



Commonwealth of Virginia
Virginia Information Technologies Agency

SATELLITE PHONES, RADIOS, BGAN PRODUCTS & SERVICES

OPTIONAL USE CONTRACT

Date: March 13, 2015

Contract #: VA-150320-KNS

Authorized User: Authorized User (AU): All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at: <http://www.ciev.org/Our-Colleges/Profiles.aspx>.

Contractor: Knight Sky LLC
5123 Pegasus Court
Suite X
Frederick, MD 21704

FIN: 32-0080232

Contact Person: Tracey Courts
Phone: (240) 252-1962
Email: tracey.courts@knight-sky.com

Term: March 19, 2015 – March 28, 2018

Payment: Net 30 days

For Additional Information, Please Contact:

Technical Information:
Supply Chain Management
Virginia Information Technologies Agency
John Tackley
Phone: 804-416-6165
E-Mail: john.tackley@vita.virginia.gov
Fax: 804-416-6361

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

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



Invitation for Bid (IFB)

SOLICITATION, OFFER AND AWARD
IFB NUMBER
2015-11
Amendment 1

DATE ISSUED
1/21/2015

DATE DUE
2/25/2015

REQ. NUMBER
n/a
Satellite Phone-Radio-PTT-BGAN Products and Services

For more information, please send e-mail to Single Point of Contact (SPOC): john.tackley@vita.virginia.gov, or call (804) 416-6165

ISSUING OFFICE
VITA - Supply Chain Management
11751 Meadowville Lane
Chester, VA 23836
SHIP TO: as specified in each order**BILL TO:** as specified in each order**SOLICITATION**

This procurement is being conducted on behalf of VITA and other Public Bodies as defined in §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia and private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. Sealed Bids for furnishing the Products and/or Services set forth in the Price Schedule will be returned to the Issuing Office. If hand carried, deliver to the SCM receptionist located at the Issuing Office address above. Bids must be received prior to 2:00 PM local time on the Date Due indicated above (Public bid opening at 2:30 PM). Please read and understand the attached Solicitation Instructions. This is an advertised solicitation consisting of this cover page, the Solicitation Instructions, Requirements, Pricing Schedule, Certification Regarding Lobbying and the Mandatory Contractual Terms and Conditions, and any other files, exhibits, attachments, provisions, representations, certifications or specifications as are attached or incorporated herein by reference, or any subsequent amendments issued.

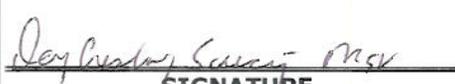
OFFER

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

BIDDER INFORMATION

SUPPLIER FEIN	32-0080232	 BIDDER'S BINDING SIGNATURE Adriann Culp PRINTED NAME
SUPPLIER NAME	Knight Sky, LLC	
ADDRESS	5123 Pegasus Court, Suite X	
CITY/STATE/ZIP	Frederick, MD 21704	
E-MAIL	tracey.courts@knight-sky.com	
PHONE	240-252-1962	
FAX	301-696-2291	

AWARD

BID ITEMS AWARDED	AWARDED BY	AWARD DATE	CONTRACT NUMBER
ALL	 SIGNATURE for the Chief Information Officer (CIO) of the Commonwealth of Virginia Doug Crenshaw, Sourcing Mgr PRINTED NAME	3/19/15	VA-150320-KNS

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

Commonwealth of Virginia Satellite Phone, Radio, PTT, BGAN Products and Services

IFB 2015-11 - Exhibit A - Pricing

Product Price List

Supplier Name:	Knight Sky LLC		please populate all blue shaded regions		
Submitted By:	Adriann Culp	phone:	240-252-1962	email:	Adriann.Culp@knight-sky.com

NOTE: Authorized Contract Users must request a written quote from the Supplier, which references the VITA Contract Number. The Supplier Quote must be referenced in the order and be attached to the eVA Requisition or Purchase Order. If it is necessary to verify quoted contract price, go to the Index Price List "URL" shown below. Find the desired item and price located there. Apply the Government or Academic "Percentage Discount" shown below for the "Product Category," to calculate the "Net Price" (Contract Price) offered.

(Net Prices shown below were valid only on the date of contract award.)

Definitions:

*** Index Price List:**

An "Index Price List" is defined as a list of prices found on a publicly available website URL. The URL may link to a manufacturer's price list, such as List Price or Suggested Retail Price. The URL may also be a contract price list, such as a GSA Schedule contract or another government contract. The URL and pricing provided must be independently controlled, that is to say not under the control of the firm that is bidding. The bidder will offer a Contract Discount¹, which will be calculated against the prices in the Index Price List at the URL provided. The Contract Discount may be a negative or positive value, which, when calculating from the Index Price² for a product or service, results in the Contract Price³ for that specific product or service.

¹ Contract Discount:

The "Contract Discount" is defined as the percentage value that is used along with the Index Price in calculating the Contract Price.

² Index Price:

The "Index Price" is defined as the individual price for a contract item, product or service, as shown at the URL for the Index Price List.

³ Contract Price (Net Price offered to the Commonwealth):

"Contract Price" is defined as the result of multiplying the Index Price by the Contract Discount.

The formula for calculating the Contract Price is: "Contract Price = Index Price - (Contract Discount)"

Index Price List Source	Effective Date
Knight Sky LLC GSA Price List - GSA Schedule 70 Contract # GS-35F-0016V	November 1, 2008 – October 31, 2018
URL	frequency
https://www.gsaadvantage.gov/ref_text/GS35F0016V/GS35F0016V_online.htm	As required

