



Commonwealth of Virginia  
Virginia Information Technologies Agency

**WEB-BASED CONFERENCING SERVICES**

Date: August 11, 2015

Contract #: VA-120901-MTG1

Authorized User: All Public Bodies including VITA as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: MeetingOne  
501 South Cherry Street  
Suite 1000  
Denver, CO 80246

FIN: 84-1517861

Contact Person: Jackie Specht  
Voice: 303-244-0025  
Fax: 303-623-1294  
Email: [jspecht@meetingone.com](mailto:jspecht@meetingone.com)

Term: September 10, 2015 – September 9, 2016

Payment: Net 30 days

For Additional Information, Please Contact:

Supply Chain Management  
Virginia Information Technologies Agency

John Tackley  
Phone: 804-416-6165  
E-Mail: [john.tackley@vita.virginia.gov](mailto:john.tackley@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>





# COMMONWEALTH of VIRGINIA

## Virginia Information Technologies Agency

Nelson P. Moe  
Chief Information Officer  
Email: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

TDD VOICE -TEL. NO.  
711

August 11, 2015

Jackie Specht  
MeetingOne  
501 South Cherry Street  
Suite 1000  
Denver Colorado 80245

Per Section 3.A. ("Term and Termination") of contract VA-120901-MTG1, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from September 10, 2015 through September 9, 2016. Should you have any questions, please feel free to contact me.

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



## *COMMONWEALTH of VIRGINIA*

### **Virginia Information Technologies Agency**

Samuel A. Nixon, Jr.  
Chief Information Officer  
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August 5, 2014

Jackie Specht  
MeetingOne

Per Section 3.A. ("Term and Termination") of contract VA-120901-MTG1, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from September 10, 2014 to September 9, 2015. Should you have any questions, please feel free

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

**MODIFICATION NO. 1  
TO  
CONTRACT NUMBER VA-120901-MTG1  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
MeetingOne**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-120901-MTG1

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

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 3.  
*"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspx>*
2. Add to the definition of "Rights to Work Product" in Section 2 Subsection I on Contract Page 4.  
*"If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that institution."*
3. Add to the definition of "Reimbursement of Expenses" in Section 7 Subsection F on Contract Page 9.  
*"If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."*
4. Add to the definition of "Indemnification" in Section 10 Subsection A on Contract Pages 10-11.  
*"In the event of settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."*
5. Add to the definition of "Dispute Resolution" in Section 15 Subsection E on Contract Pages 13-14.  
*"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."*

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-120901-MTG1 by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

NAME OF SUPPLIER

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Jackie Specht*  
*Jackie Specht*  
*Dir. of EDU-GOV*  
*8/4/14*

COMMONWEALTH OF VIRGINIA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Doug Crenshaw*  
*Doug Crenshaw*  
*VITA Services, Inc.*  
*8/11/14*



## Two-Step Invitation for Bid (IFB)

### Web-based Conferencing Services

## SOLICITATION, OFFER AND AWARD

<b>COMBINED TWO-STEP IFB NUMBER 2013-03</b>	<b>DATE ISSUED 7/11/2012</b>	<b>DATE DUE 8/1/2012</b>	<b>REQ. NUMBER n/a</b>
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For more information, please send e-mail to Single Point of Contact (SPOC): [John.Tackley@vita.virginia.gov](mailto:John.Tackley@vita.virginia.gov)

<b>ISSUING OFFICE</b> VITA - Supply Chain Management 11751 Meadowville Lane Chester, VA 23836	<b>SHIP TO:</b> as specified in each order  <b>BILL TO:</b> as specified in each order
--	--

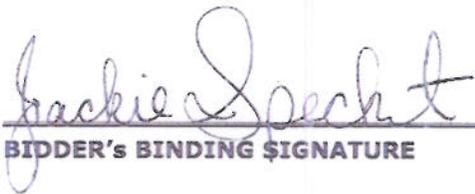
### SOLICITATION

This procurement is being conducted on behalf of VITA and other Public Bodies as defined in §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Sealed Bids for furnishing the Products and/or Services set forth in the Price Schedule will be returned to the Issuing Office. If hand carried, deliver to the SCM receptionist located at the Issuing Office address above. Bids must be received prior to 2:00 PM local time on the Date Due indicated above (Public bid opening at 2:30 PM). Please read and understand the attached Solicitation Instructions. This is an advertised solicitation consisting of this cover page, the Solicitation Instructions, Requirements, SCC Form, Certification Regarding Lobbying, the Mandatory Contractual Terms and Conditions, and any other files, exhibits, attachments, provisions, representations, certifications or specifications as are attached or incorporated herein by reference, or any subsequent amendments issued.

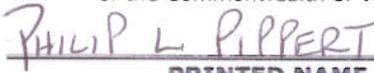
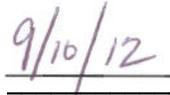
### OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned agrees, if this offer is accepted within 90 days from the Date Due above, to furnish any or all Bid Items awarded at the prices offered in the Pricing Schedule, delivered to the Ship To address within the time specified in individual orders. All offers are subject to the mandatory Terms and Conditions set forth herein.

