, audio requirements, sound reinforcement requirements, captioning needs, staging, lighting, etc.

This tool will walk the user through each step of the process to complete the services request and will then be fed into our Oracle-based backend automation system. This will ensure the proper notifications, sign-offs and approvals are given as defined by the Commonwealth business rules.

Upon approval by the Commonwealth, the eVA Direct Order then feeds into the production schedule where Event Managers will review the requirements, schedule the event, book the appropriate crew and equipment resources, and fulfill all other aspects of swift and accurate completion of the services request.

This system, in turn, feeds into the web-based customer portal through which numerous types of reports can be generated, and feeds into our accounting and financial systems.

The customer portal and intuitive, user-friendly, web-based services request system ensures that the Commonwealth will always have access to request services and monitor the progress/status throughout the lifecycle of the request.

c. Written Request via Electronic Mail

The Commonwealth may elect to use a York Telecom supplied user-friendly Request for Quotation form created in Microsoft Word. This intuitive document list services, variables and pricing, and enables the Commonwealth to submit quote requests through electronic mail as an alternative to the eVA portal.

All Commonwealth requests may be submitted to mediaservices@yorktel.com.

d. Telephone

Telephone inquiries and questions may be directed to York Telecom's Virginia-based Media Services office at 703-608-1040.

3.0 LISTING OF SERVICES, PRICING & CONTRACT USAGE INSTRUCTIONS

3.1 SERVICES: All services are contained in "Appendix A – Price List".

3.2 PRICING: All pricing shown in "Apendix A" is Not-to-Exceed pricing for the term of this contract. All "Percentage Discounts" indicated are fixed for the entire term of this contract. For services acquired through the standard order process, pricing will be determined by the contractor's current eVA catalog. For services acquired through the RFQ order process, pricing will be determined by each contractor's quotation. Separate pricing may be submitted for Government vs. Academic to account for higher discounts to education and, if offered, are indicated in the eVA catalog.
It is important to remember that the net price indicated in the original price list, Appendix A, is a "not-to-exceed" price. A Contractor may opt to be more competitive than this price for a specific purchase or a specific authorized user, but pricing shall never exceed the net price indicated in Attachment C.

3.3 CONTRACT USAGE INSTRUCTIONS:

A. **<u>Standard Order Process:</u> Direct Orders placed in eVA, without the benefit of a quote from the contractor, are considered an order using the standard order process. This process is normally used for small, incidental items.**

In the standard process, authorized users will refer to a catalog-type Product/Price List, which will be available on eVa, to determine pricing for the required service. The authorized user will determine (on its own or by working with a contractor) the required specifications for the purchase. The authorized user will then place an order on eVA for that service configuration. The pricing for that service will not exceed (but may be lower than) the net price indicated for that service in the eVA catalog.

B. **<u>Request for Quote (RFQ) Order Process:</u> This process involves contacting one or more Video Production and Streaming Video contractors and requesting formal written quotes be provided. An eVA Direct Order, based upon and referencing the quote received is then issued. This process is normally used for all but small, incidental purchases.**

In some instances, authorized users may be purchasing a very large or complex configuration of services that justify price breaks above-and-beyond those offered in the "not-to-exceed" pricing indicated in the eVA catalog price lists. In this case, authorized users may complete and issue a Request for Quotation, or RFQ. In most cases where an RFQ is used, the authorized user will define the specifications of the required service(s) and issue the RFQ to the appropriate contractors. Contractors will respond to the RFQ with qualitative responses (if requested) and a price quotation. Each Quotation provided by contractors must reference this contract number and provide a unique quote number to be referenced when an order is placed. Authorized users may not sign any other contractor agreements or

documents of any kind, as a condition of the contractor accepting the order. Generally, the authorized user will select the contractor offering the lowest total cost proposal; however non-price factors may be included in the evaluation criteria for a given RFQ. The evaluation criteria, format, timing, and requirements will be clearly outlined on the RFQ document. In some situations, the authorized user may not identify the exact specifications required. If this is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications. Any purchase that is a result of the RFQ process will be subject to the Terms and Conditions specified and outlined in this Contract and any subsequent modifications. Additional Terms and Conditions may be requested or mandated within the RFQ document.

3.4 Availability of Services: Contractors will agree that there will be no cancellation of listed services without an equal and acceptable replacement approved by the designated Commonwealth of Virginia representative during the term of the agreement. Contractors will communicate discontinuation of any services to the contract officer in writing within five (5) business days. In such instances, Contractors will work with the contract officer(s) to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Contractors will be prepared to offer detailed quarterly reports if requested by the Commonwealth, displaying removed SKUs off of contract list and suggested replacements. Contractors will offer suggested replacements of discontinued services at least 30 days prior to substitution, including replacement SKU, description, and contract price.

3.5 Ordering Methods: The Commonwealth requires that contractors accept orders via the eVA system. Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Authorized User is responsible for placing its own orders, which may be accomplished by eVA Direct Order, written purchase order, telephone, fax or computer on-line systems (eVA Punch-out catalog). The Contractor may also provide customized websites to enable online orders by institutions of higher education, local and municipal governments. Shipping and billing addresses will be included on the individual Orders of Authorized Users referencing this Contract.

3.6 eVA Orders: Upon receipt of quotations, contract users may choose the quote that best meets their needs, offering the best value for the acquisition; price alone need not be the sole deciding factor.

A confirming order, which references the contractor's quote number and contract number, will be sent via eVA. A copy of the quotation may also be attached to the eVA order.

Please refer to the eVA Ordering section of the eVA website for step-by-step instructions regarding how to place an eVA order, located at www.eva.state.va.us.

3.7 Payment Options: Authorized Users pay by check, electronic funds transfer, or with the Commonwealth's authorized procurement (charge) card. Contractor(s) shall accept the Commonwealth's card for single purchases under the per transaction limit for the respective Agencies/Institution of Higher Education.

3.8 Freight Policy: <u>All shipments will be F.O.B. Delivered to the specified location.</u> Contractor(s) is responsible for filing and expediting all freight claims with the carrier. The Contractor will pay title and risk of loss or damage charges. Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior written approval only). Rush delivery that occurs as a result of the Contractor's error will be free of charge.

3.9 Shipping: A packing label will be on each box and include the following items, visible on the outside of the box:

- Authorized User
- Address
- Department and floor
- Contact Name
- Telephone number

A packing slip will also be included with each shipment, which will include at least the following information in no particular order:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit Price
- Number of parcels
- Purchase Order Number
- Agency name and department
- F.O.B. (destination)
- All information contained on the packing label

3.10 Return of Product: Any materials delivered in poor condition, in excess of the amount authorized by the eVA Direct Order or other or not included on the requisition form or purchase order may, at the discretion of the Authorized Users, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once contractor receives returned goods.

If any product is returned to a Contractor for failure of performance, the Contractor will, at the Commonwealth's discretion, refund all amounts paid to the Contractor for such product or replace the product, and the following shall apply:

- Within twenty (20) days of written notification by the using Authorized User, the Contractor will make arrangements for the return of the product.
- All shipping and insurance costs will be borne by the Contractor.

- Contractor will be liable for damages to the product, unless caused by fault or negligence of the Agency that occur during the return process.
- If the product is returned to the Contractor for any other reason, then the Agency will be responsible for all costs associated with the preparation of the product for shipping, and for shipping costs to the Contractor's nearest service location.

3.11 Post-Order Customer Service: The Contractor(s) will provide all of the designated Authorized Users a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative will be available during Contractor's operating hours. All service representatives will have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State-wide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 # preferred). Both Authorized Users and the Contractor(s) will commit to quarterly reviews of internal customer satisfaction and will make consistent efforts to improve customer satisfaction.

4.0 Video Production and Streaming Media Services

Our Emmy Award-winning field production crews can provide live satellite remotes or B-roll coverage on a moment's notice, shooting in High Definition, Digital Beta or Beta SP. Multi-camera switched remote shoots can be switched and mastered from within our 35' mobile production truck, and our satellite uplink and downlink trucks ensure that we can truly broadcast from anywhere at any time.

4.1 Video Cameras and Production Equipment

- Ikegami HL-V59W BetaSP with a Canon 7.8-164mm lens, f1.8
- Ikegami HL-V59W BetaSP with a Canon 8-120mm lens, f1.7
- Sony HDW-700A High Definition Digital Betacam with a Canon 7.8-144mm lens, f2.2
- Sony DVW-700WS 16:9/4:3 Digital Betacam with a Canon 8-160mm lens, f1.7
- Canon XL-1s Mini DV with a Canon 16x 5.5-88mm lens
- Chrosziel 4x5.650/4x4 matte box
- Shade FX 4x4 matte box
- 4x4 Tiffen filters-Black Pro Mist (1, ½, ¼ ,1/8); Pro Mist (1/8); Polarizer; Soft Effects (1/2); Low Contrast (1/4); 812
- Vinten 2 stage carbon fiber tripods with Vision 22 or Vision 100 heads
- Sony 8" color field monitors
- Ikegami 1003 8" HD color monitor

4.2 Tungsten Lighting

- Arri/Mole kit with (2) Mole 300w fresnels & (2) Arri 150w fresnels
- Arri kit with (1) 1000w open face & (2) 650w fresnels
- Arri kit with (2) 300w fresnels & (2) 150w fresnels
- Chimera VideoPro small lightbanks with 90 degree collapsible grids.
- Rings for the Arri 650w & the Arri 1k open face.
- Mole 1000w Baby fresnel, Type 3081
- Mole 2000w 8" Junior Solarspot, Type 5291
- Mole 2000w Baby Junior, Type 4131
- Mole 2000w Zip softlight, Type 2591
- Various grip & electric gear

Cast of "Gods and Generals"

4.3 Field Audio Flight Packs

- Shure FP-33 mixer
- 3 Tram Lav mics
- Quick Connect Cables
- Mic Lines
- Numann KMR-82 Boom mics
- Full compliment of wireless and wired mics and stands.