Comprehensive SAT Product Catalog/Price List

Product Description Fields	Government Pricing	Academic Pricing
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Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
BGAN Equipment										
SAT PHONE	30100-1	Thrane & Thrane	403705A	Thrane Explorer 300	\$ 2,794.77	0.00%	\$ 2,794.77		0.00%	\$ -
SAT PHONE	30100-2	Thrane & Thrane	403721A-00700	Thrane Explorer 325	\$ 8,946.75	0.00%	\$ 8,946.75		0.00%	\$ -
SAT PHONE	30100-3	Thrane & Thrane	403710A	Thrane Explorer 500	\$ 3,241.92	0.00%	\$ 3,241.92		0.00%	\$ -
SAT PHONE	30100-4	Thrane & Thrane	403720A	Thrane Explorer 700	\$ 5,078.76	0.00%	\$ 5,078.76		0.00%	\$ -
SAT PHONE	30100-5	Thrane & Thrane	403722A-20000	Thrane Explorer 727	\$ 18,577.28	0.00%	\$ 18,577.28		0.00%	\$ -
ACCESSORIES	30110-1	Thrane & Thrane	403650A-009	BGAN T&T 300/500/700 Car Charger Cable	\$ 62.53	0.00%	\$ 62.53		0.00%	\$ -
ACCESSORIES	30110-2	Thrane & Thrane	403682L	BGAN T&T 300/500 AC/DC Power Adapter	\$ 137.75	0.00%	\$ 137.75		0.00%	\$ -
ACCESSORIES	30110-3	Thrane & Thrane	403686L	BGAN T&T 300/500 Battery	\$ 195.61	0.00%	\$ 195.61		0.00%	\$ -
ACCESSORIES	30110-4	Thrane & Thrane	403625B	BGAN T&T 2Wire Handset	\$ 155.67	0.00%	\$ 155.67		0.00%	\$ -
ACCESSORIES	30110-5	Thrane & Thrane	403650A-922	BGAN T&T 300/500 Pole Mount Kit	\$ 177.69	0.00%	\$ 177.69		0.00%	\$ -
ACCESSORIES	30110-6	Thrane & Thrane	403682P	BGAN T&T 700 AC/DC Charger	\$ 89.53	0.00%	\$ 89.53		0.00%	\$ -
ACCESSORIES	30110-7	Thrane & Thrane	403686P	BGAN T&T 700 Battery	\$ 275.50	0.00%	\$ 275.50		0.00%	\$ -
ACCESSORIES	30110-8	Thrane & Thrane	403650A-920	BGAN T&T 700 Pole Mount Kit for external Antenna	\$ 311.39	0.00%	\$ 311.39		0.00%	\$ -
ACCESSORIES	30110-9	Thrane & Thrane	403720A-942	BGAN T&T 700 Antenna cable QN/TNC 10 m	\$ 95.94	0.00%	\$ 95.94		0.00%	\$ -
ACCESSORIES	30110-10	Thrane & Thrane	403720A-945	BGAN T&T 700 Antenna cable QN/TNC 30 m	\$ 245.42	0.00%	\$ 245.42		0.00%	\$ -
ACCESSORIES	30110-11	Thrane & Thrane	403720A-948	BGAN T&T 700 Antenna cable QN/TNC 60 m	\$ 933.84	0.00%	\$ 933.84		0.00%	\$ -
ACCESSORIES	30110-12	Thrane & Thrane	403720A-955	BGAN T&T 700 Antenna cable QN/TNC 100 m	\$ 2,290.37	0.00%	\$ 2,290.37		0.00%	\$ -
ACCESSORIES	30110-13	Thrane & Thrane	403712A-009	BGAN T&T 727 Magnetic Mount solution	\$ 493.19	0.00%	\$ 493.19		0.00%	\$ -
SAT PHONE	30110-14	Thrane & Thrane	403670A-00500	Thrane IP handsets and cradle	\$ 1,067.64	0.00%	\$ 1,067.64		0.00%	\$ -
ACCESSORIES	30110-15	Thrane & Thrane	403650A-004	Thrane SIM Lock	\$ 195.61	0.00%	\$ 195.61		0.00%	\$ -
SAT PHONE	30120-1	Hughes	3500059-0001	BGAN HNS 9201 Class 1	\$ 3,950.76	0.00%	\$ 3,950.76		0.00%	\$ -
SAT PHONE	30120-2	Hughes	3500566-0001	BGAN HNS 9202	\$ 3,591.14	0.00%	\$ 3,591.14		0.00%	\$ -
SAT PHONE	30120-3	Hughes	3500414-0001	BGAN HNS 9350-C10, Vehicular Class 10 land mobile	\$ 15,495.58	0.00%	\$ 15,495.58		0.00%	\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
SAT PHONE	30120-4	Hughes	3500497-0001	BGAN HNS 9450-C11, Vehicular Class 11 Land Mobile	\$ 8,621.98	0.00%	\$ 8,621.98		0.00%	\$ -
ACCESSORIES	30211-1	Hughes	9500638-0001	BGAN Hughes power cord	\$ 4.29	0.00%	\$ 4.29		0.00%	\$ -
ACCESSORIES	30211-2	Hughes	3500100-0001	BGAN Hughes 30m AC power cord	\$ 43.10	0.00%	\$ 43.10		0.00%	\$ -
ACCESSORIES	30211-3	Hughes	3500411-0001	BGAN Hughes AC/DC power adapter	\$ 57.49	0.00%	\$ 57.49		0.00%	\$ -
ACCESSORIES	30211-4	Hughes	3500065-0002	BGAN Hughes Extended Battery Pack US	\$ 192.56	0.00%	\$ 192.56		0.00%	\$ -
ACCESSORIES	30211-5	Hughes	3500059-0001	BGAN Hughes Standard Battery Pack US	\$ 158.09	0.00%	\$ 158.09		0.00%	\$ -
ACCESSORIES	30211-6	Hughes	3004066-0001	BGAN Hughes Fix Mount Kit	\$ 459.91	0.00%	\$ 459.91		0.00%	\$ -
ACCESSORIES	30211-7	Hughes	3004066-0002	BGAN Hughes Basic Fix Mount Kit	\$ 172.46	0.00%	\$ 172.46		0.00%	\$ -
ACCESSORIES	30211-8	Hughes	9501379-0001	BGAN Hughes 2-4 Wire ISDN Terminal Adapter	\$ 467.12	0.00%	\$ 467.12		0.00%	\$ -
ACCESSORIES	30211-9	Hughes	9501286-0001	BGAN Hughes External Antenna	\$ 1,292.05	0.00%	\$ 1,292.05		0.00%	\$ -
ACCESSORIES	30211-10	Hughes	3500059-0001	BGAN Hughes Mag. Mounts	\$ 287.44	0.00%	\$ 287.44		0.00%	\$ -
SAT PHONE	30211-11	AddValue	0BGANADDVALUE	BGAN Sabre 1 w/o caller ID phone & canvas bag	\$ 1,724.64	0.00%	\$ 1,724.64		0.00%	\$ -
SAT PHONE	30211-12	AddValue	BGANADDVALUEBA	BGAN Sabre 1 with canvas bag only	\$ 1,768.20	0.00%	\$ 1,768.20		0.00%	\$ -
SAT PHONE	30211-13	AddValue	BGANADDVALUECLI	BGAN Sabre 1 with caller ID phone and canvas bag	\$ 1,825.44	0.00%	\$ 1,825.44		0.00%	\$ -
SAT PHONE	30211-14	AddValue	BGANADDVALUERMT	BGAN Sabre 1 Remote (no caller ID & bag)	\$ 2,255.97	0.00%	\$ 2,255.97		0.00%	\$ -
ACCESSORIES	30211-15	AddValue	ACSABREREMOTE10	BGAN Sabre 1 Remote Shield w/10M cable	\$ 826.24	0.00%	\$ 826.24		0.00%	\$ -
ACCESSORIES	30211-16	AddValue	ACSABREREMOTE20	BGAN Sabre 1 Remote Shield w/20m cable	\$ 955.65	0.00%	\$ 955.65		0.00%	\$ -
ACCESSORIES	30211-17	AddValue	0ACSABREAC-DC	BGAN Sabre 1 AC/DC power adapter	\$ 79.08	0.00%	\$ 79.08		0.00%	\$ -
ACCESSORIES	30211-18	AddValue	0ACSABREBATTERY	BGAN Sabre 1 Primary Battery Pack	\$ 129.35	0.00%	\$ 129.35		0.00%	\$ -
ACCESSORIES	30211-19	AddValue	0ACSABREBTPHONE	BGAN Sabre 1 Wideye Bluetooth Handset	\$ 359.30	0.00%	\$ 359.30		0.00%	\$ -
ACCESSORIES	30211-20	AddValue	0ACSABRECARCASE	BGAN Sabre 1 Caller ID Corded Handset	\$ 143.72	0.00%	\$ 143.72		0.00%	\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
ACCESSORIES	30211-21	AddValue	0ACSABRECARCH	BGAN Sabre 1 Car Charging Adaptor	\$ 107.82	0.00%	\$ 107.82		0.00%	\$ -
ACCESSORIES	30211-22	AddValue	0ACSABREPOWPAC	BGAN Sabre 1 Cable pack (for AC/DC) RJ11 telephone cord, RJ45 network cable	\$ 28.74	0.00%	\$ 28.74		0.00%	\$ -
ACCESSORIES	30211-23	AddValue	0ACSOLARCHSABRE	BGAN Sabre 1 Solar Charger; Solstar T55 Solar Panel	\$ 2,115.37	0.00%	\$ 2,115.37		0.00%	\$ -
ACCESSORIES	30211-24	AddValue	CSABRECNVCA	BGAN Sabre 1 Canvas Carry Case	\$ 158.09	0.00%	\$ 158.09		0.00%	\$ -
ACCESSORIES	30211-25	AddValue	0ACSABREPWRCL	BGAN Sabre 1 3 Power Cords (Euro, US, UK)	\$ 43.12	0.00%	\$ 43.12		0.00%	\$ -
ACCESSORIES	30211-26	Inmarsat	BGANSIM	BGAN SIM Card	\$ 15.55	0.00%	\$ 15.55		0.00%	\$ -
IsatPhone Equipment										
SAT PHONE	30310-1	Inmarsat	0ISATPHONE	ISATPhone Pro, Incl. Sim Card	\$ 739.13	0.00%	\$ 739.13		0.00%	\$ -
	0	0	0	IsatPhone Accessories	\$ -	0.00%	\$ -		0.00%	\$ -
ACCESSORIES	30311-1	Inmarsat	0ACISATCARRYCASE	IsatPhone Carry Case	\$ 18.66	0.00%	\$ 18.66		0.00%	\$ -
ACCESSORIES	30311-2	Inmarsat	0ACISATBATTERY	IsatPhone Battery	\$ 21.53	0.00%	\$ 21.53		0.00%	\$ -
ACCESSORIES	30311-3	Inmarsat	ACISATMAINCHARGE	IsatPhone Mains Charger	\$ 14.37	0.00%	\$ 14.37		0.00%	\$ -
ACCESSORIES	30311-4	Inmarsat	ACISATCARCHARGE	IsatPhone Car Charger	\$ 7.22	0.00%	\$ 7.22		0.00%	\$ -
ACCESSORIES	30311-5	Inmarsat	0ACISATUSBCABLE	IsatPhone Micro USB Cable	\$ 3.61	0.00%	\$ 3.61		0.00%	\$ -
ACCESSORIES	30311-6	Inmarsat	0ACISATHEADSET	IsatPhone Wired Hands Free Headset	\$ 3.61	0.00%	\$ 3.61		0.00%	\$ -
ACCESSORIES	30311-7	Inmarsat	ACISATWRISTSTRA	IsatPhone Wrist Strap	\$ 1.43	0.00%	\$ 1.43		0.00%	\$ -
ACCESSORIES	30311-8	Beam	0BEAMISATDOCKPR	Beam IsatDOCK Pro	\$ 1,128.24	0.00%	\$ 1,128.24		0.00%	\$ -
ACCESSORIES	30311-9	Beam	0BEAMISATDOCKDRV	Beam IsatDOCK Drive	\$ 934.18	0.00%	\$ 934.18		0.00%	\$ -
ACCESSORIES	30311-10	Beam	0BEAMISATDOCKLITE	Beam IsatDOCK Lite	\$ 538.98	0.00%	\$ 538.98		0.00%	\$ -
ACCESSORIES	30311-11	Beam	BEAMISATACTTRMA	Beam IsatDOCK Transport Active Antenna (Magnetic)	\$ 553.35	0.00%	\$ 553.35		0.00%	\$ -
ACCESSORIES	30311-12	Beam	BEAMISATACTTRBOL	Beam IsatDOCK Transport Active Antenna (Bolt)	\$ 531.77	0.00%	\$ 531.77		0.00%	\$ -
ACCESSORIES	30311-13	Beam	0BEAMISATDOCKPAS	Beam IsatDOCK Fixed Passive Antenna	\$ 244.32	0.00%	\$ 244.32		0.00%	\$ -
ACCESSORIES	30311-14	Beam	0BEAMISATDOCK6M	Beam IsatDOCK 6m cable kit	\$ 64.71	0.00%	\$ 64.71		0.00%	\$ -
ACCESSORIES	30311-15	Beam	0BEAMISATDOCK12M	Beam IsatDOCK 12m cable kit	\$ 114.98	0.00%	\$ 114.98		0.00%	\$ -
ACCESSORIES	30311-16	Beam	0BEAMISATDOCK18M	Beam IsatDOCK 18.5m cable kit	\$ 201.21	0.00%	\$ 201.21		0.00%	\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
ACCESSORIES	30311-17	Beam	0BEAMISATDOCK30M	Beam IsatDOCK 31m cable kit	\$ 409.63	0.00%	\$ 409.63		0.00%	\$ -
ACCESSORIES	30311-18	Beam	0BEAMISATDOCK40M	Beam IsatDOCK 40m cable kit for active antenna	\$ 503.02	0.00%	\$ 503.02		0.00%	\$ -
ACCESSORIES	30311-19	Beam	0BEAMISATDOCK10M	Beam IsatDOCK 10m cable kit for passive antenna	\$ 86.23	0.00%	\$ 86.23		0.00%	\$ -
ACCESSORIES	30311-20	Beam	0BEAMISATDOCK20M	Beam IsatDOCK 20m cable kit for passive antenna	\$ 215.58	0.00%	\$ 215.58		0.00%	\$ -
ACCESSORIES	30311-21	Beam	0BEAMISATHDST	Beam Privacy Handset	\$ 129.35	0.00%	\$ 129.35		0.00%	\$ -
ACCESSORIES	30311-22	Beam	0BEAMISATAAC	Beam AC110-240v Plug Pack	\$ 114.98	0.00%	\$ 114.98		0.00%	\$ -
ACCESSORIES	30311-23	Beam	0BEAMISATPOTS	Beam Panasonic POTS phone	\$ 93.88	0.00%	\$ 93.88		0.00%	\$ -
ACCESSORIES	30311-24	Beam	0BEAMISATUPS	Beam UPS battery pack	\$ 469.55	0.00%	\$ 469.55		0.00%	\$ -
ACCESSORIES	30311-25	Beam	0BEAMISATBDL	Beam Man Down bundle	\$ 829.97	0.00%	\$ 829.97		0.00%	\$ -
ACCESSORIES	30311-26	Inmarsat	0CRDGSPS	IsatPhone Pro SIM Card	\$ 15.55	0.00%	\$ 15.55		0.00%	\$ -
Iridium Equipment										