### BIDDER INFORMATION

SUPPLIER FEIN	84-1517861	 <b>BIDDER'S BINDING SIGNATURE</b>
SUPPLIER NAME	MeetingOne	
ADDRESS	501 South Cherry Street, Suite 1000	
CITY/STATE/ZIP	Denver, CO 80246	
E-MAIL	jspecht@meetingone.com	
PHONE	303-244-0025	
FAX	303-623-1294	

### AWARD

BID ITEMS AWARDED	AWARDED BY	AWARD DATE	CONTRACT NUMBER
ALL	 <b>SIGNATURE</b> for the Chief Information Officer (CIO) of the Commonwealth of Virginia  <b>PRINTED NAME</b>	 <u>9/10/12</u>	VA-120901-MTG1 VA-120901-MTG1

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

**CONTRACT NO. VA-120901-MTG1**  
**RESULTING FROM IFB 2013-03**  
**CONTRACTUAL TERMS AND CONDITIONS**  
**INFORMATION TECHNOLOGY SERVICES CONTRACT**  
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## **CONTRACTUAL TERMS AND CONDITIONS INFORMATION TECHNOLOGY SERVICES CONTRACT**

THIS INFORMATION TECHNOLOGY SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Supplier to be effective as of the date in set forth on the signature page of this Contract ("Effective Date" or "Award Date").

### **1. PURPOSE AND SCOPE**

This Contract sets forth the terms and conditions under which Supplier shall provide Web based Conferencing Services to Authorized Users.

### **2. DEFINITIONS**

#### **A. Acceptance**

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

#### **B. Agent**

Any third party independent agent of any Authorized User.

#### **C. Authorized Users**

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

#### **D. Computer Virus**

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

#### **E. Confidential Information**

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

#### **F. Deliverable**

The tangible embodiment of the Services, including the development or creation of Work Product, performed or provided by Supplier as identified in the applicable Statement of Work.

#### **G. Party**

Supplier, VITA, or any Authorized User.

#### **H. Requirements**

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service(s) and Deliverables as set forth in Exhibit B and the

applicable Statement of Work and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

**I. Service**

Any work performed or service provided, including provision to the Authorized User of any Deliverable, by Supplier under this Contract. Service includes the discovery, creation, or development of Work Product, if any.

**J. Reserved.**

**K. Supplier**

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

**L. Warranty Period**

Sixty (60) days from performance of the Services or such longer period as may be agreed between an Authorized User and Supplier in any order. One (1) year from Acceptance of the Deliverable.

**M. Reserved.**

**3. TERM AND TERMINATION**

**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial XXX (X) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

**B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

**C. Termination for Breach or Default**

VITA shall have the right to terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order or SOW, in whole or in part. Any such termination shall be

deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

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

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order or SOW, in whole or in part, or an Authorized User may terminate its order or SOW, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

**E. Effect of Termination**

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Deliverables accepted by the Authorized User or Services rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

**F. Transition of Services**

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to any other supplier with whom VITA or such Authorized User contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

**G. Contract Kick-Off Meeting**

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

**H. Contract Closeout**

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales

Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

#### **4. SERVICES**

##### **A. Nature of Services and Engagement**

This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier.

##### **B. Reserved.**

##### **C. Reserved.**

#### **5. GENERAL WARRANTY**

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

##### **A. Ownership**

Supplier has the right to provide the Services and Deliverables, and, to the best of its knowledge, the provision of such Services and Deliverables does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

##### **B. Supplier's Viability**

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

##### **C. Supplier's Past Experience**

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

##### **D. Performance**

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- ii). The Services and associated Deliverables are pursuant to a particular solicitation, and therefore such Services and associated Deliverables shall be fit for the stated purposes specified by VITA in the solicitation and in this Contract, and, if applicable, by the Authorized User issuing a SOW under this Contract, and Supplier is possessed of superior knowledge with respect to the Services and is aware that VITA and the ordering Authorized Users are relying on Supplier's skill and judgment in providing the Services and Deliverables;
- iii). The Services and Deliverables shall meet or exceed the stated requirements;
- iv). The documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and fully utilize the Deliverables without reference to any other materials or information.

**E. Malicious Code**

Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has used the best available means to scan any media on which Deliverables are provided to the Authorized User.

**F. Limited Warranty Period and Remedy**

During the warranty period of thirty (30) days, or as specified in the order, Supplier warrants that the Services shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Services to meet the Requirements. If Supplier is unable to make the Service/Deliverable conform, in all material respects, to the Requirements within ten (10) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of such Deliverable and any other related Deliverable(s) rendered unusable, and return all monies paid by such Authorized User for the non-conforming Services and Deliverable and such other related Deliverable(s) rendered unusable.

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

**6. TRAINING AND DOCUMENTATION**

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the applicable SOW unless expressly excluded.

**7. ORDERS AND COMPENSATION**

**A. Request for Quote**

Authorized Users of this Contract, depending on the complexity of services required and/or each supplier's available resources, have the option to select one or more suppliers to provide Web Conferencing services. In addition, an Authorized User may determine that a competitive process is required to ensure it receives the best value. In either or both of such circumstances, the Authorized User may, at its sole discretion, use a Request for Quote (RFQ) process to obtain services identical or similar to those provided by Supplier pursuant to this Contract.

Supplier shall respond to the RFQ by providing a quote, including an estimated total price, and, if requested by the Authorized User, a proposal and documentation of the qualifications of the individual(s) proposed for providing services to the Authorized User. In no event shall Supplier's quote exceed Supplier's Contract pricing. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's repeated failure to provide a quote in response to an RFQ may be grounds for termination of this Contract.

**B. Order**

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.virginia.gov>). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

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

- ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

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

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

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

**C. Purchase Price and Price Protection**

Exhibit A sets forth the fees and the appropriate Commonwealth discounts. Fees shall not increase and discounts shall not decrease for a period of not less than two (2) years from the Effective Date. No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, not seasonally adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing to VITA in accordance with the above and shall not become effective for sixty (60) days thereafter.