On location with Sheryl Crow

4.4 Multi Camera Flight Packs

- 1 Grass Valley Switcher 1200
- 6 Flight Pack Monitors 6" ITC
- 6 Flight Pack Monitors 9" Panasonic
- 6 Flight Pack Monitors 9" IKE
- Up to 100' of Triax Per Camera
- 2 Waveform Vector/Waveform Scopes
- 3 Glitch Switchers
- 1 RTS Communications System
- 1 16 Channel Audio Mixer Standard
- Cameras/CCUs (up to 6)
- Digital Output Cameras (DXC-D30, Ike 59 or Ike 388) Includes Tripods & Studio Configuration view finder & zoom/focus controls.
- CCUs
- VTR's (up to 6)
- Beta SP VTR
- Digi Beta VTR
- CG
- Chyron Maxine (Single Channel)
- Chyron Max (Two Channel)
- Pinnacle Stillstore or Equivalent
- Streaming Media Encoders

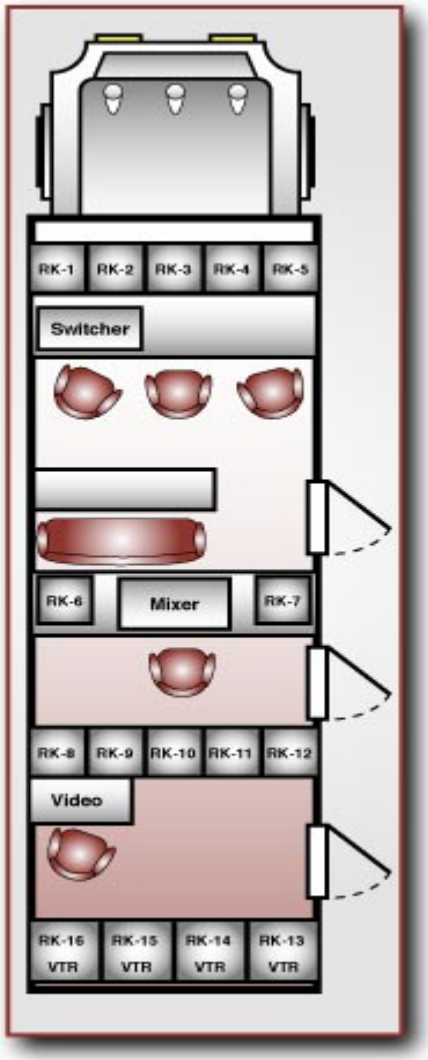
WWE's Bradshaw and Soldier

Live multi-camera switched shoots and Jumbotron for Large Concerts

4.5 Large Production Master Control Trucks

- 35' Production Truck
- Four Ikegami HK355P

- Two Ikegami HL-57
- Two Canon 45x9 lenses
- Two Canon 18x9 lenses
- Two Canon 13x9 lenses
- One Canon 8x6 lenses
- Two LPS cameras for game clocks, etc.
- Vinten camera support
- Grass Valley 3000 - 2 M/E switcher
- Abekas A-53 DVE
- Chyron Infinit '060 character generator
- Abekas A-42 two channel still store
- Four frame syncs
- Three Sony BVW-75 Betacam-SP vtrs
- Sony slow-motion controllers
- Programmable monitor wall and tally system
- Nine-channel RTS intercom
- 8-channel RTS 4000 IFB system
- Yamaha 32-channel audio console
- Digi-Cart digital audio recorder
- 5000' of triax cable
- Telos Link telephone to RTS interface
- Three Gentner telephone interfaces
- CD player, cart machine, cassette recorder
- Two-way radios
- Grass Valley 20x10 routing system
- Complete microphone complement



4.6 Large Satellite Uplink Truck

Larger model of our current KU transmission units. It is a Wolf Coach box on a new Mack chassis. Uplink truck is redundant, phase-combined, and provides both analog and digital services. In addition to these features, a full complement of audio and video support equipment is available:

- Production switcher & three cameras available for use as a combination Production/Uplink Truck
- Andrew 2.3 meter antenna with 3-port feed
- Two MCL 10999 300 watt KU HPAs
- Two Advent KU exciters with three audio subcarriers
- Studio Technologies Model 750 stereo audio mixer
- Grass Valley 8500-series video and audio distribution amps
- Betacam SP or DVC Pro playback and record available
- Three cellular phones with RJ-11 interfaces
- Wired for four incoming phone lines
- 2 Divicom MV-10 MPEG-2 Encoders
- Dish Network DSS receiver
- Pesa 16x2 Video/audio routing switcher
- Three satellite receivers
- Sony SEG-2550 switcher
- Four channel RTS IFB system
- Two channel RTS intercom system
- Two frame syncs
- Gentner telephone interface
- 20 kW Onan Generator
- Telos Link telephone to RTS interface
- Hydraulic Stabilizers

4.7 Small Satellite Uplink Truck

Compact. Convenient. Powerful. Proves big things come in little packages! When an event has to be transmitted from tight surroundings like city streets; this U/L has it all! SNG economy without any loss of big-truck quality. Low vehicle height and light weight - just 8600 lbs. manned and loaded on a Ford E-350 chassis.

- Two 7.0 kW Onan Generators
- 1.2 meter Sierracom antenna
- Two Xicom 400 watt HPAs
- Two LNR exciters with 2 audios
- Analog and Digital Ku receivers
- 2 Divicom MV-10 MPEG-2 Encoders
- 8x8 video-audio routing switcher
- Betacam SP or DVC Pro playback and record available
- Direct TV DSS dish
- Studio Technologies 750 mixer
- Studio Technologies IFB-Plus
- Telos One telephone interface
- Telos Link RTS interface
- Two cell phones interfaced to RTS and IFB
- Satellite phone
- Motorola two-way radios
- Hydraulic stabilizers
- Power requirements: 208 volt single phase, 60 amps

4.8 Media Transmission and Distribution

a. Video News Releases (VNR)

Produced in a style that mirrors a traditional news story, a VNR includes background information on your issue, compelling visuals, relevant soundbites, and narration. The VNR is structured for easy editing to suit the needs of individual stations. VNRs are typically distributed via satellite to ensure their timely use.

b. Bites and Cover

Bites & Cover packages convey a message to stations using sound bites and b-roll, enabling reporters at stations around the country to create their own story. ATLANTIC VIDEO media relations team handles all production assigning an experienced producer to oversee all elements of the production.

c. Satellite Media Tours (SMT)

When time or budget constraints prohibit your spokesperson from going on the road, a SMT is an excellent alternative. From one central location, your spokesperson is interviewed via satellite by many different stations. SMTs are most successful when they focus on an issue of the day or feature a nationally recognized spokesperson.

d. PSA Distribution

Atlantic Creative can produce your PSA and Atlantic Media Relations can handle the distribution aspects. PSAs are also Sigma encoded and tracked for a minimum of 26 weeks. ATLANTIC VIDEO media relation team will pull together the appropriate media list based on the client's needs and budget.

e. Nielsen Sigma Encoding & Tracking

Nielsen Sigma Encoding helps us track how many times, where, and what time of day VNRs, SMTs, or PSAs are aired. Weekly reports are issued for up to 13 weeks. Tracking may be extended in 13-week increments, which is typical for PSAs.

f. National Distribution

Atlantic Video offers national distribution and notification for VNRs and PSAs. We stress personal contacts and an up-to-date media database for each project. The distribution package consists of the same elements as the VNR distribution.

