



## 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

October 08, 2015

Bradford Jones  
Cobblestone Systems Corporation  
918 White Horse Pike  
Somerdale New Jersey 08083

Mr. Jones,

Per Section 3.A. ("Term and Termination") of contract VA-121203-CSC, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from December 3, 2015 through December 2, 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  
E-mail: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

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

TDD VOICE -TEL. NO.  
711

November 10, 2014

Bradford Jones  
Cobblestone Systems Corporation  
114 East Clements Bridge Road  
Runnemede New Jersey 08078

Mr. Jones,

Per Section 3.A. ("Term and Termination") of contract VA-121203-CSC, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from December 3, 2014 through December 2, 2015. Should you have any questions, please feel free to contact me.

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

**MODIFICATION NO. 1  
TO  
CONTRACT NUMBER VA-121203-CSC  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
COBBLESTONE SYSTEMS CORPORATION**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-121203-CSC.

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 E on Contract Page 5.  
*"Authorized Users 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 definition of "Acceptance" in Section 10 Subsection B on Contract Pages 15-16; "Statement of Work (SOW)" in Section 17 Subsection C on Contract Pages 22-23; "Reimbursement of Expenses" in Section 17 Subsection G on Contract Page 25; Exhibit B-1 on Change Order Pages 2-3; Exhibit B Section 6 on Exhibit B Pages 3-4.  
*"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."*
3. Add to the definition of "Indemnification" in Section 22 Subsection A on Contract Pages 27-28.  
*"In the event of a settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."*
4. Add to the definition of "Dispute Resolution" in Section 28 Subsection E on Contract Page 31.  
*"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-121203-CSC 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: Cobblestone Systems Corporation

NAME: Mark Nastasi

TITLE: BP

DATE: July 8, 2014



Mark Nastasi - VP

COMMONWEALTH OF VIRGINIA

BY: Dary Crews

NAME: Dary Crews

TITLE: VITA Sourcing mgr

DATE: 7/15/14



# **Contract Management Software as a Service Contract**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

CobbleStone Systems Corporation

---

**CONTRACT MANAGEMENT SOFTWARE AS A SERVICE CONTRACT  
TABLE OF CONTENTS**

<b>1. PURPOSE</b>	<b>5</b>
<b>2. DEFINITIONS</b>	<b>5</b>
A. Acceptance	5
B. Agent	5
C. Application	5
D. Application Users	5
E. Authorized Users	5
F. Business Day/Hour	5
G. Computer Virus	5
H. Confidential Information	6
I. Content	6
J. Documentation	6
K. Electronic Self-Help	6
L. Licensed Services	6
M. Party	6
N. Requirements	6
O. Statement of Work (SOW)	6
P. Supplier	7
Q. Supplier Product	7
R. Update	7
S. Web Site	7
<b>3. TERM AND TERMINATION</b>	<b>7</b>
A. Contract Term	7
B. Scalability	7
C. Termination for Convenience	7
D. Termination for Breach or Default	7
E. Termination for Non-Appropriation of Funds	8
F. Effect of Termination for Application and Licensed Services	8
G. Contract Kick-Off Meeting	8
H. Contract Closeout	9
<b>4. DESCRIPTION OF LICENSED SERVICES</b>	<b>9</b>
<b>5. SUPPLIER RESPONSIBILITIES</b>	<b>9</b>
A. Standard Application Responsibilities	9
B. Ancillary Responsibilities	11
C. Subcontractors	11
<b>6. AUTHORIZED USER RESPONSIBILITIES</b>	<b>11</b>
<b>7. CONTENT PRIVACY AND SECURITY</b>	<b>11</b>
<b>8. PROPRIETARY RIGHTS</b>	<b>13</b>
A. Supplier's Proprietary Rights	13
B. Authorized User Requirements and License Restrictions	13
C. Authorized User Proprietary Rights	14
<b>9. TRANSITION ASSISTANCE FOR APPLICATION AND LICENSED SERVICES</b>	<b>15</b>
<b>10. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES</b>	<b>15</b>
A. Licensed Services Commencement Date	15
B. Acceptance	15
C. Cure Period	16
<b>11. RECORDS AND AUDIT</b>	<b>16</b>
<b>12. APPLICATION AND LICENSED SERVICES SUPPORT</b>	<b>16</b>
A. Coverage	16

---

B. Service Levels	16
C. Application Evolution	17
13. SERVICE LEVELS AND REMEDIES	17
A. Availability	17
B. Provisioning	18
C. Reporting	18
D. Failure to Meet Service Level Commitments	18
E. Escalation Procedures	18
14. ESCROW AGREEMENT	19
15. GENERAL WARRANTY	20
A. Ownership	20
B. Licensed Services, Application, and Documentation	20
C. Malicious Code	21
D. Privacy and Security	21
E. Operating System and Software Supportability	21
F. Access to Product and Passwords	21
G. Open Source	21
H. Supplier's Viability	21
I. Supplier's Past Experience	22
16. TRAINING AND DOCUMENTATION FOR APPLICATION AND LICENSED SERVICES	22
17. FEES, ORDERING AND PAYMENT PROCEDURE	22
A. Fees and Charges	22
B. Application Demonstration	22
C. Statement of Work (SOW)	22
D. Request for Quote	23
E. Ordering	23
F. Invoice Procedures	24
G. Reimbursement of Expenses	25
H. Purchase Payment Terms	25
18. REPORTING	25
19. STEERING COMMITTEE	25
20. COMPETITIVE PRICING	26
21. CONFIDENTIALITY	26
A. Treatment and Protection	26
B. Exclusions	26
C. Return or Destruction	27
22. INDEMNIFICATION AND LIABILITY	27
A. Indemnification	27
B. Liability	28
23. INSURANCE	28
24. SECURITY COMPLIANCE	28
25. IMPORT/EXPORT	29
26. ACCEPTABLE USE POLICY (IF APPLICABLE)	29
27. BANKRUPTCY	29
28. GENERAL PROVISIONS	30
A. Relationship between VITA and Authorized User and Supplier	30
B. Incorporated Contractual Provisions	30
C. Compliance with the Federal Lobbying Act	30
D. Governing Law	31
E. Dispute Resolution	31
F. Advertising and Use of Proprietary Marks	31
G. Notices	31
H. No Waiver	32
I. Assignment	32
J. Captions	32

---

<b>K. Severability</b>	<b>32</b>
<b>L. Survival</b>	<b>32</b>
<b>M. Force Majeure</b>	<b>32</b>
<b>N. Remedies</b>	<b>32</b>
<b>O. Right to Audit</b>	<b>32</b>
<b>P. Contract Administration</b>	<b>33</b>
<b>Q. Entire Contract</b>	<b>33</b>

---

## **CONTRACT MANAGEMENT SOFTWARE AS A SERVICE CONTRACT**

THIS CONTRACT MANAGEMENT SOFTWARE AS A SERVICE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and CobbleStone Systems Corporation (Supplier), a corporation headquartered at 114 E. Clements Bridge Rd Runnemedede NJ 08078, to be effective as of December 3, 2012 (Effective Date).

### **1. PURPOSE**

The purpose is to provide a Contract Management Solution for the Commonwealth and all public bodies. The Solution presented to VITA will be in the form of Software as a Service (SaaS). This Contract sets forth the terms and conditions under which Supplier agrees to provide the Licensed Services, including access to the Application(s), and any related products and optional services to the Authorized Users and to any Application Users as required by such Authorized Users.

### **2. DEFINITIONS**

#### **A. Acceptance**

Successful performance of the Application and Licensed Services, and if authorized by the Contract, successful performance of the related optional 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 and applicable order.

#### **B. Agent**

Any third party independent agent of any Authorized User.

#### **C. Application**

The software programs in object code and other related data, including intellectual data, proprietary information and Documentation contained and applicable to the Licensed Services hosted and supported by Supplier under this Contract, as described in Exhibit A, including any Updates, enhancements, and replacements to the Application.

#### **D. Application Users**

Application Users shall include, as specified in the applicable order, employees of an Authorized User, independent contractors engaged by an Authorized User, or entities contracting with an Authorized User for services, as well as customers, suppliers, members of the general public, and other entities with whom an Authorized User may find it necessary or desirable to process or communicate electronically in pursuit of its business.

#### **E. Authorized Users**

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

#### **F. Business Day/Hour**

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable Statement of Work, excluding Commonwealth-designated holidays.

#### **G. 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.

---

#### **H. 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 or SOW 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, or (iv) any information provided by an Application User which type of information is designated by the Authorized User as “Confidential” or “Proprietary” or which information is otherwise reasonably identifiable as the confidential or proprietary information of the Application User providing such information.

#### **I. Content**

Any data, including the selection, arrangement and organization of such information or data, entered, uploaded to the Application, or otherwise provided to Supplier by Authorized User or by any Application User, and any software and related documentation, from whatever source, provided by Authorized User to Supplier in connection with this Contract.

#### **J. Documentation**

The Supplier’s user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates describing the Application, Licensed Services and Supplier Product provided to Authorized User, in printed and/or electronic form. If related optional services are authorized under the Contract, Documentation includes training and documentation necessary for an Authorized User to have full benefit of the services, including any deliverables.

#### **K. Electronic Self-Help**

Any use of electronic means to exercise Supplier’s license or service termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any order placed hereunder.

#### **L. Licensed Services**

The operation of the Application and the necessary operating system software, hardware and utilities on Supplier’s host computer system, furnishing Supplier Product to Application Users, storing Content and making the Application, Content, and Supplier Product available to Application User(s) via the Web Site, as more fully described in [Exhibit A](#).

#### **M. Party**

Supplier, VITA, or any Authorized User.

#### **N. Requirements**

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Licensed Services and Application, and if authorized by the Contract, of the optional services and deliverables, as set forth in the applicable Statement of Work, [Exhibit A](#) and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder.

#### **O. Statement of Work (SOW)**

Any document in substantially the form of Exhibit A (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing the Licensed Services, including access to the Application(s), and any related optional services to an Authorized User and its designated Application Users which, upon signing by both Parties, shall be deemed a part of this Contract..

---

**P. 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).

**Q. Supplier Product**

Supplier's proprietary reports, information and data made available to Authorized User and its Application Users as part of the Licensed Services.

**R. Update**

As applicable, any update, modification or new release of the Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Updates do not include minor patches or fixes.

**S. Web Site**

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator (URL) specified in the applicable SOW (or any successor URL(s)).

**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 may, in its sole discretion, extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) 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 Supplier has completely rendered the Licensed Services pursuant to such order or SOW.

**B. Scalability**

VITA or an Authorized User may make a written request to increase or decrease the scope (e.g., number of USERIDs) of Licensed Services ("revised usage") under a Statement of Work. The revised usage shall be effective not more as specified in the Service Levels agreed to in Exhibit A. Pricing for the revised usage of Licensed Services shall be calculated as provided in Exhibit B and shall be prorated on a daily basis for remaining portion of the current monthly billing period. For purposes of this provision, a written notice may include an e-mail or the use of a Supplier-provided provisioning website by an Authorized User's designated administrator.

**C. 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. In addition, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit for resolution any contractual dispute or order dispute to VITA, or any dispute regarding an order terminated by an Authorized User to such Authorized User, according to the terms of the Dispute Resolution Section of this Contract.

**D. 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 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 prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

**E. 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.

**F. Effect of Termination for Application and Licensed Services**

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Licensed Services rendered or Application components delivered by Supplier prior to the termination date.

In the event of a Termination for Breach or Termination for Default, the affected Authorized User(s) shall not be liable for any cost related to the terminated Contract, order, SOW, or portion thereof. Supplier shall accept return of any products or software provided to the affected Authorized User(s), and Supplier shall refund any monies paid by any affected Authorized User for Licensed Services not accepted by such Authorized User pursuant to the Contract, order, SOW, or portion thereof terminated for breach and/or default. All costs of de-installation and return of product or software shall be borne by Supplier.

**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. DESCRIPTION OF LICENSED SERVICES

During the term of any order issued pursuant to this Contract, Supplier hereby agrees to host the Application(s) listed and described in Exhibit A and specified in such order by the ordering Authorized User on servers operated, housed, and maintained by Supplier and shall make such Application(s) available to Authorized User's designated Application Users through the Internet.

Supplier has acquired any and all license rights in the Application(s) necessary and appropriate for Supplier to provide the Licensed Services as listed and described in Exhibit A for all Authorized Users. Supplier hereby grants each ordering Authorized User and its Application Users a non-exclusive, transferable, worldwide license to access and use by any method the Application during the term of the applicable order issued pursuant to this Contract. The license fee for the rights shall be as set forth in Exhibit B, and shall apply regardless of access mode.

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Licensed Services, including access to the Application(s), or the fact that such other agreement may be presented to an Authorized User or its Application Users at the time of accessing the Application(s) ("click wrap"), the terms and conditions set forth herein shall supersede and govern licensing and use of all products and services hereunder.

## 5. SUPPLIER RESPONSIBILITIES

### A. Standard Application Responsibilities

Unless otherwise indicated in Exhibit A and purchased in Exhibit B, Supplier shall acquire and maintain, at no charge to Authorized User, the hardware and software required to host the Application(s). The hardware and software on which the Application(s) is hosted will be maintained in good operating condition, consistent with or exceeding generally accepted industry practices and procedures. In addition:

- i). Supplier shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity indicated in Exhibit A.
- ii). Supplier shall be responsible for all telecommunication connections from the server hosting the Application to the Internet.
- iii). Supplier may collect user-specific data only as necessary to provide the Licensed Services ordered by an Authorized User. No information regarding any Authorized User or any Application User shall be disclosed, provided, rented or sold to any third party for any reason

---

unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.

- iv). The Application will be made available to Authorized User and/or designated Application Users, as specified in the applicable SOW, twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime. For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Licensed Services are not available to Authorized User or its Application Users due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Authorized User shall be provided a ten (10) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Supplier will use its best efforts to notify Authorized User of a planned Downtime as soon as practicable. Maintenance or upgrades are not to exceed ninety-three (93) hours in duration in a single month and cannot occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time.
- v). Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Supplier's Application, (iii) an electric utility failure at Supplier's facility where the Application is hosted, or (iv) a network failure up to, but not including, the interconnection point of Supplier's network to the public switched telephone network.
- vi). Supplier guarantees the Application will be available for use at least ninety-nine percent (99%) of the total time during each month, excluding Excusable Downtime.
- vii). If non-Excusable Downtime exceeds the parameters listed above, Supplier will credit to Authorized User as stated in the Service Levels in Exhibit A during the month of such failure. Such credit will be issued in the month immediately following the failure.
- viii). Supplier shall be required to notify VITA in writing at least sixty (60) days prior to of any planned change(s) or Update(s) to the Application; its functionality; Content storage/ backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Supplier subcontractor. The planned changes or Updates include any change(s) that would potentially impact the secure and efficient use of the Application, as understood and agreed to between Supplier and VITA at Contract award. The purpose of this notice is to allow sufficient time for Supplier and VITA to discuss any technical/functional considerations and/or changes that would require action by the Commonwealth.
- ix). Supplier is responsible for documenting and maintaining any customizations made for operational use of the Application and/or for interoperability use with other systems or applications used by an Authorized User and paid for solely by Authorized User. The associated technical data, code, documentation and other necessary information about such customizations shall be provided by Supplier to Authorized User within ten (10) business days of the customizations' operational use. Supplier shall be required to routinely transfer knowledge regarding the Application and Licensed Services, including Updates and all material changes, to Authorized Users in a reasonable manner to ensure proper and efficient use of Application and Licensed Services without degrading performance thereof.

In addition, and at no additional cost to Authorized Users, Supplier shall provide access to additional Updates, features, and functionalities of the licensed Application as are provided by Supplier to other customers of Supplier who require functionality similar to that of the Application provided to Authorized Users. All such additional features and functionality, where reasonably necessary, shall be accompanied by updated Documentation, whether in hard copy format or distributed electronically via email or the Supplier website. Notwithstanding the provisions of this Section and except as agreed to in writing by VITA and Supplier, nothing in the Contract shall oblige Supplier to undertake any modifications to the Application, and all such modifications are at Supplier's sole discretion whether suggested by an Authorized User or another party.

---

## **B. Ancillary Responsibilities**

Supplier shall, throughout the term of this Contract, make available such resources, including Supplier personnel as purchased in Exhibit B, as are reasonably required to: (i) train designated Authorized User personnel in the use of the Application; (ii) develop modifications to the Application as agreed by VITA and Supplier in any exhibit hereto or as agreed in any order issued hereunder; and (iii) otherwise support the Application as provided under this Contract and any exhibits hereto or as agreed in any order issued hereunder.

## **C. Subcontractors**

It is understood that Supplier may utilize subcontractors to provide integral components of the Licensed Services and Application; however, except for those so named at time of Contract award, Supplier shall not use new or replacement subcontractors to perform or provide integral components of the Licensed Services or Application during performance of this Contract without advance written notification to and approval by VITA.

Supplier is responsible for the performance of its subcontractors used in providing any portion of the Licensed Services or Application. Additionally, Supplier is responsible for its subcontractors' compliance with the terms and conditions of this Contract.

If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any Services pursuant to such order or SOW to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract with any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

## **6. AUTHORIZED USER RESPONSIBILITIES**

Unless otherwise agreed and as applicable, Authorized User or its Agent, or an Application User, will be responsible for input of Content into Supplier's Application and Authorized User or its Agent will be responsible for keeping said Content current and accurate. Supplier will have no responsibility for assisting Authorized User in creating, modifying or inputting the Content, unless specified in Exhibit A and Purchased in Exhibit B.

If Supplier issues unique USERIDs and passwords to an Application User:

- i). Authorized User is responsible for protecting said passwords and for any authorized and unauthorized use made of the passwords. Authorized User will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity related to unauthorized use of the Licensed Services.
- ii). Authorized User shall have the right to add, change access for, or delete USERIDs at its sole discretion, subject to providing written request to the Supplier, as provided under 3.B. Authorized User shall designate Administrators who will be authorized to add, change access for or delete USERIDs.
- iii). Upon notification by Authorized User of an Application User's deletion, Supplier shall remove said Application User from its server within one (1) hour during CobbleStone standard operating hours of receipt of such notification. If Supplier fails to make such a deletion, Authorized User shall not be held liable for any charges or damages incurred due to use of the unauthorized USERID. Note, VITA may self-administer users and first level of administrator shall be performed by an authorized VITA user.