**D. Invoice Procedures**

For an order with a period of performance not expected to exceed one (1) month, Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Deliverables or Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. For a time and materials type SOW with a period of performance expected to exceed one (1) month, Supplier shall submit invoices to the ordering Authorized User monthly in arrears, unless otherwise specified in such SOW. For a fixed price type SOW, Supplier shall invoice in accordance with the milestone payment schedule, if any, in the applicable SOW; if such SOW does not include a milestone payment schedule, Supplier shall invoice after all Deliverables or Services have been accepted by the ordering Authorized User. No invoice shall include any costs other than those identified in the executed order or SOW, which costs shall be in accordance with Exhibit D. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit D, or as noted in any executed order or SOW referencing this Contract. Any cost reimbursable work performed or expenses incurred by Supplier prior to the effective date of the order shall not be billed to or reimbursed by the Authorized User. Invoices issued by the Supplier shall identify at a minimum:

- i). Deliverable or Service type, or project milestone, and description
- ii). Quantity, charge and extended pricing for each Deliverable and/or Service item or milestone; or, for a time and materials type order or SOW, the name(s) of the assigned employee(s), the hourly rate(s), and the number of hours worked;
- iii). Applicable order date or SOW date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

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

**E. Purchase Payment Terms**

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

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

**F. Reimbursement of Expenses**

The appropriate Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>, or a successor URL(s)).

At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00. This Contract does not provide for reimbursement of any relocation expenses incurred by Supplier.

**8. REPORTING**

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

**9. CONFIDENTIALITY**

**A. Treatment and Protection**

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

**B. Exclusions**

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

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

**C. Return or Destruction**

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

**D. Confidentiality Statement**

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

**10. INDEMNIFICATION AND LIABILITY**

**A. Indemnification**

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Deliverables or the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Deliverables or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of any Deliverable or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in

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

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

**B. Liability**

Supplier's liability to the Commonwealth under this Contract for breach of this Contract's confidentiality, security, or indemnification provisions shall be limited to two (2) times the annual value of this Contract. The same limitation on the Supplier's liability to the Commonwealth under this Contract shall apply to any other breach of this Contract by Supplier, if the breach arises from any intentional, willful, or negligent act or omission of any employee, agent, or subcontractor of Supplier or if the damages are based on bodily injury, death, or damage to real property or tangible personal property. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

EXCEPT FOR CLAIMS COVERED BY THE ABOVE DOLLAR LIMITATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS CONTRACT, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

**11. RESERVED.**

**12. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents

come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

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

### **13. BANKRUPTCY**

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

### **14. IMPORT/EXPORT**

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

### **15. GENERAL PROVISIONS**

#### **A. Relationship Between VITA, Authorized User and Supplier**

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

**B. Incorporated Contractual Provisions**

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

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

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:

[http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA\\_Ts\\_Cs\\_Rev3.pdf](http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf)

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

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

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

**D. Governing Law**

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

**E. Dispute Resolution**

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

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

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

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all

such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

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

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

**G. Notices**

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

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

Supplier Address for Notice:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attention: \_\_\_\_\_

VITA Address for Notice:  
 Virginia Information Technologies Agency  
 11751 Meadowville Lane  
 Chester, VA 23836  
 Attention: Contract Administrator (SCM)

**H. No Waiver**

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

**I. Assignment**

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

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

**J. Captions**

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

**K. Severability**

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

**L. Survival**

The provisions of this Contract regarding License Grant, Rights To Work Products, Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**M. Force Majeure**

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

**N. Remedies**

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

**O. Right to Audit**

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

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Authorized User.

**P. Reserved.**

**Q. Taxes—Federal, State, and Local**

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.virginia.gov/>. 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.

**R. Contract Administration**

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

**S. Entire Contract**

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

- i). Exhibit D Pricing Exhibit
- ii). Exhibit B SCC Form
- iii). Exhibit A ~~Small Business Subcontracting Plan~~ reserved
- iv). Exhibit C Certification Regarding Lobbying

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

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement includes any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

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

**EXHIBIT D  
COST PROPOSAL  
PRICING SCHEDULE**

Bidder Firm Name: MeetingOne

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Contract Price shall be inclusive of eVA and IFA fees, plus all shipping costs, FOB Destination.

Pricing must provide unlimited usage for one flat fee. All requested prices must be entered.

	<u>AUDIO CONFERENCING*</u>	<u>WEB CONFERENCING**</u>			<u>WEB TRAINING***</u>	
<b>Max. Attendees</b>	<u>Up to25</u>	<u>Up to100</u>	<u>Up to500</u>	<u>Up to1,000</u>	<u>Up to25</u>	<u>Up to200</u>
<b>Monthly Plan</b> Pay month to month	\$150/mo	\$4,725/mo	\$23,625/mo	\$47,250/mo	\$900/mo	\$6,300/mo
<b>Annual Plan</b>	\$1600/yr	\$55,900/yr	\$279,500/yr	\$559,000/yr		
	*...unlimited usage	**...includes Audio Conferencing			***...includes Audio Conferencing	

\*\*\*Web Training  
(audio is included) \*  
NOTE the trainings  
are one-time only  
costs

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MeetingOne

Web & Audio Communications  
for Meetings, Training and Events



## Pricing Detail 7.3

### OVERVIEW:

VITA has selected MeetingOne to be a provider of the Adobe Connect web-conferencing solution, Adobe eLearning solutions, and MeetingOne audio teleconferencing services. MeetingOne has been hosting an on-going monthly webinar series covering the availability of these products and services.