4.9 Studio Facilities and Master Control

Studio I

- Dimensions: 82' x 53'
- Grid Height: 19'
- 2 - 30 Ton A/C Redundant Units (Dead Quiet)
- 10,780 total amps of unmetered service
- 10,080 amps dimmable
- 432 Lighting circuits with dimming capabilities
- 100 amps wall service
- 600 amps house receptacles

- Retractable theatre style seating for 252 people

Studio II

- Dimensions: 32' x 43'
- Grid Height: 15' 10”
- 2 - 15 Ton A/C Redundant Units (Dead Quiet)
- 4,780 total amps of unmetered service
- 4,080 amps dimmable
- 168 Lighting circuits with dimming capabilities
- 100 amps wall service
- 600 amps house receptacles

Studio III

- Dimensions: 32' x 43'
- Grid Height: 17'
- 2 - 15 Ton A/C Redundant Units (Dead Quiet)
- 2,300 total amps of unmetered service
- 1,600 amps dimmable
- 120 Lighting circuits with dimming capabilities
- 100 amps wall service
- 600 amps house receptacles

Insert Studio

- Dimensions: 20' x 17'
- Grid Height: 8'
- ½ Ton A/C Unit (Dead Quiet)
- Green/Blue Screen
- Washington Durotran scenes
- 180 total amps of unmetered wall service

Video Control Rooms (3 Rooms)

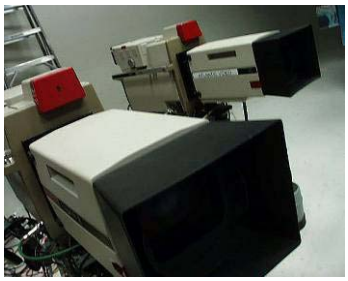
- Entire Facility is connected via a 256 x 256 Serial Digital Router
- Grass Valley Kalypso 4 ME switchers
- Options:
- Up to 6 Channels GVG Transform Engines
- Up to 8 Channels of Devious/Brutus
- GVG Superstore 8 output Still Store
- State-of-the-Art all Digital 256 x 256 Point to Point Matrix
- Intercom Communication System
- 2 channel Chyron Duet, or 2 channel Chyron Max
- 800 number phone system with 2 - five line rollovers
- Business lines with 1 - five line rollover

Audio Control Rooms (3 Rooms)

- Sony DMX-R100 digital audio console:
- 48 - Inputs
- 8 - Auxiliary outputs
- 8 – Multitrack Sends
- M5000 Efx/signal processing
- 12 Screen Color Video Monitor wall
- DAT recorders
- Cart machines
- 360 Systems DigiCart II
- 360 Systems Instant Replay
- Otari 5050 1/4" Audio Tape Machines
- Gentner & Telos Phone Hybrids
- CD Players and Cassette Decks
- Dyn Audio Acoustics BM1 Near Field Audio Monitors
- JBL Solo Bus Monitors

Studio Cameras

- 4 - Ikegami HK 388 Cameras with prompter mounts



- 8 - Ikegami HK 59W Cameras (Does not include Remote Robotic Cameras)
- Rademac Robotic Controls for up to 8 Ikegami HK 59W Cameras
- 5 Robotic HK 59W Cameras Currently Placed in Remote Locations
- The L.A. Times
- The Denver Post
- The Chicago Tribune
- The Dallas Daily News
- The Boston Globe
- 2 – Ikegami HL-V 59W Cameras
- 1 – Sony HDW-700 Digital High Definition Camcorder
- 1 – Sony DVW-700WS Widescreen Digital Betacam Camcorder
- 3 – Triangle Jimmy Jibs (Extendable from 4’ – 36’)
- Computer Prompting Systems

4.10 Audio Postproduction

Protools Digital Audio 1

- ProTools HD 3 system Including:
- 192 i/o
- SYNC
- ProControl
- AVOption|xl
- Waves Gold Bundle Plug-ins
- Networked with facility
- Real time CD writer
- Local DAT
- 1/4" reel-to-reel deck
- Four sets of speakers reproducing down to lowest
- common denominator TV set
- Lexicon 300 Digital Effects System
- Eventide Ultra-Harmonizer DSP-4000
- Aphex Aural Exciter III
- Aphex Dominator II
- CD Jukebox with over 15 sound effects libraries
- 13 Music Libraries

Protools Digital Audio 2

- ProTools Mix Plus System including:
- Apple - G4 500/256 27GIG, Zip, DVD RAM Computer
- Digidesign - Pro tools Mix Plus Core Hardware and
- Software Aphex Dominator II
- Digidesign - Pro Tools AV Option Video Capture Board Set
- Yamaha - 03D Mixer
- Seagate - Cheeta 18.0 GIG Tabletop Hard Drive (2)

4.11 Video Postproduction

Avid 9000 Media Composer (4 Suites)

- Compaq – 1.6GHz with 1 GB RAM, Meridian
- Pinnacle 3D DVE
- Intraframe editing option. Latest Version (10.6)
- Uncompressed 1:1 On-Line Resolution
- 2+ Terabytes Networked AVID Unity common storage
- Zip Drive
- DLT Tape Back Up - 20 gig max capacity per cartridge
- Adobe Photoshop v.4.0. & Painter v.4.0.3

Avid Express (3 Suites)

- Compaq – 1.6GHz with 1GB RAM, Meridian
- Pinnacle 2-D DVE
- Latest Software Upgrade (version 10.6)
- Uncompressed 1:1 On-Line Resolution
- 1.3 Terabytes Networked AVID Unity common storage
- Adobe Photoshop After Effects/Commotion Pro
- 3/ Boris Graffiti & FX
- Macintosh G3 running Avid Media Log software

Quantel Editbox FX/ ITU-601

- Quantel Editbox FX with V9 Software
- 2 hour video storage
- Advanced Effects/ Color Fettle & Directional Blur
- 5Dmasher w/ 5D Monster plug ins
- 4 x 4 layers over background
- Full Quantel Express Paintbox
- Advanced Paint & Bravo Brushes
- 4 Point motion tracking

Discreet Logic Smoke HD/SD*

- Discreet smoke HD/SD real-time non-linear finishing system:
- Version 5 HD w/ Saphire Plug-ins
- Realtime playback of 720p 1080i
- Integrated paint, animation and 3d compositing
- 8 hours Standard Definition video storage
- Multipoint Motion Tracking
- Avid OMFI compatibility
- Dirt, scratch and wire removal
- De-grain and Re-grain functionality
- Sapphire advanced visual effects plug-ins
- Sony HDCam compatible
- Inferno compatible
- Fully integrated archiving of all edited elements

Edit 3 On-Line ITU-601

- Sony DVS-7200 Digital Video Switcher
- 2 M/E
- 14 Aux Buses
- Sony DME 7000
- With Duality, Sparkle, Sketch and Color Effects
- 2 channels available
- Sony DMX-E3000 Digital Audio Mixer
- AXIAL 3000 Editor with RAVE, and Disk Caching options
- Chyron Maxine with Transform Lite
- 2 PLUTO Space Digital Disk Recorders
- CD Player, DAT Machine

Edit 4 On-Line

- GVG 250 l Video Switcher
- 3 Channels GVG KSCOPE
- Recursive memory, Kurl, Defocus & Wipe
- Harrison Pro 7 Audio Mixer, CD Player, DAT Machine
- Chyron Maxine with Transform Lite
- Zaxcom TBC control
- Ampex ESS-5 Digital Still Store
- Harrison Pro 7/20 audio console
- Otari 5050 1/4" tape machines
- Studer 810 1/4" center track time code machine (CTTC):
- Grass Valley Group 241 EM Editor: VPE-NLE Version 8 software
- Dolby SR noise reduction
- Nakamichi Cassette deck
- Tascam CD Player
- Fostex D25 DAT Recorders

Motion Control

- Moton Products Manipulator 3000
- Real Time and Stop Motion Four Axis Motion Control
- Fujinon 16 X 9.5 w/2x and diopters
- RS 422 Deck Control
- Waveform & Vector scopes
- Action & Title safe monitor
- Light Table

Graphics, 2D & 3D Paint

Software: Soft Image 3d extreme, Discreet Logic Inferno*, Flint*, Paint*& Effect*, Adobe Photoshop, AfterEffects, Illustrator, Pagemaker, Painter, Quark Express, Flash, Dreamweaver, Macromedia Director

*Discreet Logic Inferno**

- 34 minutes uncompressed digital video storage
- Infinite number of layers, each with independent control of key, colour correction, tracking and axis attributes for in-context adjustment

- Extensive 3D capabilities, including: model importation, text creation, displacement effects with lighting and shadows, an unlimited number of light sources, and a powerful on-line particle system for explosions or atmospheric effects.
- Grain management with analysis and matching of various film stock
- EDL import (CMX, SONY, GVG) of cuts, dissolves, freeze-frames, reverses, vari-speed, split edits and comments Load and auto-capture up to 15 EDLs simultaneously with adjustable trim handles Complete EDL management toolset, with rapid auto-conforming

Quantel HAL Express: Graphic Composition

- A Dilan drive holding 7.5 minutes of uncompressed digital video.
- Dual channels of AES/EBU stereo (Digital Audio)
- Digital interface to D-1, & Digital Betacam Formats
- Using 99 independent keyframable layers
- Special video effects including color correction, color mapping, & Image.
- Stabilization, motion blurring, speed interpolation.
- Luma & chroma keying

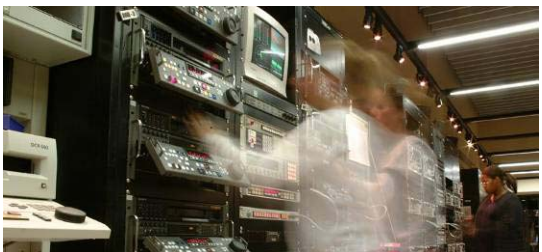
Transfers/Color Correction (Film to Tape, Tape to Tape)