## **7. CONTENT PRIVACY AND SECURITY**

Supplier shall provide a secure environment for Content and any hardware and software, including servers, network and data components provided by Supplier as part of its performance under this Contract. Supplier shall provide a secure environment for Content and any hardware and software in accordance with VITA's Security Standards located at:

---

<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs> in order to prevent unauthorized access to and use or modification of, and to protect, the Application and Content. Supplier agrees that all Content of Authorized Users is intended solely for the business of the Authorized Users and is considered private data. Therefore, Supplier shall, at a minimum, implement the following procedures designed to protect the privacy and security of Content:

- i). User identification and access controls designed to limit access to Content to Application Users;
- ii). External connections to the World Wide Web which will have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Supplier;
- iii). Industry standard firewalls regulating all data entering Supplier's internal data network from any external source which will enforce secure connections between internal and external systems and will permit only specific types of data to pass through;
- iv). Industry standard encryption techniques which will be used when Content is transmitted by Supplier on behalf of Authorized User;
- v). Physical security measures, including securing all Content on a secure server, in locked data cabinets within a secure facility located within the United States. Access to facilities housing the Application and Content restricted to only allow access to personnel and agents of Supplier who have a need to know in connection with operation and support of the Application;
- vi). A backup of Content, for an orderly and timely recovery of such data in the event that the Licensed Services may be interrupted. Unless otherwise described in a Statement of Work, Service Provider shall maintain a backup of Content that can be recovered as per the Service Levels stated in Exhibit A. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility, located within the United States no less than daily, maintaining the security of Customer Data, the security requirements of which are further described herein.
- vii). Supplier agrees to maintain all metadata associated with any original Content submitted into the Application by an Authorized User for easy retrieval and access within two (2) hours at any point in time.
- viii). Supplier agrees to partition, in aggregate for this Contract, all Content submitted into the Application by an Authorized User in such a manner that it will not be impacted or forfeited due to E-discovery, search and seizure or other actions by third parties obtaining or attempting to obtain records, information or Content for reasons or activities that are not directly related to the business of the Authorized User.
- ix). Supplier agrees to maintain and follow a disaster recovery plan designed to maintain Application User access to the Application and Licensed Services, and to prevent the unintended destruction or loss of Content; and which plan, unless otherwise specified herein, shall provide for daily back-up of Content and archival of such Content at a secure facility located within the United States. The disaster recovery plan shall provide for and be followed by Supplier such that in no event shall the Application, Licensed Services, Supplier Product and/or Content be unavailable to any Application User for a period in excess of twenty-four (24) to seventy-two (72) hours;
- x). Supplier agrees that during the term of this Contract, Supplier will retain Authorized Users' Content for the full term of the Contract.
- xi). Supplier, and through Supplier, its employees, agents and subcontractors, shall immediately notify Authorized User, of any degradation, potential breach or breach of Content and Application privacy or security in any systems supporting the Licensed Services. Supplier shall provide VITA the opportunity to participate in the investigation of

---

the reported situation and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

- xii). Supplier shall be required to notify Authorized User in writing thirty (30) days prior to its intention to replace or add any third-party that will be provided access to Content whether that access is provided by Supplier or Supplier's subcontractors. Authorized User may reject any additional or new third parties who may be provided access to Content.
- xiii). Supplier shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.
- xiv). Supplier shall ensure performance of a SAS70 Type II audit\* (or equivalent) at least once annually of Supplier's environment. Upon request from VITA (not more than once annually), Supplier shall provide VITA with a copy of Supplier's final SAS70 Type II audit\* report. Supplier shall also assist VITA in obtaining the current SAS70 Type II audit\* report from any third-party providing services to Supplier, if said third-party services involve the processing or storage of Authorized Users' Content.
- xv). Supplier's failure to comply with the provisions in items (i) through (xiv) shall constitute a breach of this Contract.
- xvi). Within fifteen (15) business days after the expiration or termination of this Contract, Supplier shall confirm in writing to Authorized User and VITA that all Content has been removed from all systems where the Content resided during performance of this Contract in a manner that complies with and/or exceeds the Commonwealth Data Removal standard located at the following .URL:  
[http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data\\_Removal\\_Standard.pdf](http://www.vita.virginia.gov/uploadedFiles/Library/PSGs/Data_Removal_Standard.pdf). The written confirmation shall include (i) sufficient detail describing the processes and procedures used in removing the Content, (ii) information about the locations of where it was removed from within the Application and storage and other locations, and (ii) the date the removals were performed. All metadata, in its original form, shall be returned to the respective Authorized User(s).
- xvii). Authorized Users of this Contract agree to notify Supplier of any degradation, potential breach, or breach of the Content and Application privacy or security as soon as possible after discovery. Authorized Users further agree to provide Supplier the opportunity to participate in the investigation of the reported situation.
- xviii). Regular training for Supplier personnel regarding the security and data recovery programs referenced in this Section;
- xix). Regular testing of the systems and procedures outlined in this Section; and
- xx). Audit controls that record and monitor Application and Licensed Services activity continuously.

## **8. PROPRIETARY RIGHTS**

### **A. Supplier's Proprietary Rights**

Except as otherwise stated herein, the Licensed Services (including without limitation, the Application and Updates, and Supplier Product, except to the extent that Supplier Product contains Content) and Documentation are the sole and exclusive property of Supplier and its licensors. All modifications, enhancements, Updates, and translations of the Licensed Services shall be deemed a part thereof.

### **B. Authorized User Requirements and License Restrictions**

Except as otherwise provided in this Contract or as provided by law:

- i). Authorized User will use commercially reasonable efforts to ensure that Application Users comply with all of the terms and conditions hereof.

- 
- ii). Authorized User shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application.
  - iii). Authorized User shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, an Authorized User may reproduce and distribute any Application output generated from the relevant Authorized User Content, and an Application User may reproduce and distribute any Application output generated pursuant to the permissions set forth in the applicable Authorized User's order.
  - iv). Authorized User shall not rent, lease, sublicense, resell for profit, loan, distribute, network or modify the Application or Supplier Product or any component thereof, provided as part of the Licensed Services, except as otherwise authorized by Supplier. However, an Authorized User may reproduce and distribute any Application output (e.g., reports) generated by Authorized User using the Application, and an Application User may reproduce and distribute any reports or output generated by the Application User using the Application and pursuant to the permissions in the applicable Authorized User's order.
  - v). Authorized User shall only use the Application and Supplier Product in the normal course of business, in connection with, and as part of, the Licensed Services as per the intended use of the product.
  - vi). Authorized User shall not attempt to gain unauthorized access to the Application or Licensed Services, other user accounts, computer systems or networks connected to the Licensed Services;
  - vii). Authorized User shall not remove, obscure or alter Supplier's proprietary notices, disclaimers, trademarks, or other proprietary rights notices of any kind affixed or contained in the Application or Licensed Services or any written or electronic report, output or result generated in connection with the Licensed Services;
  - viii). Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains any Computer Viruses.
  - ix). Authorized User shall not use the Application or Licensed Services for any illegal, obscene, offensive or immoral purpose.

**C. Authorized User Proprietary Rights**

Except as otherwise stated herein and with the exception of any applicable third-party rights, Content and any customizations made for Authorized User's operation of the Application or for interoperability with other Authorized User's systems or applications paid for by the Authorized User, are and shall remain the sole and exclusive property of Authorized User, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any Content or customizations relating to Authorized User's business shall remain the property of Authorized User, whether or not supplied to Supplier or uploaded into the Application. Nothing in this Contract shall be construed as conveying any rights or interest in Content or customizations to Supplier. Upon termination of an order issued hereunder, Supplier agrees to either provide the Content and customizations to the applicable Authorized User, or, at such Authorized User's request, certify in writing that said Content and customizations in all formats, have been destroyed.

Title, Intellectual Property and ownership of the Licensed Services and software shall remain the sole and exclusive property of Supplier, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights thereto. Additionally, all right, title and interest in and to any updates and improvements provided by Supplier shall remain the

---

exclusive property of Supplier. Nothing in this Contract shall be construed as conveying any rights or interest of Suppliers Intellectual Property to Supplier.

## **9. TRANSITION ASSISTANCE FOR APPLICATION AND LICENSED SERVICES**

Upon execution of an order or SOW pursuant to this Contract, Supplier and Authorized User will develop a transition plan ("Transition Plan") detailing each Party's respective tasks for the orderly transition and migration of (i) all Content stored by Supplier pursuant to such order to Authorized User's archive and/or to a system or application maintained by Authorized User or a third party application service provider and agreed in writing by Authorized User and Supplier, (ii) the Application and Licensed Services to Authorized User or a third party service provider when such transition and migration to occur upon termination or expiration of the Contract or the order or SOW.

At a minimum, the Transition Plan shall provide that upon expiration or termination of this Contract or the applicable order or SOW for any reason, Supplier will return all Content in its possession to the Authorized User in a format accessible without the use of Supplier's Application. In addition, Supplier will, at Authorized User's option, continue to provide Licensed Services for up to six (6) months after the date of expiration or termination of such order or SOW in order to facilitate Authorized User's transition to a new service provider. Supplier shall also provide such reasonable assistance as may be requested by Authorized User to effectuate such transition.

Supplier shall, within thirty (30) days of expiration, completion, or termination of this Contract or order or SOW issued hereunder, provide to all affected Authorized Users a complete set of all Content provided to Supplier by the relevant Authorized User and/or its Application Users and stored by the Application on behalf of such Authorized User. Supplier's failure to do so shall constitute a material breach of this Contract and, in addition to the remedies set forth in this Contract, VITA or the affected Authorized User may exercise all available rights and remedies under law and equity.

The obligations set forth in this section and in any Transition Plan developed pursuant to an order or SOW issued hereunder 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 perform such obligations at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall perform such obligations at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

## **10. COMMENCEMENT AND ACCEPTANCE OF LICENSED SERVICES**

### **A. Licensed Services Commencement Date**

The Supplier shall begin delivery of Licensed Services on the date requested by the Authorized User and agreed to by the Supplier in an order. An Authorized User may delay the Licensed Services commencement date by notifying the Supplier at least ten (10) days before the scheduled Licensed Services commencement date.

### **B. Acceptance**

The Application shall be deemed accepted when the Authorized User reasonably determines that such Authorized User and its Application Users can successfully access and use all functionalities of the Application which Supplier is required to provide to such Users. Such Authorized User agrees to complete Acceptance testing within thirty (30) days after receiving written notice from Supplier of the ability of such Authorized User and its Application Users to access the Application, or within such other period as set forth in the applicable order. After such period, unless Authorized User notifies Supplier to the contrary, the Application shall be deemed accepted. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which will be reimbursable by such Authorized User at the then current per diem amounts set forth by the Virginia Department of Accounts and published at: <http://www.doa.virginia.gov/> or a successor URL(s). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance

---

testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

**C. Cure Period**

If during the Acceptance test period, Authorized User is unable to access the licensed functionalities of the Application, Supplier shall provide Authorized User with such access, and such Authorized User's Application Users with their required access, within seven (7) days of written notice of inability to access, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to provide access to the licensed functionalities of the Application, such Authorized User may, in its sole discretion: (i) reject the Application in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Application access with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Application access while reserving its right to revoke Acceptance if timely correction is not forthcoming.

If the Authorized User and its Application Users are unable to access the licensed functionalities of the Application after a second set of acceptance tests, Supplier shall be deemed in default of the order. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Licensed Services to be provided thereunder by Supplier.

**11. RECORDS AND AUDIT**

Supplier shall maintain accurate records and other evidence pertaining to the costs and expenses for all Licensed Services performed/delivered under any order issued pursuant to this Contract. The records will be to the extent and in such detail as will properly reflect all direct and indirect costs associated with such order. In addition, Supplier shall maintain accurate records of the Licensed Services, including but not limited to, the "Uptime" and "Downtime" as set forth in the Supplier Responsibilities Section. Authorized User shall have the right, at any reasonable time during regular business hours after giving reasonable advance notice, to inspect and audit the records applicable to its order(s). Supplier shall preserve such records for five (5) years after termination/completion of the Licensed Services agreed to under this Contract or any order issued hereunder.

**12. APPLICATION AND LICENSED SERVICES SUPPORT**

At any time during the term of any order issued pursuant to this Contract, Supplier shall provide the following Application Services (including unlimited telephonic support and all necessary travel and labor) as purchased in Exhibit B to any Authorized User in order to ensue such Authorized User and its Application Users are able to access and use the Application in accordance with the Requirements.

**A. Coverage**

Twenty-four (24) hours per day, seven (7) days a week, Supplier provide to any Authorized User all reasonably necessary telephone or written consultation requested by such Authorized User in connection with use, problems and operation of the Application.

**B. Service Levels**

Within one (1) hour after a request from an Authorized User, Supplier will respond to such request for support of Licensed Services regarding the Application and Licensed Services, including Application, Supplier Product and Documentation in accordance with the procedures identified below. In each case, Authorized User may describe the problem by telephone, facsimile or electronic mail or via a web site provided by Supplier. Supplier shall use its best efforts/commercially reasonable efforts to meet Response Time and Resolution Time and other obligations under this Contract.

<b>Severity</b>	<b>Response Time</b>	<b>Resolution Time (Fix/work-around within)</b>	<b>Internal Escalation Procedure</b>
1 (Application down)	< 1 hour	six (6) hours	<b>1<sup>st</sup> Level Support to 2<sup>nd</sup> Level to 3<sup>rd</sup> level commensurate with outage</b>
2 (certain processing interrupted or malfunctioning but Application is able to process)	24 hours/business day	twenty-four (24) hours	<b>1<sup>st</sup> Level Support to 2<sup>nd</sup> Level to 3<sup>rd</sup> level commensurate with outage</b>
3 (minor intermittent malfunctioning, Application able to process data)	24 hours/business day	three (3) days	<b>1<sup>st</sup> Level Support to 2<sup>nd</sup> Level to 3<sup>rd</sup> level commensurate with outage</b>

The level of severity (e.g., 1, 2, 3), shall be mutually defined by such Authorized Users and Supplier.

**C. Application Evolution**

Should Supplier merge or splinter the Application previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to access the Application, to enable its Application Users to access the Application, or to receive enhancements, releases, upgrades or support for the Application.

**13. SERVICE LEVELS AND REMEDIES**

**A. Availability**

Supplier's failure to make the Licensed Services Available to Authorized User and its Application Users at least 99% of the time in any given month during the term of such Authorized User's order, excluding scheduled maintenance, shall be deemed a service level default ("Service Level Default") and Authorized User may obtain the non-exclusive remedies set forth below. For purposes of this Contract, "Available" means that Authorized User and its Application Users are able to access all features and functions of the Application and Licensed Services required by Authorized User, including but not limited to the Application and Supplier Product.

<b>Service Level (Monthly)</b>	<b>Service Level Credit (Prorated Fees – Monthly)</b>
Above 99%	0
98.99 – 97%	10%; not to exceed one month's purchase price in total
96.99 – 95%	25%; not to exceed one month's purchase price in total
94.99 – 93%	50%; not to exceed one month's purchase price in total
Below 93%	100% and, at Authorized User's sole discretion, termination of such Authorized User's order without further liability; not to exceed one month's purchase price in total

In the event Authorized User is eligible for a 100% Service Level Credit under this Section during any given month of the term of such Authorized User's order, Authorized User may terminate such order without penalty upon written notice to Supplier and, in addition to the remedies available under this Section, receive any additional remedies set forth in the Contract.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after VITA or an Authorized User has given notice of termination pursuant to the Term and Termination section of this Contract or due to non-appropriation of funds, or Authorized User has made final payment to Supplier for the Application and Licensed Services and no further invoices shall issue as a result, Supplier shall refund to Authorized User the amount of the appropriate Service Level Credit due for the period of default.

**B. Provisioning**

Incremental adds, moves or reductions in the scope of the Licensed Service (e.g., USERIDs), shall be completed within 24 business hours of a written request (including e-mail or submission to Supplier's provisioning website) from an Authorized User's designated Administrator. In the event that provisioning is not made available within one (1) business hour of the request, a credit for the incremental amount of the revision shall be applied against the next invoice for 1/30<sup>th</sup> of the corresponding pro-rated amount.

**C. Reporting**

Upon request and not to exceed once per calendar month during the term of an order or SOW issued pursuant to this Contract, Supplier shall provide Authorized User with a written report that shall contain information with respect to the performance of the Application and Licensed Services. Such report, unless otherwise agreed upon by the Parties, shall be in conformity with the reporting Supplier provides to its other customers utilizing an application and licensed services identical or similar to the Application and Licensed Services provided to the Authorized User. If service levels decrease below 97% of system availability, Authorized User reserves the right to meet as often as may be reasonably necessary to review Supplier's performance of Licensed Services and the performance of the Application and to discuss technical plans, financial matters, system performance, service levels and for any other matters related to this Contract. . Authorized User may independently audit the report at its expense no more than two (2) times annually.

**D. Failure to Meet Service Level Commitments**

In the event that such Application fails to meet the Service Levels specified herein, Supplier will: (i) promptly replace the Application with an Application that conforms to this Contract and such specifications; (ii) repair the Application, at Supplier's expense, so that it conforms to this Contract and such specifications; or (iii) refund to Authorized User all fees paid for the Application and the Licensed Services after the failure of the Application to meet the Service Levels. In the event Supplier fails to comply with these remedies, Authorized User may exercise all available rights and remedies under law and equity.

**E. Escalation Procedures**

Authorized End Users shall enact support by emailing Supplier at [support@CobbleStoneSystems.com](mailto:support@CobbleStoneSystems.com) and calling 866-330-0056 to enable emergency support.

<b>Service Level (Monthly)</b>	<b>Service Level Credit (Prorated Fees – Monthly)</b>
Above 99%	0
98.99 – 97%	10%; not to exceed one month's purchase price in total
96.99 – 95%	25%; not to exceed one month's purchase price in total

94.99 – 93%	50%; not to exceed one month's purchase price in total
Below 93%	100% and, at Authorized User's sole discretion, termination of such Authorized User's order without further liability; not to exceed one month's purchase price in total

#### 14. ESCROW AGREEMENT

Supplier shall maintain copies of all Application source code and related technical and user Documentation, in English, in an escrow account, and shall maintain with escrow agent the executed agreement attached hereto as Exhibit C (Application Escrow Agreement). Supplier shall provide VITA or such Authorized User with access to monthly downloadable data via secured web access as specified in the Statement of Work. VITA acknowledges that, prior to the Effective Date of this Contract, VITA has received a copy of the executed Application Escrow Agreement naming the Commonwealth of Virginia as a third party beneficiary. VITA has reviewed Application Escrow Agreement to ensure that it does not impose upon the Commonwealth any requirements other than administrative responsibilities necessary for the operation of the Application Escrow Agreement. If events give rise to a need for the escrow agent to release escrowed materials to the Commonwealth, the Commonwealth's sole responsibility shall be to request the release of such materials from the escrow agent. Supplier agrees to notify VITA in writing not less than thirty (30) calendar days prior to termination or any modification of the Application Escrow Agreement.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of the Commonwealth pursuant to the Application Escrow Agreement are specifically identified and listed in Attachment A and include the most current version used by all Authorized Users of:

- i). the source code for the Application software,
- ii). all Documentation related thereto as well as all necessary and available information, proprietary information in English, and
- iii). technical Documentation in English which shall enable VITA, any Authorized User, or Agent of VITA to create, maintain and/or enhance the Application without the aid of Supplier or any other person or reference to any other materials, maintenance tools (test programs and program specifications), or proprietary or third party system utilities (compiler and assembler descriptions); descriptions of the system/program generation; and descriptions of any Supplier tools required to continue to use the Application.

Supplier warrants that the information and materials to be kept in escrow in a media safe environment for the benefit of an Authorized User pursuant to an Escrow Agreement shall be specifically identified and listed in Attachment A.

Supplier warrants that the Escrow Agreements provide or shall provide for, among other items, the release of the list of items on Attachment A of each Escrow Agreement upon the happening of certain events, including, but not limited to Supplier's failure to carry out its support and maintenance obligations imposed by this Contract for a period of sixty (60) days due to:

- i. Supplier's breach or default under this Contract,
- ii. Supplier's bankruptcy,
- iii. Supplier's failure to continue to do business in the ordinary course.

Supplier agrees to pay all expenses associated with establishing and maintaining the escrow accounts and the contents mentioned above.

Subject to the information and materials listed on Attachment A of the Application Escrow Agreement being released to the Commonwealth pursuant to the terms of the Application Escrow Agreement, which is an agreement supplementary hereto, Supplier hereby grants to the Commonwealth a

---

royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed hereunder, along with all related documentation.