Adobe® Connect™ is a web conferencing platform for web meetings, eLearning, and webinars. Adobe Connect provides high quality webcam video (HD), integrated 2-way audio with telephone and VoIP, ability to share content, screen sharing, videos, exchange files, chat and archive recordings. Adobe Connect applications are free for the following mobile devices: iPad, iPhone, Android Pad, Android 2.1 or later phones.

Adobe's eLearning platform includes easy-to-use tools for content creation such as Adobe Presenter 8, Captivate 6 and the Concurrent Learner modules for creating your own on-demand courses.

MeetingOne is the leading audio developer for the Adobe Connect platform, providing traditional audio conference capabilities and top notch customer service. Service options from MeetingOne include: Adobe Connect, audio teleconferencing, user training, operator assist, end user support, seminars, Adobe eLearning tools and training.

If you have not been able to join, please find a link to the recording below:

[https://meetingone.adobeconnect.com/\\_a41854534/p2kkazuep8w/?launcher=false&fcsContent=true&pbMode=normal](https://meetingone.adobeconnect.com/_a41854534/p2kkazuep8w/?launcher=false&fcsContent=true&pbMode=normal)

[http://meetingone.myconferenceportal.com/pub/MeetingOne/VITA\\_20130213.mp4](http://meetingone.myconferenceportal.com/pub/MeetingOne/VITA_20130213.mp4)

[http://meetingone.myconferenceportal.com/pub/MeetingOne/VITA\\_20130213.flv](http://meetingone.myconferenceportal.com/pub/MeetingOne/VITA_20130213.flv)

## SUMMARY OF CHANGES

Please find below pricing detail 7.3 reflecting the following changes to offerings for VITA Statewide Contract: Contract VA-120901-MTG1

### - Additional offerings have been added to Addendum D (listed below)

ACMS – 100 Concurrent Seats  
ACMS – 200 Concurrent Seats  
ACMS – 300 Concurrent Seats  
ACMS – 500 Concurrent Seats  
ACMS – 200 Seat Seminar Room  
ACMS – 500 Seat Seminar Room  
ACMS – 1000 Seat Seminar Room  
ACMS – 1500 Seat Seminar Room  
ACMS – 300 Seat Seminar Room Add On  
ACMS – 500 Seat Seminar Room Add On  
ACMS - optional add on of a staging cluster  
ACMS - optional add on for additional storage  
ACMS - optional add on for additional data transfer  
ACMS - optional add on for mp4 conversion pack  
ACMS - optional add on for 10 Concurrent Learners  
ACMS - optional add on for 25 Concurrent Learners  
ACMS – MeetingOne Gold Support for ACMS

5 Concurrent Learner AddOn  
25 Concurrent Learner AddOn  
MP4 conversion pack

#### Training and Services:

eLearning Support SLA  
3 days virtual technical consulting  
5 days virtual technical consulting  
2 days onsite training for Adobe Connect  
2 days virtual training for Adobe Connect  
Role Based Training - 2 days onsite training

#### Open PO for audio services:

Subscribers can set an OPEN PO line item for audio services in the amount \$500  
Subscribers can set an OPEN PO line item for audio services in the amount \$1000  
Subscribers can set an OPEN PO line item for audio services in the amount \$2000  
Subscribers can set an OPEN PO line item for audio services in the amount \$5000

Customization:

- Users can purchase a customized item sku to add to existing hosted environment.

Operator Facilitation flat rate:

-Users seeking operator assistance for a webinar event may choose to pay a flat rate of \$595 for the entire engagement.

Operator Facilitation flat rate bundle:

-Users seeking operator assistance for a webinar event may choose to pay a flat rate of \$2475 for a bundle of 5 event engagements.

**The following categories have had pricing updates made to them:**

- Pricing update to existing training courses
- Pricing updates / configuration changes to existing eLearning bundles

**VITA GOVERNMENT offerings:**

Concurrent Seats	Annual term	Monthly +.15 cents PPU above	3 month term	Audio – Annual unlimited Toll * See area codes	Audio-Monthly unlimited Toll * See area codes	Audio - Pay per min Toll Free	*Annual MeetingOne Gold Support Plan
Up to 15	\$7,425	\$619	N/A	\$1000	\$100	.025	\$500
Up to 25	\$12,375	\$1,031	N/A	\$1600	\$150	.025	\$700
Up to 50	\$24,750	\$2,063	\$6,188	\$3200	\$300	.025	\$1000
Up to 100	\$49,500	\$4,125	\$12,375			.025	\$2000
Up to 150	\$74,250	\$6,188	\$18,563			.025	\$3000
Up to 500	\$247,500	\$20,625	\$61,875			.025	\$5000
Up to 1000	\$495,000	\$41,250	\$123,750			.025	\$10,000
Seminar Room	Annual	Monthly				Audio - Pay per min Toll Free	
Up to 200	\$8,500	\$2,000				.025	
Up to 500	\$17,000	\$4,000				.025	
Up to 1000	\$22,750	\$5,000				.025	
Up to 1500	\$27,300	\$6,000				.025	

Seminar Room AddOn seats	Cost
300 seats (add to a 200 seat room)	\$8,670
500 seats (add to a 500 or 1000 seat room)	\$6,800

Adobe Connect Instructor-led training courses	Participants
Up to 15 participants	\$550

**Additional offerings available to VITA: Training Center / eLearning bundle**

Adobe would like to extend special pricing to VITA users interested in creating on-demand training or eLearning courses. The eLearning bundle can be used in conjunction with an annual Adobe Connect license to provide a live element to an online (or on-demand) learning course.