- Rank Cintel Mark III C Turbo Telecine
- X/Y Zoom Repositioning
- DaVinci Renaissance with Kilovectors secondary
- color correction
- Accom Digital Image Enhancement/Noise
- Reduction/Freeze Frame
- Accom Digital Still Store
- Accom Digital Encoder
- Grass Valley 100 Switcher
- Harrison Audio Board Dolby SR-A Noise Reduction
- Lipsner Smith Film Cleaning System
- 1/4" Center Track and DAT Audio
- Ferrit Magnetic Film Interlock Playback/Record
- DAT Audio Playback/Record with time code audio sync
- AATON Keylink film code reader
- Gates: s16, 16, 35 & 35mm Slides

Duplication

Dubbing Formats include:

- Digital Betacam
- D2



- D1
- DVC PRO
- Mini DV
- 1" Tape
- Betacam
- Betacam SP
- Betacam SX
- 3/4"
- 3/4SP
- SVHS
- VHS
- Video 8
- Hi8
- DAT
- ¼”
- audio cassette

4.12 Captioning / Assisted Access Content / Section 508 Compliance

- On-Line Live Digital and Analog, Closed or Open Captioning
- Off- Line Post Digital and Analog, Closed or Open Captioning
- Live and On Demand Captioning for Streaming and Internet Media
- Descriptive Audio for the blind and visually impaired

4.13 Client Amenities

- Conference Rooms – Level 2 (holds 105), Level C1
- Café – seats 50 people
- Observation Lounge (overlooking Studio I & II)
- Client Offices – available upon request
- Fax Modem Lines
- Data Ports in every suite
- 7 - Dressing/Make Up Rooms
- Green Room
- Executive Conference Room
- Conference Rooms
- Observation Lounge

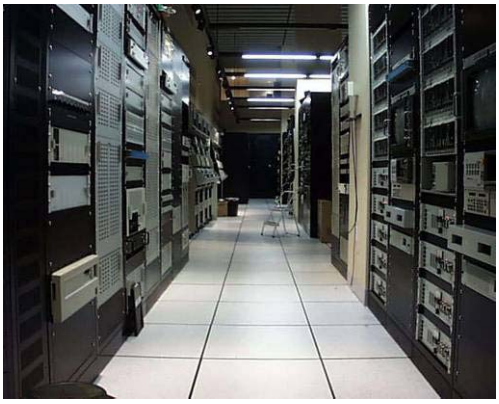
4.14 Satellite & Land Line Connectivity

Multiple fiber paths providing connectivity to all Washington and New York teleports and most KU and C-Band earth stations. Multiple roof top downlinks. Vyvx, ISDN, Spot Taxi & DG Systems.

4.15 Tech Center with Central Machine Core

- 256 x 256 Serial Digital Router
- 24 Channels of Profile XP SDI w/ 2 Channels of Audio Per Channel

- 90 Minutes of Storage Per Channel
- Sony HDCAM
- Digital Betacam
- D1
- D2
- Betacam SP
- Betacam SX
- 1"
- DVCPRO
- ¾”
- S-VHS
- Announce booths
- Color Matte Cameras
- Streaming Media Workstation
- Dual P3 600 Processors
- Encoding system for Internet streaming and CD transfer



4.16 Tape and Tapeless Formats

- HD-CAM
- DVC-Pro
- Mini DV
- D1
- BetaSP
- D2
- 1"
- Digital Betacam
- 3/4"
- 24 Channels of Profile XP SDI
- SVHS

4.17 Streaming Media

a. Video On Demand

Leverage the scalability and intelligence of the York Media Services streaming infrastructure to host and serve your streaming video online. You'll not only receive superior service, scalability and support, but you'll also receive the York Media Services 100% uptime guarantee so you can be confident that your online video will be delivered each and every time your audience requests it.

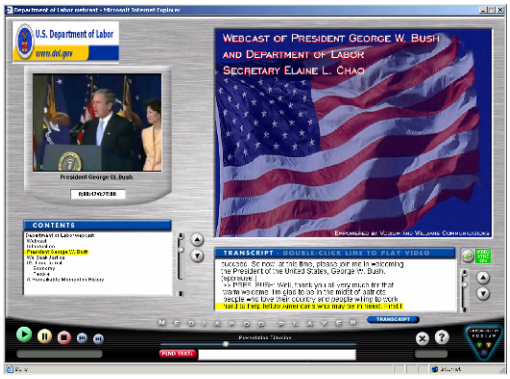
b. Live Internet Broadcast

Broadcast your video to a global audience. York Media Services can help you produce, encode and distribute your video content online. Whether it's a product launch, investor relations' conference, trade show or corporate communications, the award-winning team at York Media Services has produced similar events and can guide you through the entire process to ensure a successful live Internet broadcast of your video event.

c. Live 365

Continuous access to York Media Services' network of media servers to serve your streaming audio or video anytime you need it or continually 24 hours a day, seven days a week, 365 days a year. This puts you in control of your media distribution without the investment in hardware, software, bandwidth and personnel needed to manage the infrastructure necessary to efficiently and effectively distribute media content online.

d. Interactive Multimedia



State-of-the-art, interactive online presentation environment and tools allow you to create compelling online presentations, Internet-based training, true distance learning, online town meetings, investor relations or any other form of communication. Interactive multimedia allows you to stream audio and video of a speaker, panel discuss, or other media content, synchronized with a slide show or other forms of speaker handouts and overheads, combined with two-way interactive messaging, online polling, application sharing, testing, and even open captioning with support for multiple languages.

Key features provided through York Telecom's interactive multimedia publishing solution include:

- Synchronized PowerPoint Presentations
- Flash Animation

- Interactive Polling
- Online Surveys
- Interactive Messaging
- Chat
- Moderated Q&A
- Closed Captioning
- Web Tours and Synchronized URL's
- Speaker Biographies and Photos
- Auto indexing and Chaptering
- Remote control of streaming media encoders
- Downloadable Handouts and Materials
- Audience Management and Registration
- eCommerce functionality

4.18 Digital Asset Management

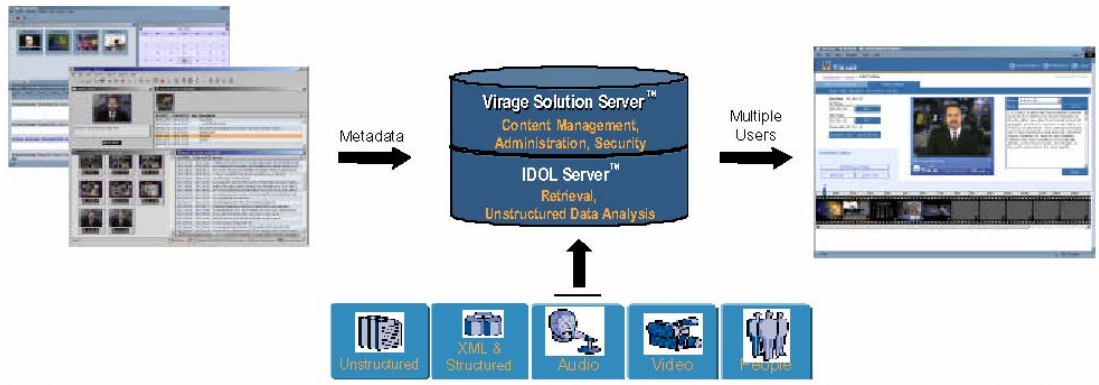
To provide its clients with best-in-class technology, York Telecom is a strategic partner, integrator and value-added-reseller of software and solutions by Virage®. Virage is the definitive industry leader in content and digital asset management software.

VIRAGE®

a. VS Archive™

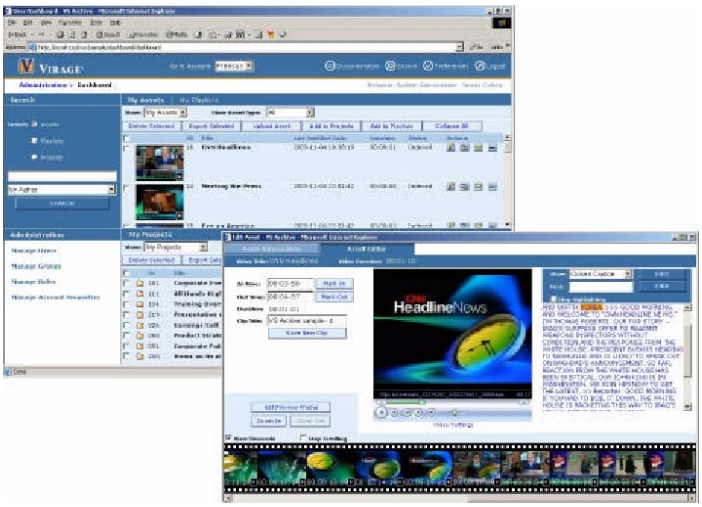
Virage® VS Archive is a content management solution to efficiently store, categorize, manage, retrieve and distribute video, audio and other rich media content. The solution addresses a range of rich media business applications including those for marketing, sales, HR, production, and training. Companies making this investment benefit through improved communication, better advertising and promotion, increased productivity, accelerated learning, and the security of knowing valuable corporate assets will be preserved for the future.