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia may require Supplier to execute an additional Application escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the Application escrow agreement. Subject to the information and materials listed in such Application escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Application licensed to such Authorized User, along with all related documentation.

## **15. GENERAL WARRANTY**

Supplier warrants and represents to VITA the Licensed Services and the Application described in Exhibit A as follows:

### **A. Ownership**

Supplier has the right to provide the Licensed Services, including access by any Authorized User and its Application Users, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

### **B. Licensed Services, Application, and Documentation**

Supplier warrants the following with respect to the Licensed Services and the Application:

- i). The Application is pursuant to a particular Request for Proposal ("RFP"), and therefore such Application shall be fit for the particular purposes specified by VITA in the RFP and in this Contract. Supplier is possessed of superior knowledge with respect to the Application and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Licensed Services, including the Application.
- ii). Supplier represents and warrants (i) that it shall perform the Licensed Services in conformity to the specifications set forth in Exhibit A in a professional and workmanlike manner and (ii) that the Licensed Services shall not infringe any third party proprietary rights including (without limitation) any trademark, trade name, trade secret, copyright, moral rights, patents or similar intellectual property rights.
- iii). Supplier warrants that the Application and Licensed Services will conform in all material respects to the Requirements set forth in this Contract and any order or SOW issued hereunder. Supplier warrants that the Application Licensed Services will conform to the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Application, Licensed Services or Supplier Product. Supplier also warrants that such Application and Licensed Services are compatible with and will operate successfully when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.
- iv). The Application provided hereunder is at the current release level unless an Authorized User specifies an older version in its order;
- v). No corrections, work-arounds or future Application releases provided by Supplier shall degrade the Application, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- vi). Supplier warrants that all post-Acceptance Updates, changes, alterations or modifications to the Application, Licensed Services and Documentation by Supplier will be compatible with,

---

and will not materially diminish the features or functionality of the Application, Licensed Services and/or Supplier Product when used on the equipment in accordance with the Documentation and all of the terms and conditions hereof.

vii). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and utilize fully the Application without reference to any other materials or information.

**C. Malicious Code**

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

**D. Privacy and Security**

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any related deliverables do not include any degradation, known security vulnerabilities, or breach of privacy or security. Supplier agrees to notify VITA of any occurrence of such as soon as possible after discovery and provide VITA with fixes or upgrades for security vulnerabilities within 90 days of discovery.

**E. Operating System and Software Supportability**

Supplier warrants that Supplier and its employees, subcontractors, partners and third party providers have taken all necessary and reasonable measures to ensure that the Application, Licensed Services, Supplier Product, and any deliverables do not have dependencies on other operating systems or software that are no longer supported by Supplier, or its Subcontractors, partners and third-party providers.

**F. Access to Product and Passwords**

Supplier warrants that the Application and Licensed Services do not contain disabling code or any program device or other undisclosed feature, including but not limited to, viruses, worms, trojan horses, or other code which is designed to permit unauthorized access, delete, disable, deactivate, interfere with or otherwise harm the Application, Licensed Services or the hardware or software of any Authorized User or its Application Users. In addition, Supplier warrants that Authorized User and its Application Users will be provided commercially reasonable uninterrupted access to the Application. Supplier also warrants that it will not cancel or otherwise terminate access to the Application by disabling passwords, keys or tokens that enable continuous use of the Application by the Authorized User and its Application Users during the term of this Contract or any order or SOW issued hereunder. Supplier further warrants that the Application and Licensed Services are compatible with and will operate successfully on the equipment.

**G. Open Source**

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

**H. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a

---

potential legal proceeding being brought against Supplier that could 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.

**I. Supplier's Past Experience**

Supplier warrants that Supplier has provided the Licensed Services to a non-related third party customer of Supplier without significant problems due to the Licensed Services, the Application, or Supplier.

**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.**

**16. TRAINING AND DOCUMENTATION FOR APPLICATION AND LICENSED SERVICES**

Training is priced in Exhibit B. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to any Authorized User, ten (10) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Any Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications made by Supplier to the Application. Any Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Application and may duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

**17. FEES, ORDERING AND PAYMENT PROCEDURE**

**A. Fees and Charges**

As consideration for the Licensed Services, including the rights of the Authorized User and its Application Users to access and use the Application(s) and any additional or optional products and services provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). 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 in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

**B. Application Demonstration**

At the request of any Authorized User, Supplier shall perform a demonstration of its Application and the Licensed Services at such Authorized User's location and at no charge.

**C. Statement of Work (SOW)**

An SOW shall be required for any Licensed Services and, as authorized by the Contract, any additional or optional products and services provided hereunder ordered by an Authorized User

---

pursuant to this Contract. All Licensed Services and, as authorized by the Contract, any additional or optional products and services provided hereunder shall be provided in accordance with the Requirements and service levels set forth herein or in the applicable SOW and at the rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may contain a cost-reimbursable line item(s) for pre-approved travel expenses which shall be reimbursable by the Authorized User in accordance with the then-current per diem amounts as published by the Virginia Department of Accounts at <http://www.doa.virginia.gov/> or a successor URL(s). For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party, in the form of a modification to the SOW, before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

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

#### **D. Request for Quote**

If optional services are authorized pursuant to the Contract, Authorized Users of the 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 type of 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 the 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 the Contract.

#### **E. Ordering**

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

Supplier is required to accept any order placed by an Authorized User 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 Licensed Services and products or services related thereto and 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.

#### **F. Invoice Procedures**

For Licensed Services, Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Licensed Services have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order. Payment for Licensed Services shall be monthly in advance unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit B.

For authorized optional services pursuant to this Contract, 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 B.

Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. 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). Dates during which Supplier provided the Licensed Services to the Authorized User
- ii). Quantity, charge and extended pricing for each Licensed Service
- iii). If applicable, Deliverable or Service type, or project milestone, and description
- iv). If applicable, 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;
- v). Applicable order date
- vi). This Contract number and the applicable order number

---

vii). 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.

**G. Reimbursement of Expenses**

If allowable pursuant to an Authorized User's SOW, such 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)).

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US\$30.00.

**H. 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, and any deliverables, items or milestones have met Acceptance criteria. Charges for Licensed Services, and as authorized by the Contract, additional or optional products or services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over-bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such overbilling continues.

In the event an Authorized User does not receive or have access to the applicable Documentation, payment shall not be due until the required Documentation is provided.

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

**18. 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.

**19. STEERING COMMITTEE**

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

---

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

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

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

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

## **20. COMPETITIVE PRICING**

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier to provide Licensed Services or the additional or optional products or services authorized pursuant to this Contract under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

## **21. 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.

**22. 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 misconduct 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 Application or the Licensed Services, (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by the Application or any of the Licensed Services, or (vi) loss of Content provided to Supplier due to Supplier's failure to back up Content in accordance with the Contract. 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 the Application or that the provision of Licensed 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 the Application or any of the Licensed Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users and their Application Users the right to continue use of such infringing Application or Licensed Services, or any component thereof; or (b) replace or modify

---

such infringing Application or Licensed Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Application or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service in the event such Authorized User cannot use the affected Application. 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 component of the Application or Licensed Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

**B. Liability**

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, (vi) Supplier's content privacy and security obligations, and (vii) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Application and Licensed Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

**FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

**23. INSURANCE**

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

Cyber Security Liability insurance coverage in the amount of \$5,000,000 per occurrence.

**24. 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.

VITA shall have the right to review Supplier's information security program prior to the commencement of Licensed Services and from time to time during the term of this Agreement. During the performance of the Licensed Services, on an ongoing basis from time to time, VITA, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by VITA, Supplier agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by VITA regarding Supplier's information security program. Supplier shall implement any reasonably required safeguards as identified by any program audit.

## **25. 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. Unless otherwise specified in an applicable SOW, the Application and Licensed Services shall be provided and all Content stored by Supplier on servers, storage or nodes physically located in the continental United States.

## **26. ACCEPTABLE USE POLICY (IF APPLICABLE)**

VITA and Authorized User agree to abide by Supplier's Acceptable Use Policy (AUP), as amended by the parties hereby and incorporated as Exhibit G. Because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard AUP cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that:

- i. In the event of a conflict between this Contract and the AUP, the Contract shall control
- ii. In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of VITA or any other public body from its lawful use of the Service, VITA shall have the option to:
  - a. request that the revision be rescinded;
  - b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier fails to a grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order, in whole or in part, without termination liability.

## **27. 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.

## **28. GENERAL PROVISIONS**

### **A. Relationship between VITA and 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 aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, changes 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 F hereto.

---

#### **D. Governing Law**

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

#### **E. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to 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, if any, 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 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.

**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 Content Privacy and Security, License, Warranty, Escrow, 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 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 Application or any components thereof and Licensed 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 Software delivery or 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.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

**P. 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.

**Q. Entire Contract**

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

- i). Exhibit A Application and Licensed Services Requirements
- ii). Exhibit B Statement of Work Application Options List; Fees, Licensed Service Charges, and Payment Schedule
- iii). Exhibit C Application Escrow Agreement Template (if applicable)
- iv). Exhibit D SOW Change Order Template
- v). Exhibit E N/A
- vi). Exhibit F Certification Regarding Lobbying
- vii). Exhibit G Supplier's Acceptable Use Policy (if applicable)
- viii). Exhibit H N/A

This Contract, 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, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order 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 A, Exhibit B, Exhibit E, any individual SOW, Exhibit D, Exhibit G and Exhibit H.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that the terms and conditions of such ordering agreement, or any order or SOW issued hereunder, are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

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.

(Name of Supplier)

VITA

By: Mark Nastasi  
(Signature)

Name: Mark Nastasi  
(Print)

Title: EVP

Date: November 27, 2012

Address for Notice:

CobbleStone Systems Corp  
114 East Clements Bridge Rd  
Runnemede NJ 08081

Attention: Attn: Legal Matters

By: Doug Crenshaw  
(Signature)

Name: Doug Crenshaw  
(Print)

Title: VITA Sourcing Mgr

Date: 12/3/12

Address for Notice:

11751 MEADOWVILLE LN  
CHESTER VA 23836

Attention: Contract Administrator

**EXHIBIT A-1**

**Service Provider’s Software as a Service Statement of Managed Services**

This Exhibit A - Service Provider’s Software as a Service Statement of Work shall be incorporated in and governed by the terms of that certain Master “Software as a Service” Managed Services Agreement by and between **[CUSTOMER NAME]** (“Customer”) and **[OTHER PARTY NAME]** (“Service Provider”) dated \_\_\_\_\_, as amended (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Performance Standard	Measurement	Measurement period	% Level	Service Price	Remedy
Backup and Recovery Response Time	Content recovered within two (2) hours and restored to prior day’s backup if client gives notice within 24 hours of such outage	Monthly	90%	Included	CobbleStone will take commercially available and reasonable efforts to recover as much data as possible. Refund shall not exceed one month of fees paid and shall not exceed one month fees in total.
User Identification and Password Changes	Incremental adds, moves or reductions in the Scope of the License completed within 24 business hours of a written request.	Monthly	90%	NOTE: CobbleStone can price additional/reduction in users typically with one day notice and apply the change in license. NOTE: CobbleStone doesn’t administer the users’ accounts, rather they are administrated by the Client’s system administrator	2% off the initial year of the ‘additional’ license fees (one time discount) (no discount for reduction of users)
Answer	All Calls in 60	Monthly	90%	100%	\$10 per document

Time	Sec				ted incident
Close Ticket Time	1 Hr. after Trouble Resolution	Monthly	90%	NA	\$5 per documented incident
Problem Resolution Accuracy Rate	No. of Misdiagnosed Trouble Calls/Total Calls	Monthly	5%	NA	\$5 per documented incident

<b>Services Description:</b>	
<b>Support Description:</b>	
<b>Training Description:</b>	
<b>Backup Requirements:</b>	
<b>Service Windows:</b>	
<b>Service Levels:</b>	Examples to consider:  Application Response Time Production Changes Support Response Time
<b>Performance Credits for Missed Service Levels:</b>	
<b>Customer Resources:</b>	
<b>Service Provider Resources:</b>	
<b>Responsibilities, Deliverables, and/or Activities:</b>	
<b>Services Fees or Rate:</b>	Refer to Exhibit B
<b>Start Date:</b>	
<b>End Date:</b>	
<b>Additional Customer Requirements:</b>	

---

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Start Date.

**VITA**  
**("Customer")**

**CobbleStone Systems Corp.**  
**("Service Provider")**

By: Jay Crenshaw

By: Mark Nastasi

Name: Jay Crenshaw

Name: Mark Nastasi

Title: VITA Sourcing Mgr

Title: EVP

Date: 12/3/12

Date: November 27 2012

## Exhibit A

<b>Contract Insight Enterprise - Commonwealth of Virginia Agency Discounted Price Schedule</b>											
<b># of Concurrent User Licenses CobbleStone-hosted (SaaS) Concurrent</b>	<b>Contract Insight Enterprise - License Price Per Concurrent User Annual Fee</b>	<b>Contract Insight Enterprise - One-time Setup Fee per License</b>	<b>Enterprise Client/Vendor Collaboration Gateway - License Price Per Concurrent User</b>	<b>Enterprise Client/Vendor Collaboration Gateway - One-time Setup Fee per License</b>	<b>Document Authoring and Creation Module - License Price Per Concurrent User</b>	<b>Document Authoring and Creation Module - One-time Setup Fee per License</b>	<b>Web Services API Connector - License Price Per Concurrent User</b>	<b>Web Services API Connector - One-time Setup Fee per License</b>	<b>ADFS Connector - License Price Per Concurrent User</b>	<b>ADFS Connector - One-time Setup Fee per License</b>	<b>Solicitation Management Module - License Price Per Concurrent User</b>
Core Module (total fee)	\$ 2,775.00	\$ 277.50	\$ 4,295.00	\$ 429.50	\$ 2,775.00	\$ 277.50	\$ 2,595.00	\$ 259.50	\$ 2,595.00	\$ 259.50	\$ 2,775.00
5 to 9	\$ 365.63	\$ 36.56	\$ 109.69	\$ 10.97	\$ 54.84	\$ 5.48	\$ 36.56	\$ 3.66	\$ 54.84	\$ 5.48	\$ 127.97
10 to 19	\$ 362.12	\$ 36.21	\$ 108.63	\$ 10.86	\$ 54.32	\$ 5.43	\$ 36.21	\$ 3.62	\$ 54.32	\$ 5.43	\$ 126.74
20 to 39	\$ 358.31	\$ 35.83	\$ 107.49	\$ 10.75	\$ 53.75	\$ 5.37	\$ 35.83	\$ 3.58	\$ 53.75	\$ 5.37	\$ 125.41
40 to 59	\$ 354.80	\$ 35.48	\$ 106.44	\$ 10.64	\$ 53.22	\$ 5.32	\$ 35.48	\$ 3.55	\$ 53.22	\$ 5.32	\$ 124.18
60 to 79	\$ 351.00	\$ 35.10	\$ 105.30	\$ 10.53	\$ 52.65	\$ 5.27	\$ 35.10	\$ 3.51	\$ 52.65	\$ 5.27	\$ 122.85
80 to 99	\$ 347.49	\$ 34.75	\$ 104.25	\$ 10.42	\$ 52.12	\$ 5.21	\$ 34.75	\$ 3.47	\$ 52.12	\$ 5.21	\$ 121.62
100 to 199	\$ 343.69	\$ 34.37	\$ 103.11	\$ 10.31	\$ 51.55	\$ 5.16	\$ 34.37	\$ 3.44	\$ 51.55	\$ 5.16	\$ 120.29
200 to 299	\$ 340.18	\$ 34.02	\$ 102.05	\$ 10.21	\$ 51.03	\$ 5.10	\$ 34.02	\$ 3.40	\$ 51.03	\$ 5.10	\$ 119.06
300 to 399	\$ 336.38	\$ 33.64	\$ 100.91	\$ 10.09	\$ 50.46	\$ 5.05	\$ 33.64	\$ 3.36	\$ 50.46	\$ 5.05	\$ 117.73
400 to 599	\$ 332.87	\$ 33.29	\$ 99.86	\$ 9.99	\$ 49.93	\$ 4.99	\$ 33.29	\$ 3.33	\$ 49.93	\$ 4.99	\$ 116.50
600 to 999	\$ 329.06	\$ 32.91	\$ 98.72	\$ 9.87	\$ 49.36	\$ 4.94	\$ 32.91	\$ 3.29	\$ 49.36	\$ 4.94	\$ 115.17
1000 +	\$ 325.55	\$ 32.56	\$ 97.67	\$ 9.77	\$ 48.83	\$ 4.88	\$ 32.56	\$ 3.26	\$ 48.83	\$ 4.88	\$ 113.94

\* Prices are valid for 120 calendar days

\* Pricing is for Concurrent User licenses only. Conversion of Concurrent User installations to Named User installations will be subject to conversion charge.

\*Pricing does not include travel fees, sales tax, use tax, VAT, or third-party software licenses and are invoiced separately to client if applicable.

\*\*Custom Public Access Gateway Portal

1. General Landing Page

a. Client provides text content

2. Search Form Page

a. Up to 10 columns (e.g. contract title, vendor name, contract effective date, etc.)