The VITA eLearning bundles include:

- Concurrent Learners licenses
- Adobe Presenter licenses
- Content Publish licenses
- Training sessions on Concurrent Learner and Adobe Presenter
- SLA for on-going eLearning Support

**Concurrent Learners** – Concurrent Learner seats allow you to create a self-paced course online, invite participants, track attendance (who viewed and for how long) and tally test scores. The pricing is scalable according to how many maximum participants might be logging in at one peak moment in time to take your course. <http://tv.adobe.com/watch/learn-adobe-connect-8/training-overview/>

**Content Authoring:**

Adobe offers easy-to-use content authoring tools like Adobe Presenter and Adobe Captivate. These tools can help you create engaging content for Adobe Connect sessions, or online courses you wish to track inside an LMS.

**Adobe Presenter** allows you to easily turn any existing PPT into a piece of eLearning content. (It is a one-time purchase for the license, then each following year there is a M&S fee.)

- PPT authoring
- Use out-of-the-box assets such as actors and learning interactions to convert slides into interactive training content
- Support for PowerPoint 2010
- Audio normalization controls per slide
- Simultaneously capture video feeds of yourself and your screen, and easily mix and edit them to create experiences as impactful as real life.
- Live preview of the slide or entire presentation, without having to publish to preview
- Deliver to the web, video sharing sites, desktops, and mobile devices
- Create transitions, timed object animations, hyperlinks
- Customize quizzes and track with your LMS
- Integrate multimedia, edit audio, images, SWF, FLV

- Still easy to use!

<http://www.adobe.com/products/presenter.edu.html>  
<http://tv.adobe.com/watch/new-in-adobe-presenter-8/whats-new-in-adobe-presenter-8/>

**Content Publish** license provides individual Named Authors with rights to publish Adobe Presenter, Adobe Captivate, or other authoring tools to the Hosted or Server platform content library. It is necessary if you are using the Adobe Concurrent Learner modules as the LMS. This library supports the following formats: \*.ppt, \*.pptx, \*.flv, \*.swf, \*.pdf, \*.gif, \*.jpg, \*.png, \*.mp3, \*.html, \*.mp4, \*.f4v or \*.zip.  
 (It is an annual subscription fee.)

On-demand Training Center / eLearning bundles	Participants
Up to 10 Concurrent Learner bundle	\$9,866.76
Up to 15 Concurrent Learner bundle	\$11,900.83
Up to 25 Concurrent Learner bundle	\$17,694.90
Up to 50 Concurrent Learner bundle	\$26,185.32
Up to 100 Concurrent Learner bundle	\$42,910.62

**Product Summaries and Offerings - The MeetingOne cost proposal offerings include the following items:**

- Adobe Connect for web conferencing
- MeetingOne Audio for audio conferencing
- MeetingOne Gold Support
- MeetingOne User Training

**Adobe Connect for web conferencing**

**Web-conferencing licensing options:**

Annual Plan: (recurring)

The Adobe Connect annual plan allows for recordings to be stored for the 1 year term. It allows full access to web meeting reports throughout the year. It is recommended to purchase with the MeetingOne Gold Support Plan. (This is not required, but highly recommended to ensure faster support,

issue tracking and resolution. ) We offer an additional discount for audio packages purchased with the annual license agreement.

Monthly payment arrangements can be made through our financing division, if desired. Burst packs are available to add to Concurrent Users annual license agreements. The cost is \$1500 per pack which allows for 5000 prepaid overage minutes.

Single 1 Month Plan: (non-recurring)

Adobe Connect is not typically offered in a monthly fashion. However, we are making an exception to offer a single 1 month plan. This plan will last for 4 weeks and recordings will be accessible during this timeframe. After the month is complete, the credentials will expire and content removed from the system. Users must purchase another 1 month plan to begin another term and new credentials will be issued. There is a 15 cent per minute /per connection charge for additional participants beyond the original purchase amount.

-For new users, we highly suggest reserving an Operator in Stand By for the first few web sessions to assist with on the fly questions/issues. (see Operator Assisted sessions area)

3 month term: (recurring)

As an exception for VITA, Adobe has approved a special 3 month term license. This term can be paired with the monthly audio plan.

Here is how it differs from the Single Month Plan: Users will have access to recordings, content and meeting reports throughout the 3 month term. The Adobe Connect license is purchased for a 3 month term upfront. This term can be renewed and the same credentials will apply to the account, recording content will carry over to the next term.

\*It is recommended to purchase with the MeetingOne Gold Support Plan. (This is not required, but highly recommended to ensure faster support, issue tracking and resolution.)

**Web-conferencing licensing descriptions:**

**Concurrent Users**- think of this as a pool of seats. For example say you purchase 100 seats- you can have one meeting with 100 attendees. OR you could have 2 meetings with 50 in each. OR 1 meeting with 25, another with 50, another with 10 and another with 15 attendees all simultaneous. (These are also not specifically assigned and you can have as many meeting rooms running concurrently as long as you don't exceed you're total number of seats). The Concurrent Seat model offers the most flexibility because it offers an unlimited number of meeting hosts, can easy be share within a department.

**Seminar Room** - the Seminar room can only be used for one meeting at a time, anyone can be authorized to do so (not specifically assigned). If you purchase multiple seminar rooms, they can operate simultaneously. You may purchase up to 1500 seats. Minimum purchase of 200 seats.