VS Archive helps corporations digitize, categorize, centrally manage and distribute vast collections of media content quickly and efficiently. With this solution, organizations can share and repurpose content online either departmentally or enterprise-wide removing the historical burden of finding content or sharing the content with multiple users. In addition, the solution automates the processing and categorizing of the original footage removing the once highly manual and time consuming cataloging process.



With VS Archive, organizations can share and repurpose content online either departmentally or enterprise-wide removing the historical burden of finding content or sharing the content with multiple users.

b. Easily Organize, Assemble and Distribute



VS Archive provides a web-based workflow to locate, produce and distribute content whether creating marketing campaigns, highlight packages, training materials, or preparing content for distribution to company portals or web sites. The sophisticated yet easy-to-use interface allows users to quickly search and retrieve content, review it, assemble into personalized projects and playlists, edit and fine-tune, then finally export into a variety of data formats including XML, popular Edit Decisions Lists (EDLs), and others.

c. Personal Dashboard

VS Archive remembers where you left off, improving speed and agility during important projects. The interface creates a personalized workspace displaying the most recent assets located, playlists created and projects in progress.

d. Complete Video & Rich Media Archive

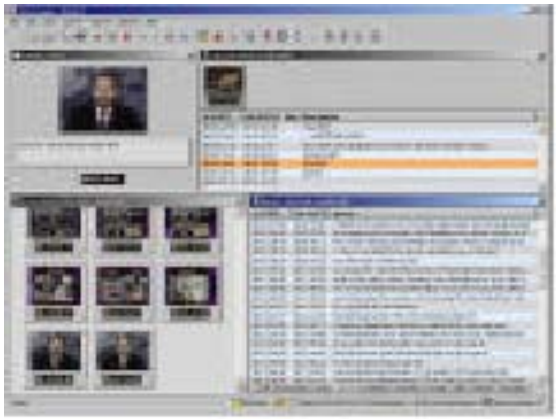
Corporations have some of the most vast and valuable media collections in the world. Recently, these collections have further expanded through the use of webcasting, video conferencing, and other rich-media based communication systems. VS Archive provides a natural destination for these important assets so that they can be preserved, located, reused, edited, shared and leveraged within the organization.

e. Automatically Index, Analyze and Encode

For transforming video and audio, VS Archive utilizes the Virage SmartEncode™ suite including the award-winning VideoLogger® for automated indexing, analysis and encoding, and ControlCenter™ for monitoring, managing and scheduling multiple source feeds. The SmartEncode products offer realtime data analysis and automatic synchronization with the encoding process, creating a streamlined workflow reducing the traditional time consuming manual logging processes.

f. Scalable Content Management

Virage Solution Server™ provides the framework and underlying content management capabilities for VS Archive built upon Java™ 2 Enterprise Edition (J2EE) architecture. Capabilities include security, user & group management, asset management, database and storage management, XSL template rendering, SOAP data import, and high availability. This server architecture is robust and scalable powering VS Archive to easily manage large volumes of content for the entire enterprise.

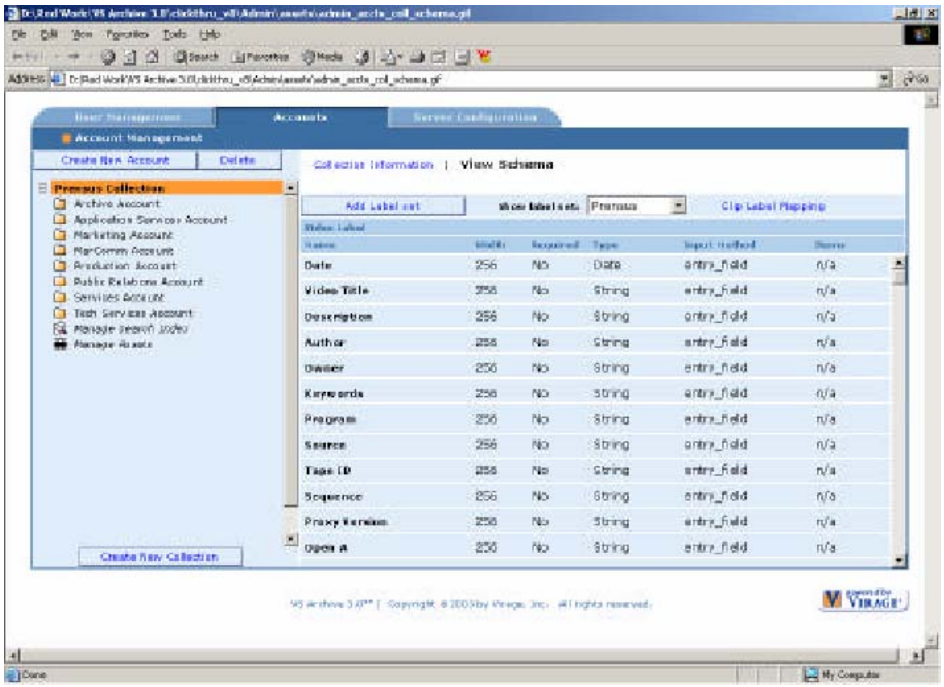


g. Powered by Autonomy®

Powered by Autonomy's Intelligent Data Operating Layer (IDOL) Server™, video and rich media are integrated at the center of enterprise content and compatible with all existing production and legacy systems. IDOL Server capabilities include retrieval, hyperlinking, categorization, alerting, profiling, clustering and personalization. Other Autonomy technologies integrated into VS Archive include Dremedia™ and SoftSound™ for scene change detection, transcript alignment, and advanced audio and speech analysis.

h. Administration Tools

The suite of administration and configuration tools in VS Archive simplifies the technical management of the application. Easy-to-use tools are provided to manage the core server, collections (including accounts and views), system content, and users and permissions.



- ✓ Multi-level default roles and configurable system access: VS Archive supports role-based workflows. As a web application, the interface is based upon Roles determined by your unique username.
- ✓ Roles supported in VS Archive include: Administrators, Producers, and Viewers. Upon authentication, the application serves the appropriate view for each role. Each role provides access to specific content and functionality.

- ✓ Configurable security options, including LDAP support: The VS Platform Security system allows for configurable security options for user data, group data, and authentication. Security may be managed through a configured database or through LDAP.

- ✓ XSL template and rendering language: XSL is a widely supported and flexible template language that allows easy customization of VS Archive application views.

- ✓ Clustering for high-availability: VS Archive supports the concept of clustering, or grouping a set of servers. Clustering achieves fault tolerance and load balancing through replication.

- ✓ J2EE server architecture: A J2EE platform allows, primarily, for scalability of applications. This translates to better performance for application users and less hardware and maintenance for IT staff. J2EE also provides portability, legacy integration, security, and developer productivity.

- ✓ Oracle, IBM DB2, MySQL and other relational database systems: VS Archive can be configured to store application data in multiple database systems.

- ✓ Apache Tomcat and IBM Websphere applications servers: VS Archive supports Apache Tomcat, IBM Websphere, and other application servers.

- ✓ Interoperability with other Virage solutions or 3rd-party systems: VS Archive is completely interoperable with all Virage solutions and many 3rd party systems, including directory servers.

i. Index, Analyze and Encode

- ✓ Schedule, monitor and manage live, incoming source feeds

- ✓ Automatic tape processing with EDL Control

- ✓ Transcript alignment

- ✓ Real-time processing with encoding control and synchronization

- ✓ Advanced audio analysis including speech to-text, speaker identification, story recognition, name extraction, and language translation

- ✓ Advanced video analysis including keyframing, shot change detection, face recognition, logo detection and on-screen text recognition

- ✓ Automated clipping and segmentation with AutoClip™ Identification and SmartClips™

j. Retrieve, Organize, Assemble and Distribute

- ✓ Real-time information access
- ✓ Fast, scalable and language independent retrieval and data processing with IDOL Server
- ✓ Boolean, natural language and other search methods
- ✓ Dashboard for personalized views
- ✓ Review, assemble and edit content
- ✓ Playlists for ordering and sequencing
- ✓ Create, save, and reuse personalized Projects for easy organization
- ✓ Collaborate by sharing or e-mailing content
- ✓ Data export options for XML, ALE, CMX, SMIL, ASX and other formats