3. Search Results Page

a. Up to 10 columns

b. Each result includes hyperlink to view Contract Details Page

4. Site Branding Theme

a. Includes global header and footer

i. Provided by Client (must be print quality and print ready)

b. Includes background color

i. Provided by Client

<b>Service</b>	<b>Amount</b>	<b>Unit</b>
On-site training consultation / configuration for up to 25 users	\$ 1,250.00	Per Day (one day minimum increments)

Remote training services for up to 20 connections up to eight (8) hours	\$ 1,250.00	lot
Cost per hour for remote/online consultation sessions for up to 25 users	\$ 125.00	Per Hour
System Configuration Services (Remote)	\$ 125.00	hour
Contract Template Configuration Services (Remote)	\$ 125.00	hour
Workflow Configuration (Remote)	\$ 125.00	hour
Contract Metadata Migration (Remote)	\$ 150.00	hour
Files/Attachments Import (Remote)	\$ 150.00	hour
Project Management (Remote)	\$ 150.00	hour
Application Escrow Fee	\$ 800.00	Per Year
Content Escrow Fee	\$ 800.00	Per Year
Escrow Deposit Fee	\$ 75.00	Per Deposit
<p>* Prices are valid for 120 calendar days</p> <p>*Pricing does not include travel fees, sales tax, use tax, VAT, or third-party software licenses and are invoiced separately to client if applicable.</p>		

<b>Solicitation Management Module - One-time Setup Fee per License</b>	<b>Purchase Order Management Module - License Price Per Concurrent User</b>	<b>Purchase Order Management Module - One-time Setup Fee per License</b>	<b>Custom Public Access Gateway Module - License Price Per Concurrent User</b>	<b>Custom Public Access Gateway Module - One-time Setup Fee per License</b>
\$ 277.50	\$ 1,388.00	\$ 138.80	\$ 4,295.00	\$ 429.50
\$ 12.80	\$ 54.84	\$ 5.48	\$ 21.94	\$ 2.19
\$ 12.67	\$ 54.32	\$ 5.43	\$ 21.73	\$ 2.17
\$ 12.54	\$ 53.75	\$ 5.37	\$ 21.50	\$ 2.15
\$ 12.42	\$ 53.22	\$ 5.32	\$ 21.29	\$ 2.13
\$ 12.29	\$ 52.65	\$ 5.27	\$ 21.06	\$ 2.11
\$ 12.16	\$ 52.12	\$ 5.21	\$ 20.85	\$ 2.08
\$ 12.03	\$ 51.55	\$ 5.16	\$ 20.62	\$ 2.06
\$ 11.91	\$ 51.03	\$ 5.10	\$ 20.41	\$ 2.04
\$ 11.77	\$ 50.46	\$ 5.05	\$ 20.18	\$ 2.02
\$ 11.65	\$ 49.93	\$ 4.99	\$ 19.97	\$ 2.00
\$ 11.52	\$ 49.36	\$ 4.94	\$ 19.74	\$ 1.97
\$ 11.39	\$ 48.83	\$ 4.88	\$ 19.53	\$ 1.95

# EXHIBIT A

# 1. Detailed Description of Proposed Solution

## Contract Creation

No	Requirements	A	B
1.	Does the solution provide contract and document templates and "wizards" by contract type? If so, please explain.	Yes	Yes, Contract Insight Enterprise includes the feature to track contract by contract type, create templates (with data merging fields) by contract type, templates include full merging, version tracking, compare text with red-lining for versions, full web based access, and user definable fields to collect data from users in a 'wizard' based data entry field by contract type. This allows a client to track different (or similar) fields per contract type by assigning/managing fields (standard or user-defined) by contract type.
2.	Does your solution support complex contract types, such as master and sub-agreements? If so, please explain.	Yes	Yes, the system supports unlimited contract types including master and sub-agreements. The user may easily merge more than one contract template per contract record to support the master agreement, sub-agreement, standard Commonwealth agreements. This is standard and has been used in many leading State and University deployments such as the State of Colorado (with all State issued contract templates). Authorized users may easily link master and sub-agreements for one-click access to associated contract record and documents.
3.	Does your solution support IP contracts, leases, and service contracts? If so, please explain.	Yes	Yes, the system supports unlimited user-defined fields and unlimited contract types, such as Intellectual Property, Leases, Service Agreements, Licenses, Products/Goods Supply Agreement, Commonwealth Issued Templates for Diversity, SWAM, Anti-discrimination, Anti-lobbying, and more. Contract Insight Enterprise provides a user-friendly interface to create unlimited user-defined fields and assign fields to each contract type.
4.	Does your solution pre-populate new sub-agreements based on the master? If so, please explain.	Yes	Yes, since the contract meta data is stored in fields, authorized users may easily select the template they want to merge with, the system automatically loads the base template and merges in the data fields for the master agreement. When a sub-agreement or supporting agreement (document) is needed, the user simply select the sub-agreement and clicks merge and the sub-agreement is loaded ready for export to MS Word or PDF and/or e-mailed from the system. Authorized users may also create sub-agreement contract records with

			a one-click “copy” button that will transfer relative master record data to the new sub-agreement record (user may optionally copy files/attachments, as well).
5.	Does your solution allow the creation of pre-approved clause and language libraries, including fallback clauses? If so, please explain.	Yes	Contract Insight Enterprise includes a clause library with clause name, clause text, clause date (version) in addition to the standard ‘text / terms’ in the base templates. This allows an authorized user to either use the State approved contract template as-is or click a button to view (use) fallback clauses. Each version (and change) to a ‘standard’ template is tracked and includes red-line compare with time/date/user stamp. The compare and version tracking helps easily identify when an individual contract is modify from the ‘standard’ base template. This helps with auditing and contract compliance within an organization.
6.	Does your solution provide the capability to notify appropriate users of changes made to pre-approved clauses and templates? If so, please explain.	Yes,	Via configuration, the system can trigger a workflow task alert to assigned user(s) that notifies the user that a contract template was edited. This allows a systematic based approach to review of modification of general terms. In addition, there a compare tool built in that enables the ‘reviewer’ to easily see and identify changes of each version of the contract when a base template is used.
7.	Does your solution provide redlining, audit trail and version tracking? If so, please explain.	Yes	Yes, red-line / track changes and version (date/time/user & version) number tracking is included with the system when using the template editor, When documents are simply attached from outside the system, each document attach includes a filename, note, date/time tracking, user tracking, version number, check-in/check-out, and security locking.
8.	Does your solution provide for document check-in and check-out capabilities? If so, please explain.	Yes	Yes, Contract Insight Enterprise provides a full check-in/check-out process for attached documents that include file name, date/time tracking, user tracking, version number, locking when checked out. This helps and organization better control the editing process and version tracking process. All prior versions of an attached file is retained for historic purposes (or can be hidden by way of a soft delete by authorized users)
9.	Does your solution automatically update terms in a contract being drafted when the corresponding terms in the template library have been changed? If so, please explain.	No? ?	If a user is drafting a contract from a template, and after the user merges the base contract, the base contract is modified, the changes are not immediately sent to the merged document. Rather, the user can easily click ‘merge’ (again), and the new template is merged in to the

			contract with the latest terms. This helps prevent the 'moving target' concept during negotiations.
10.	Does your solution support electronic signatures? If so, please explain.	Yes	<p>Contract Insight Enterprise supports both 'electronic workflow task approvals' (by way of workflow) and electronic signature features (by way of document e-signatures). The following 'electronic signature' features are supported:</p> <ul style="list-style-type: none"> <li>*PDF E-signatures as per PDF signing</li> <li>*MS Word e-signatures as per MS Word and Microsoft e-signature guidelines</li> <li>*Integration with DocuSign (requires additional license fees from DocuSign not priced in this offer)</li> <li>*Integration with YesDocs (requires additional license as with YesDocs, not priced in this offer).</li> </ul> <p>CobbleStone Systems will be releasing proprietary E-signature functionality in Quarter 2 of 2012. With this add-on module (priced separately) client may extend the functionality of the Vendor/Client Collaboration Gateway Portal and the Contract Management Module's "Negotiate Now" function with the optional E-signature Security Management add-on Component:</p> <ol style="list-style-type: none"> <li>1. Provide E-signature registration for your vendors/clients and business partners.</li> <li>2. Provide E-signature PIN requests (Create, add, manage/change) for your vendors/clients</li> <li>3. Provide E-signature of contracts/agreements by your vendors/clients within the "Negotiate Now" function.</li> </ol>

<p>11.</p>	<p>Does your solution provide any capabilities for pre-contracting activities, such as e-RFx (RFP, RFI, RFQ) and quote management? If so, please explain.</p>	<p>Yes</p>	<p>CobbleStone Systems offers a comprehensive Solicitation Management Module in addition to the Contract Management Module. The Solicitation system, offers the following features:</p> <ol style="list-style-type: none"> <li>1. Track Solicitation Types RFP, RFI, RFQ, IFB, and other eRFx types.</li> <li>2. Track unlimited fields (meta data) for each solicitation record including, requesting department, procurement manager, open date, q/a dates, close dates, description and more</li> <li>3. Track workflow tasks notifications for all related activities such as (but not limited to) internal task approvals, document preparation, internal review, posting dates / tasks alerts, vendor announcement tasks, vendor q/a tasks, vendor responses task, review/scoring task alerts with emails reminders</li> <li>4. track interested respondents</li> <li>5. attach documents with version tracking, posting document online for respondents to download/view</li> <li>6. allow vendors/respondents to post questions online with the Client/Vendor Collaboration module (add-on)</li> <li>7. allow vendors/respondents to upload responses/document online with the Client/Vendor Collaboration module (add-on)</li> <li>8. allow comments and documents to be exchanged between internal users and external vendors to facilitate increased collaboration.</li> <li>9. allow interested vendors to sign-up/register, to search open and posted solicitations and be added to the interested responded list and submit a response, to name a few features.</li> <li>10. allows the solicitation (RFx) review team to score each response on a configurable grading scale and summarize the scoring results to help quantitatively score each response (this helps with transparency and provides an quantitative score in addition to an objective score).</li> <li>11. convert a solicitation record to a contract record to start the contract process</li> <li>12. draft solicitation documents from unlimited document templates with merged fields.</li> <li>13. link to multi-award contracts</li> </ol> <p>Note: the Solicitation Management Module</p>
------------	---	------------	---

12.	Does your solution limit the number of line items and the size of each line item? If so, please explain.	No	Each data field includes a setting to set the field length to expand or limit the text in each field and well as validate the data type (currency, date, number, text, drop down, multi-line, etc.). For document management and templates, there is no limit on the size of section, clause, of document length.
13.	Does your solution support complex pricing scenarios, such as multiple price lists and multiple sales channels? If so, please explain.	Yes	<p>Each Contract Record includes a Price/Cost Grid that can itemize and track unlimited pricing line items (with Item Description, Product Number, Unit of Measure, Quantity, Price Per, Discount, Total Per line items, cost center, fiscal year and support unlimited user defined fields.</p> <p>In addition, as actual costs are incurred and recorded on a contract record, the system automatically tracks the budgeted amount verses the actual and sends spend management alerts when a budget amount is near or is reached. This allows a contract manager to better manage cost on a contract and ensure the vendor is in compliance with their agreed to price versus actual invoiced amounts.</p>
14.	Does your solution record both internal and external comments during the negotiation process? If so, please explain.	Yes	<p>Yes, the Vendor/Client Online Collaboration Gateway (add-on) provides a collaboration portal to :</p> <ol style="list-style-type: none"> <li>1. post documents online for vendors</li> <li>2. receive documents/fields online from vendors</li> <li>3. capture comments and question from vendors</li> <li>4. post responses to comments/questions online</li> <li>5. negotiate the contract online with track changes</li> <li>6. provide access to contract record information via authorized access</li> <li>7. provide public disclosure of contracts and contract awards with the public access portal (add-on) to help meet transparency regulations</li> </ol>

### Contract Repository

No.	Requirements	A	B
1	Does your solution manage contract storage, retrieval and related (scanned images, emails, faxes, or externally	Yes	Yes, Contract Insight Enterprise supports unlimited attached documents/files of any file type

	generated information) or attached documents? Can this be done in *.pdf, *.doc, and imaged file formats? If so, please explain. Please list formats		(except .exe for security purposes) to the each contract record, with filename, date/time, user, notes, versions tracking, check-in/check-out of all documents including scanned documents, PDF, Word, .docx, Excel, Visio, emails, voice files/messages, recordings, text, html, cad, tif, jpg, bitmap, and other standard PC file types.
2.	Does your solution have the ability for a single contract to be saved in one location without replication in the contract repository? If so, please explain.	Yes	The system is fully web-based and offers a true central repository and point-of-access for all authorized users to access the system and contract records (based on user, department, and configured permissions) from various locations without replication in the system.
3.	Does your solution store and search by contract terms, contract name and type, supplier name, contract terms, expiration dates, clauses, keywords, etc.? If so, please explain and provide descriptions of file structures.	Yes	The system has very flexible searching to search on any standard field and any user-defined field include terms, title, vendor, vendor info, type, SWAM status, pricing/value, budget amount, full text of attached document for clause searching, dates, department, location, status, days left, fiscal year, etc. The system is a full database and all fields, standard and user-defined, are searchable. The system includes sorting, filtering and searching on any field. Contract Insight includes many levels of searching such as: field-level search; ad-hoc query; full report designer; schedule reported; email reports; exportable reports; reports that can be set to your default view on your dashboard (optionally may be displayed as a graph/chart); reports can be saved and shared (assigned to) other users to help leverage and reuse reports and save searches; the report tool can create graphs, barcodes, labels, calculated columns, and more; the user definable report tool includes the ability to export the report to many formats such as: PDF, XML, HTML, Word, Excel, Images, DBF, CSV, and more
4.	Does your solution have a file size limit to the number of contracts and other documents that can be stored within the	No	There is no imposed limit to the number of files or storage limit. The online limitations are those imposed

	repository? At what point is system functionality or speed compromised? If so, please explain.		by Microsoft SQL Server and Microsoft IIS Web Servers, and hardware configuration. Speed is based on the transaction level of MS SQL Server, CobbleStone has benchmarked tested the system with over 1 million records. Currently, the largest SQL database is over 25 Gig for the State of Colorado with over 1,165 users and speed has not been a concern. However, speed is always commensurate with the supporting hardware configuration, number of active users, size, connection speeds, etc. CobbleStone provides a full deployment guidelines for small, medium, and large deployments (based on Microsoft standard and protocols), in addition, we work with your team to architect a solution specific to your organization's needs for data size, speed, redundancy, and file retention.
6.	Does your solution support the storage and search of contract-related business documents, such as licenses, certifications, and amendments? If so, please explain.	Yes	The system tracks all contract, committals, obligations, documents including licenses, permits, patents, amendments, certifications, and more. Since the system includes truly user-definable fields, each contract type can have varying tracking fields and unlimited documents attached.
7.	Does your solution allow documents to be classified by organization, type, project, or other hierarchical structure in the contract repository? If so, please explain.	Yes	Yes, the system includes standard and user-definable fields, each contract type can have varying tracking fields and unlimited documents attached.
8.	Does your solution allow users to migrate existing contracts (legacy contracts, PDFs)? If so, please explain.	Yes	Yes, contracts can be migrated by way of one-off contract creation, or mass uploads using the bulk data import tools. This includes migrating structured meta data and the associated attached files (PDFs, DOCs, Excel, TIFs, and any other format)
9.	Does your solution support dedicated graphics such as customers' corporate standards for logos, headers, and footers? Please indicate if the solution does not support JPEG, Bitmap, and TIFF file types. If so, please explain.	Yes	Yes, the system includes a configurable log in screen for internal users that displays the logo and confidentially clause or introduction requirements (if needed). The solicitation and vendor/client gateway offers the header section to have a logo (in bitmap, jpg, png)

		<p>types) and a background to meet the look and feel of the client. In addition, the footer page of the Solicitation/Vendor/Client Gateway includes a section for consistent disclosure and terms of use statements. Moreover, the system includes a top and right menu help link to link to client configurable help text which helps the user not only to understand how to use the system, but to better communicate your organizations guidelines ,procedures, links for help, and terms of use.</p>
--	--	--

### Contract Administration

No.	Requirements	A	B
1.	Does your solution support the full contract lifecycle, from creation through closeout? If so, please explain.	Yes	Contract Insigth supports the FULL lifecycle from Solicitation (eRFx) Preparation, Workflow, Document preparation, posting to vendors, questions/answers, respondent tracking, rating/scoring, awarding, contract drafting, contract tracking, tasks alerts, contract document tracking, vendor performance ratings/score cards, tasks notifications for compliance alerts, amendments, and post closing follow up.
2.	Does your solution allow amending or renewing of contract terms and language in the solution and would the solution notify the parties involved? If so, please explain.	Yes	The system allows for modifications of terms and provides an easy method to notify the involved parties.
3.	Does your solution enable e-mail alerts, escalations, and/or workflow triggers based on specific contract milestones, such as volume thresholds, payment schedules, dates, etc.? If so, please explain.	Yes	Users may define and set customizable, automatic or one-off e-mail notifications based on contract-defined milestones/expiration. This enables the system to alert any key business users and stakeholders to any and all status updates, process steps, assignments, contract milestones, information requirements, and deadlines. Each contract record may have unlimited tasks (and e-mail notifications) that will generate calendar and e-mail alerts. The e-mail alerts are automatically sent via e-mail to a user's e-mail inbox (such as MS

			Outlook or Lotus Notes or any other open SMTP email system). The contract tasks can be pre-configured (rules based) as workflow and/or set as tasks on a contract at contract entry or contract update. The system supports unlimited tasks to any user and/or external person. Tasks can be set to one person, multiple people, and/or predefined group. They can escalate if needed, and they can repeat on a scheduled interval if needed. The tasks display on the Contract Insight calendar screen; they are e-mailed directly to the user in their e-mail inbox, and the calendar alerts can be exported to their email calendar. Contract Insight's application calendar will display any user-defined event, alert, notification, expiration date, review date, and any other alert triggered by a standard or user-defined date within the system.
4.	Does your solution support associated financial processes – e.g., invoice reconciliation and payment, billing, rebate management, cash management? If so, please explain.	Yes	Contract Insight's financial manager tracks and manages contract related transactions and provides budget encroachment alerts. Contract Insight Enterprise Edition also supports integration for push and pull data transfer with third-party financial management systems.
5.	Does the solution support the ability to automatically send, receive, track and file completed contracts via Fax? Via email? If so, please explain.	Yes	Authorized users may email completed contracts (and all other supporting files/documents) directly from each contract record.
6.	Does your solution enable monitoring of supplier compliance with contractual terms and conditions? If so, please explain.	Yes	Contract Insight Enterprise Edition provides unlimited rule-based alerts for contract related supplier compliance. Contract Insight Enterprise Edition also provides robust, configurable supplier ratings / scorecards for tracking and reporting on supplier compliance.
7.	Does your solution automatically notify user(s) of upcoming events such as contract expiration dates, renewal notifications, etc.? If so, please explain.	Yes	Contract Insight Enterprise provides automatic email alerts and calendar notifications for contract expiration dates, expiration notification, annual review date, and unlimited configurable rule-based workflows and one-off tasks. Email alerts may be sent to one employee, multiple employees, configurable employee groups, and/or external parties.

8.	Does your solution provide an automated approval routing process for contracts? If so, please explain.	Yes	Contract Insight Enterprise includes a complete audit trail for approvals and reviews through predefined workflow tasks and one-off tasks. Accountability is ensured by clearly assigning a primary person to each contract who will receive email alerts and calendar notifications regarding the contract's review dates (additional employees may also receive alerts), end date, notify dates, and any other date established by the Application Administrator. Each approval task is assigned to an employee, role/group, multiple employees, has a start and end date, notify days, notes, assigned amount, escalation, repeating feature, emailing, and can be transferred. Tasks display on the user's calendar and are e-mailed to the user's inbox (e-mail box). Also, each contract has a primary employee assigned, and each contract can have unlimited tasks (workflow alerts and emails) assigned to users with escalation, alerting, and approvals. Workflows are pre-definable based on rules such as contract type, amount, department, product, price, etc. Contract Insight stores and displays an audit trail for all tasks associated with each contract.
9.	Does your Solution include menus that are customizable and/or configurable? If so, please list and describe those.	Yes	Authorized users may configure navigational menu item display names and/or icons. Contract Insight's easy-to-navigate user interface includes a user-friendly navigation bar at the top of every screen for quick access to data and/or functionality within the system. Also, a user-friendly menu is located on each contract record for contract-specific functionality. In addition, the system includes a feature to create hyperlinks to sources within and external to the system. Additional customization may require professional customization services fees and may be acquired by VITA and priced on specific needs and requirements.