**\*SPECIAL NOTE #1:**

For large scale meetings, it is more cost effective to license an annual seminar room than to license Concurrent Seats in a large amount for a few large scale events. The Cost Proposal outlines options for Concurrent Seats and Seminar rooms. If users purchase an annual license, these may be included on the same agreement. (Example: 40 users annual + 400 seat Seminar room) Please defer to the Cost Proposal to assess all offerings. The specific uses have the potential to reduce the total evaluation cost drastically.

## **MeetingOne Audio Conferencing**

### **Toll Only numbers: (based on local area codes)**

The MeetingOne Audio plans offered above are for unlimited localized plans. Call in numbers will be assigned based on area codes within Virginia. Unlimited audio packages with a \* indicated are for Dial In only. The proper call in procedures must be followed.

For users to avoid long distance charges, participants must follow the Procedure for Dial In or Dial Out from an audio conference:

-To Dial In to a conference, participants will first dial the Toll/local access number for their area code found in the list below then the conference room phone number (over 70 cities available).

<http://www.meetingone.com/node/133>

-Participants can Dial Out to themselves from within the Connect meeting room.

MeetingOne offers localized numbers for the unlimited monthly Toll Only plans in the following area codes: 571, 276, 434, 757, 804, 540

#### **Restrictions:**

\*Maximum capacity of 50 participants per call. If the user requires capacity for >50 participants, they must instead use the "Pay Per Use" Toll Free option below. For calls with >150 participants, reservations must be made. Please refer to the Reservation-based call policy listed further below.

\*Does not allow for two-way audio VoIP and telephone mixed on same session.

### **Pay Per Use Audio: (Toll Free)**

MeetingOne offers Toll Free numbers (866#) to users at 2.5 cents per minute/per connection. This is a pay as you go structure. Users will be billed at the end of each month directly. With this service, users can have 2-way audio streaming (VOIP and telephone) and have reservation-less calls with up to 150 participants.

USF and CCRF fees (FCC mandated) will be applied to all invoices. Please view our Terms of Use: <http://www.meetingone.com/us/Customer/termsOfUse.cfm>

**International rates:** local access numbers \$0.12 per minute (where available)

[http://www.meetingone.com/Access\\_Phone\\_Numbers](http://www.meetingone.com/Access_Phone_Numbers)

(If users have a participant in a country not on this list, please contact MeetingOne for rates and dialing instructions)

**Canadian Calls:**

*For calls originating from Canada, \$0.05/min will apply in addition to the negotiated US toll free per minute rate - for dial out to Canada, international rates apply.*

**Reservation-based calls for 150 > more participants:**

If you are planning for a larger audio call with >150 participants, please refer to link below for more details on rates, reservation and cancellation policy. \*A reservation is required for calls > 150 participants. [http://www.meetingone.com/customers/Reservation\\_Based\\_Call\\_Request.pdf](http://www.meetingone.com/customers/Reservation_Based_Call_Request.pdf)

**Operator Assisted sessions:**

\*A reservation must be made for operator assisted sessions. The Operator Stand By or Operator Facilitation reservation charges will apply along with the Operator Assist rates.

**Operator Stand By:**

Operator available to open and close session room, in stand-by mode for urgent questions

Audio Only = \$100  
Audio + Web = \$150

**Operator Facilitation:**

Operator is scheduled to assist with running the entire session, dry-run, Q&A, Dial Out, mute-un-mute lines.

Audio Only = \$199  
Audio + Web = \$299

**Operator Assist rates will then be applied as follows:**

8 cents per minute per participant on call (Audio only)  
11 cents per minute per participant logged in via web (Audio + Web)

**Audio transcriptions:**

\$4.50 per minute for total length of Connect recording

**MeetingOne Gold Support**

MeetingOne offers annual Gold Support packages which offer priority response turnaround time for end user requests. Let us be your Help Desk for end user support of Adobe Connect and MeetingOne integrated audio. Support includes priority escalation to Adobe for Adobe Connect related issues requiring further follow up, tracking or resolution.

Support Services Overview:

Toll-free phone and Email Support:

- Hours of availability: Monday through Friday 8am - 8pm EST | 7am - 7pm CST | 5am - 5pm PST (Excluding some statutory holidays)
- Target Response time: 3 hours (see below for details)

MeetingOne Expertise and Focus:

- Product Features / How To: MeetingOne supports product use, including commands, menu items, core and advanced features outlined in the User Guide and online Help.
- Standard Installation / Product Defects: MeetingOne provides technical support for standard product installation, troubleshooting for verified product defects and possible solutions to new technical issues.

Target response times: 3 hours average based on case priority definitions below:  
(During normal business hours)

Priority 1\*: 1 hour

Priority 2\*: 2 hours

Priority 3\*: 4 hours

Priority 4\*: 1 business day

## **MeetingOne User Training**

MeetingOne offers a 2 hour virtual instructor-led group training course. Training is essential to a more effective roll out. Users will get started using the tool at a much faster rate and take better advantage of the technology investment.

Other useful training resources:

Learn Adobe Connect: <http://tv.adobe.com/show/learn-adobe-connect-8/>

## **ADDENDUM A: VITA EDU offerings**

Addendum A includes additional Adobe Connect licensing offerings for educational institutions. These orders are processed through the EDU channel and have a different pricing structure. However, they must meet the qualifying requirements and the Purchase Order must come directly through the organization itself.