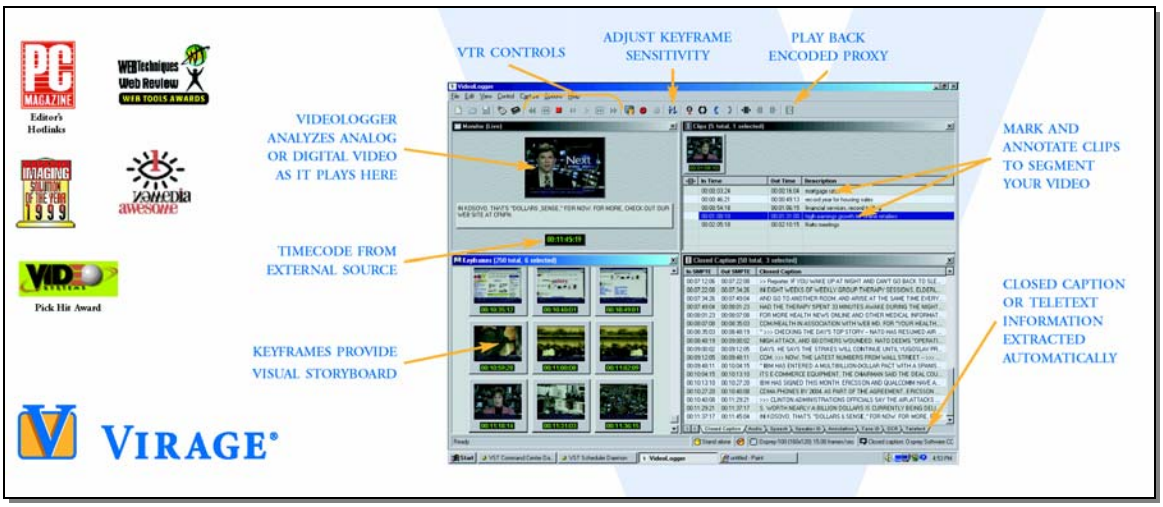
k. Administration and Configuration

- ✓ Multi-level default roles and configurable system access
- ✓ Configurable security options, including LDAP support, for integration into existing systems
- ✓ Clustering for high-availability
- ✓ XSL template and rendering language
- ✓ J2EE server architecture
- ✓ MySQL®, Oracle®, IBM DB2® and other relational database systems
- ✓ Tomcat, IBM Websphere® and other applications servers
- ✓ Interoperability with other Virage solutions or 3rd-party systems

l. VideoLogger®

VideoLogger® is the award-winning video indexing software from Virage. VideoLogger automates and optimizes the indexing and encoding functions surrounding the digital video production workflow.

Scalable to match any environment and easy to use, VideoLogger streamlines production by allowing multiple tasks to be performed automatically in real time. Now, multiple encode formats, bitrates and information about the video can be created at the same time. By efficiently transforming video into a highly accessible asset, VideoLogger saves content owners tremendous time in the acquisition, retrieval and repurposing of video assets.



m. Index Video and Other Timecoded Information in Real Time

VideoLogger uses advanced technology to "watch, listen to and read" an analog or digital video signal and create an information-rich video database (or index). VideoLogger automatically extracts information from the signal including visual storyboard, closed captioning and teletext. Used in combination with Virage Media Analysis Plug-Ins, it can also recognize faces, voices and types of sounds in the video, identify on-screen text and numbers, and convert spoken words to text. Using the AutoClip™ Identification plug-in, it can also intelligently segment and mark video into clips. VideoLogger can also extract information from external, timecoded sources such as statistical feeds, slide presentations, EDLs, etc. VideoLogger allows users to further enrich the video database by adding manual annotations, such as in/out points, titles, descriptions and much more. The information-rich database is time-synchronized to each encoded copy and to the original content and provides searchable, pinpoint access to the video.

n. Create Multiple Encodes and Bitrates, Ingest Multiple Formats

Simultaneously during the indexing process, the Virage encoder software integrated with VideoLogger controls the encoding of multiple formats of source content at multiple bitrates. For example, you can create multiple copies for browsing or publishing to the Web (e.g. AVI, QuickTime®, RealVideo®, Windows Media®, MPEG-1) and, in parallel, for generating program-quality content (e.g. MPEG-2). In addition to being able to ingest analog video, VideoLogger also supports realtime ingest of a wide variety of digital video formats, such as those listed above.

o. Automate and Streamline More Functions

VideoLogger provides many efficiency to different layers of when help users save time tasks. For performing manual saves example, VideoLogger recognizing annotation time by to user-defined characters intelligently and automatically segment video into clips. In- and out- points can be added at any time and the VideoLogger keeps track of their sequential order, thereby enabling non-linear workflows.

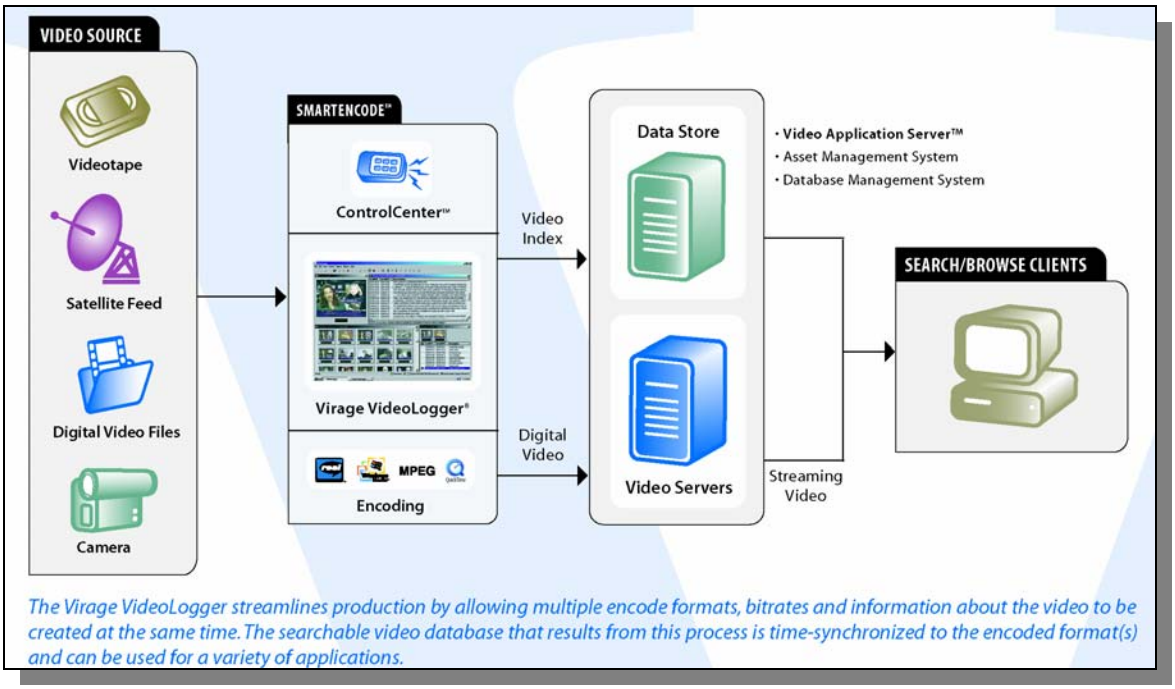
p. Find Clips Instantly

Start streaming video from any point in the index straight to your desktop. For example, using a Virage Video Application Server, users can quickly search the corporate intranet or the Internet and retrieve video content in much the same way they search and navigate the Web for information.

q. Use in Any Environment

A powerful application, Virage VideoLogger's open architecture supports Windows NT® and Windows 2000 and makes it easy to integrate into your existing IT infrastructure. You can save the VideoLogger index to the Virage Video Application Server™ or a variety of video environments, including news automation systems, edit suites and media asset management systems. Developers can export the video index in any desired format and include additional data or text analysis information. This flexibility allows searchable video to be incorporated into a broad range of custom applications.

VideoLogger helps establish order in the chaos of video content management, production and publishing to the Web. Intelligently and automatically indexing and encoding video, Virage VideoLogger—with its unique SmartEncode process—creates tremendous workflow efficiencies and transforms all your video content into highly accessible and valuable assets.



Key Features

- ✓ Real-time analog video support for NTSC, PAL and SECAM standards
- ✓ Real-time digital video support for AVI, RealVideo, WindowsMedia, QuickTime and MPEG formats
- ✓ Control one or multiple simultaneous encoding sessions for AVI, RealVideo, WindowsMedia, QuickTime and MPEG formats
- ✓ VTR control for native RS-422 or V-LAN compatible devices
- ✓ SMPTE and external timecode source compatibility
- ✓ Text extraction of closed captions or teletext
- ✓ Intelligent and time-based keyframing with adjustable keyframe sensitivity
- ✓ Media Analysis Plug-Ins:
    - Speech Recognition for multiple languages
    - Speaker Identification
    - Audio Classification
    - AudioClip™ Identification
    - Face Recognition

- On-Screen Text Recognition

✓ EDL Control for automated logging

✓ Advanced memory architecture for 24x7 operations

✓ Data export options for VDF, Virage Video Application Server™, Oracle, Informix and ALE

✓ Live and on-demand user annotations and clip marking

✓ User-defined video and clip labels

✓ Configurable function keys for all operations

✓ Global find and replace capabilities for any text track

✓ Comprehensive SDK for wide-range of customizations and integrations into existing processes

✓ VideoLogger Service and Encoder software for Windows

✓ Multi-byte character support (I18n)

✓ Localized user-interface (L10n)

5.0 Service Levels and Support

5.1 Service Levels

The intelligent, global content delivery network through which York Telecom will host and deliver the Commonwealth's streaming media, both live and on-demand, ensures 100% content availability and uptime.