### Reporting and Analytics

No.	Requirements	A	B
1.	Does your solution provide “canned” reports? If so, please describe, list and provide examples.	Yes	Contract Insight Enterprise provides over 20 “canned” standard management reports that can be modified and supports unlimited user generated reports. “Canned” reports include: 1K Contracts, 60 Day Report, 90 Day Notice, Active Admins, Active Contracts, Active Users, Contracts by Category, Contracts by Location, Contracts by Type, Dock Report Contracts End 0-30, Dock Report Task End 91-180, Dock Report Task Status, Dock Report Total Employees/Users, Dock Report Total Vendors, Dock Report Vendor Company Contacts, Dock Report Vendor with Company Contact, Expired Contracts, Inactive Admins, Inactive Users, Past Due Tasks, Task End 0-90 days, Tasks Complete, Tasks due after today., Users logged in, Vendor Status, and many more.
2.	Does your solution provide role-based reporting and/or “dashboards”? If so, please explain.	Yes	Contract Insight provides report to users that match the users’ access levels. For example, if a user may only view and search on contract records assigned to their department, then the accessible reports and dashboard views would only display the records in there department (even if the original query matched other results). On the other hand, users that have viewing and searching access to all contract records would see all contract records that meet the query (with the same query).
3.	Does your solution support automated generation of reports required for HIPPA, user developed reports, and other reporting requirements? If so, please explain.	Yes	Contract Insight Enterprise Edition supports HIPAA compliance. Numerous healthcare organizations utilize Contract Insight Enterprise Edition for their contract management needs Contract Insight Enterprise Edition provides the ability for our clients to follow HIPAA regulations, if they choose, through Contract Insight’s full audit trail, standard reports, and user

			<p>generated reports. Contract Insight Enterprise includes a very granular audit trail that includes logging of user events such as: log in, log in failures, view, edit, delete transactions, and all transaction store the system date/time and user of the transaction. In addition, Contract Insight Enterprise includes robust and flexible suite of searching querying and reporting tools which provides custom reporting of any data fields, including user-defined fields, as required by your organization. Contract Insight includes all change and audit history down to the field level. The system will track original values, dates/times, and employees that changed each field, and track log in attempts, viewed contracts and every record that is added, modified, deleted, and changed down to the field level. Contract Insight includes all change and audit history down to the field level. The system will track original values, dates/times, and employees that changed each field, and track log in attempts, viewed contracts and every record that is added, modified, deleted, and changed down to the field level. Contract Insight has a full audit trail and system logging such as who logs in, what log in failed, what records were accessed, modified, added, deleted, what fields were changed/by whom/and when (with storing of the old value and the new value). In addition, the audit trail is fully reportable</p>
4.	Does your solution support performance-based analysis of contract terms and clauses? (For example, can it create a report of which terms and clauses are most frequently changed in modifications?) If so, please explain.	Yes	Authorized users may create a report that displays the terms that are most frequently modified and how often they are modified.
5.	Does your solution support integration with third-party reporting and analytical tools? If so, please explain.	Yes	Contract Insight is an open standards MS SQL database which can interface with 3 <sup>rd</sup> party reporting tools and/or web services API. Contract Insight Enterprise provides web services API for firewall-friendly integration

			and can be integrated at the MS SQL Database level; system is built on principles that allow us to extend the functionality of the system to any 3 <sup>rd</sup> party software. The system is built upon open standards to allow integration with other systems via data direct, ODBC, web services, APIs, and custom scripting. Contract Insight is built upon MS SQL Server database and offers open database connectivity to allow third party reporting tools to query and report off of the system. Contract Insight includes web services and API for firewall friendly integration and can be integrated at the MS SQL Database level (API connector price separately).
6.	Does your solution provide spend analysis and forecasting capabilities? Can data be extracted from other systems into the solution for analysis and reporting? If so, please explain.	Yes	Budgeting and funding amount, and contractual amount and actual spend amounts that are date and fiscal year related and used for financial analysis, reporting and forecasting
7.	Does your solution provide the ability to design customized queries and reports? Can a user save the queries to be used by other authorized users? If so, please explain.	Yes	Contract Insight Enterprise supports unlimited user-defined, configurable reports that may be named, saved, and assigned to other users for use at a later time. Contract Insight Enterprise saves the query, so each time an authorized user executed a report, the report will display the most up-to-date information in the system. Each user may access their reports by simply selecting "My Reports" from the top navigation menu.
8.	Does your solution have the ability to schedule reports by interval and by date? Can such reports be automatically distributed to distribution lists? If so, please explain.	Yes	Contract Insight Enterprise supports unlimited user-defined, configurable reports that may be named, saved, and scheduled for automatic email distribution. Contract Insight Enterprise's user-friendly report wizard allows authorized users to schedule the distribution by date and/or interval (daily, weekly, monthly, quarterly, yearly). Contract Insight Enterprise supports the ability to assign unique distribution lists for each emailed report.
9.	Does your solution have the ability for end-users to provide feedback on contracts? If so, please describe.	Yes	Contract Insight provides contract specific notes repositories with time, date, and user stamp and formatting

			control that allow authorized users to provide feedback and collaborate at the contract level. Threaded feedback notes may also be provided at the vendor / client / company record.
10.	Does your solution have supplier score card templates? If so, please describe.	Yes	Contract Insight Enterprise Edition provides the ability to measure your suppliers, vendors, providers and clients with CobbleStone Systems Supplier Scorecard. Configurable performance metrics provide organizations with the ability to choose meaningful rating criteria, and standardize data collection. The Scorecard Summary provides users with easy-to-read, graphical evaluations of individual vendors/clients, as well as peer comparisons. Scorecard results may also be leveraged by Contract Insight Enterprise's ad-hoc reporting and Custom Reporting.
11.	Does your solution track performance events per contract and log those events? If so, please describe.	Yes	Contract Insight Enterprise Edition provides a full audit history log that tracks (time/date/user stamp) performance events per contract such as viewing, editing (will display original value and modified value), deleting, attachments, emailing, and much more.
12.	Does your Solution include security audit reports? If yes, please list and describe.	Yes	Contract Insight Enterprise includes a very granular audit trail that includes logging of user events such as: log in, log in failures, view, edit, delete transactions, and all transaction store the system date/time and user of the transaction. In high availability deployments, the failover and redundancy is provided as per a Clustered SQL Server and follows the Microsoft SQL Standards. Compliance with a regular database backup schedule coupled with MS SQL Server's Transaction Log File allows for system recovery in the event of a failure. The recovery is based on the MS SQL Trans logs and back up history. Contract Insight includes all change and audit history down to the field level. The system will track original values, dates/times, and employees that

			changed each field, and track log in attempts, viewed contracts and every record that is added, modified, deleted, and changed down to the field level. Contract Insight has a full audit trail and system logging such as who logs in, what log in failed, what records were accessed, modified, added, deleted, what fields were changed/by whom/and when (with storing of the old value and the new value). In addition, the audit trail is fully reportable.
13.	Does your Solution generate form letters? If yes, please list and describe.	Yes	Unlimited form letters, contract documents, RFx documents, amendments, supplier documents, employee documents, etc. templates may be managed through standard template management or optional Document Creation and Authoring Module (priced separately). Standard template management and option Document Creation and Authoring Module support unlimited templates with merged fields for automation. Merged fields may include standard and/or user-define fields from contract, vendor/supplier, employee, and/or solicitation records.

### Integration

No.	Requirements	A	B
1.	Does your solution integrate with current Microsoft Word and/or Office applications and legacy Microsoft applications? If so, please explain.	Yes	Contract Insight is a browser based application and works well with all current and legacy versions of MS Word, Excel, Outlook, PowerPoint, and related Office Products. The application does NOT depend on any MS Office DLLs or APIs, therefore it minimizes any MS Office compatibility issues typically found in other systems. The system automates emails sent to MS Outlook by way of industry standard SMTP and exporting using CSV format that MS Excel opens with no known issues. All email alerts can be sent into user's Microsoft Outlook email inbox (or any other major email program). Contract Insight also supports Point-in-Time calendar

			exporting to Microsoft Outlook. Contract Insight provides one-click exporting to MS Word, MS Office, and PDF formats for all reports and/or search results. VITA may configure contract and task email alerts to display VITA desired contract data. Contract Insight's Template Management supports copy-and-paste from MS Word and one-click exporting to MS Word for drafting/editing and PDF format for final execution. Contract Insight's Custom Report Builder supports exporting to 23 formats (Word, Excel, CSV, PDF, HTML, Rich Text, BMP, and more). Contract Insight Enterprise's ad-hoc reports may be exported to MS Word, MS Excel, and/or PDF formats.
2.	Does your solution support real-time integration with transactional systems (e.g., eVA ( <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> ), Peoplesoft)? If so, please explain.	Yes	Contract Insight Enterprise includes web services API for firewall-friendly integration and can be integrated at the MS SQL Database level; system is built on principles that allow us to extend the functionality of the system to any 3 <sup>rd</sup> party software. The system is built upon open standards to allow integration with other systems via data direct, ODBC, web services, APIs, and custom scripting. Contract Insight is built upon MS SQL Server database and offers open database connectivity to allow third party reporting tools to query and report off of the system. Contract Insight includes web services and API for firewall friendly integration and can be integrated at the MS SQL Database level. The Web Services, Active Directory Federated Services, and Web Parts are available as add-on licenses to the core system. Professional Services with these add-on modules are priced separately based on requirements.
3.	Does your solution support importing language from outside sources (e.g., third-party paper)? If so, please explain.	Yes	Documents that are externally created and provided by third parties may be attached, imported, and text can be inserted into the system.
4.	Does your solution have the ability to pull appropriate contract terms to populate a third-party application for compliance	Yes	Contract Insight Enterprise includes web services API for firewall-friendly integration and can be integrated at

	<p>purposes (for instance, provide relevant contract information to eVA when an eVA user makes a purchase off that contract)? <a href="http://www.eva.virginia.gov">http://www.eva.virginia.gov</a>. If so, please explain.</p>		<p>the MS SQL Database level; system is built on principles that allow us to extend the functionality of the system to any 3<sup>rd</sup> party software. The system is built upon open standards to allow integration with other systems via data direct, ODBC, web services, APIs, and custom scripting. Contract Insight is built upon MS SQL Server database and offers open database connectivity to allow third party reporting tools to query and report off of the system. Contract Insight includes web services and API for firewall friendly integration and can be integrated at the MS SQL Database level. The Web Services, Active Directory Federated Services, and Web Parts are available as add-on licenses to the core system. Professional Services with these add-on modules are priced separately based on requirements.</p>
5.	<p>Does your solution have minimum browser requirements? If so, please list the minimum requirements and also provide a listing of browsers that your solution will function with.</p>	Yes	<p>Mainstream web-browsers are supported including Internet Explorer 6.0 or better, Firefox 3.0 or better, Safari 4.0 or better, Chrome 11.0 or better, Opera 11.0 or better, etc.</p>

**Services**

No.	Requirements	A	B
1.	<p>Does your solution provide contract conversion support services? If so, please explain.</p>	Yes	<p>Contract Insight Enterprise's Bulk Data Importer provides authorized users with the ability to mass import structured data from history contracts, and Contract Insight Enterprise's Bulk file/attachment importer supports bulk importing of associated contract documents/files. Contract Insight's Bulk Data and File Importers allow organizations to significantly reduce system preparation time by providing Application Administrators with system configured, personalized CSV spreadsheets for upload and data direct entry. Also, CobbleStone Systems provides a full range of professional services to assist our clients in bulk data importing. We develop custom import jobs for each</p>

			<p>client tailored to meet their requirements and ensure data integrity. Any errors/exceptions will be communicated to VITA within a period of seven (7) days, with an explanation of why/how the error occurred, what was done to correct the error and what is being done to ensure that the error will not happen again.</p>
2.	<p>Does your solution provide systems integration services? If so, please explain.</p>	Yes	<p>CobbleStone Systems has a successful history of customizing and integrating systems to meet client's specific needs and requirements. Our largest deployment with customization, to date, is the State of Colorado, with 116 Agencies and Sub-agencies operating the system, with over 1,110 users. Customization will begin with information gathering and a needs assessment with Company's technical staff, and major stakeholders, CobbleStone Systems' Account Manager, CobbleStone Systems' Project Manager, CobbleStone Systems' Technical Lead, and CobbleStone Systems' Director of Software Development. Specifications, project scoping and pricing will then be determined. CobbleStone Systems' policy is to handle any customized deployments carefully; on custom deployments, CobbleStone works closely with the local technical professionals on the upgrade as to avoid a negative impact on any production environment. Training may also be customized to reflect the systems' functionality. There is no charge for changing the training agenda. These modifications are covered with the price of training.</p>
3.	<p>Does your solution have strategic partnerships with third-party technology and systems integration firms? If so, please explain.</p>	Yes	<p>CobbleStone Systems typically provides direct implementation of our products worldwide. In addition, CobbleStone has Reseller and Integrator networks that include both Reseller and Integrator services and training. Performance is monitored through customer</p>

		<p>feedback and quarterly evaluations from CobbleStone’s IT and customer support administrators. For this opportunity, CobbleStone does not anticipate requiring a third party, but is open to partnering at the client’s request, if needed.</p>
<p>4.</p>	<p>Does your solution provide training (e.g., class size, materials, duration, location), initial cut-over support (e.g., number of on-site or dedicated personnel, duration), and transition to customer self-sufficiency (time-frame). If so, please explain.</p>	<p>Yes</p> <p>CobbleStone Systems offers a full service training offering. CobbleStone offers full onsite and remote training options. Each training course includes an instructor lead training class, full agenda and user manual. The formal training course are optional, however, to fully leverage the system features, we recommend the training course as knowledge sharing and formal education. CobbleStone offers full inline help, support, and online learning videos. Formal training options are below.</p> <p>Options:</p> <ol style="list-style-type: none"> <li>1. Full Online Training: The training session is live instructor led via MS LiveMeeting. The training sessions offered are application administrator, end-user, reporting, and technical training. A maximum of 20 attendees may participate in each remote training session.</li> <li>2. Full Onsite Training At Your Office: Each onsite session can have as many attendees that can fit comfortably onsite in your conference room. The training sessions offered are application administrator, end-user, reporting, and technical training. The training session is live instructor led on your site. The training session covers all features (admin, setup/config, permissions, custom fields, workflow, contract management/creation, tasks and e-mail alerts, financials, vendor management/tracking, reporting/searching, and help). On-site (at VITA) training is \$2500 per day plus travel expenses (per GSA</li> </ol>

		<p>guidelines). CobbleStone training staff may provide a maximum of two 4 hour training sessions per day to a maximum of 50 attendees per session.</p> <p>3. Full Onsite Training at CobbleStone's Office: Each session can have as many attendees that can fit comfortably onsite in CobbleStone's conference room. The training session is live instructor led in CobbleStone's facility. The training session covers all features (admin, setup/config, permissions, custom fields, workflow, contract management/creation, tasks and e-mail alerts, financials, vendor management/tracking, reporting/searching, and help). CobbleStone hosted training sessions will be priced upon request. **all travel and lodging are the responsibility of the client.</p>
5.	Does your solution have a schedule for updating applications? If so, please explain.	<p>Yes</p> <p>CobbleStone Systems launched Contract Insight Enterprise Edition Contract Management Software in 2005 and has maintained a quarterly upgrade/update schedule for the product. Contract Insight is browser based, so the PC side is not dependent on workstations for new releases. As we upgrade our system, VITA will be notified of new versions or releases of Contract Insight and may request and receive an upgrade/new release with an active Support &amp; Maintenance Agreement. End users and stakeholders will receive an outline of new features and functionality and a module walkthrough, upon request. For a CobbleStone-hosted System (SaaS), upgrades will be handled by CobbleStone Systems' IT staff (scheduled with VITA). End users and stakeholders will receive module walkthroughs upon request. Configurations are supported during upgrades/updates with no known issues. VITA may choose to decline a system update and VITA's system will continue to function properly. VITA will also receive continued</p>

			system maintenance if VITA chooses to decline an update. For CobbleStone-hosted systems, all updates, upgrades, and patches are included in the Annual License Subscription. .
6.	Does your solution provide a helpdesk for users to call into? If so, please describe.	Yes	CobbleStone Systems provides 24 x 7 x 365 telephone and email end-user, Application Administrator, and technical support for clients with a current License Subscription Agreements (SaaS). CobbleStone Systems employs a dedicated staff of customer representatives. CobbleStone does not outsource support. On average, CobbleStone Systems' support team answers user questions and provides assistance with a report within one hour of inquiry. CobbleStone Systems' support team also responds and addresses technology and/or log on issues within one hour of inquiry. CobbleStone Systems reserves the right to provide next day response to non-emergency issues.
7.	Does your organization participate in any social-networking sites or public discussion areas that relate to your proposed solution? If so, please describe.	Yes	User / focus groups are used to obtain customer feedback about the past, present, and future of Contract Insight. CobbleStone Systems takes a customer-centric approach when developing any system enhancement, and only releases an upgrade after it has been thoroughly analyzed and tested. User group participants are also encouraged to discuss shared experiences with Contract Insight and system best-practices. Typically, user/focus groups are held on a quarterly basis or more if necessary. User input/suggestions are always considered when developing/releasing future releases and/or upgrades. Contract Insight's Vendor/Client Scorecard is one of many examples of CobbleStone Systems' customer-centric approach to system development.

Security

No.	Requirements	A	B
-----	--------------	---	---

1.	Does your solution provide for various levels of access and permissions? If so, please explain.	Yes	Security levels may be established, by VITA's Application Administrator(s), within the system to delineate the privileges of users on a contract, employee, department/division, and/or admin-defined security group/role basis. Optionally, security groups/roles may be defined to easily establish permission levels for multiple users with equal access, viewing, and/or alteration privileges. Application Administrators may also define field-level alteration privileges for each contract record field and viewing privileges for each attachment (document, file, etc.) on an employee basis.
2.	Does your solution provide means such as intrusion detection and prevention, vulnerability scanning, real-time monitoring, and the like to protect data confidentiality, integrity, and availability? If so, please explain.	Yes	Each client's database and application are segregated into the application layer and the data layer. Each hosted client received a dedicated Web on the IIS Web Server and a dedicated separate MS SQL Database. The physical equipment is shared; however, CobbleStone can price dedicated physical equipment (if required). All data and files are stored in the MS SQL Server, and only a limited number of DB Admins may access the servers. The backups are backed-up via IBM Tivoli, with encryption and file level security. Customer data is protected by strict confidentiality. PEER 1 Hosting delivers Relentless Intrusion Detection (RID) powered by Alert Logic®. RID leverages patented, cloud-powered expert technology to automatically identify behavior patterns missed by most stand-alone and traditional network security products. RID utilizes a combination of a patented grid-based technology and cutting edge 7-factor threat scenario modeling to accurately identify and prioritize threats in your environment. A Security Operations Center staffed by highly skilled security experts with Global Information Assurance Certification (GIAC) by the SANS Institute who, through the ActiveWatch service,

			provides 24x7x365 monitoring. CobbleStone Systems' data center firewall, provided by PEER1 Network, blocks access to certain ports and makes them unavailable to hackers scanning the network, filters both inbound and outbound traffic, and logs all hostile or suspicious attempts to enter the network.
3.	Does your solution support customization of group permissions? If so, please explain.	Yes	Contract Insight Enterprise provides a user-friendly interface to establish permissions on an individual user or user group basis (supports unlimited user security groups).
4.	Does your solution support customization of the number of failed login or access attempts that triggers account or data lockout? If so, please explain.	Yes	Contract Insight Enterprise is defaulted to lock out individuals after 5 failed login attempts, but the number may be adjusted to meet VITA's needs. VITA may choose to force users to change their password periodically (Application Administrators may choose the number of days before a forced change). VITA may also choose to add password complexity to passwords (at least X characters with 1 uppercase letter, one lowercase letter, 1 number, and one non-standard character). Application Administrators may allow or restrict employees from changing their associated password. Password security levels may be configured from within the application's UI (Contract Insight Enterprise Configuration Wizard).
5.	Does your solution support customized assignment of permission to inspect audit trails and event logs? If so, please explain.	Yes	Each user has permissions that are assignable by employee and/or security groups. Application Administrators may view audit logs.
6.	Does your solution have a restore process when data is lost, corrupted, etc.? If so, please describe.		Nightly backups are sent to an offsite (DR) datacenter. CobbleStone is fully redundant, and in the event of a major facility disaster, will restore all operations between 24 and 72 hours (commensurate with the level of disaster). Files are stored as binary in a BLOB/IMAGE file in the database. Files are NOT stored as clear text on a file system.
7.	Do members of your firm hold current security, audit, process engineering or other industry certifications for other federal and/or NIST compliance related to	Yes	All PEER 1 employees must submit to background checks and sign a strict confidentiality agreement, including but not limited to client