SAT PHONE	30410-1	Iridium	BPKT0801	Iridium 9555 GSA (US made) Full Kit, Including SIM Card	\$ 1,448.40	0.00%	\$ 1,448.40		0.00%	\$ -
SAT PHONE	30410-2	Iridium	APKT0401	Iridium 9505A Satellite Phone, US made, Non RoHS	\$ 1,939.91	0.00%	\$ 1,939.91		0.00%	\$ -
SAT PHONE	30410-3	Iridium	SBDM0501	Iridium 9601 SBD Modem Only	\$ 502.71	0.00%	\$ 502.71		0.00%	\$ -
SAT PHONE	30410-4	Iridium	SBD2M1001	Iridium 9602 SBD Modem Only	\$ 359.61	0.00%	\$ 359.61		0.00%	\$ -
ACCESSORIES	30410-5	Iridium	SBD2D1001	Iridium 9602 SBD Transceiver Test Interface Board AC/DC PSU and Doc CD	\$ 2,156.43	0.00%	\$ 2,156.43		0.00%	\$ -
ACCESSORIES	30410-6	Iridium	SBD2T1001	Iridium 9602 Test Interface Board AD/DC PSU and Doc CD	\$ 1,796.82	0.00%	\$ 1,796.82		0.00%	\$ -
ACCESSORIES	30410-7	Iridium	BLBT0801	Iridium 9522B L-band transceiver	\$ 1,221.93	0.00%	\$ 1,221.93		0.00%	\$ -
ACCESSORIES	30410-8	Iridium	CLBT1101	Iridium 9523 L-Band transceiver	\$ 1,437.20	0.00%	\$ 1,437.20		0.00%	\$ -
ACCESSORIES	30410-9	Iridium	9523BETA	Iridium 9523 Prototype Developer Kit, L-Band transceiver	\$ 2,156.43	0.00%	\$ 2,156.43		0.00%	\$ -
ACCESSORIES	30410-10	Iridium	SBD3M1201	Iridium 9603 SBD Transceiver (Min qty 40 units)	\$ 395.70	0.00%	\$ 395.70		0.00%	\$ -
ACCESSORIES	30410-11	Iridium	SBD3D1201	Iridium 9603 Developers Kit w/transceiver	\$ 2,156.43	0.00%	\$ 2,156.43		0.00%	\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
ACCESSORIES	30410-12	Iridium	SBD3T1201	Iridium 9603 Developers Kit w/o transceiver	\$ 1,796.82	0.00%	\$ 1,796.82		0.00%	\$ -
ACCESSORIES	30411-1	Iridium	BAT20801	Iridium 9555 Rechargeable Li-ion battery	\$ 86.23	0.00%	\$ 86.23		0.00%	\$ -
ACCESSORIES	30411-2	Iridium	BAT41101	Iridium 9555 Hi Capacity Recharge Li-ion Battery	\$ 129.35	0.00%	\$ 129.35		0.00%	\$ -
ACCESSORIES	30411-3	Iridium	HOL0801	Iridium 9555 Leather Holster	\$ 35.96	0.00%	\$ 35.96		0.00%	\$ -
ACCESSORIES	30411-4	Iridium	USBC1101	Iridium 9555 USB Mini USB Cable	\$ 28.74	0.00%	\$ 28.74		0.00%	\$ -
ACCESSORIES	30411-5	Iridium	H2CD1004	Iridium 9555 Data CD	\$ 5.72	0.00%	\$ 5.72		0.00%	\$ -
ACCESSORIES	30411-6	Iridium	H2UG1002	Iridium 9555 User Guide	\$ 17.23	0.00%	\$ 17.23		0.00%	\$ -
ACCESSORIES	30411-7	Iridium	H2AA0802	Iridium 9555 Antenna Adapter	\$ 50.33	0.00%	\$ 50.33		0.00%	\$ -
ACCESSORIES	30411-8	Iridium	PHS300IC	Iridium AxcessPoint Kit	\$ 186.84	0.00%	\$ 186.84		0.00%	\$ -
ACCESSORIES	30411-9	Iridium	BATPH3001C	Iridium Access Point Rechargeable Li-ion Battery	\$ 28.74	0.00%	\$ 28.74		0.00%	\$ -
ACCESSORIES	30411-10	Iridium	AUT0901	Iridium Auto-Accessory Adapter, 9505A & 9555	\$ 50.33	0.00%	\$ 50.33		0.00%	\$ -
ACCESSORIES	30411-11	Iridium	HFHS0601	Iridium 9505A/9555 Handsfree Retractable Headset	\$ 15.80	0.00%	\$ 15.80		0.00%	\$ -
ACCESSORIES	30411-12	Iridium	IPK0601	Iridium 9505A/9555 International Plug Kit	\$ 28.74	0.00%	\$ 28.74		0.00%	\$ -
ACCESSORIES	30411-13	Iridium	ACTC0901	Iridium 9505A/9555 AC Travel Charger	\$ 79.08	0.00%	\$ 79.08		0.00%	\$ -
ACCESSORIES	30411-14	Iridium	BAT0602	Iridium 9505A Rechargeable Li-ion Battery	\$ 86.23	0.00%	\$ 86.23		0.00%	\$ -
ACCESSORIES	30411-15	Iridium	RDA0401	Iridium 9505A RS232 Data Adapter	\$ 71.86	0.00%	\$ 71.86		0.00%	\$ -
ACCESSORIES	30411-16	Iridium	DCD06002	Iridium CD-ROM, Direct Internet 2.0	\$ 5.72	0.00%	\$ 5.72		0.00%	\$ -
ACCESSORIES	30411-17	Iridium	ADKT0602	Iridium 9505A Data Kit, Direct Internet 2.0	\$ 120.70	0.00%	\$ 120.70		0.00%	\$ -
ACCESSORIES	30411-18	Iridium	PUG0701	Iridium 9505A User Guide	\$ 17.23	0.00%	\$ 17.23		0.00%	\$ -
ACCESSORIES	30411-19	Iridium	SYN8404B	Iridium 9505 and 9505A Battery Door	\$ 14.37	0.00%	\$ 14.37		0.00%	\$ -
ACCESSORIES	30411-20	Iridium	ACDC0601	Iridium 9500/9505 ACDC Converter	\$ 64.71	0.00%	\$ 64.71		0.00%	\$ -
ACCESSORIES	30411-21	Iridium	AAA0601	Iridium 9500,9505 & 9505A Aux Antenna Adapter	\$ 50.33	0.00%	\$ 50.33		0.00%	\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
ACCESSORIES	30411-22	Iridium	SYN0039B	Iridium 9500/9505 Auto Access Adapter	\$ 50.33	0.00%	\$ 50.33		0.00%	\$ -
ACCESSORIES	30411-23	Iridium	SYN0060C	Iridium 9500/9505 High Cap Li-ion Battery	\$ 86.23	0.00%	\$ 86.23		0.00%	\$ -
ACCESSORIES	30411-24	Iridium	SYN0091A	Iridium 9500/9505 RS232 Adapter for DataKit, 9505	\$ 71.86	0.00%	\$ 71.86		0.00%	\$ -
ACCESSORIES	30411-25	Iridium	SYN8371B	Iridium 9500/9505 Data Kit, Direct Internet 2.0	\$ 120.70	0.00%	\$ 120.70		0.00%	\$ -
ACCESSORIES	30411-26	Iridium	SYN7863A	Iridium 9500/9505A Leather Holster	\$ 35.96	0.00%	\$ 35.96		0.00%	\$ -
ACCESSORIES	30411-27	Iridium	SYN7024A	Iridium 9500/9505 Intl Plug Kit	\$ 28.74	0.00%	\$ 28.74		0.00%	\$ -
ACCESSORIES	30411-28	Iridium	ANT0501	Iridium Replacement 9505 & 9505A Antenna	\$ 194.05	0.00%	\$ 194.05		0.00%	\$ -
ACCESSORIES	30411-29	Iridium	PAA0601	Iridium 9505A/9555 Portable Aux Antenna	\$ 107.82	0.00%	\$ 107.82		0.00%	\$ -
ACCESSORIES	30411-30	Beam	RST100	Beam Remote Satellite Terminal	\$ 2,176.96	0.00%	\$ 2,176.96		0.00%	\$ -
ACCESSORIES	30411-31	Beam	RST100FS	Beam FixedSITE bundle	\$ 2,556.36	0.00%	\$ 2,556.36		0.00%	\$ -
ACCESSORIES	30411-32	Beam	2BEAMPIRCYBNDLE	Beam Piracy Bundle Iridium	\$ 2,680.42	0.00%	\$ 2,680.42		0.00%	\$ -
ACCESSORIES	30411-33	Beam	9555SDG	Beam 9555- G SatDOCK	\$ 1,105.09	0.00%	\$ 1,105.09		0.00%	\$ -
ACCESSORIES	30411-34	Beam	9555SDGHB	Beam 9555- G SatDOCK Bundle	\$ 1,408.58	0.00%	\$ 1,408.58		0.00%	\$ -
ACCESSORIES	30411-35	Beam	9555PD	Beam PotsDOCK 9555	\$ 1,204.64	0.00%	\$ 1,204.64		0.00%	\$ -
ACCESSORIES	30411-36	Beam	9555PDHB	Beam PotsDOCK 9555 Bundle	\$ 1,611.60	0.00%	\$ 1,611.60		0.00%	\$ -
ACCESSORIES	30411-37	Beam	9555PDVTB	Beam PotsDOCK 9555 Voice and Tracking Bundle	\$ 1,821.21	0.00%	\$ 1,821.21		0.00%	\$ -
ACCESSORIES	30411-38	Beam	9555ID	Beam IntelliDOCK 9555	\$ 673.49	0.00%	\$ 673.49		0.00%	\$ -
ACCESSORIES	30411-39	ASE	ASE DK050	ASE Iridium 9555 ASE DK050 Docking station	\$ 969.02	0.00%	\$ 969.02		0.00%	\$ -
ACCESSORIES	30411-40	ASE	ASE DK075	ASE Iridium 9555 ASE DK075 Docking station	\$ 1,615.77	0.00%	\$ 1,615.77		0.00%	\$ -
ACCESSORIES	30411-41	Iridium	MOCK9555	Iridium 9555 MOCK	\$ 64.71	0.00%	\$ 64.71		0.00%	\$ -
PREPAID SCRATCH CARD	30411-42	Iridium	GoChatPSC30	Iridium GoChat card 30 mins	\$ 34.34	0.00%	\$ 34.34		0.00%	\$ -
PREPAID SCRATCH CARD	30411-43	Iridium	GoChatPSC45	Iridium GoChat card 45 mins	\$ 47.60	0.00%	\$ 47.60		0.00%	\$ -
PREPAID SCRATCH CARD	30411-44	Iridium	GoChatPSC90	Iridium GoChat card 60 mins	\$ 61.28	0.00%	\$ 61.28		0.00%	\$ -
SIM CARD	30411-45	Iridium	Post Paid SIM	Iridium SIM card Post paid	\$ 11.20	0.00%	\$ 11.20		0.00%	\$ -
SIM CARD	30411-46	Iridium	Prepaid SIM	Iridium SIM card prepaid	\$ 11.20	0.00%	\$ 11.20		0.00%	\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
SIM CARD	30411-47	Iridium	Crew SIM	Iridium SIM Card Crew Calling	\$ 11.20	0.00%	\$ 11.20		0.00%	\$ -
PREPAID SCRATCH CARD	30411-48	Iridium	GoChatVSC30	Iridium GoChat Virtual card 30 min	\$ 34.34	0.00%	\$ 34.34		0.00%	\$ -
PREPAID SCRATCH CARD	30411-49	Iridium	GoChatVSC45	Iridium GoChat Virtual card 45 min	\$ 47.60	0.00%	\$ 47.60		0.00%	\$ -
PREPAID SCRATCH CARD	30411-50	Iridium	GoChatVSC90	Iridium GoChat Virtual card 60 min	\$ 61.28	0.00%	\$ 61.28		0.00%	\$ -
SATPHONE	30411-51	Iridium	CPKT1101	Iridium 9575 Satphone Kit (incl 1 of each access.)	\$ 1,622.00	0.00%	\$ 1,622.00		0.00%	\$ -
SATPHONE	30411-52	Iridium	EPKT1101	Iridium 9575 GSA Satphone Kit (US made)	\$ 1,717.18	0.00%	\$ 1,717.18		0.00%	\$ -
ACCESSORIES	30411-53	Iridium	BAT31001	Iridium 9575 Li-ion Battery	\$ 93.45	0.00%	\$ 93.45		0.00%	\$ -
ACCESSORIES	30411-54	Iridium	H3AA1101	Iridium Adapter, 9575 Antenna, Power USB	\$ 114.98	0.00%	\$ 114.98		0.00%	\$ -
ACCESSORIES	30411-55	Iridium	H3APU1101	Iridium Adapter, 9575 Power USB	\$ 100.60	0.00%	\$ 100.60		0.00%	\$ -
ACCESSORIES	30411-56	Iridium	H3HOL1101	Iridium 9575 Leather Holster	\$ 35.96	0.00%	\$ 35.96		0.00%	\$ -
ACCESSORIES	30411-57	Iridium	H3QS1101	Iridium 9575 Quick Start Guide (print via iridium.com)	\$ -	0.00%	\$ -		0.00%	\$ -
ACCESSORIES	30411-58	Iridium	H3UG1101	Iridium 9575 User Guide, English	\$ 17.23	0.00%	\$ 17.23		0.00%	\$ -
ACCESSORIES	30411-59	Iridium	H3CD1101	Iridium 9575 Data CD	\$ 5.72	0.00%	\$ 5.72		0.00%	\$ -
ACCESSORIES	30411-60	Beam	ExtremePD	Beam PotsDOCK 9575	\$ 943.83	0.00%	\$ 943.83		0.00%	\$ -
ACCESSORIES	30411-61	Beam	ExtremePDHB	Beam PotsDOCK 9575 Bundle	\$ 1,375.42	0.00%	\$ 1,375.42		0.00%	\$ -
ACCESSORIES	30411-62	Beam	ExtremePDVTB	Beam PotsDOCK 9575 Voice & Tracking Bundle	\$ 1,607.80	0.00%	\$ 1,607.80		0.00%	\$ -
ACCESSORIES	30411-63	Beam	ExtremeDD	Beam DriveDock 9575	\$ 943.83	0.00%	\$ 943.83		0.00%	\$ -
ACCESSORIES	30411-64	Beam	ExtremeDDHB	Beam DriveDock 9575 Bundle	\$ 1,228.41	0.00%	\$ 1,228.41		0.00%	\$ -
ACCESSORIES	30411-65	Beam	ExtremeDDVTB	Beam DriveDock 9575 Voice & Tracking Bundle	\$ 1,512.92	0.00%	\$ 1,512.92		0.00%	\$ -
Thuraya Equipment										
SAT PHONE	30510-1	Thuraya	6THURSG2520	Thuraya SG-2520 Satellite/GSM Phone	\$ 1,234.38	0.00%	\$ 1,234.38		0.00%	\$ -
SAT PHONE	30510-2	Thuraya	6THURSO2510	Thuraya SO-2510 Satellite phone	\$ 653.27	0.00%	\$ 653.27		0.00%	\$ -
SAT PHONE	30510-3	Thuraya	6THURAYAXT	Thuraya XT handheld phone	\$ 1,106.21	0.00%	\$ 1,106.21		0.00%	\$ -
SAT PHONE	30510-4	Thuraya	6THURAYAXTDUAL	Thuraya XT Dual Phone	\$ 1,221.93	0.00%	\$ 1,221.93		0.00%	\$ -
SAT PHONE	0	0	0	Thuraya Satellite Phone Accessories	\$ -	0.00%	\$ -		0.00%	\$ -