The philosophy at York Telecom is that operational and engineering excellence and customer satisfaction are paramount. York Telecom's best business practices developed over the past 19 years enable it to provide the highest Service Level Agreements and deliver on the performance commitments defined therein.

York Telecom was founded on providing "Mission Critical" solutions to the Department of Defense. We understand what up-time means and the ramifications if SLAs are not met.

York Telecom's information systems provide metrics and reports that allow York Telecom to provide this type of SLA commitment. We study failure rates, mean times of operation, and fully support the product life cycle management philosophy. This allows us to design preventative maintenance programs on an intelligent basis to assure the highest service levels. Through its Total Managed Video Services offering, York Telecom practices round the clock intelligent monitoring so that failures can be detected prior to any customer impacting event.

York Telecom practices an intelligent sparing program that offers a model of redundancy based on actual needs and single points of failure, so that "Mission Critical" customers are assured of best practices delivery of broadcast services with a commitment of guaranteed uptime under our SLA programs.

5.2 Awards

Winning multiple Emmy Awards for our work in television and over a dozen Telly Awards for our video production work on behalf of our clients is the greatest testament to our quality of service.

5.3 Video Production Quality Control

Quality control is a key factor in our team's 23 years of success and multiple Emmy Awards, Telly Awards and other industry recognition. The following equipment is used in the production environment to ensure quality control and the highest quality production values on the media being produced.

- 2 Stations format Independent, RS 422 Control of all Facility Tape Decks

- Concurrent visual time code recording
- Sony DVWA510, Sony BVU 800 Decks
- DNF Universal deck controller
- Sony PVM-1354Q Video Monitor
- Everetz 5300 Time Code Analyzer
- Wohler Technologies AMP2 4 Ch. Audio Monitor with average & peak hold metering
- Tectronix 1740 Waveform, Vector, Audio scope

5.4 Total Quality Management (TQM)

York Telecom provides a superior level of quality assurance. York Telecom incorporates a quality management system, management responsibility, resource management, product realization, measurement, analysis and improvement. This quality system model includes documentation divided into three levels:

· Level One - Quality Manual

· Level Two – Standard Operating Procedure/Work Instructions

· Level Three – Quality Records

York Telecom establishes quality excellence via its internal integration and implementation process and procedures. From initial consultation, equipment procurement through staging, installation, maintenance and life cycle support, York Telecom maintains superior quality assurance. As an end-to-end solution provider York Telecom's staging, installation and execution capabilities ensure 100% customer satisfaction.

a. Staging Phase

Upon completion of system staging, House of Representatives staff and York Telecom will review system functionality for each component and signoff on the system staging phase.

b. Testing Phase / Customer Signoff

Upon completion of system testing, proper operation of all functions will be verified with the customer present. Once the customer confirms the solution quality and operation they will sign the acceptance form indicating formal acceptance of the installation. Until the customer is satisfied, the acceptance form will not be signed. York Telecom experience, expertise and quality assurance processes and procedures ensure 100% customer satisfaction.

c. Quality Reporting and Communications

Quality of service reports are available online in a variety of forms, including Real-time/near real-time, daily, weekly, and monthly. Your Project Manager will provide regular

communication throughout the life of the contract, at a minimum on a monthly basis and as frequently as desired.

5.5 Customer Satisfaction Guarantees and Assurances

a. Testing Phase / Customer Signoff (Applies to Integration Projects)

Upon completion of system testing, proper operation of all functions will be verified with the customer present. Once the customer confirms the solution quality and operation they will sign the acceptance form indicating formal acceptance of the installation. Until the customer is satisfied, the acceptance form will not be signed. York Telecom experience, expertise and quality assurance processes and procedures ensure 100% customer satisfaction.

b. 100% Service Level Agreements (Applies to Streaming Media)

York Telecom provides a streaming media SLA guaranteeing that client's streaming media content will be available 100% of the time. Due to the fault tolerant, load balanced, distributed architecture, client streaming media content will always be served, 100% guaranteed.

5.6 Help Desk Support 24/7

York Telecom will provide the Commonwealth with access to our National Support Center which operates 24/7 and provides full help desk support for all York Telecom products and services.

5.7 On-site Support

York Telecom's operational service program can provide other ongoing support initiatives including on-site support where your current staff is enhanced with full or part-time on-site visual communications engineers short-term as needed, long-term, or on a permanent basis.

York Telecom has over 30 permanent on-site support engineers within Federal agencies including the IRS, Social Security Administration, Federal Highway Administration, Department of Energy, Department of Education and numerous other agencies and defense entities.

5.8 On-site Training

The York Telecom training team can provide customized training programs in a wide-variety of areas related to this solution for the Commonwealth. Customer satisfaction is York Telecom's number one goal. To this end, the post-award training phase is given a high priority. The understanding of what has been purchased and how it works are critical components to a sense of satisfaction.

Several training periods may be required depending on the contract options exercised, scheduling to be determined by the Commonwealth. Typically there would be training

for administrators and another for general users who would be completing Requests for Quotes as defined in the RFP.

Options such as the Webcast Scheduling and Media Publishing System, if exercised, warrant dedicated training programs specifically for the administrators and users of the respective systems purchased.

In addition to formalized training sessions, orientation meetings will be provided as required by the Commonwealth. The information presented in these meetings provides an overview of processes and procedures regarding usage and administration of the services provided and contract options selected, and may serve as refresher courses for staff and for new-hires.

5.9 Train the Trainer Program

A train-the-trainer approach is frequently utilized. By this method, one or more Commonwealth employees will be trained to provide user, administrator and supplementary training for additional staff as hiring practices dictate. York Telecom training staff are always available for all future training needs; this approach merely attempts to minimize direct training costs should the Commonwealth training needs exceed its training budget.

6.0 Contract Terms and Conditions

MANDATORY CONTRACTUAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT

   This is an agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth") and York Telecom Corporation (the "Contractor"), a New Jersey corporation having its principal place of business at _81 Corbett Way, Eatonton, NJ 07724 for the purchase of Video Production and Streaming Media Services ("Services") pursuant to the Commonwealth's Request For Proposal #2003-027, dated May 16, 2003 (the "RFP") and the Contractor's proposal, dated June 19, 2003 in response thereto. This Agreement contains the contractual terms and conditions by which Agencies, Institutions, and other public bodies as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA) hereinafter referred to as "Authorized Users" will acquire Services.

   Authorized Users may either issue an eVA Direct Order for specific Services at the prices contained herein or issue a Request for Quote from the Contractor for a firm fixed price for Services. After receipt of the firm fixed price for Services, the Authorized User, at their sole discretion, may then issue an eVA Direct Order for the specific Services at the prices quoted.

2. INTERPRETATION OF AGREEMENT

   Headings are for reference purposes only and shall not be considered in construing this Agreement.

   The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) all executed Orders and Attachments referencing this Agreement; (2) this document; (3) the Contractor's proposal if any, if submitted in response to a Request For Proposal ("RFP"); and (4) the Commonwealth's RFP, if any. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement.

   If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

   Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. APPLICABLE LAWS AND COURTS

   This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4. ANTI-DISCRIMINATION

   By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair

Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over $10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

7. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

9. PAYMENT

A. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia,* § 2.2-4363).

B. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

(c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

10. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

11. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

12. CHANGES TO THE CONTRACT

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or $50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

13. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

14. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.

2. Employers Liability - $100,000.

3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

15. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

16. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

17. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

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b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

(Include in all STATEWIDE solicitations, contracts, and contract renewals. In addition, this General Term and Condition must be incorporated or incorporated by reference in all purchase orders issued by state agencies and institutions.)

18. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

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b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

19. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement 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, both the Contractor and 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, and 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 deinstallation 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.

20. NON-APPROPRIATION

All funds for payment of 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 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.

21. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

22. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

23. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or

information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

23. 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 the 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 VITA at the time of the occurrence 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 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. (ADR Procedures - http://www.vita.virginia.gov/integration/adrProceduresForDisputes.cfm)

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.

24. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

24. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted

to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be Contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

25. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

YORK TELECOM

ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

26. COMPLIANCE WITH FEDERAL LOBBYING ACT

A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 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 Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

B. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any

provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

C. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

27. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

28. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the paragraph herein entitled "Contractor's Report of Sales". The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports,

falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

29. MAINTENANCE

Beginning on the date of acceptance, Contractor shall furnish all Maintenance services necessary for the Services to be provisioned as Contracted. The cost to the Authorized User for this Maintenance service shall be included in the price.

Help Desk technical support must be available during local business hours of 8:00 a.m. to 5:00 p.m. M-F, with a four (4) telephone response time.

30. ORDERS

Authorized ordering officials representing the "Authorized Users" of this Contract may order Services from this Contract by any of the following Order methods, and the Contractor is required to accept any Order from A, and B, and C as shown below. The Contractor may also accept Orders using D, as shown below:

A. eVA: An order placed through the eVA electronic procurement website portal http://www.eva.state.va.us

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

C. Delivery Order (DO): A DO issued by the Acquisition Services Division, DIT.

D. Charge/Credit Card:

Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each Commonwealth Charge Card Order must not exceed $5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.