	<p>you SaaS offering? Please list and provide expiration date or date of next scheduled re-certification.</p>		<p>data, passwords, and proprietary information. Management has implemented a division of roles and responsibilities (segregation of duties) within the IT organization's information assets, and prevents a single individual from subverting a critical process. Military-grade pass card access is also required for critical personnel. An audit process exists and is followed to review and confirm access rights to systems and facilities. The following is a sample of PEER 1 employee certifications: MCP, MCT, MCSE, MCDBA, RHCT, RHCE, CCNA, CCNP, CISSP, A+, and more.</p>
8.	<p>Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at:  <a href="http://www.vita.virginia.gov/library/default.aspx?id=537">http://www.vita.virginia.gov/library/default.aspx?id=537</a>                      If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.</p>	Yes	
9.	<p>Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at  <a href="http://www.vita.virginia.gov/oversight/default.aspx?id=10344">http://www.vita.virginia.gov/oversight/default.aspx?id=10344</a>                      If not, please explain.</p>	Yes	<p>Yes, but Contract Insight Enterprise Edition does open contract records into new browser windows from the search results screen.</p>
10.	<p>Does your solution/application/product provide effective, interactive control and use with non-visual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:  <a href="http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf">http://www.vita.virginia.gov/uploadedFiles/Library/AccessibilityStandard_GOV103-00_Eff_11-04-05.pdf</a>                      (Refer to <a href="http://www.section508.gov">www.section508.gov</a> and <a href="http://www.access-board.gov">www.access-board.gov</a> for further information)                      If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your</p>		<p>CobbleStone is a United States Federal contractor, Contract Insight Enterprise adheres to American Disability guidelines related to use of the system for web applications. This includes: supporting browsers that allow for adjustable font sizes (by way of the browser), conforming to text alternates for image buttons and icons, distinguishable font color contrasting, computer readable screens by way of the operating system's on screen narrator, and online help in text format.</p>

	proposal: (The VPAT template is located in APPENDIX C of the Accessibility Standard (GOV103-00)). If no, does your solution/application/product provide alternate accessibility functionality? Please describe.		
11.	Does your Solution include security procedures when a breach occurs? If yes, please describe.	Yes	All CobbleStone SaaS datacenters are equipped with government grade proximity badge and biometric scans for entry to secure data center spaces. Mantraps are placed in strategic locations in select data centers. CobbleStones' datacenter uses 24/7 surveillance cameras on CCTV with a retention cycle of 91 days. PEER1 datacenters are patrolled by 24x7 armed guards. All SaaS hosted client systems are stored and maintained at CobbleStone's datacenter partner, PEER1. All security of the datacenter is performed and managed at PEER1 Hosting's datacenter in Florida.
12.	Does your Solution include customer access to all security breach reports and corresponding logs? If yes, please describe.	Yes	CobbleStone provides, upon request, all login monitored by the datacenter as related to client data.
13.	Does your Solution include different types of security audits? If yes, please explain types and how often they are completed.	Yes	The client datacenter is subject to yearly external audits by Deloitte auditors for security purposes (SSAE16, CSAE 3416 Type II).
14.	Does your Solution allow customer access to your firm's security and audit reports? If yes, please describe.	Yes	Upon request, CobbleStone will provide customer with yearly external audit report.

### Hosting

No.	Requirements	A	B
1.	Does your solution provide a guaranteed uptime when hosted in supplier's environment? If so, please describe.	Yes	CobbleStone provides 99.5% uptime SLA for CobbleStone-hosted (SaaS) systems.
2.	Does your solution provide a daily backup of the data? If so, please describe. Where is disaster recovery data stored?	Yes	Daily database backups are scheduled between 2 AM Eastern Time and 4 AM Eastern Time. The core data center is located in Florida with backups and failover to either Georgia or California.

3.	Does your Solution require certain services to not be available during scheduled backups? If so, please list and describe those services.	No	Daily database maintenance and backups are scheduled between 2 AM Eastern Time and 4 AM Eastern Time. The system is made available during these periods, users may experience slowness during this period, and CobbleStone reserves the right to take the application off – line if needed during this period.
4.	Does your Solution store customer data in the United States?	Yes	The core data center is located in Florida with backups and failover to either Georgia or California.
5.	Does your solution provide a segregated firewall for each customer? If so, please describe.	No	Standard SaaS deployments do not provide a segregated firewall, but is available, upon request (must be priced separately as advanced solution).
6.	Does your solution provide multi data centers to ensure load sharing? If so, please describe.	Yes	Multiple service equipment that allocate load sharing. Failover is provided to external datacenters.
7.	Does your solution have a schedule for updating applications on a regular basis? If so, please explain.	Yes	Daily database maintenance is scheduled between 2 AM Eastern Time and 4 AM Eastern Time. CobbleStone Systems has maintained a quarterly upgrade / update schedule for the product (or more if necessary).
8.	Does your solution have the ability to move from a SaaS to an on-premise licensing? If so, please explain?	Yes	VITA may move from a SaaS to an on-premise (perpetual) license. VITA will receive discounted perpetual license prices.
9.	Will your organization provide a source code escrow account that can be accessed in case your organization is acquired or a product is discontinued? If so, please describe.	Yes	CobbleStone Systems will provide source code by way of National Software Escrow Service or other mutually agreed upon escrow firm at the expense of VITA..
10.	Does each client's data reside on a server just for them or does each server contain multiple clients? Please explain.		The standard SaaS package is on shared physical equipment with private application instances and private SQL server instances. No data is shared between instances. Upon request, CobbleStone can price dedicated physical equipment.

11.	Does your Solution include a standard hardware lifecycle? If yes, please describe lifecycle.	Yes	CobbleStone provides continuous performance monitoring to allocate resources to servers. Additionally, there are automated usage alerts for when service is high. Typically, equipment is replaced on a 2 to 3 year cycle or as needed, based on workload.
12.	Is your data center classified as a Tier 1, Tier II, Tier III or Tier 4? Refer to the following link, <a href="http://atd.uptimeinstitute.com/PDFs/TierStandards.pdf">http://atd.uptimeinstitute.com/PDFs/TierStandards.pdf</a> . If yes, please identify type and how long you have been certified as this type.		CobbleStone's datacenter is built to Tier II standards.

**EXHIBIT B-1 to Contract VA-121203-CSC**

**Change Order No. 1 for Statement of Work  
Between VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
and COBBLESTONE SYSTEMS CORP.**

**Issued Under  
CONTRACT NUMBER VA-121203-CSC  
BETWEEN  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
AND  
COBBLESTONE SYSTEMS CORP.**

This Change Order No. 1 hereby modifies and is made an integral part of Statement of Work ("SOW"), between Virginia Information Technologies Agency ("Authorized User") and CobbleStone Systems Corp., ("Supplier"), which was issued under Contract Number VA-121203-CSC ("Contract") between the Virginia Information Technologies Agency ("VITA") and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

**CHANGE ORDER**

This is Change Order No. 1 to a SOW issued by Virginia Information Technologies Agency to Supplier under which Supplier is to provide the Authorized User with Contract Insight Contract Management Software ("Solution").

The following item(s) is/are hereby modified as follows:

*Adding Solicitation Management Module.*

The following is changed with respect to the Period of Performance (Scope):

*From:*

The work authorized in this SOW will commence within 90 days of execution of this Statement of Work. This includes Supplier establishing production environment with the following modules (Contract Insight Enterprise Core, Document Authoring and Creation module, Purchase Order Management module, SQL monthly downloadable database backup at no charge, Web Services API Component, Contract Insight Database Synchronization License and SaaS Staging Environment.

*To:*

The work authorized in this SOW will commence within 90 days of execution of this Statement of Work. This includes Supplier establishing production environment with the following modules (Contract Insight Enterprise Core, Document Authoring and Creation module, Purchase Order Management module, SQL monthly downloadable database backup at no charge, Web Services API Component, Contract Insight Database Synchronization License, SaaS Staging Environment **and Solicitation Management module**).

The following is changed with respect to the Products and Services to Support the Solution Requirements:

*From:*

**A. Solution Components**

CobbleStone will be supplying the following as a hosted solution:

- Contract Insight Enterprise Core
- Document Authoring and Creation module
- Purchase Order Management module
- SQL monthly downloadable database backup at no charge
- Web Services API Component
- Contract Insight Database Synchronization License
- SaaS Staging Environment

*To:*

**A. Solution Components**

CobbleStone will be supplying the following as a hosted solution:

- Contract Insight Enterprise Core
- Document Authoring and Creation module
- Purchase Order Management module
- SQL monthly downloadable database backup at no charge
- Web Services API Component
- Contract Insight Database Synchronization License
- SaaS Staging Environment
- **Solicitation Management module**

The following is changed with respect to the Total Project Price:

*From:*

The initial price for Phase One of this Project is \$142,251.69. VITA's initial purchase of the licenses listed in section 7 "Project Deliverables" is \$29,009.69. Thirty (30) days before VITA reaches payments for services totaling \$113,242.00, CobbleStone must notify VITA in writing. Once \$113,242.00 has been billed for Phase One, VITA and Supplier will meet (at no additional cost) to

determine remaining project details for Phase One that have not been completed. If VITA elects to continue engagement with Supplier for Phase One, a mutual SOW will be drafted.

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to VITA for approval prior to incurring such expenses.

To:

The initial price for Phase One of this Project is \$142,251.69. VITA's initial purchase of the licenses listed in section 7 "Project Deliverables" is \$33,456.33. Thirty (30) days before VITA reaches payments for services totaling \$108,795.36, CobbleStone must notify VITA in writing. Once \$108,795.36 has been billed for Phase One, VITA and Supplier will meet (at no additional cost) to determine remaining project details for Phase One that have not been completed. If VITA elects to continue engagement with Supplier for Phase One, a mutual SOW will be drafted.

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to VITA for approval prior to incurring such expenses.

The following is changed with respect to the Project Deliverables:

From:

The following deliverables are to be provided by Supplier under this SOW including those deliverables listed in Attachment A.

License	QTY	Price per Unit	Extended Price
Contract Insight Enterprise License	1	2,775.00	2,775.00
Contract Insight Enterprise License One-Time Setup	1	277.50	277.50
Contract Insight Enterprise User License	10	362.12	3,621.20
Contract Insight Enterprise User License One-Time Setup	10	36.21	362.10
Document Authoring and Creation Module License	1	2,775.00	2,775.00
Document Authoring and Creation Module One-Time Setup	1	277.50	277.50
Document Authoring and Creation Module User License	10	54.32	543.20
Document Authoring and Creation Module License One-Time Setup	10	5.43	54.30
Web Services API Connector License	1	2,595.00	2,595.00
Web Services API Connector One-Time Setup	1	259.50	259.50
Web Services API Connector User License	10	36.21	362.10

Web Services API Connector User License One-Time Setup	10	3.62	36.20
Purchase Order Management Module License	1	1,388.00	1,388.00
Purchase Order Management Module One-Time Setup	1	138.80	138.80
Purchase Order Management Module User License	10	54.32	543.20
Purchase Order Management Module License One-Time Setup	10	5.43	54.30
Staging Environment URL and Master Credentials	1	7,983.26	7,983.26
Contract Insight Database Data Synchronization License	1	4,295	4,295
Contract Insight Database Data Synchronization One-Time Setup	1	451.23	451.23
Contract Insight Database Data Synchronization User License	10	21.73	217.30
SQL Server Monthly Downloadable Database Backup	1	0.00	0.00
<b>Grand Total</b>			29,009.69

To:

The following deliverables are to be provided by Supplier under this SOW including those deliverables listed in Attachment A.

License	QTY	Price per Unit	Extended Price
Contract Insight Enterprise License	1	2,775.00	2,775.00
Contract Insight Enterprise License One-Time Setup	1	277.50	277.50
Contract Insight Enterprise User License	10	362.12	3,621.20
Contract Insight Enterprise User License One-Time Setup	10	36.21	362.10
Document Authoring and Creation Module License	1	2,775.00	2,775.00
Document Authoring and Creation Module One-Time Setup	1	277.50	277.50
Document Authoring and Creation Module User License	10	54.32	543.20
Document Authoring and Creation Module License One-Time Setup	10	5.43	54.30
Web Services API Connector License	1	2,595.00	2,595.00
Web Services API Connector One-Time Setup	1	259.50	259.50
Web Services API Connector User License	10	36.21	362.10
Web Services API Connector User License One-Time Setup	10	3.62	36.20
Purchase Order Management Module License	1	1,388.00	1,388.00
Purchase Order Management Module One-Time Setup	1	138.80	138.80
Purchase Order Management Module User License	10	54.32	543.20
Purchase Order Management Module License One-Time Setup	10	5.43	54.30
Staging Environment URL and Master Credentials	1	7,983.26	7,983.26
Contract Insight Database Data Synchronization License	1	4,295	4,295
Contract Insight Database Data Synchronization One-Time Setup	1	451.23	451.23

Contract Insight Database Data Synchronization User License	10	21.73	217.30
SQL Server Monthly Downloadable Database Backup	1	0.00	0.00
Solicitation Management Module License	1	2,775.00	2,775.00
Solicitation Management Module License One-Time Setup	1	277.50	277.50
Solicitation Management Module User License	10	126.74	1,267.40
Solicitation Management Module User License One-Time Setup	1	126.74	126.74
<b>Grand Total</b>			33,456.33

This Change Order No. 1 is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

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

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No.1, effective January 22, 2013.

Supplier

Authorized User

By:   
(Signature)  
Name: Mark Nastasi  
(Print)  
Title: VP  
Date: January 18, 2013

By: Joy Crenshaw  
(Signature)  
Name: Dog Crenshaw  
(Print)  
Title: VHA Sourcing mgr  
Date: 1/22/13

**EXHIBIT B STATEMENT OF WORK (SOW)  
BETWEEN VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
AND COBBLESTONE SYSTEMS CORPORATION**

**ISSUED UNDER**

**CONTRACT NUMBER VA-121203-CSC  
BETWEEN  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)  
AND  
COBBLESTONE SYSTEMS CORPORATION**

Exhibit X, between VITA and CobbleStone Systems Corporation (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-121203-CSC (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia and Supplier. In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

**STATEMENT OF WORK**

This Statement of Work (SOW) is issued by the VITA. The objective of the project described in this SOW is for the Supplier to provide VITA with a contract management solution in the form of Software as a Service (SaaS).

**1. PERIOD OF PERFORMANCE (SCOPE)**

The work authorized in this SOW will commence within 90 days of execution of this Statement of Work. This includes Supplier establishing production environment with the following modules (Contract Insight Enterprise Core, Document Authoring and Creation module, Purchase Order Management module, SQL monthly downloadable database backup included, Web Services API Component, Contract Insight Database Synchronization License and SaaS Staging Environment.

**2. PLACE OF PERFORMANCE**

Tasks associated with this project will be performed at VITA’s office located in Chester Virginia and remotely by CobbleStone as needed.

**3. VITA’S SPECIFIC REQUIREMENTS**

**A. VITA-Specific Requirements**

All requirements are included in Exhibit A of the Contract and Attachment A to this SOW

**B. Special Considerations for Implementing Technology at VITA’s Location(s)**

None

**C. Other Project Characteristics to Insure Success**

None

**4. CURRENT SITUATION**

SCM currently relies on a library of two solicitation templates – Invitation for Bid (IFB) and Request for Proposal (RFP) – and 13 contract templates which were developed for various IT procurement categories. These MS Word templates are generally updated quarterly to incorporate improvements or legislative changes affecting the Virginia Public Procurement Act. Versioning updates are captured manually in a version control log. General provisions are identified in each contract template, but other terms and conditions accommodate the particular procurement category’s protective and risk mitigating requirements.

The templates are maintained on a shared drive in a master folder and then routed to a SCM resource for uploading onto SCM's internal SharePoint site as a Read-Only version for access and downloading by SCM's sourcing consultants. The sourcing consultants customize the solicitation template for their particular procurement or project and apply the appropriate contract template as an Exhibit to the solicitation package incorporating and additional procurement-based customizations.

Sourcing consultants work with a business owner/project manager and a project team to translate the business need(s) into a scope statement and define specific technical, functional and business requirements for the particular procurement and for building the solicitation package. The final solicitation package is stored on an internal shared drive.

Once executed, the contract document is handed off by the Sourcing consultant via an internal SharePoint process to a SCM contract administration resource who manually captures certain data into a contract database, for storage on a shared drive for scanning /uploading to a publicly accessible website for viewing.

Reporting on contracts is accomplished by using a combination of tools including Microsoft Excel and SharePoint. Microsoft Excel is used to extract contract data and as a way to report contract details. SharePoint may be used to transport contract details and as a way to share information among users.

### **Statement of Need**

SCM seeks to procure a single centralized contract management solution, the benefits of which should include:

- Facilitating greater consistency of processes
- Mitigating risk through greater consistency among contracts
- Simplifying the contract approval process through automated approval routing
- Creating an electronic procurement file containing a contracts entire history
- Storing all of SCM's contract data in a single, searchable repository and consolidating existing SCM contract databases into one database
- Providing automated notification of upcoming contract expirations to aid in resource planning and negotiations
- Providing opportunities for analyses of data to facilitate strategic sourcing and eliminate multiple and duplicative procurements
- Providing decision support information through more robust and responsive reporting

## **5. PRODUCTS AND SERVICES TO SUPPORT THE SOLUTION REQUIREMENTS**

### **A. Solution Components**

CobbleStone will be supplying the following as a hosted solution:

- Contract Insight Enterprise Core
- Document Authoring and Creation module
- Purchase Order Management module
- SQL monthly downloadable database backup included
- Web Services API Component
- Contract Insight Database Synchronization License
- SaaS Staging Environment

**B. Required Services**

The Supplier will provide the services listed below. The deliverables from these provided services are listed in section “7. Project Deliverables” in this Statement of Work and in the Milestones tab in the Attachment A workbook.

- i. SaaS hosting of CobbleStone’s Contract Management Solution
  - Establish an implementation of the products listed above for the Authorized User in a Production environment in the Supplier’s location on Supplier’s equipment
  - Establish an implementation of the products listed above for the Authorized User in a Staging environment in the Supplier’s location on Supplier’s equipment
  - Provide access to Authorized User to the products listed above in the Production environment established for the Authorized User
  - Provide access to Authorized User to the products listed above in the Staging environment established for the Authorized User

**C. Training Requirements and/or VITA User Self-Sufficiency/Knowledge Transfer**

Training to be done at VITA’s location in Chester and or remotely as agreed to by VITA and CobbleStone. The following training items will be supplied by CobbleStone per the pricing in Attachment A:

- Project Plan Development
- Remote – Development and Publish Test Plan
- Remote – Develop and Publish Training Plan
- Remote – Develop and Publish Change Management Plan
- Remote Admin User Training Session Services
- Remote – Custom Training Manual Development
- Remote IT Admin Support
- Remote End User Training Session Service

**D. Support and Maintenance Requirements**

Support and maintenance are included with yearly subscription paid per module. Module prices are listed in Attachment A.

- Perform daily database backups between 7 PM Eastern Time and 7 AM Eastern Time. The core data center is located in Florida with backups and failover to either Georgia or California. Send nightly backups to an offsite (Disaster Recovery) datacenter.