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ACCESSORIES	30511-1	Thuraya	6ACGEN2BAT	Thuraya SO-2510 and SG-2520 Battery	\$ 43.12	0.00%	\$ 43.12		0.00%	\$ -
ACCESSORIES	30511-2	Thuraya	6ACGEN2CARCHAR	Thuraya SO-2510 and SG-2520 Car Charger	\$ 43.12	0.00%	\$ 43.12		0.00%	\$ -
ACCESSORIES	30511-3	Thuraya	6ACGEN2TRVCHAR	Thuraya SO-2510 and SG-2520 Travel Charger	\$ 43.12	0.00%	\$ 43.12		0.00%	\$ -
ACCESSORIES	30511-4	Thuraya	6ACGEN2USBCABLE	Thuraya SO-2510 and SG-2520 USB Cable	\$ 64.71	0.00%	\$ 64.71		0.00%	\$ -
ACCESSORIES	30511-5	Thuraya	6ACGEN2SOLAR	Thuraya SO-2510 and SG-2520 Solar Charger	\$ 86.23	0.00%	\$ 86.23		0.00%	\$ -
ACCESSORIES	30511-6	Thuraya	6ACSATTRANSVDA1	Thuraya Sattrans VDA GEN	\$ 689.86	0.00%	\$ 689.86		0.00%	\$ -
ACCESSORIES	30511-7	Thuraya	6ACFDU3500	Thuraya Fixed Docking Unit FDU3500	\$ 697.08	0.00%	\$ 697.08		0.00%	\$ -
ACCESSORIES	30511-8	Thuraya	6ACSOHEADUTBAT	Thuraya SO-2510 Heavy Duty Battery	\$ 57.49	0.00%	\$ 57.49		0.00%	\$ -
ACCESSORIES	30511-9	Thuraya	6ACSGHEADUTBAT	Thuraya SG-2520 Heavy Duty Battery	\$ 57.49	0.00%	\$ 57.49		0.00%	\$ -
ACCESSORIES	30511-10	Thuraya	6ACSOLEATHERCSE	Thuraya SO-2510 Leather Case	\$ 17.23	0.00%	\$ 17.23		0.00%	\$ -
ACCESSORIES	30511-11	Thuraya	6ACSGLEATHERCSE	Thuraya SG-2520 Leather Case	\$ 17.23	0.00%	\$ 17.23		0.00%	\$ -
ACCESSORIES	30511-12	Thuraya	6ACXTCARCHARGER	Thuraya XT Car Charger	\$ 43.12	0.00%	\$ 43.12		0.00%	\$ -
ACCESSORIES	30511-13	Thuraya	6ACXTTRAVCHARGE	Thuraya XT Travel Charger	\$ 43.12	0.00%	\$ 43.12		0.00%	\$ -
ACCESSORIES	30511-14	Thuraya	6ACXTBATTERY	Thuraya XT Spare Battery	\$ 57.49	0.00%	\$ 57.49		0.00%	\$ -
ACCESSORIES	30511-15	Thuraya	6ACXTUSBCABLE	Thuraya XT USB Cable	\$ 35.96	0.00%	\$ 35.96		0.00%	\$ -
ACCESSORIES	30511-16	Thuraya	6ACXTDUALBATTERY	Thuraya XT Dual Spare Battery	\$ 47.41	0.00%	\$ 47.41		0.00%	\$ -
SIM CARD	30511-17	Thuraya	6CRDSIMREGULAR1	Thuraya Post Paid SIM Card	\$ -	0.00%	\$ -		0.00%	\$ -
SIM CARD	30511-18	Thuraya	6CRDTHURIP	Thuraya IP Postpaid SIM Card	\$ -	0.00%	\$ -		0.00%	\$ -
PREPAID SCRATCH CARD	30511-20	Thuraya	6DIGSCRATCH10MIN	Thuraya Scratch: 20 Units	\$ 23.64	0.00%	\$ 23.64		0.00%	\$ -
PREPAID SCRATCH CARD	30511-21	Thuraya	6DIGSCRATCH20MIN	Thuraya Scratch: 50 Units	\$ 58.79	0.00%	\$ 58.79		0.00%	\$ -
PREPAID SCRATCH CARD	30511-22	Thuraya	6DIGSCRATCHLARG	Thuraya Scratch: 160 Units	\$ 186.65	0.00%	\$ 186.65		0.00%	\$ -
PREPAID SCRATCH CARD	30511-23	Thuraya	6DIGSCRATCH50MIN	Thuraya Scratch: 500 Units	\$ 572.39	0.00%	\$ 572.39		0.00%	\$ -
PREPAID SCRATCH CARD	30511-24	Thuraya	6DIGSCRATCHMEDI	Thuraya Scratch: 1000 Units	\$ 1,126.12	0.00%	\$ 1,126.12		0.00%	\$ -
PREPAID SCRATCH CARD	30511-25	Thuraya	6DIGSCRATCHLARG	Thuraya Scratch: 2500 Units	\$ 2,768.64	0.00%	\$ 2,768.64		0.00%	\$ -
SAT PHONE/Accessories	0	0	0	Thuraya IP Modem Equipment	\$ -	0.00%	\$ -		0.00%	\$ -
SAT PHONE	30520-1	Thuraya	6THURIPMODEM	Thuraya IP Modem	\$ 2,873.16	0.00%	\$ 2,873.16		0.00%	\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
ACCESSORIES	30521-1	Thuraya	6ACTHUIPBATPACK	ThurayaIP Battery Pack	\$ 215.58	0.00%	\$ 215.58		0.00%	\$ -
ACCESSORIES	30521-2	Thuraya	CTHUIPCARCHARGE	ThurayaIP Car Charger	\$ 107.82	0.00%	\$ 107.82		0.00%	\$ -
ACCESSORIES	30521-3	Thuraya	CTHUIPTRAVELADA	ThurayaIP Travel Adapter	\$ 50.33	0.00%	\$ 50.33		0.00%	\$ -
ACCESSORIES	30521-4	Thuraya	THUIPTRAVELCHARGE	ThurayaIP Travel Charger	\$ 107.82	0.00%	\$ 107.82		0.00%	\$ -
ACCESSORIES	30521-5	Thuraya	6ANTHUIPD220	ThurayaIP vehicular antenna (D220, spacecom)	\$ 3,578.64	0.00%	\$ 3,578.64		0.00%	\$ -
ACCESSORIES	30521-6	Thuraya	6ANTHUIPDS1426	ThurayaIP External Antenna 1426, Fixed Application	\$ 1,437.20	0.00%	\$ 1,437.20		0.00%	\$ -
ACCESSORIES	30521-7	Thuraya	6ANTHUIPDS1535	ThurayaIP External Antenna 1535, Portable Application	\$ 1,149.76	0.00%	\$ 1,149.76		0.00%	\$ -
ACCESSORIES	30521-8	SCAN	6ANTHUIPCAN62100	SCAN Active Portable Antenna for ThurayaIP	\$ 2,445.11	0.00%	\$ 2,445.11		0.00%	\$ -
ACCESSORIES	30521-9	SCAN	6ANTHUIPCAN60100	SCAN Passive Antenna - Omnidirectional, dualband	\$ 293.66	0.00%	\$ 293.66		0.00%	\$ -
ACCESSORIES	30521-10	SCAN	6ANTHUIPCAN60700	SCAN Passive Thuraya Antenna - Omnidirectional, for metal roof	\$ 293.66	0.00%	\$ 293.66		0.00%	\$ -
ACCESSORIES	30521-11	SCAN	6BLTHUIPCAN150	SCAN 10m Cable Kit (only with 62-100)	\$ 90.53	0.00%	\$ 90.53		0.00%	\$ -
ACCESSORIES	30521-12	SCAN	6BLTHUIPCAN150	SCAN 15m Cable Kit (only with 62-100)	\$ 162.95	0.00%	\$ 162.95		0.00%	\$ -
ACCESSORIES	30521-13	SCAN	6BLTHUIPCAN150	SCAN 30m Cable Kit (only with 62-100)	\$ 432.59	0.00%	\$ 432.59		0.00%	\$ -
ACCESSORIES	30521-14	SCAN	CFDRTHUIPCAN155	SCAN DC feeder including adapter cable	\$ 72.42	0.00%	\$ 72.42		0.00%	\$ -
ACCESSORIES	30521-15	SCAN	6ACTHUIPCANFDU	SCAN DC Feeder Thuraya FDU (req for 60 100)	\$ 53.69	0.00%	\$ 53.69		0.00%	\$ -
ACCESSORIES	30521-16	SCAN	6ACTHUIPCANDSL	SCAN DC Feeder Thuraya DSL-Kit (req for 60 100)	\$ 72.42	0.00%	\$ 72.42		0.00%	\$ -
ACCESSORIES	30521-17	SCAN	6ACTHUIPCANDOC	SCAN DC Feeder Thuraya Sat-Docker (req for 60 100)	\$ 53.69	0.00%	\$ 53.69		0.00%	\$ -
ACCESSORIES	30521-18	SCAN	6ACTHUIPCANMOUN	SCAN Low HD Mount (brass, chrome paged)(for 60 100)	\$ 40.69	0.00%	\$ 40.69		0.00%	\$ -
ACCESSORIES	30521-19	SCAN	6ACTHUIPCANTUBE	SCAN 1' Adaptor tube (required for 16 126)	\$ 22.65	0.00%	\$ 22.65		0.00%	\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
ACCESSORIES	30521-20	SCAN	CTHUIPSCANPOLEB	SCAN Pole Bracket, stainless stell 25-50mm (for 60 600 and 60 700)	\$ 28.18	0.00%	\$ 28.18		0.00%	\$ -
ACCESSORIES	30521-21	SCAN	ACTHUIPSCANCABL	SCAN SAT Cable N9M),N(m), 12 m, LMR400 type + GPS cable TNC (m)/2m, LMR240 type	\$ 105.33	0.00%	\$ 105.33		0.00%	\$ -
ACCESSORIES	30521-22	Thuraya	6THURIPXTBUNDLE	Thuraya IP + Thuraya XT	\$ 3,419.43	0.00%	\$ 3,419.43		0.00%	\$ -
ACCESSORIES	30521-23	Thuraya	THURIPXTFIXEDBNDL	Thuraya IP + Thuraya XT + EA 1535 (fixed) antenna for thuraya IP	\$ 4,311.61	0.00%	\$ 4,311.61		0.00%	\$ -
ACCESSORIES	30521-24	Thuraya	THURIPXTPORTBNDL	Thuraya IP + Thuraya XT + EA 1426 (portable) antenna for thuraya IP	\$ 4,518.17	0.00%	\$ 4,518.17		0.00%	\$ -
ACCESSORIES	30521-25	Thuraya	THURIPXTVEHCBDL	Thuraya IP + Thuraya XT + Spacecom vehicular antenna for thuraya IP	\$ 6,461.82	0.00%	\$ 6,461.82		0.00%	\$ -
ACCESSORIES	30521-26	Thuraya	6THURIPSCANBNDL	Thuraya IP + SCAN Active Portable Antenna	\$ 5,317.03	0.00%	\$ 5,317.03		0.00%	\$ -
ACCESSORIES	30521-27	Thuraya	THURIPSCANXTBNDL	Thuraya IP + SCAN Active Portable Antenna + Thuraya XT	\$ 5,460.13	0.00%	\$ 5,460.13		0.00%	\$ -
ACCESSORIES	30521-28	Thuraya	THURIPSCANSGBNDL	Thuraya IP + SCAN Active Portable Antenna + Thuraya SG2520	\$ 6,551.41	0.00%	\$ 6,551.41		0.00%	\$ -
SkyMAX VSAT Equipment							\$ -			\$ -
VSAT Modem	30030-1	iDirect	X1_ODU_Ku3w	Evolution X1 OutDoor Modem with KuBand Bundle including 3Watt BUC and LNB PLL type	\$ 2,273.30		\$ 2,273.30			\$ -
VSAT Modem	30030-2	iDirect	X1_ODU	Evolution X1 OutDoor Modem	\$ 1,971.79		\$ 1,971.79			\$ -
VSAT Modem	30030-3	iDirect	X1_ODU_Ku3w	Evolution X1 InDoor Modem with KuBand Bundle including 3Watt BUC and LNB PLL type	\$ 971.54		\$ 971.54			\$ -
VSAT Modem	30030-4	iDirect	X1	Evolution X1 Indoor Modem	\$ 670.03		\$ 670.03			\$ -
VSAT Modem	30030-5	iDirect	X3	Evolution X3 Modem	\$ 1,242.42		\$ 1,242.42			\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
VSAT Modem	30030-6	iDirect	X5	Evolution X5 Modem	\$ 1,909.57		\$ 1,909.57			\$ -
VSAT Modem	30030-7	iDirect	X5AES	Evolution X5 Modem with AES	\$ 2,120.15		\$ 2,120.15			\$ -
VSAT Modem	30030-8	iDirect	X5AES_SS	Evolution X5 Modem with AES and SS	\$ 4,986.90		\$ 4,986.90			\$ -
VSAT Modem	30030-9	iDirect	X_AES	AES Encryption License for X3,X5	\$ 210.58		\$ 210.58			\$ -
VSAT Modem	30030-10	iDirect	X_SS	X5 Spread Spectrum License	\$ 2,866.75		\$ 2,866.75			\$ -