Educational institution eligibility:

[http://www.adobe.com/mena\\_en/education/institution-eligibility-guide.html](http://www.adobe.com/mena_en/education/institution-eligibility-guide.html)

**Requirements:**

The pricing reflected in the charts below will allow for annual terms only. If a requestor has interest in the single month plan, the rates for the VITA GOV offering will apply. The pricing for audio offerings and instructor-led training courses will remain the same. Requesting entity must meet the qualifying requirements and the Purchase Order must come directly through the institution itself.

EDU PRICING	
Concurrent Seats	Annual term
Up to 15	\$4,050
Up to 25	\$6,210
Up to 50	\$12,420
Up to 100	\$24,300
Up to 150	\$36,450
Up to 500	\$101,250
Up to 1000	\$189,000

EDU PRICING		
Seminar Room	Annual term	Monthly
Up to 200	\$3,000	\$600
Up to 500	\$6,000	\$1,200
Up to 1000	\$7,125	\$1,500
Up to 1500	\$8,550	\$1,800

Seminar Room AddOn seats -EDU	Cost
300 seats (add to a 200 seat room)	\$3,000
500 seats (add to a 500 or 1000 seat room)	\$2,500

EDU PRICING	
eLearning bundles	Annual term
Up to 25	\$5,747.60
Up to 50	\$9,497.60
Up to 100	\$15,725.79

**ADDENDUM B: Named Organizer bundles (5 pack and 10 pack of rooms)**

Addendum B includes additional room bundles for GOV and EDU entities. This licensing is different from the concurrent user license in that it is limited to only 5 or 10 specifically named meeting hosts. (The concurrent seat model offers an unlimited number of Meeting Hosts and is more flexible.)

<b>Named Organizer 5 pack bundle pricing</b>	
GOV pricing	\$2,154.56

<b>Named Organizer 10 pack bundle pricing</b>	
GOV pricing	\$4,309.12
EDU pricing	\$1,349

**Named Organizers-** Allows for 5 or 10 rooms with up to 100 participants in each live virtual meeting room. Each room is assigned to specific individual who must be consistently present to host the meetings. The individual (host) can invite up to 100 participants (you may have more participants, additional fees would apply). These meetings can run simultaneously. No limitations on how often you use them.

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## ADDENDUM C:

This section includes additional requested “a la carte” items requested such as:

- Adobe Event Manager
- Content Publish
- Adobe Presenter
- Adobe Presenter Training

### Adobe Event Manager:

Adobe Event Manager is a great tool to pair up with Adobe Connect in cases when there is a seminar or webinar format. It allows users to build custom branded registration pages, allowing participants to self-register for a session, sending registration & confirmation emails, reminders and notifications, branded emails, additional email options, and absentee/attendee reporting for meetings, courses, curriculums,

presentations and other content. Create customized survey questions. (It is an annual subscription.)

<http://tv.adobe.com/watch/learn-adobe-connect-8/events-module-overview-promoting-your-event/>

Adobe Event Manager	GOV
1 user license	\$750
5 user license	\$3,750

**Content Publish** license provides individual Named Authors with rights to publish Adobe Presenter, Adobe Captivate, or other authoring tools to the Hosted or Server platform content library. It is necessary if you are using the Adobe Concurrent Learner modules as the LMS. This library supports the following formats: \*.ppt, \*.pptx, \*.flv, \*.swf, \*.pdf, \*.gif, \*.jpg, \*.png, \*.mp3, \*.html, \*.mp4, \*.f4v or \*.zip. (It is an annual subscription fee.)

Content Publish	GOV
1 user license	\$500
5 user license	\$2,250

**Adobe Presenter** allows you to easily turn any existing PPT into a piece of eLearning content. (It is a one-time purchase for the license, then each following year there is a M&S fee.)

- PPT authoring
- Use out-of-the-box assets such as actors and learning interactions to convert slides into interactive training content
- Support for PowerPoint 2010
- Audio normalization controls per slide
- Simultaneously capture video feeds of yourself and your screen, and easily mix and edit them to create experiences as impactful as real life.
- Live preview of the slide or entire presentation, without having to publish to preview
- Deliver to the web, video sharing sites, desktops, and mobile devices
- Create transitions, timed object animations, hyperlinks
- Customize quizzes and track with your LMS
- Integrate multimedia, edit audio, images, SWF, FLV
- Still easy to use!

<http://www.adobe.com/products/presenter.edu.html>

<http://tv.adobe.com/watch/new-in-adobe-presenter-8/whats-new-in-adobe-presenter-8/>

Adobe Presenter	GOV
5 user license	\$2495 + \$499 M&S

To recap, users may purchase Adobe Presenter 5 packs. The cost is \$2994 initially, and then \$499 is the recurring M&S charge each following year.

**Adobe Presenter Training** (up to 15 may attend 2hr. virtual course)

<b>Adobe Presenter</b>	<b>\$550</b>
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**Concurrent Learner Training** (up to 15 may attend 2hr. virtual course)

<b>Adobe Concurrent Learner Training</b>	<b>\$550</b>
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**Adobe Event Manager Training** (up to 15 may attend 2hr. virtual course)

<b>Adobe Event Manager</b>	<b>\$550</b>
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**ADDENDUM D:**

Below are the latest additions to the licensing options:

**Adobe Connect Managed Services (ACMS)** is our hosted platform allowing for further customization such as Single Sign On, integration with 3<sup>rd</sup> party systems and APIs, settings can be further applied to assist your organization in meeting internal HIPAA requirements.