**E. Transition Phase-In/Phase-Out Requirements**

None

**6. TOTAL PROJECT PRICE**

The initial price for Phase One of this Project is \$142,251.69. VITA’s initial purchase of the licenses listed in section 7 “Project Deliverables” is \$29,009.69. Thirty (30) days before VITA reaches payments for services totaling \$113,242.00, CobbleStone must notify VITA in writing. Once \$113,242.00 has been billed for Phase One, VITA and Supplier will meet (at no additional cost) to determine remaining project details for Phase One that have not been completed. If VITA elects to continue engagement with Supplier for Phase One, a mutual SOW will be drafted.

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses,

Supplier must submit an estimate of such expenses to VITA for approval prior to incurring such expenses.

**7. PROJECT DELIVERABLES**

The following deliverables are to be provided by Supplier under this SOW including those deliverables listed in Attachment A.

License	QTY	Price per Unit	Extended Price
Contract Insight Enterprise License	1	2,775.00	2,775.00
Contract Insight Enterprise License One-Time Setup	1	277.50	277.50
Contract Insight Enterprise User License	10	362.12	3,621.20
Contract Insight Enterprise User License One-Time Setup	10	36.21	362.10
Document Authoring and Creation Module License	1	2,775.00	2,775.00
Document Authoring and Creation Module One-Time Setup	1	277.50	277.50
Document Authoring and Creation Module User License	10	54.32	543.20
Document Authoring and Creation Module License One-Time Setup	10	5.43	54.30
Web Services API Connector License	1	2,595.00	2,595.00
Web Services API Connector One-Time Setup	1	259.50	259.50
Web Services API Connector User License	10	36.21	362.10
Web Services API Connector User License One-Time Setup	10	3.62	36.20
Purchase Order Management Module License	1	1,388.00	1,388.00
Purchase Order Management Module One-Time Setup	1	138.80	138.80
Purchase Order Management Module User License	10	54.32	543.20
Purchase Order Management Module License One-Time Setup	10	5.43	54.30
Staging Environment URL and Master Credentials	1	7,983.26	7,983.26
Contract Insight Database Data Synchronization License	1	4,295	4,295
Contract Insight Database Data Synchronization One-Time Setup	1	451.23	451.23
Contract Insight Database Data Synchronization User License	10	21.73	217.30
SQL Server Monthly Downloadable Database Backup	1	0.00	0.00
<b>Grand Total</b>			29,009.69

**8. MILESTONES, DELIVERABLES, AND PAYMENT SCHEDULE**

Refer to Attachment A CobbleStone Pricing Schedule, tab "milestones". For Payment terms, the Payment terms of the Contract shall apply.

**9. ACCEPTANCE CRITERIA**

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) plan designed by Supplier and accepted by VITA. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide VITA with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan.

Each deliverable created under this Statement of Work will be delivered to VITA with a Deliverable Acceptance Receipt. This receipt (invoice) will describe the deliverable and provide VITA Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and VITA in advance.

## **10. PROJECT ASSUMPTIONS**

### **A. Project Assumptions**

- Supplier personnel will be able to work remotely and will plan to be on-site with Authorized User personnel only for key activities and deliverables.
- All required software licensing will be provided to the Supplier by Authorized User.
- Supplier personnel will be granted the required access to the VITA network. Remote network access will be provided in a timely and consistent manner by Authorized User to the Supplier.
- The Authorized User will be responsible for developing and maintaining documentation of VITA's desk procedures, integration points, data backup schedules and procedures, system administration procedures and other application operations information that is specific to VITA.

## **11. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY**

### **A. PROVIDED BY THE COMMONWEALTH**

Commonwealth will supply desktop PC and internet connection for users being trained on solution.

### **B. PROVIDED BY THE SUPPLIER**

CobbleStone will supply SaaS solution that can be accessed by the Commonwealth.

## **12. SECURITY REQUIREMENTS**

Supplier shall comply with all requirements in the Security Compliance section of the Contract

## **13. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS**

Technical/Functional requirements shall comply with Exhibit A of the Contract

### **A. Service Level Requirements**

Refer to Exhibit A-1

### **B. Mean-Time-Between-Failure Requirements**

Refer to Exhibit A-1

### **C. Data Access/Retrieval Requirements**

The terms of the Contract shall apply.

### **D. Additional Warranties**

None

## **14. REPORTING**

### **A. Bi-Weekly Status Update.**

The bi-weekly status report, to be submitted by Supplier to VITA should include: accomplishments to date as compared to the project plan; expenses to date; deliverables included in the month; any

changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

**15. CHANGE MANAGEMENT**

All changes to this SOW shall be in written form and fully executed between VITA and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW.

**16. POINT OF CONTACT**

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

**VITA**

Roles

- Project Manager – Angela Edwards

**Supplier**

Roles

- Project Manager –

**17. ATTACHMENT(S)**

Attachment A, CobbleStone Pricing Schedule, is attached herewith and becomes part of this SOW.

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

**Supplier:**

**CobbleStone Systems Corp**

(Name of Supplier)

*Mark Nastasi*

By:

(Signature)

Name: **Mark Nastasi**

(Print)

Title: EVP

Date: November 27, 2012

**VITA:**

*VITA*

(Name of Agency/Institution)

By: *Doug Crewshaw*

(Signature)

Name: Doug Crewshaw

(Print)

Title: VITA Sourcing Mgr

Date: 12/4/12

ATTACHMENT A

Commonwealth of VA Estimated Units of CobbleStone Resource Expenditures	Commonwealth of VA Components	Unit Measure	Commonwealth of VA Discounted Price	Commonwealth of VA Discounted Total	Document Reference
32	Project Plan Development	hours	\$ 150.00	\$ 4,800.00	02. CobbleStone - SaaS-Hosted Project Plan Template
20	Remote - Develop and Publish Test Plan	hours	\$ 150.00	\$ 3,000.00	02. CobbleStone - SaaS-Hosted Project Plan Template
0	Remote - Develop and Publish Training Plan <i>addressed in project plan</i>	hours	\$ 150.00	\$ -	02. CobbleStone - SaaS-Hosted Project Plan Template
0	Remote - Develop and Publish Change Management Plan <i>addressed in project plan</i>	hours	\$ 150.00	\$ -	02. CobbleStone - SaaS-Hosted Project Plan Template
2	On-site Project Kickoff (discounted from \$2,500 for VITA)	resource days	\$ 1,250.00	\$ 2,500.00	02. CobbleStone - SaaS-Hosted Project Plan Template
12	Remote - Confirm Contract Requirements & Translate into Specifications Contract Fields & Master Reference Data Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 1,500.00	03. CobbleStone - Record Fields Configuration
0	Remote - Confirm Solicitation Requirements & Translate into Specifications Solicitation Fields & Master Reference Data Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA) <i>Phase 2 (12)</i>	hours	\$ 125.00	\$ -	03. CobbleStone - Record Fields Configuration
6	Remote - Confirm Purchase Order Requirements & Translate into Specifications PO Fields & Master Reference Data Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 750.00	03. CobbleStone - Record Fields Configuration
0	Remote - Confirm Custom Public Access Portal Requirements & Translate into Specifications Services <i>Phase 2(6)</i>	hours	\$ 125.00	\$ -	
0	Remote - Confirm Document Creation & Authoring Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ -	VITA Provide in MS Word Templates
4	Remote - Contract Template - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 500.00	VITA Provide in MS Word Templates
0	Remote - Solicitation Template - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA) <i>Phase 2 (4)</i>	hours	\$ 125.00	\$ -	VITA Provide in MS Word Templates
10	Remote - Purchase Order Template - Requirements & Translate into Specifications (discounted from \$135 per hour for VITA) not included per VITA email sent 8/1/2012	hours	\$ 125.00	\$ 1,250.00	VITA Provide in MS Word Templates

0	Remote - Contract User Permissions - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ -	CobbleStone - User Permissions
0	Remote - Solicitation User Permissions - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA) <i>Phase 2</i>	hours	\$ 125.00	\$ -	07. CobbleStone - User Permissions
2	Remote - Purchase Order User Permissions - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 250.00	07. CobbleStone - User Permissions
8	Remote - Contract Workflow - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 1,000.00	VITA Provide in Visio Format
0	Remote - Solicitation Workflow - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services (discounted from \$135 per hour for VITA) <i>Phase 2 (8)</i>	hours	\$ 125.00	\$ -	VITA Provide in Visio Format
8	Remote - Third Party Software Integration Services - Contract Administration System - Vendors & Contacts - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services	hours	\$ 150.00	\$ 1,200.00	08. CobbleStone Web Services Manual 2014
9	Remote - Third Party Software Integration Services - Contract Administration System - Contracts - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services	hours	\$ 150.00	\$ 1,350.00	08. CobbleStone Web Services Manual 2014
6	Remote - Third Party Software Integration Services - Contract Administration System - Purchase Orders - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services	hours	\$ 150.00	\$ 900.00	08. CobbleStone Web Services Manual 2014
12	Remote - Legacy & Current Contract Meta-Data Bulk Upload Services (maximum 5,000 Contracts) - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services	hours	\$ 150.00	\$ 1,800.00	04. CobbleStone - Contract and Master Reference Import Templates
0	Remote - Legacy & Current Solicitation Meta-Data Bulk Upload Services (maximum 4,200 Records) - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services <i>Phase 2 (12)</i>	hours	\$ 150.00	\$ -	05. CobbleStone - Solicitation Import Template
12	Remote - Legacy & Current Purchase Order Meta-Data Bulk Upload Services (maximum 4,200 Records) - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services	hours	\$ 150.00	\$ 1,800.00	06. CobbleStone - PO Import Template
16	Remote - Legacy & Current Contract Files / Attachments Bulk Upload Services (maximum 12,000 Contracts) - Requirements & Translate into Specifications Guidance, Support and Knowledge transfer services	hours	\$ 150.00	\$ 2,400.00	

0	Remote - Legacy & Current Solicitation Files / Attachments Bulk Upload Services (maximum 12,000 Solicitations) - Requirements & Translate into Specifications Guidence, Support and Knowledge transfer services <i>Phase 2 (16)</i>	hours	\$ 150.00	\$ -	
8	Remote - Legacy & Current Purchase Order Files / Attachments Bulk Upload Services (maximum 12,000 Purchase Order) - Requirements & Translate into Specifications Guidence, Support and Knowledge transfer services	hours	\$ 150.00	\$ 1,200.00	
0	Remote - Contract Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 125.00	\$ -	03. CobbleStone – Record Fields Configuration
0	Remote - Solicitation Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i> <i>Phase 2</i>	hours	\$ 125.00	\$ -	03. CobbleStone – Record Fields Configuration
0	Remote - Purchase Order Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 125.00	\$ -	03. CobbleStone – Record Fields Configuration
0	Remote - Public Access Portal Analysis & Design Services (discounted from \$135 per hour for VITA) <i>Phase 2 (3)</i>	hours	\$ 125.00	\$ -	
0	Remote - Document Creation & Authoring Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 125.00	\$ -	
0	Remote - Contract Template - Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 125.00	\$ -	VITA Provide in MS Word Templates
0	Remote - Solicitation Template - Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i> <i>Phase 2</i>	hours	\$ 125.00	\$ -	VITA Provide in MS Word Templates
0	Remote -Purchase Order Template - Analysis & Design Services (discounted from \$135 per hour for VITA) not included per VITA email sent 8/1/2012	hours	\$ 125.00	\$ -	VITA Provide in MS Word Templates
0	Remote - Contract User Permissions - Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 125.00	\$ -	07. CobbleStone - User Permissions
0	Remote - Solicitation User Permissions - Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i> <i>Phase 2</i>	hours	\$ 125.00	\$ -	07. CobbleStone - User Permissions
0	Remote - Purchase Order User Permissions - Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 125.00	\$ -	07. CobbleStone - User Permissions
0	Remote - Contract Workflow - Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 125.00	\$ -	VITA Provide in Visio Format

0	Remote - Solicitation Workflow - Analysis & Design (discounted from \$135 per hour for VITA) <i>Included in associated confirmation of requirements and translation to specifications</i> <i>Phase 2</i>	hours	\$ 125.00	\$ -	VITA Provide in Visio Format
0	Remote - Third Party Software Integration Services - Contract Administration System - Vendors & Contacts - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 150.00	\$ -	08. CobbleStone Web Services Manual 2014
0	Remote - Third Party Software Integration Services - Contract Administration System - Contracts - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 150.00	\$ -	08. CobbleStone Web Services Manual 2014
0	Remote - Third Party Software Integration Services - Contract Administration System - Purchase Orders - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 150.00	\$ -	08. CobbleStone Web Services Manual 2014
0	Remote - Legacy & Current Contract Meta-Data Bulk Upload Services (maximum 9,000 Contracts) - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications</i>	hours	\$ 150.00	\$ -	04. CobbleStone – Contract and Master Reference Import Templates
0	Remote - Legacy & Current Solicitation Meta-Data Bulk Upload Services (maximum 4,200 Records) - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications line item</i> <i>Phase 2</i>	hours	\$ 150.00	\$ -	05. CobbleStone – Solicitation Import Template
0	Remote - Legacy & Current Purchase Order Meta-Data Bulk Upload Services (maximum 4,200 Records) - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications line item</i>	hours	\$ 150.00	\$ -	06. CobbleStone – PO Import Template
0	Remote - Legacy & Current Contract Files / Attachments Bulk Upload Services (maximum 12,000 Contracts) - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications line item</i>	hours	\$ 150.00	\$ -	
0	Remote - Legacy & Current Solicitation Files / Attachments Bulk Upload Services (maximum 12,000 Solicitation) - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications line item</i> <i>Phase 2</i>	hours	\$ 150.00	\$ -	
0	Remote - Legacy & Current Purchase Order Files / Attachments Bulk Upload Services (maximum 12,000 Purchase Order) - Analysis & Design <i>Included in associated confirmation of requirements and translation to specifications line item</i>	hours	\$ 150.00	\$ -	
1	Contract Insight Core System License (annual license)	yearly subscription	\$ 2,775.00	\$ 2,775.00	
10	Contract Insight Concurrent User Licenses - Core (annual licenses)	yearly subscription	\$ 362.12	\$ 3,621.15	
1	Remote - Contract Insight SaaS System Environment Setup - Core	each	\$ 639.62	\$ 639.62	
1	Contract Insight Document Authoring and Creation Module License (annual license)	yearly subscription	\$ 2,775.00	\$ 2,775.00	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
10	Contract Insight Document Authoring and Creation Module Concurrent User Licenses - Core (annual licenses)	yearly subscription	\$ 54.32	\$ 543.17	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
1	Remote - Contract Insight SaaS System Environment Setup - Document Authoring and Creation Module	each	\$ 331.82	\$ 331.82	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality

0	Contract Insight Solicitation Management Module License (annual license) <i>Phase 2 (1)</i>	yearly subscription	\$ 2,775.00	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Contract Insight Solicitation Management Module Concurrent User Licenses - Core (annual licenses) <i>Phase 2 (10)</i>	yearly subscription	\$ 126.74	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Remote - Contract Insight SaaS System Environment Setup - Solicitation Management Module <i>Phase 2 (1)</i>	each	\$ -	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
1	Contract Insight Purchase Order Management Module License (annual license)	yearly subscription	\$ 1,388.00	\$ 1,388.00	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
10	Contract Insight Purchase Order Management Module Concurrent User Licenses - Core (annual licenses)	yearly subscription	\$ 54.32	\$ 543.17	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
1	Remote - Contract Insight SaaS System Environment Setup - Purchase Order Management Module	each	\$ 193.12	\$ 193.12	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
1	Contract Insight Web Services API Connector License (annual license)	yearly subscription	\$ 2,595.00	\$ 2,595.00	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
10	Contract Insight Web Services API Connector Concurrent User Licenses - Core (annual licenses)	yearly subscription	\$ 36.21	\$ 362.12	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
1	Remote - Contract Insight SaaS System Environment Setup - Web Services API Connector	each	\$ 295.71	\$ 295.71	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Contract Insight Custom Public Access Portal License (annual license) <i>Phase 2 (1)</i>	yearly subscription	\$ 4,295.00	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Contract Insight Custom Public Access Portal License Concurrent User Licenses - Core (annual licenses) <i>Phase 2 (10)</i>	yearly subscription	\$ 21.73	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Remote - Contract Insight SaaS System Environment Setup - Custom Public Access Portal License <i>Phase 2 (1)</i>	each	\$ -	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
1	Contract Insight Database Data Synchronization License (annual license)	yearly subscription	\$ 4,295.00	\$ 4,295.00	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
10	Contract Insight Database Data Synchronization License Concurrent User Licenses - Core (annual licenses)	yearly subscription	\$ 21.73	\$ 217.27	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
1	Remote - Contract Insight SaaS System Environment Setup - Database Data Synchronization License	each	\$ 451.23	\$ 451.23	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Contract Insight ADFS Connector License (annual license) not included per VITA request	yearly subscription	\$ 2,595.00	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Contract Insight ADFS Connector Concurrent User Licenses - Core (annual licenses) not included per VITA request	yearly subscription	\$ 54.84	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Remote - Contract Insight SaaS System Environment Setup - ADFS Connector not included per VITA request	each	\$ -	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality

VITA wants to write their own integrator

password log

1	Optional: SaaS Staging Environment for Testing / Configuration (Annual) Does not include backups, SLA, ADFS connection (includes API)	each	\$ 7,983.26	\$ 7,983.26	
0	Remote - Active Directory Federated Services (ADFS) Setup, Configuration, Testing Services <i>(discounted from \$135 per hour for VITA) not included per VITA request</i>	hours	\$ 150.00	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
1	Remote - Annual Support and Maintenance for Third Party Integration - Contract Administration System - Vendors & Contacts	yearly subscription	\$ 720.00	\$ 720.00	
1	Remote - Annual Support and Maintenance for Third Party Integration - Contract Administration System - Contracts	yearly subscription	\$ 990.00	\$ 990.00	
1	Remote - Annual Support and Maintenance for Third Party Integration - Contract Administration System - Purchase Orders	yearly subscription	\$ 600.00	\$ 600.00	
0	Application Escrow Annual	yearly subscription	\$ 800.00	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Application Escrow Deposit Annual <i>(assuming monthly deposits @ \$75 per deposit)</i>	yearly subscription	\$ 900.00	\$ -	
0	Content Escrow Annual	yearly subscription	\$ 800.00	\$ -	01. CobbleStone-Discussion About CobbleStone Suite Optional Add-On Functionality
0	Content Escrow Deposit Annual <i>(assuming monthly deposits @ \$75 per deposit)</i>	yearly subscription	\$ 900.00	\$ -	
4	Remote - Contract User Defined Fields & Tables Setup & Configuration Guidance, Support and Knowledge transfer services <i>(discounted from \$135 per hour for VITA)</i>	hours	\$ 125.00	\$ 500.00	03. CobbleStone – Record Fields Configuration
0	Remote - Solicitation User Defined Fields & Tables Setup & Configuration Guidance, Support and Knowledge transfer services <i>(discounted from \$135 per hour for VITA)</i> <i>Phase 2 (4)</i>	hours	\$ 125.00	\$ -	03. CobbleStone – Record Fields Configuration
4	Remote - Purchase Order User Defined Fields Setup & Configuration Guidance, Support and Knowledge transfer services <i>(discounted from \$135 per hour for VITA)</i>	hours	\$ 125.00	\$ 500.00	03. CobbleStone – Record Fields Configuration
0	Remote - Public Access Portal Setup & Configuration Services <i>(discounted from \$135 per hour for VITA)</i> <i>Phase 2 (6)</i>	hours	\$ 125.00	\$ -	
8	Remote - Contract Template Setup & Configuration Guidance, Support and Knowledge transfer services <i>(discounted from \$135 per hour for VITA)</i>	hours	\$ 125.00	\$ 1,000.00	VITA Provide in MS Word Templates
0	Remote - Solicitation Template Setup & Configuration Guidance, Support and Knowledge transfer services <i>(discounted from \$135 per hour for VITA)</i> <i>Phase 2 (8)</i>	hours	\$ 125.00	\$ -	VITA Provide in MS Word Templates
10	Remote - Purchase Order Template Setup & Configuration Services <i>Not included per VITA email sent 8/1/2012</i>	hours	\$ 125.00	\$ 1,250.00	VITA Provide in MS Word Templates
12	Remote - Contract Master Reference Data Importing & Configuration Guidance, Support and Knowledge transfer services <i>(discounted from \$135 per hour for VITA)</i>	hours	\$ 125.00	\$ 1,500.00	04. CobbleStone – Contract and Master Reference Import Templates