Commonwealth of Virginia Satellite Phone, Radio, PTT, BGAN Products and Services

IFB 2015-11 - Exhibit A - Pricing

Services Price List

Supplier Name:	Knight Sky LLC			please populate all blue shaded regions	
Submitted By:	Adriann Culp	email:	adriann.culp@knight-sky.com	phone:	240-252-1962
Index Price List Source			Effective Date		
Knight Sky LLC GSA Price List - GSA Schedule 70 Contract # GS-35F-0016V			November 1, 2008 – October 31, 2018		
URL			frequency		
https://www.gsaadvantage.gov/ref_text/GS35F0016V/GS35F0016V_online.htm			As Required		

Comprehensive Services Catalog/Price List

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Product Description Fields		Pricing Description	Government Pricing			Academic Pricing		
			Manufacturer Product Number	Product Description		Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
Services	132-55-2001	Inmarsat		BGAN Standard/Anytime Plan - Activation Charge Per SIM	One-time Charge	\$ 44.33	0%	\$ 44.33			\$ -
Services	132-55-2002	Inmarsat		BGAN Standard Plan - Monthly Charge Allowance of \$12.50/month with an implied 2.5MB Volume	Monthly Charge per phone	\$ 48.76	0%	\$ 48.76			\$ -
Services	132-55-2003	Inmarsat		BGAN Anytime Plan Allowance 15 MB/month Minimum Term 12 Months 15 MB/month minimum invoiced monthly; no roll over	Monthly Charge per phone	\$ 100.60	0%	\$ 100.60			\$ -
Services	132-55-2004	Inmarsat		BGAN Usage - Background IP	Per MB	\$ 6.71	0%	\$ 6.71			\$ -
Services	132-55-2005	Inmarsat		BGAN Usage - Voice to Fixed	Per Minute	\$ 0.98	0%	\$ 0.98			\$ -
Services	132-55-2006	Inmarsat		BGAN Usage - Voice to Cellular	Per Minute	\$ 1.11	0%	\$ 1.11			\$ -
Services	132-55-2007	Inmarsat		BGAN Usage - Voice to BG/FB/SB/GSPS	Per Minute	\$ 0.82	0%	\$ 0.82			\$ -
Services	132-55-2008	Inmarsat		BGAN Usage - Voicemail	Per Minute	\$ 0.86	0%	\$ 0.86			\$ -
Services	132-55-2009	Inmarsat		BGAN Usage - ISDN HSD & Fax 3.1 kHz Audio	Per Minute	\$ 5.71	0%	\$ 5.71			\$ -
Services	132-55-2010	Inmarsat		BGAN Usage - Streaming IP 32 kbps	Per Minute	\$ 3.10	0%	\$ 3.10			\$ -
Services	132-55-2011	Inmarsat		BGAN Usage - Streaming IP 64 kbps	Per Minute	\$ 5.71	0%	\$ 5.71			\$ -
Services	132-55-2012	Inmarsat		BGAN Usage - Streaming IP 128 kbps	Per Minute	\$ 9.94	0%	\$ 9.94			\$ -
Services	132-55-2013	Inmarsat		BGAN Usage - Streaming IP 176 kbps	Per Minute	\$ 14.12	0%	\$ 14.12			\$ -
Services	132-55-2014	Inmarsat		BGAN Usage - Streaming IP 256 kbps	Per Minute	\$ 17.41	0%	\$ 17.41			\$ -
Services	132-55-2015	Inmarsat		BGAN Usage - Streaming IP X-stream	Per Minute	\$ 24.20	0%	\$ 24.20			\$ -
Services	132-55-2016	Inmarsat		BGAN Usage - SMS outgoing	Per SMS	\$ 0.40	0%	\$ 0.40			\$ -
Services	132-55-2017	Inmarsat		BGAN - Fixed IP Address	Per Address	\$ 23.64	0%	\$ 23.64			\$ -
Services	132-55-2101	Inmarsat		IsatPhone Pro, Pro30Plan, Activation Fee, Month	Per Month	\$ -	0%	\$ -			\$ -
Services	132-55-2102	Inmarsat		IsatPhone Pro, Pro30Plan, Subscription Fee, Month	Per Month	\$ 55.53	0%	\$ 55.53			\$ -
Services	132-55-2103	Inmarsat		IsatPhone Pro, Pro30Plan, Subscription Fee, Quarter	Per Quarter	\$ 166.60	0%	\$ 166.60			\$ -
Services	132-55-2104	Inmarsat		IsatPhone Pro, Pro30Plan, Subscription Fee, Year	Per Year	\$ 666.41	0%	\$ 666.41			\$ -
Services	132-55-2105	Inmarsat		IsatPhone Pro, Pro30Plan, Voice to Fixed, Out-of-Bundle	Per Minute	\$ 0.97	0%	\$ 0.97			\$ -
Services	132-55-2106	Inmarsat		IsatPhone Pro, Pro30Plan, Voice to Cellular, Out-of-Bundle	Per Minute	\$ 1.17	0%	\$ 1.17			\$ -
Services	132-55-2107	Inmarsat		IsatPhone Pro, Pro30Plan, Voice to Voicemail, Out-of-Bundle	Per Minute	\$ 0.97	0%	\$ 0.97			\$ -
Services	132-55-2108	Inmarsat		IsatPhone Pro, Pro30Plan, Voice to BG/FB/SB, Out-of-Bundle	Per Minute	\$ 0.97	0%	\$ 0.97			\$ -
Services	132-55-2109	Inmarsat		IsatPhone Pro, Pro30Plan, Voice to GSPS, Out-of-Bundle	Per Minute	\$ 1.27	0%	\$ 1.27			\$ -
Services	132-55-2110	Inmarsat		IsatPhone Pro, Pro30Plan, SMS, Out-of-Bundle	Per SMS	\$ 0.50	0%	\$ 0.50			\$ -
Services	132-55-2111	Inmarsat		IsatPhone Pro, Pro30Plan, Voice to Iridium, Out-of-Bundle	Per Minute	\$ 10.95	0%	\$ 10.95			\$ -
Services	132-55-2112	Inmarsat		IsatPhone Pro, Pro60Plan, Activation Fee, Month	Per Month	\$ -	0%	\$ -			\$ -
Services	132-55-2113	Inmarsat		IsatPhone Pro, Pro60Plan, Subscription Fee, Month	Per Month	\$ 69.68	0%	\$ 69.68			\$ -