- Rapid deployment and scalable capacity
- Private and secured environment
- Customizable integrations
- Flexible maintenance and upgrade schedules

**ACMS options and Add On configurations are below:**

<b>ACMS</b>	<b>GOV</b>
100 Concurrent Seats	\$135,000
200 Concurrent Seats	\$189,000
300 Concurrent Seats	\$259,200
500 Concurrent Seats	\$384,750
+100 Concurrent Seat AddOn (further discount may be applied, if original purchase was for 200 seats or greater)	\$135,000
MeetingOne Gold Support for ACMS	\$3,000
Staging Cluster	\$40,000
Additional Storage (1 extra TB per year)	\$6,000
Additional Data Transfer (1 GB extra data transfer per year)	\$200
ACMS – Mp4 conversion pack (5000 prepaid conversion minutes) Converts FLV to mp4.	\$6,000

ACMS – 10 Concurrent Learner Add On	\$7,181.90
ACMS – 25 Concurrent Learner Add On	\$18,750
Advantage Support ACMS	\$60,000
200 Seat Seminar Room	\$15,000
500 Seat Seminar Room	\$30,000
1000 Seat Seminar Room	\$37,500
1500 Seat Seminar Room	\$45,000
+ 300 seat add on to seminar room	\$15,300
+ 500 seat add on to seminar room	\$12,000

The options below may be added to an existing BASIC hosted license agreement, these do not apply to ACMS. The Concurrent Learner AddOns may be purchased in addition to any of the existing BASIC hosted eLearning bundles.

**Basic Hosted AddOn options**

Basic Hosted Add Ons	GOV
5 Concurrent Learner Add On	\$2,250
25 Concurrent Learner Add On	\$10,625
MP4 conversion pack (5000 prepaid conversion minutes) Converts FLV to mp4.	\$4,000

The training and service options below are new additions. They may be purchased with a BASIC hosted or Adobe ACMS hosted environment.

**Training and Services options**

Training and Services options	GOV
eLearning SLA - annual	\$1,300
3 days virtual technical consulting	\$5,100
5 days virtual technical consulting	\$8,500
2 days onsite Adobe Connect training	\$6,000
2 days virtual Adobe Connect training	\$4,000
2 days onsite Role Based Training for Instructional Design	\$6,000
Customization	\$10,000

**Descriptions:**

eLearning Support SLA:

This is an annual agreement for additional support regarding Adobe Presenter or Concurrent Learner. This may only be purchased in addition to one of the eLearning bundles, once initial the trainings session have already taken place. This offers 5 total hours of additional support, to be scheduled in 30 minute segments throughout the year.

3 days virtual technical consulting - Connect Server Administration Training, SSO configuration/customization

5 days virtual technical consulting - Connect Server Administration Training, SSO configuration/customization

2 days onsite training for Adobe Connect - Onsite course can handle up to 15 participants. Cost includes travel.

2 days virtual training for Adobe Connect - Virtual course can handle up to 15 participants.

Role Based Training - 2 days onsite training - Onsite course can handle up to 15 participants. Cost includes travel.

Customization - May be purchased if user would like to add a customization to an existing hosted environment. The dollar amount due for this sku may vary depending on request.

**AUDIO SERVICE OPTIONS:** The following options have been added for procurement of audio services.

<b>OPEN PO for audio service, options:</b>
Open PO for \$500
Open PO for \$1,000
Open PO for \$2,000
Open PO for \$5,000

**OPEN PO for audio services** - By setting an open PO amount for audio services, MeetingOne can bill against this amount for monthly audio usage.

<b>Operator Assist – flat rate packages</b>	<b>Cost</b>
1 event	\$595
5 events	\$2,475

**Operator Assist – flat rate packages**

-Users seeking operator assistance for a webinar event may choose to pay a flat rate of \$595 for the entire engagement.

-Users seeking operator assistance for a webinar event may choose to pay a flat rate of \$2475 for a bundle of 5 event engagements.

To ask questions regarding the offerings, sign up for a service, or request a free 30–day trial, please visit the VITA service request form: <http://www.myconferenceportal.com/VITA/>

\*Please also find MeetingOne product offerings available through the EVA online catalog.

Kind Regards,

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MeetingOne  
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**EXHIBIT B**  
**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information. The Bidder:**

is a corporation or other business entity with the following SCC identification number:  
VS0000090788 -OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**ATTACHMENT A**  
**Service Level Agreements (SLAs)**

(To be effective 30 days following commencement of the solution.)

<u>Performance Standard</u>	<u>Measurement</u>	<u>Measurement period</u>	<u>% Level</u>	<u>Service Price</u>	<u>Remedy</u>
(example) Answer Time	All Calls in 30 Sec	Monthly	95%	100%	\$1000/1%
(example) Time to Process Order.	All Orders received by 3:00 pm are processed that day	Monthly	95%	N/A	\$1000/1%
(example) Time to respond on-site to customer request for service	All service requests logged by 12:00pm are dispatched to service technician for servicing that day	Monthly	95%	100%	\$1000/1%
Standard Support Answer Time	All calls within 1 minute Resolution within 6-8 hours	Monthly	99%	N/A	N/A
Gold Support Answer Time	All calls within 1 minute Resolution within 1-3 hours	Monthly	99%	See cost proposal	N/A
Time to Process Order – Annual Web	8-10 business days	Monthly	99%	N/A	N/A
Time to Process Order – 1 month plan	24-48 hours	Monthly	99%	N/A	N/A
Time to Process Order - Audio	24-48 hours	Monthly	99%	N/A	N/A