0	Remote - Solicitation Master Reference Data Importing & Configuration Guidence, Support and Knowledge transfer services (discounted from \$135 per hour for VITA) <i>Phase 2</i>	hours	\$ 125.00	\$ -	04. CobbleStone – Contract and Master Reference Import Templates
4	Remote - Contract User Permissions Profile Setup & Configuration Guidence, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 500.00	07. CobbleStone - User Permissions
0	Remote - Solicitation User Permissions Profile Setup & Configuration Guidence, Support and Knowledge transfer services (discounted from \$135 per hour for VITA) <i>Phase 2 (4)</i>	hours	\$ 125.00	\$ -	07. CobbleStone - User Permissions
2	Remote - Purchase Order User Permissions Profile Setup & Configuration Guidence, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 250.00	07. CobbleStone - User Permissions
8	Remote - Contract Workflow Setup & Configuration Guidence, Support and Knowledge transfer services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 1,000.00	VITA Provide in Visio Format
0	Remote - Solicitation Workflow Setup & Configuration Guidence, Support and Knowledge transfer services (discounted from \$135 per hour for VITA) <i>Phase 2 (8)</i>	hours	\$ 125.00	\$ -	VITA Provide in Visio Format
16	Remote - Third Party Software Integration Services - Contract Administration System - Vendors & Contacts - Configure, Development Guidence, Support and Knowledge transfer services	hours	\$ 150.00	\$ 2,400.00	
24	Remote - Third Party Software Integration Services - Contract Administration System - Contracts - Configure, Development Guidence, Support and Knowledge transfer services	hours	\$ 150.00	\$ 3,600.00	
14	Remote - Third Party Software Integration Services - Contract Administration System - Purchase Orders - Configure, Development Guidence, Support and Knowledge transfer services	hours	\$ 150.00	\$ 2,100.00	
8	Remote - Legacy & Current Contract Meta-Data Bulk Upload Services (maximum 5,000 Contracts) - Configure, Execution Guidence, Support and Knowledge transfer services	hours	\$ 150.00	\$ 1,200.00	04. CobbleStone – Contract and Master Reference Import Templates
0	Remote - Legacy & Current Solicitation Meta-Data Bulk Upload Services (maximum 2,800 Solicitations) - Configure, Execution Guidence, Support and Knowledge transfer services <i>Phase 2 (8)</i>	hours	\$ 150.00	\$ -	05. CobbleStone – Solicitation Import Template
6	Remote - Legacy & Current Purchase Order Meta-Data Bulk Upload Services (maximum 1,500 Purchase Orders) - Configure, Execution Guidence, Support and Knowledge transfer services	hours	\$ 150.00	\$ 900.00	06. CobbleStone – PO Import Template
8	Remote - Legacy & Current Contract Files / Attachments Bulk Upload Services (maximum 5,000 Contracts) - Configure, Execution Guidence, Support and Knowledge transfer services	hours	\$ 150.00	\$ 1,200.00	

0	Remote - Legacy & Current Solicitation Files / Attachments Bulk Upload Services (maximum 2,800 Solicitation) - Configure, Execution Guidance, Support and Knowledge transfer services <i>Phase 2 (8)</i>	hours	\$ 150.00	\$ -	
6	Remote - Legacy & Current Purchase Order Files / Attachments Bulk Upload Services (maximum 1,500 Purchase Order) - Configure, Execution Guidance, Support and Knowledge transfer services	hours	\$ 150.00	\$ 900.00	
6	Remote ADMIN User Training Session Services	hours	\$ 150.00	\$ 900.00	Training Agenda to be provided by CobbleStone
24	Remote - Custom Training Manual Development Custom Training Plan not required and not priced	hours	\$ 125.00	\$ 3,000.00	
16	Remote - Contract User Acceptance Test (UAT) Support & Remediation Services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 2,000.00	UAT Template included in SOW (will be modified)
0	Remote - Solicitation User Acceptance Test (UAT) Support & Remediation Services (discounted from \$135 per hour for VITA) <i>Phase 2 (16)</i>	hours	\$ 125.00	\$ -	UAT Template included in SOW (will be modified)
12	Remote - Purchase Order User Acceptance Test (UAT) Support & Remediation Services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 1,500.00	UAT Template included in SOW (will be modified)
0	Remote - Public Access Portal User Acceptance Test (UAT) Support & Remediation Services (discounted from \$135 per hour for VITA) <i>Phase 2 (10)</i>	hours	\$ 125.00	\$ -	UAT Template included in SOW (will be modified)
8	Remote - Document Authoring & Creation User Acceptance Test (UAT) Support & Remediation Services (discounted from \$135 per hour for VITA)	hours	\$ 125.00	\$ 1,000.00	UAT Template included in SOW (will be modified)
4	Remote IT ADMIN SUPPORT Training Session Services <i>optional for integration / interfacing training</i>	hours	\$ 150.00	\$ 600.00	Training Agenda to be provided by CobbleStone
12	Remote END User Training Session Services	hours	\$ 150.00	\$ 1,800.00	Training Agenda to be provided by CobbleStone
78	Remote - Bi-weekly Status Report Generation and Meeting	hours	\$ 150.00	\$ 11,700.00	Status reports to be provided by CobbleStone
52	Project Management & Coordination	hours	\$ 150.00	\$ 7,800.00	02. CobbleStone - SaaS-Hosted Project Plan Template

1 to the API

1 to the API

1 to the API

1 to the API

**Contract Insight Enterprise - Commonwealth of Virginia Agency Discounted Price Schedule**

# of Concurrent User Licenses CobbleStone-hosted (SaaS) Concurrent	Contract Insight Enterprise - License Price Per Concurrent User Annual Fee	Contract Insight Enterprise - One- time Setup Fee per License	Enterprise Client/Vendor Collaboration Gateway - License Price Per Concurrent User	Enterprise Client/Vendor Collaboration Gateway - One- time Setup Fee per License	Document Authoring and Creation Module - License Price Per Concurrent User	Document Authoring and Creation Module - One-time Setup Fee per License	Web Services API Connector - License Price Per Concurrent User
Core Module (total fee)	\$ 2,775.00	\$ 277.50	\$ 4,295.00	\$ 429.50	\$ 2,775.00	\$ 277.50	\$ 2,595.00
5 to 9	\$ 365.63	\$ 36.56	\$ 109.69	\$ 10.97	\$ 54.84	\$ 5.48	\$ 36.56
10 to 19	\$ 362.12	\$ 36.21	\$ 108.63	\$ 10.86	\$ 54.32	\$ 5.43	\$ 36.21
20 to 39	\$ 358.31	\$ 35.83	\$ 107.49	\$ 10.75	\$ 53.75	\$ 5.37	\$ 35.83
40 to 59	\$ 354.80	\$ 35.48	\$ 106.44	\$ 10.64	\$ 53.22	\$ 5.32	\$ 35.48
60 to 79	\$ 351.00	\$ 35.10	\$ 105.30	\$ 10.53	\$ 52.65	\$ 5.27	\$ 35.10
80 to 99	\$ 347.49	\$ 34.75	\$ 104.25	\$ 10.42	\$ 52.12	\$ 5.21	\$ 34.75
100 to 199	\$ 343.69	\$ 34.37	\$ 103.11	\$ 10.31	\$ 51.55	\$ 5.16	\$ 34.37
200 to 299	\$ 340.18	\$ 34.02	\$ 102.05	\$ 10.21	\$ 51.03	\$ 5.10	\$ 34.02
300 to 399	\$ 336.38	\$ 33.64	\$ 100.91	\$ 10.09	\$ 50.46	\$ 5.05	\$ 33.64
400 to 599	\$ 332.87	\$ 33.29	\$ 99.86	\$ 9.99	\$ 49.93	\$ 4.99	\$ 33.29
600 to 999	\$ 329.06	\$ 32.91	\$ 98.72	\$ 9.87	\$ 49.36	\$ 4.94	\$ 32.91
1000 +	\$ 325.55	\$ 32.56	\$ 97.67	\$ 9.77	\$ 48.83	\$ 4.88	\$ 32.56

\* Prices are valid for 120 calendar days

\* Pricing is for Concurrent User licenses only. Conversion of Concurrent User installations to Named User installations will be subject to conversion charge.

\*Pricing does not include travel fees, sales tax, use tax, VAT, or third-party software licenses and are invoiced separately to client if applicable.

\*\*Custom Public Access Gateway Portal

1. General Landing Page
  - a. Client provides text content
2. Search Form Page
  - a. Up to 10 columns (e.g. contract title, vendor name, contract effective date, etc.)
3. Search Results Page
  - a. Up to 10 columns
  - b. Each result includes hyperlink to view Contract Details Page
4. Site Branding Theme
  - a. Includes global header and footer
    - i. Provided by Client (must be print quality and print ready)
  - b. Includes background color
    - i. Provided by Client

Service	Amount	Unit
On-site training consultation / configuration for up to 25 users	\$ 1,250.00	Per Day (one day minimum increments)
Remote training services for up to 20 connections up to eight (8) hours	\$ 1,250.00	lot

Cost per hour for remote/online consultation sessions for up to 25 users	\$ 125.00	Per Hour
System Configuration Services (Remote)	\$ 125.00	hour
Contract Template Configuration Services (Remote)	\$ 125.00	hour
Workflow Configuration (Remote)	\$ 125.00	hour
Contract Metadata Migration (Remote)	\$ 150.00	hour
Files/Attachments Import (Remote)	\$ 150.00	hour
Project Management (Remote)	\$ 150.00	hour
Application Escrow Fee	\$ 800.00	Per Year
Content Escrow Fee	\$ 800.00	Per Year
Escrow Deposit Fee	\$ 75.00	Per Deposit
<p>* Prices are valid for 120 calendar days  *Pricing does not include travel fees, sales tax, use tax, VAT, or third-party software licenses and are invoiced separately to client if applicable.</p>		

<b>Web Services API Connector - One-time Setup Fee per License</b>	<b>ADFS Connector - License Price Per Concurrent User</b>	<b>ADFS Connector - One-time Setup Fee per License</b>	<b>Solicitation Management Module - License Price Per Concurrent User</b>	<b>Solicitation Management Module - One-time Setup Fee per License</b>	<b>Purchase Order Management Module - License Price Per Concurrent User</b>	<b>Purchase Order Management Module - One-time Setup Fee per License</b>	<b>Custom Public Access Gateway Module - License Price Per Concurrent User</b>	<b>Custom Public Access Gateway Module - One-time Setup Fee per License</b>
\$ 259.50	\$ 2,595.00	\$ 259.50	\$ 2,775.00	\$ 277.50	\$ 1,388.00	\$ 138.80	\$ 4,295.00	\$ 429.50
\$ 3.66	\$ 54.84	\$ 5.48	\$ 127.97	\$ 12.80	\$ 54.84	\$ 5.48	\$ 21.94	\$ 2.19
\$ 3.62	\$ 54.32	\$ 5.43	\$ 126.74	\$ 12.67	\$ 54.32	\$ 5.43	\$ 21.73	\$ 2.17
\$ 3.58	\$ 53.75	\$ 5.37	\$ 125.41	\$ 12.54	\$ 53.75	\$ 5.37	\$ 21.50	\$ 2.15
\$ 3.55	\$ 53.22	\$ 5.32	\$ 124.18	\$ 12.42	\$ 53.22	\$ 5.32	\$ 21.29	\$ 2.13
\$ 3.51	\$ 52.65	\$ 5.27	\$ 122.85	\$ 12.29	\$ 52.65	\$ 5.27	\$ 21.06	\$ 2.11
\$ 3.47	\$ 52.12	\$ 5.21	\$ 121.62	\$ 12.16	\$ 52.12	\$ 5.21	\$ 20.85	\$ 2.08
\$ 3.44	\$ 51.55	\$ 5.16	\$ 120.29	\$ 12.03	\$ 51.55	\$ 5.16	\$ 20.62	\$ 2.06
\$ 3.40	\$ 51.03	\$ 5.10	\$ 119.06	\$ 11.91	\$ 51.03	\$ 5.10	\$ 20.41	\$ 2.04
\$ 3.36	\$ 50.46	\$ 5.05	\$ 117.73	\$ 11.77	\$ 50.46	\$ 5.05	\$ 20.18	\$ 2.02
\$ 3.33	\$ 49.93	\$ 4.99	\$ 116.50	\$ 11.65	\$ 49.93	\$ 4.99	\$ 19.97	\$ 2.00
\$ 3.29	\$ 49.36	\$ 4.94	\$ 115.17	\$ 11.52	\$ 49.36	\$ 4.94	\$ 19.74	\$ 1.97
\$ 3.26	\$ 48.83	\$ 4.88	\$ 113.94	\$ 11.39	\$ 48.83	\$ 4.88	\$ 19.53	\$ 1.95

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Preliminary Project Plan	Preliminary Project Plan	Execution + 5 days			
On-site Project kick-off meeting	On-site Project Initiation	Execution + 5 days	\$ 2,500.00		\$ 2,500.00
Delivery of Production SaaS Environment	Production environment URL and master credentials	Execution + 5 days	\$ 21,026.37		\$ 21,026.37
Delivery of Staging SaaS Environment	Staging environment URL and master credentials	Execution + 5 days	\$ 7,983.26		\$ 7,983.26
Final Project Plan	Project Plan	Execution + 30	\$ 4,800.00		\$ 4,800.00
Requirements to Specifications					
Delivery of Requirements Capture Templates for Master Reference Departments	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Master Reference Locations	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Master Reference Contract Types	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Master Reference Statuses	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Master Reference Categories	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Vendor	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Employee/User	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Clause Library	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for User Groups	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Security Groups	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Contract Data	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Purchase Order Data	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for User Defined Fields	Requirements Capture Template	Execution + 15 days	\$ -		
Delivery of Requirements Capture Templates for Workflow	Requirements Capture Template	Execution + 45 days	\$ -		
Guidance Sessions					

Master Reference Departments	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Locations	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Contract Types	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Statuses	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Categories	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Vendor	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Employee/User	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Clause Library	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
User Groups	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Security Groups	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Contract Data	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Purchase Order Data	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
User Defined Fields	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Workflow	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Review and Feedback					
Master Reference Departments	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures

Master Reference Locations	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Contract Types	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Statuses	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Categories	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Vendor	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Employee/User	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Clause Library	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
User Groups	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Security Groups	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Contract Data	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Purchase Order Data	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
User Defined Fields	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Workflow	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Templates for Integration	Requirements Capture Template	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Guidance Sessions for Integration	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Review and Feedback for Integration	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures

Requirements Capture Templates for Data Importing	Requirements Capture Template	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Guidance Sessions for Data Importing	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Review and Feedback for Data Importing	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Templates for Document Templates	Requirements Capture Template	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Guidance Sessions for Document Templates	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Review and Feedback for Document Templates	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Templates for Document Authoring	Requirements Capture Template	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Guidance Sessions for Document Authoring	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Review and Feedback for Document Authoring	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Templates for Fields by Contract Type	Requirements Capture Template	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Guidance Sessions for Fields by Contract Type	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Requirements Capture Review and Feedback for Fields by Contract Type	Formal feedback on requirements capture templates	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Application Configuration Support & Guidance					
Master Reference Departments	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Locations	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Contract Types	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures

Master Reference Statuses	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Master Reference Categories	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Vendor	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Employee/User	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Clause Library	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
User Groups	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Security Groups	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Contract Data	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Purchase Order Data	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
User Defined Fields	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Workflow	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Document Templates	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Document Authoring	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Contract Fields by Type	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Data Importing Support & Guidance					
Vendors	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures

Employees/Users	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Purchase Orders	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Contracts	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Administrative					
Bi-Weekly Status Report	Bi-Weekly Status Report	Bi Weekly	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Project Management	Weekly PM and Coordination	Weekly	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Implementation Support					
Guidance and Knowledge Transfer on Development of User Acceptance Test Plan	Online work Sessions	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Support & Remediation of Implementation Activities for SaaS Staging Environment	Hours expended each month toward milestone event	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Support & Remediation of Implementation Activities for SaaS Production Environment	Hours expended each month toward milestone event	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Support & Remediation of Implementation Activities for Data Importing	Hours expended each month toward milestone event	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Support & Remediation of Implementation Activities for Integration	Hours expended each month toward milestone event	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Support & Remediation of Implementation Activities for User Acceptance Testing	Hours expended each month toward milestone event	TBD based on Final Project Plan	Monthly billing for hourly resource expenditures		Monthly billing for hourly resource expenditures
Training					
Completion of System Training Manuals	System Training Manuals	Execution + 20 days	\$ 3,000.00		\$ 3,000.00
Completion of Remote Admin User Training	On-site Admin User Training	Execution + 30 days	\$ 900.00		\$ 900.00
Completions of Remote IT Admin Training	On-site IT Admin Support Training	Execution + 45 days	\$ 600.00		\$ 600.00
Completion of Remote End User Training	On-site End User Training	TBD based on Final Project Plan	\$ 1,800.00		\$ 1,800.00

**Template**

**EXHIBIT D to Contract VA-XXXX-XXXX**

**Change Order No. XXX for Statement of Work D-X  
Between (NAME OF AGENCY/INSTITUTION) and CobbleStone Systems Corporation**

**Issued Under  
CONTRACT NUMBER VA- XXXX-XXXX  
BETWEEN  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
AND  
CobbleStone Systems Corporation**

This Change Order No. XXX hereby modifies and is made an integral part of Statement of Work A-X (“SOW”), between NAME OF AGENCY/INSTITUTION (“Authorized User”) and CobbleStone Systems Corporation, (“Supplier”), which was issued under Contract Number VA-XXXX-XXXX (“Contract”) between the Virginia Information Technologies Agency (“VITA”) and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

*[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]*

**CHANGE ORDER**

This is Change Order No. XXX to a SOW issued by Authorized User to Supplier under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution (“Solution”).

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as “From” (copy/paste from current SOW section) and “To” (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

**1. PERIOD OF PERFORMANCE**

The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XXX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

- i). The Contract, including Exhibit A

- ii). Statement of Work A-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No. XXX, effective (INSERT EFFECTIVE DATE).

Supplier

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized User

By: \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

(Print)

Title: \_\_\_\_\_

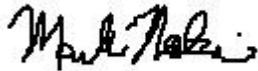
Date: \_\_\_\_\_

## EXHIBIT F: CERTIFICATION REGARDING LOBBYING

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

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

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



Signature:

Printed Name: Mark Nastasi

Organization: CobbleStone Systems Corp

Date: November 27, 2012