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Services	132-55-2114	Inmarsat		IsatPhone Pro, Pro60Plan, Subscription Fee, Quarter	Per Quarter	\$ 209.05	0%	\$ 209.05			\$ -
Services	132-55-2115	Inmarsat		IsatPhone Pro, Pro60Plan, Subscription Fee, Year	Per Year	\$ 836.19	0%	\$ 836.19			\$ -
Services	132-55-2116	Inmarsat		IsatPhone Pro, Pro60Plan, Voice to Fixed, Out-of-Bundle	Per Minute	\$ 0.91	0%	\$ 0.91			\$ -
Services	132-55-2117	Inmarsat		IsatPhone Pro, Pro60Plan, Voice to Cellular, Out-of-Bundle	Per Minute	\$ 1.12	0%	\$ 1.12			\$ -
Services	132-55-2118	Inmarsat		IsatPhone Pro, Pro60Plan, Voice to Voicemail, Out-of-Bundle	Per Minute	\$ 0.91	0%	\$ 0.91			\$ -
Services	132-55-2119	Inmarsat		IsatPhone Pro, Pro60Plan, Voice to BG/FB/SB, Out-of-Bundle	Per Minute	\$ 0.91	0%	\$ 0.91			\$ -
Services	132-55-2120	Inmarsat		IsatPhone Pro, Pro60Plan, Voice to GSPS, Out-of-Bundle	Per Minute	\$ 1.32	0%	\$ 1.32			\$ -
Services	132-55-2121	Inmarsat		IsatPhone Pro, Pro60Plan, SMS, Out-of-Bundle	Per SMS	\$ 0.50	0%	\$ 0.50			\$ -
Services	132-55-2122	Inmarsat		IsatPhone Pro, Pro60Plan, Voice to Iridium, Out-of-Bundle	Per Minute	\$ 10.95	0%	\$ 10.95			\$ -
Services	132-55-2123	Inmarsat		IsatPhone Pro, Standard Plan, Activation Fee, Month	Per Month	\$ -	0%	\$ -			\$ -
Services	132-55-2124	Inmarsat		IsatPhone Pro, Standard Plan Subscription Fee, Month	Per Month	\$ 44.80	0%	\$ 44.80			\$ -
Services	132-55-2125	Inmarsat		IsatPhone Pro, Standard Plan Subscription Fee, Quarter	Per Quarter	\$ -	0%	\$ -			\$ -
Services	132-55-2126	Inmarsat		IsatPhone Pro, Standard Plan Subscription Fee, Year	Per Year	\$ -	0%	\$ -			\$ -
Services	132-55-2127	Inmarsat		IsatPhone Pro, Standard Plan Voice to Fixed, Out-of-Bundle	Per Minute	\$ 1.00	0%	\$ 1.00			\$ -
Services	132-55-2128	Inmarsat		IsatPhone Pro, Standard Plan Voice to Cellular, Out-of-Bundle	Per Minute	\$ 1.19	0%	\$ 1.19			\$ -
Services	132-55-2129	Inmarsat		IsatPhone Pro, Standard Plan Voice to Voicemail, Out-of-Bundle	Per Minute	\$ 1.00	0%	\$ 1.00			\$ -
Services	132-55-2130	Inmarsat		IsatPhone Pro, Standard Plan Voice to BG/FB/SB, Out-of-Bundle	Per Minute	\$ 1.00	0%	\$ 1.00			\$ -
Services	132-55-2131	Inmarsat		IsatPhone Pro, Standard Plan Voice to GSPS, Out-of-Bundle	Per Minute	\$ 1.29	0%	\$ 1.29			\$ -
Services	132-55-2132	Inmarsat		IsatPhone Pro, Standard Plan SMS, Out-of-Bundle	Per SMS	\$ 0.50	0%	\$ 0.50			\$ -
Services	132-55-2133	Inmarsat		IsatPhone Pro, Standard Plan Voice to Iridium, Out-of-Bundle	Per Minute	\$ 10.95	0%	\$ 10.95			\$ -
Iridium Standard Service (Post-Paid)						\$ -	0%	\$ -			\$ -
Services	132-55-2201	Iridium		Iridium Postpaid Standard Plan, Monthly Subscription	Per Month	\$ 47.91	0%	\$ 47.91			\$ -
Services	132-55-2202	Iridium		Iridium Postpaid Standard Plan, Fixed to Cellular	Per Minute	\$ 1.17	0%	\$ 1.17			\$ -
Services	132-55-2203	Iridium		Iridium Postpaid Standard Plan, Iridium Voice	Per Minute	\$ 0.62	0%	\$ 0.62			\$ -
Services	132-55-2204	Iridium		Iridium Postpaid Standard Plan, Iridium Data	Per Minute	\$ 1.17	0%	\$ 1.17			\$ -
Services	132-55-2205	Iridium		Iridium Postpaid Standard Plan, Rudics	Per Minute	\$ 1.17	0%	\$ 1.17			\$ -
Services	132-55-2206	Iridium		Iridium Postpaid Standard Plan, Other Satellite	Per Minute	\$ 10.23	0%	\$ 10.23			\$ -
Services	132-55-2207	Iridium		Iridium Postpaid Standard Plan, Voicemail	Per Minute	\$ 0.62	0%	\$ 0.62			\$ -
Services	132-55-2208	Iridium		Iridium Postpaid Standard Plan, PSTN 2 stage dialing to Iridium	Per Minute	\$ 1.49	0%	\$ 1.49			\$ -
Services	132-55-2209	Iridium		Iridium Postpaid Standard Plan, PSTN +1 access to Iridium	Per Minute	\$ 1.62	0%	\$ 1.62			\$ -
Services	132-55-2210	Iridium		Iridium Postpaid Standard Plan, SMS Mobile originate	Per SMS	\$ 0.41	0%	\$ 0.41			\$ -
Services	132-55-2211	Iridium		Iridium Postpaid Standard Plan, Activation Fee	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2212	Iridium		Iridium Postpaid Standard Plan, +1 access monthly subscrip fee	Per Month	\$ 9.33	0%	\$ 9.33			\$ -
Services	132-55-2213	Iridium		Iridium Postpaid Standard Plan, SIM Card	Per Month	\$ 11.20	0%	\$ 11.20			\$ -
Services	132-55-2214	Iridium		Iridium SIM Swap Fee	Per Card	\$ 124.43	0%	\$ 124.43			\$ -
Services	132-55-2215	Iridium		Iridium SIM Reactivation Fee	Per Card	\$ 311.08	0%	\$ 311.08			\$ -
Services	132-55-2216	Iridium		Iridium Voucher Removal after 72 hour grace period	Per Card	\$ 124.43	0%	\$ 124.43			\$ -
Iridium Post-Paid Short Burst Data (SBD) Service						\$ -	0%	\$ -			\$ -
Services	132-55-2301	Iridium		Iridium Short Burst Data (SBD) 0, Activation Fee	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2302	Iridium		Iridium Short Burst Data (SBD) 0, Monthly Fee	Per Month	\$ 17.36	0%	\$ 17.36			\$ -
Services	132-55-2303	Iridium		Iridium Short Burst Data (SBD) 0, User Payload Price (per 1000 bytes)	Per kB (1000 bytes)	\$ 1.19	0%	\$ 1.19			\$ -
Services	132-55-2304	Iridium		Iridium Short Burst Data (SBD) 0, Mailbox Check (not queued) & Registration	per Check	\$ 0.04	0%	\$ 0.04			\$ -

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Services	132-55-2310	Iridium		Iridium Short Burst Data (SBD) 0, Mailbox Check (queued)	Per Check	\$ -	0%	\$ -			\$ -
Services	132-55-2311	Iridium		Iridium Short Burst Data (SBD) 12, Activation Fee	Per Activation	\$ 47.28	0%	\$ 47.28			\$ -
Services	132-55-2312	Iridium		Iridium Short Burst Data (SBD) 12, Monthly Fee	Per Month	\$ 22.40	0%	\$ 22.40			\$ -
Services	132-55-2313	Iridium		Iridium Short Burst Data (SBD) 12, User Payload Price (per 1000 bytes)	Per kB (1000 bytes)	\$ 1.19	0%	\$ 1.19			\$ -
Services	132-55-2314	Iridium		Iridium Short Burst Data (SBD) 12, Mailbox Check (not queued) & Registration	per Check	\$ 0.04	0%	\$ 0.04			\$ -
Services	132-55-2315	Iridium		Iridium Short Burst Data (SBD) 12, Mailbox Check (queued)	per Check	\$ -	0%	\$ -			\$ -
Services	132-55-2320	Iridium		Iridium, Prepaid - no validity, 50 minutes only	Per Voucher	\$ 58.48	0%	\$ 58.48			\$ -
Services	132-55-2321	Iridium		Iridium, Prepaid - validity: 1 month, 4500 units / 75 minutes	Per Voucher	\$ 130.59	0%	\$ 130.59			\$ -
Services	132-55-2322	Iridium		Iridium, Prepaid - validity: 6 months, 12000 units / 200 minutes	Per Voucher	\$ 479.07	0%	\$ 479.07			\$ -
Services	132-55-2323	Iridium		Iridium, Prepaid - validity: 12 months, 30000 units / 500 minutes	Per Voucher	\$ 696.83	0%	\$ 696.83			\$ -
Thuraya Standard Post-Paid Services						\$ -	0%	\$ -			\$ -
Services	132-55-2401	Thuraya		Thuraya Activation Fee	Per Activation	\$ 49.77	0%	\$ 49.77			\$ -
Services	132-55-2402	Thuraya		Thuraya Monthly fee voice service only	Per Month	\$ 31.11	0%	\$ 31.11			\$ -
Services	132-55-2403	Thuraya		Thuraya Monthly fee voice & data or voice & fax	Per Month	\$ 37.33	0%	\$ 37.33			\$ -
Services	132-55-2404	Thuraya		Thuraya Monthly Fee voice, data & fax	Per Month	\$ 43.55	0%	\$ 43.55			\$ -
Services	132-55-2405	Thuraya		Thuraya SIM card replacement charge	Per Card	\$ 22.40	0%	\$ 22.40			\$ -
Services	132-55-2406	Thuraya		Thuraya Change of Telephone Number	Per Change	\$ 31.11	0%	\$ 31.11			\$ -
Services	132-55-2407	Thuraya		Thuraya Change of account ownership	Per Change	\$ 31.11	0%	\$ 31.11			\$ -
Services	132-55-2408	Thuraya		Thuraya (Free) Supplementary Services, Call forwarding	Per Event	\$ -	0%	\$ -			\$ -
Services	132-55-2409	Thuraya		Thuraya (Free) Supplementary Services, Call waiting & hold	Per Event	\$ -	0%	\$ -			\$ -
Services	132-55-2410	Thuraya		Thuraya (Free) Supplementary Services, Conference Calling	Per Event	\$ -	0%	\$ -			\$ -
Services	132-55-2411	Thuraya		Thuraya (Free) Supplementary Services, Calling Line ID Presentation (CLIP)	Per Event	\$ -	0%	\$ -			\$ -
Services	132-55-2412	Thuraya		Thuraya (Free) Supplementary Services, Voice Mail	Per Minute	\$ -	0%	\$ -			\$ -
Services	132-55-2413	Thuraya		Thuraya (Free) Supplementary Services, Customer Controlled Barring	Per Event	\$ -	0%	\$ -			\$ -
Services	132-55-2414	Thuraya		Thuray Closed User Group (CUG)	Per Month & Per Number	\$ 3.73	0%	\$ 3.73			\$ -
Services	132-55-2415	Thuraya		Thuraya Minute rate on-net (voice, data & fax); Thuraya to Thuraya	Per Minute	\$ 1.11	0%	\$ 1.11			\$ -
Services	132-55-2416	Thuraya		Thuraya Minute rate off-net (voice, data & fax); Thuraya to Band 1	Per Minute	\$ 1.67	0%	\$ 1.67			\$ -
Services	132-55-2417	Thuraya		Thuraya Minute rate off-net (voice, data & fax); Thuraya to Band 2	Per Minute	\$ 5.59	0%	\$ 5.59			\$ -
Services	132-55-2418	Thuraya		Thuraya Minute rate on-net (voice, data & fax); Thuraya "Catch All"	Per Minute	\$ 8.96	0%	\$ 8.96			\$ -
Services	132-55-2419	Thuraya		Thuraya Roaming onto GSM Networks, receiving calls in GSM mode surcharge	Per Minute	\$ 0.62	0%	\$ 0.62			\$ -
Services	132-55-2420	Thuraya		Thuraya SMS outgoing message	Per SMS	\$ 0.55	0%	\$ 0.55			\$ -
Services	132-55-2421	Thuraya		Thuraya GSM outbound roaming surcharge (added to roaming rate)	Per Minute	\$ -	0%	\$ -			\$ -
ThurayaIP Post-Paid Services											
Services	132-55-2501	Thuraya		Thuraya Postpaid Standard IP, Entry Activation Fee	Per Activation	\$ 38.89	0%	\$ 38.89			\$ -
Services	132-55-2502	Thuraya		Thuraya Postpaid Standard IP, Entry Monthly Fee	Per Month	\$ -	0%	\$ -			\$ -
Services	132-55-2503	Thuraya		Thuraya Postpaid Standard IP, Entry Additional/MB	Per MB	\$ 5.60	0%	\$ 5.60			\$ -
Services	132-55-2504	Thuraya		Thuraya Postpaid Standard IP, Entry Usage Allowance/FUP	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2505	Thuraya		Thuraya Postpaid Standard IP, Access Activation Fee	Per Activation	\$ 38.89	0%	\$ 38.89			\$ -
Services	132-55-2506	Thuraya		Thuraya Postpaid Standard IP, Access Monthly Fee	Per Month	\$ 35.84	0%	\$ 35.84			\$ -
Services	132-55-2507	Thuraya		Thuraya Postpaid Standard IP, Access Additional/MB	Per MB	\$ 3.58	0%	\$ 3.58			\$ -
Services	132-55-2508	Thuraya		Thuraya Postpaid Standard IP, Access Usage Allowance/FUP	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2509	Thuraya		Thuraya Postpaid Standard IP, Value Activation Fee	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2510	Thuraya		Thuraya Postpaid Standard IP, Value Monthly Fee	Per Month	\$ 403.16	0%	\$ 403.16			\$ -
Services	132-55-2511	Thuraya		Thuraya Postpaid Standard IP, Value Additional/MB	Per MB	\$ 2.69	0%	\$ 2.69			\$ -