Any other order/payment charge or credit card process, e.g. AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.

This ordering authority is limited to issuing Orders for Services that are available only under this Agreement. Notwithstanding the section herein, entitled Modifications, no Authorized User or other public body of the Commonwealth shall have the authority to modify this Contract.

31. TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for two (2) years (the initial Term). The Commonwealth may extend this Agreement at its sole option, for three (3) additional one year renewals after the initial Term. The Commonwealth shall provide a writing to the Contractor thirty (30) days prior to the expiration of the initial Term or any extension thereof, stating the requirement to extend.

32. INSTALLATION RESPONSIBILITY

Except where otherwise expressly provided, "delivery" does not include installation.

33. SITE PREPARATION

At least thirty (30) days prior to the scheduled delivery date, the Contractor shall provide the Commonwealth with any environmental specifications necessary to ensure the proper and efficient operation of all Services. All such specifications shall be in writing.

The Commonwealth shall prepare the site at its own expense and in accordance with all such environmental specifications.

Ten days prior to the scheduled delivery date, the Contractor shall, if Contractor deems it necessary, inspect the site and notify the Commonwealth in writing of any environmental inadequacies. In the absence of notification to the contrary, the Commonwealth's environment shall be deemed acceptable to the Contractor.

Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be the Contractor's responsibility.

34. DELIVERY DATE

The Contractor shall deliver the Services, ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement. If delivery of all Services is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Agreement without further obligation or may cancel the individual Order without further obligation. The Commonwealth may postpone any delivery date by notifying the Contractor at least seven (7) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

The Commonwealth will provide 48 hours advance notice of cancellation of an eVA Direct Order. The entry of an eVA Change Order effecting cancellation of the original Direct Order, at least 48

hours (2 days) prior to the scheduled delivery date of services, shall be deemed sufficient notice to contractor.

35. COMMENCEMENT OF ACCEPTANCE TESTING

The Services shall be considered ready for testing when the Contractor provides the Commonwealth with the documentation of a successful diagnostic test performed at the site which demonstrates, to the satisfaction of the Commonwealth, that all Services meet the minimum capabilities specified by Contractor, and this Agreement. If the Contractor certifies that the Services are ready to begin acceptance testing prior to the scheduled delivery date, the Commonwealth, at its option, may elect to test the Services and change the delivery date accordingly.

36. REQUIRED PERFORMANCE LEVEL

To qualify for acceptance, all Services must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, and must concurrently perform in accordance with any published technical specifications from the Contractor. The Services are required to meet the Required Performance Level for a successful test.

37. ACCEPTANCE

The Services shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met after thirty (30) calendar days have elapsed from the start of the acceptance period, the Commonwealth may consider the Services as not delivered and avail itself of any remedies identified in the above paragraph entitled “Delivery Date”.

38. CONTRACTOR'S MAINTENANCE POINT-OF-CONTACT

The Contractor shall provide the Commonwealth with designated points-of-contact and make arrangements to enable its maintenance representative to receive such notification or other continuous telephone coverage to permit the Commonwealth to make such contact.

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Video Production and Streaming Media Services

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.

YORK TELECOM CORPORATION

BY: Roger Wesenyak

NAME: Roger Wesenyak

TITLE: Contracts Officer

DATE: 6 Aug 04

COMMONWEALTH OF VIRGINIA

BY: John J. Tackley

NAME: JOHN J. TACKLEY

TITLE: SR. SOURCING CONSULTANT

DATE: 8/9/04

ATTACHMENT "A" to RFP 2003-027

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA-040730-YTC between York Telecom Corporation and the Commonwealth of Virginia.

LISTING OF ALL SERVICES PRICES:
Appendix A and Quotations

LISTING OF ALL MAINTENANCE PRICES:
Appendix A and Quotations

SHIP TO BILL TO ADDRESSES:
Specified on each eVA Direct Order

DELIVERY SCHEDULE:
30 days ARO or, as specified in each Quotation

AGENCY POINTS OF CONTACT:
As specified in each eVA Direct Order.

Virginia Information Technologies Agency
expect the best

ATTACHMENT "B" to RFP 2003-027

CERTIFICATION REGARDING LOBBYING

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

a. 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.

b. 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.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients 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: Roger Wesenyak

Printed Name: Roger Wesenyak

Organization: York Telecom Corp.

Date: 6 Aug 04

APPENDIX A: Price List

Video Encoding	Video Encoding	$75/hour
Transcoding 56-200K, to T1	Transcoding	$150/hour
Multicast/Unicast Delivery	Video Webcast	$300 for 2 hour event/250 users
	Audio Webcast	$150 for 2 hour event/250 users
	Archiving-Audio	$25/GB/month
Archiving-Video	Archiving-Video	$25/GB/month
OnDemand-Password protected	OnDemand Storage	$25/GB/month
	Streaming	$0.003/MB
	Authoring/slide integration-Live Event	$500/hour
Production Staff	Production Staff	$150/hour/crew member
1-Camera Production	1-Camera Production	$1425/day-2 crew
2-Camera Production	2-Camera Production	$2625/day-3 crew
3-Camera Production	3-Camera Production	$4100/day-5 crew
Editing	Editing	$1000/two-hour presentation
	Audio Encoding	$75/hour
Branded Interface page	Branded Interface page	$1,200
	Tape backup	Included
	Video encoder provisioning	$250/day
ISDN Line	ISDN Line	$500/circuit/month
	ISDN Toll Charges	$48/hour
Fiber	Fiber	$475/hour
Polycom unit	Polycom unit	$700/day
Support toll free phone	Support toll free phone	$500/month unlimited
Support Email	Support Email	Included
Schedule/agenda page	Schedule/agenda page	$500
Satellite downlink	Satellite downlink	$250/hour for YORK downlink
Reports	Reports	Included
Captioning	Video Webcast Production	$150/hour
Audio Webcast Production	Audio Webcast Production	$150/hour
Subject Matter Expert	Subject Matter Expert	$150/hour
Transcription	Transcription	$300/hour
Netscape Support	Netscape Support	Included
Polling/Q&A/Email Form	Polling/Q&A/Email Form	Included
Secure Content Delivery	Secure Content Delivery	Included
Scheduling/Encoding Automation	Scheduling/Encoding Automation	Included
Teleprompter	Teleprompter	$400/half day or $550 full day
Electronic Procurement and Reporting through dedicated Web Portal		Included

STREAMING MEDIA

Encoding *(when ordered with Production and Postproduction)*	*Included*
Encoding	$5 / Minute
Encoding Live On-Site with One Crew (Additional)	$1,000 / Day
Transcoding	$10 / Minute
Delivery	$3 / GB
Archiving	$25 / GB

PRODUCTION PACKAGES

ENG High Definition Single Camera with Two Crew	$2800 / Day
ENG Digital Betacam Single Camera with Two Crew	$1800 / Day
ENG Betacam SP Single Camera with Two Crew	$1425 / Day
Switched Shoot with Director (Additional)	$1200 / Day

POSTPRODUCTION

AVID Online	$225 / Hour
AVID Offline resolutions	$125 / Hour
AVID Digitizing	$85 / Hour
AVID Media Log	$75 / Hour
Discreet Logic Smoke SDI	$450 / Hour
Discreet Logic Smoke HD	$650 / Hour
EDITBOX FX	$450 / Hour
Audio Design, Editing & Mixing	$225 / Hour
Voice Over Record	$115 / Hour

VISUAL EFX PAINT & ANIMATION

inferno -601	$650 / Hour
Quantel HAL Express	$400 / Hour
paint & effect	$250 / Hour
Paintbox design	$300 / Hour
Softimage 3D design	$350 / Hour
PC/MAC design	$200 / Hour
Rendering per CPU	$75 / Hour
File transfer	$200 / Hour

FILM TRANSFER / COLOR CORRECTION	
Supervised Scene to Scene Transfer	$400 / Hour
Unsupervised Scene to Scene Transfer	$300 / Hour
One Light Transfer	$250 / Hour
Audio Post Sync	$85 / Hour
Tape to Tape Color Correction	$300 / Hour

LIGHTING	
Basic Lighting (Included with Production Packages)	Included
Extended Lighting Package	$650 / Day
Concert Lighting with Crew	Request for Quote
Outdoor LED Walls 15’ x 25’ with Crew	Request for Quote

MISCELLANEOUS

Studio Production (Studio's I, II, III)	Request for Quote
Motion Control (Real Time or Stop Motion)	$185 / Hour
Concert Audio Production	Request for Quote
Sound Reinforcement	Request for Quote
Staging	Request for Quote
Interactive Multimedia PresenterPRO	$32,000
Encoding Server (Winnov xStreamEngine Broadcaster – rack mountable)	$15,000
Digital Rights Management – Windows Media Only	$125,000
Digital Rights Management – Multi Format	$375,000
Scheduling and Encoding Automation – Windows Media Only	$95,000
Scheduling and Encoding Automation – Multi Format	$225,000