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Services	132-55-2512	Thuraya		Thuraya Postpaid Standard IP, Value Usage Allowance/FUP	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2513	Thuraya		Thuraya Postpaid Standard IP, Unlimited 144 Activation Fee	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2514	Thuraya		Thuraya Postpaid Standard IP, Unlimited 144 Monthly Fee	Per Month	\$ 2,613.10	0%	\$ 2,613.10			\$ -
Services	132-55-2515	Thuraya		Thuraya Postpaid Standard IP, Unlimited 144 Additional/MB	Per MB	\$ -	0%	\$ -			\$ -
Services	132-55-2516	Thuraya		Thuraya Postpaid Standard IP, Unlimited 144 Usage Allowance/FUP	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2517	Thuraya		Thuraya Postpaid Standard IP, Unlimited 444 Activation Fee	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2518	Thuraya		Thuraya Postpaid Standard IP, Unlimited 444 Monthly Fee	Per Month	\$ 3,710.60	0%	\$ 3,710.60			\$ -
Services	132-55-2519	Thuraya		Thuraya Postpaid Standard IP, Unlimited 444 Additional/MB	Per MB	\$ -	0%	\$ -			\$ -
Services	132-55-2520	Thuraya		Thuraya Postpaid Standard IP, Unlimited 444 Usage Allowance/FUP	Per Activation	\$ -	0%	\$ -			\$ -
Services	132-55-2521	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 16k/16k	Per Minute	\$ 1.64	0%	\$ 1.64			\$ -
Services	132-55-2522	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 16k/32k	Per Minute	\$ 2.23	0%	\$ 2.23			\$ -
Services	132-55-2523	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 16k/64k	Per Minute	\$ 3.43	0%	\$ 3.43			\$ -
Services	132-55-2524	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 16k/128k	Per Minute	\$ 5.29	0%	\$ 5.29			\$ -
Services	132-55-2525	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 16k/256k	Per Minute	\$ 8.45	0%	\$ 8.45			\$ -
Services	132-55-2526	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 16k/384k	Per Minute	\$ 11.49	0%	\$ 11.49			\$ -
Services	132-55-2527	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 32k/16k	Per Minute	\$ 2.23	0%	\$ 2.23			\$ -
Services	132-55-2528	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 32k/32k	Per Minute	\$ 2.34	0%	\$ 2.34			\$ -
Services	132-55-2529	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 32k/64k	Per Minute	\$ 3.82	0%	\$ 3.82			\$ -
Services	132-55-2530	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 32k/128k	Per Minute	\$ 5.69	0%	\$ 5.69			\$ -
Services	132-55-2531	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 32k/256k	Per Minute	\$ 8.83	0%	\$ 8.83			\$ -
Services	132-55-2532	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 32k/384k	Per Minute	\$ 11.87	0%	\$ 11.87			\$ -
Services	132-55-2533	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 64k/16k	Per Minute	\$ 3.43	0%	\$ 3.43			\$ -
Services	132-55-2534	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 64k/32k	Per Minute	\$ 3.82	0%	\$ 3.82			\$ -
Services	132-55-2535	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 64k/64k	Per Minute	\$ 4.48	0%	\$ 4.48			\$ -
Services	132-55-2536	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 64k/128k	Per Minute	\$ 6.88	0%	\$ 6.88			\$ -
Services	132-55-2537	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 64k/256k	Per Minute	\$ 10.05	0%	\$ 10.05			\$ -
Services	132-55-2538	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 64k/384k	Per Minute	\$ 13.07	0%	\$ 13.07			\$ -
Services	132-55-2539	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 128k/16k	Per Minute	\$ 5.29	0%	\$ 5.29			\$ -
Services	132-55-2540	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 128k/32k	Per Minute	\$ 5.69	0%	\$ 5.69			\$ -

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Services	132-55-2541	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 128k/64k	Per Minute	\$ 6.88	0%	\$ 6.88			\$ -
Services	132-55-2542	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 128k/128k	Per Minute	\$ 7.81	0%	\$ 7.81			\$ -
Services	132-55-2543	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 128k/256k	Per Minute	\$ 11.90	0%	\$ 11.90			\$ -
Services	132-55-2544	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 128k/384k	Per Minute	\$ 14.93	0%	\$ 14.93			\$ -
Services	132-55-2545	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 256k/16k	Per Minute	\$ 8.45	0%	\$ 8.45			\$ -
Services	132-55-2546	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 256k/32k	Per Minute	\$ 8.83	0%	\$ 8.83			\$ -
Services	132-55-2547	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 256k/64k	Per Minute	\$ 10.05	0%	\$ 10.05			\$ -
Services	132-55-2548	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 256k/128k	Per Minute	\$ 11.90	0%	\$ 11.90			\$ -
Services	132-55-2549	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 256k/256k	Per Minute	\$ 13.45	0%	\$ 13.45			\$ -
Services	132-55-2550	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 256k/384k	Per Minute	\$ 18.09	0%	\$ 18.09			\$ -
Services	132-55-2551	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 384k/16k	Per Minute	\$ 11.49	0%	\$ 11.49			\$ -
Services	132-55-2552	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 384k/32k	Per Minute	\$ 11.87	0%	\$ 11.87			\$ -
Services	132-55-2553	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 384k/64k	Per Minute	\$ 13.07	0%	\$ 13.07			\$ -
Services	132-55-2554	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 384k/128k	Per Minute	\$ 14.93	0%	\$ 14.93			\$ -
Services	132-55-2555	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 384k/256k	Per Minute	\$ 18.09	0%	\$ 18.09			\$ -
Services	132-55-2556	Thuraya		Thuraya Postpaid Standard IP / Streaming IP Additional/Min (Uplink/Downlink) 384k/384k	Per Minute	\$ 18.86	0%	\$ 18.86			\$ -
Services	132-55-2557	Thuraya		Thuraya New SIM Card	Per Card	\$ 46.66	0%	\$ 46.66			\$ -
Services	132-55-2558	Thuraya		Thuraya Static IP Address	Per Address	\$ 23.33	0%	\$ 23.33			\$ -
Services	132-55-2559	Thuraya		Thuraya Postpaid Service, Activation	Per Activation	\$ 23.33	0%	\$ 23.33			\$ -
Services	132-55-2560	Thuraya		Thuraya Postpaid Service, Monthly Service Charge	Per Month	\$ 22.17	0%	\$ 22.17			\$ -
Services	132-55-2561	Thuraya		Thuraya Postpaid Service, Usage - USSMC to USSMC handsets	Per Minute	\$ 0.97	0%	\$ 0.97			\$ -
Services	132-55-2562	Thuraya		Thuraya Postpaid Service, Usage -Band 1	Per Minute	\$ 1.64	0%	\$ 1.64			\$ -
Services	132-55-2563	Thuraya		Thuraya Postpaid Service, Usage - Band 2 (ie, Inmarsat A, B, M, Globalstar, Cuba)	Per Minute	\$ 6.35	0%	\$ 6.35			\$ -
SkyMAX Terminal Services											
Services	132-55-1101	Knight Sky		SkyMAX Ku Airtime Entry Service has an upstream peak speed of .5 MB per second and starts with a volume limit of 1 gigabyte per month. Shared network, best efforts bandwidth allocation.	Per Terminal/Year	\$ 2,250.00		\$ 2,250.00			\$ -
Services	132-55-1102	Knight Sky		SkyMAX Ku Airtime Basic Service has an upstream peak speed of 1.0 MB per second and starts with a volume limit of 3 gigabytes per month. Shared network, best efforts bandwidth allocation.	Per Terminal/Year	\$ 4,250.00		\$ 4,250.00			\$ -
Services	132-55-1103	Knight Sky		SkyMAX Ku Airtime Standard Service has an upstream peak speed of 2.0 MB per second and starts with a volume limit of 5 gigabytes per month. Shared network, best efforts bandwidth allocation.	Per Terminal/Year	\$ 5,550.00		\$ 5,550.00			\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Pricing Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
Services	132-55-1104	Knight Sky		SkyMAX Ku Fleet Option – To allow extra surge bandwidth capacity to be shared amongst and within a designated group of terminals, Knight Sky offers the SkyMAX Fleet Option which allows customers to share a monthly gigabyte pool across an entire fleet of terminals. This feature enables heavily used terminals to use the unused gigabytes of lightly used terminals in a given month.	Per Terminal/Year	\$ 200.00		\$ 200.00			\$ -
Services	132-55-1105	Knight Sky		Additional Gigabytes Allowance – To increase the initial gigabyte allowance across and within an annual contract, customers can purchase Additional Gigabytes Allowance on a per gigabyte basis.	Per 12GByte/Year	\$ 1,100.00		\$ 1,100.00			\$ -
Services	132-55-1111	Knight Sky		SkyMAX Airtime Entry Service has an upstream peak speed of .5 MB per second and starts with a volume limit of 1 gigabyte per month. Shared network, best efforts bandwidth allocation.	Per Terminal/Month	\$ 295.00		\$ 295.00			\$ -
Services	132-55-1112	Knight Sky		SkyMAX Airtime Basic Service has an upstream peak speed of 1.0 MB per second and starts with a volume limit of 3 gigabytes per month. Shared network, best efforts bandwidth allocation.	Per Terminal/Month	\$ 495.00		\$ 495.00			\$ -
Services	132-55-1113	Knight Sky		SkyMAX Airtime Standard Service has an upstream peak speed of 2.0 MB per second and starts with a volume limit of 5 gigabytes per month. Shared network, best efforts bandwidth allocation.	Per Terminal/Month	\$ 695.00		\$ 695.00			\$ -
Services	132-55-1114	Knight Sky		Additional Gigabytes Allowance –To increase the initial gigabyte allowance per month across and within a monthly contract customers can purchase Additional Gigabytes Allowance on a per gigabyte basis.	Per Terminal/Gbyte/Month	\$ 150.00		\$ 150.00			\$ -
Services	132-55-1151	Knight Sky		Prepaid Reserve Gigabytes – To accommodate unscheduled events, Knight Sky offers the ability to reserve gigabytes for use anytime over the course of an annual contract at a discounted rate. As monthly overage occurs, gigabytes will be subtracted from the annual reserve pool. Once the reserve pool is depleted, gigabytes in excess of the monthly allowance will be subject to the standard Overage Charge.	Per Gbyte/Year	\$ 150.00		\$ 150.00			\$ -
Services	132-55-1152	Knight Sky		Overage Charge – For customers who exceed their initial monthly gigabyte allowance and do not expand their gigabyte per month volume limit with any of the available options, an overage charge will be billed to the nearest one hundred megabytes.	Per Gbyte	\$ 225.00		\$ 225.00			\$ -
SkyMAX Enterprise Services - Annual Contract								\$ -			\$ -
Services	132-55-2101	Knight Sky		SkyMAX Airtime Bronze Service - 0.5 Mbps x 0.5 Mbps, unlimited Usage, Dedicated network, Annual Contract.	Per Month	\$ 8,250.00		\$ 8,250.00			\$ -
Services	132-55-1202	Knight Sky		SkyMAX Airtime Silver Service - 1.0 Mbps x 1.0 Mbps, unlimited Usage, Dedicated network, Annual Contract.	Per Month	\$ 15,250.00		\$ 15,250.00			\$ -
Services	132-55-1203	Knight Sky		SkyMAX Airtime Gold Service - 1.5 Mbps x 1.5 Mbps, unlimited Usage, Dedicated network, Annual Contract.	Per Month	\$ 22,500.00		\$ 22,500.00			\$ -
Services	132-55-1204	Knight Sky		SkyMAX Airtime Platinum Service - 2.0 Mbps x 2.0 Mbps, unlimited Usage, Dedicated network, Annual Contract.	Per Month	\$ 30,000.00		\$ 30,000.00			\$ -

Product Category	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Pricing Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
Services	132-55-1205	Knight Sky		Terminal Administration Fee – Customers pay a per terminal administration fee for each terminal they are using for SkyMAX Enterprise Services independent of the terminal type. This fee applies whether or not the customer has purchased a Fixed VSAT terminal from Knight Sky, or is using one of their own. This is a monthly fee which Knight Sky charges in order to keep the equipment configuration on file and to process monthly service reports.	Per Terminal/Month	\$ 135.00		\$ 135.00			\$ -
Services	132-55-1206	Knight Sky		SkyMAX Enterprise – Downlink – Knight Sky can provide a customized network configuration best suited to meet the customer's individual requirements. The specific Enterprise service price is calculated by the network's aggregate bandwidth as a total of downlink circuit in and uplink circuit size in Megabits per second (Mbps).	Per Mbps/Month	\$ 8,200.00		\$ 8,200.00			\$ -
Services	132-55-1207	Knight Sky		SkyMAX Enterprise – Uplink – Knight Sky can provide a customized network configuration best suited to meet the customer's individual requirements. The specific Enterprise service price is calculated by the network's aggregate bandwidth as a total of downlink circuit in and uplink circuit size in Megabits per second (Mbps).	Per Mbps/Month	\$ 8,200.00		\$ 8,200.00			\$ -
SkyMAX Enterprise Services - Ad Hoc Contract											
Services	132-55-1211	Knight Sky		SkyMAX Bronze (512 kbps x 512 kbps) – One Month	Per Month	\$ 8,800.00		\$ 8,800.00			\$ -
Services	132-55-1212	Knight Sky		SkyMAX Silver (1.0 x 1.0 Mbps) – One Month	Per Month	\$ 17,500.00		\$ 17,500.00			\$ -
Services	132-55-1213	Knight Sky		SkyMAX Gold (1.5 x 1.5 Mbps) – One Month	Per Month	\$ 26,000.00		\$ 26,000.00			\$ -
Services	132-55-1214	Knight Sky		SkyMAX Platinum (2.0 x 2.0 Mbps) – One Month	Per Month	\$ 34,000.00		\$ 34,000.00			\$ -
Services	132-55-1215	Knight Sky		SkyMAX Bronze (512 kbps x 512 kbps) – One Week	Per Month	\$ 2,450.00		\$ 2,450.00			\$ -
Services	132-55-1216	Knight Sky		SkyMAX Silver (1.0 x 1.0 Mbps) – One Week	Per Week	\$ 4,950.00		\$ 4,950.00			\$ -
Services	132-55-1217	Knight Sky		SkyMAX Gold (1.5 x 1.5 Mbps) – One Week	Per Week	\$ 7,250.00		\$ 7,250.00			\$ -
Services	132-55-1218	Knight Sky		SkyMAX Platinum (2.0 x 2.0 Mbps) – One Week	Per Week	\$ 9,800.00		\$ 9,800.00			\$ -
Services	132-55-1219	Knight Sky		SkyMAX Bronze (512 kbps x 512 kbps) – One Day	Per Day	\$ 600.00		\$ 600.00			\$ -
Services	132-55-1220	Knight Sky		SkyMAX Silver (1.0 x 1.0 Mbps) – One Day	Per Day	\$ 1,100.00		\$ 1,100.00			\$ -
Services	132-55-1221	Knight Sky		SkyMAX Gold (1.5 x 1.5 Mbps) – One Day	Per Day	\$ 1,750.00		\$ 1,750.00			\$ -
Services	132-55-1222	Knight Sky		SkyMAX Plat (2.0 x 2.0 Mbps) – One Day	Per Day	\$ 2,350.00		\$ 2,350.00			\$ -
Services	132-55-1223	Knight Sky		SkyMAX Downlink – Month	Per Month	\$ 8,400.00		\$ 8,400.00			\$ -
Services	132-55-1224	Knight Sky		SkyMAX Uplink – Month	Per Month	\$ 8,400.00		\$ 8,400.00			\$ -
SkyMAX One-Time Service Fees											
Services	132-55-1401	Knight Sky		SkyMAX Enterprise Outbound Carrier Activation (Dedicated)	Per Device (Carrier)	\$ 20,000.00		\$ 20,000.00			\$ -
Services	132-55-1402	Knight Sky		SkyMAX Enterprise Inbound Carrier Activation (Dedicated)	Per Device (Carrier)	\$ 20,000.00		\$ 20,000.00			\$ -
Services	132-55-1403	Knight Sky		Terminal Activation - Customers pay an initial per terminal activation fee when they sign up for SkyMAX Airtime Services. This charge covers the activation of the client's terminal.	Per Terminal	\$ 375.00		\$ 375.00			\$ -

**INFORMATION TECHNOLOGY HARDWARE AND MAINTENANCE CONTRACT
 RESULTING FROM IFB NUMBER 2015-11
 CONTRACTUAL TERMS AND CONDITIONS
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**INFORMATION TECHNOLOGY HARDWARE AND MAINTENANCE CONTRACT
RESULTING FROM IFB NUMBER 2015-11
CONTRACTUAL TERMS AND CONDITIONS**

THIS INFORMATION TECHNOLOGY Hardware and Maintenance 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 Supplier, to be effective as of the date set forth on the signature page of this Contract (“Contract Award Date” or “Effective Date”).

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall sell the Product identified in Pricing Exhibit A and referenced on the signature page of this Contract and to provide various Services to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable order, including completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

Except for telecommunications contracts, means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

D. 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 order, excluding Commonwealth-designated holidays.

E. 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.

F. Confidential Information

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

including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

G. Consumables

Toner, drums, fuser agent, developer, ink cartridges, maintenance kits, feeder rollers, transfer kits, waste toner boxes and cleaning kits and other products which may be needed for the operation of the Devices provided by the contractor on behalf of the Authorized User in order to fulfill the services.

H. Deliverable

The tangible embodiment of the work performed or Services, Maintenance Services, Licensed Services, Solution, Component, Software, plans, reports, data, Product, Supplier Product and Updates provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable r order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

I. Desktop Productivity Software (optional)

Commercial Off-The-Shelf software (COTS) general in nature, not broad enterprise applications, which can be purchased and used immediately "as is," without modification, in the same form in which it was sold in the commercial marketplace. Standard options are not considered modifications.

J. Documentation

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its Agents or Application Users to make productive use of the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, and to implement and develop self-sufficiency with regard to the Application, Software, Solution, Component, Product, Service, Licensed Services or Deliverable, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any r order issued hereunder.

K. Electronic Self-Help

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

L. Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Software or Product.

M. Maintenance Level

The defined parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit X hereto or as defined in any r order issued hereunder. The actual Maintenance Level for a unit of Software or Product shall be set forth in the executed order for Maintenance of that Software or Product referencing this Contract.

N. Maintenance Services (or "Maintenance" or "Software Maintenance")

If authorized by the Contract, means those services, preventive and remedial, provided or performed by Supplier under the Contract or for an Authorized User in order to ensure continued operation of the Software or Product, including Software Updates. Maintenance Services shall include support services. Software Maintenance Services may include the development of Work Product, if so authorized in the Contract.

O. Party

Supplier, VITA or any Authorized User.

P. Preventative Maintenance

Maintenance that can be performed in advance of an actual problem or malfunction through the monitoring of internal diagnostic reports generated automatically by print output devices.

Q. Product

Means hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit X or as specified in any order provided pursuant to the Contract.

R. Receipt

An Authorized User or its Agent has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

S. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit X and/or the applicable order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

T. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance and the time Supplier has notified Authorized User that it has commenced repair and resolution of the reported problem.

U. Services

Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any order issued under the Contract, including software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable order, as authorized by the Contract scope. This definition does not include Licensed Services.

V. Software

If Software is authorized under the Contract, means the programs and code provided by Supplier under the Contract or any order issued hereunder as a component(s) of any Deliverable or Component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS (boxed) software, means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit X or as described on Supplier's US and International price lists in effect at time of Authorized User's placement of order. For Software Maintenance contracts Software also includes the programs and code provided by Supplier under the Contract or any order issued hereunder in the form of Software Updates.

W. Software Publisher

If Software is authorized under the Contract, means the licensor of the Software, other than Supplier, provided by Supplier under this Contract.

X. 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).

Y. System Software

The operating system code, including software, firmware and microcode, (object code version) for each Product, including any subsequent revisions, as well as any applicable documentation.

Z. Update

As applicable, any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades,

enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

AA. Warranty Period

The greater of the manufacturer's Standard Warranty, or as specified in the Requirements Warranty Period shall commence upon Acceptance.

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 three (3) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all contractual terms and conditions required for the operation of such order shall remain in full force and effect until all of Supplier's obligations pursuant to such order have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

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

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, 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 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 issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, 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, 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, and VITA shall provide written notice to Supplier of such termination. 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.

D. Termination for Non-Appropriation of Funds

All payment obligations from public bodies 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 this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

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

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

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Transition of Services

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

H. 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 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.

I. 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, other required Small Business (SWaM) Procurement Plan compliance/variance and non-SWaM spend documentation as described in the Reporting section of this Contract, 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 the Commonwealth's 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. GENERAL WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all needed requirements as described in Exhibit A as follows:

A. Ownership

Supplier is the owner of the Product or otherwise has, to the best of its knowledge, the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product

provided hereunder. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances. In addition, Supplier has the right to provide the Services offered hereunder.

B. Limited Warranty and Remedy

Supplier's Standard Warranty for Product and related Services and/or Maintenance Services apply to this Contract. In addition to any remedies described in Supplier's Standard Warranty for Product and related Services and/or Maintenance Services, if Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product and related Services at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

C. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

- i. All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;
- ii. All contractual obligations pursuant to a particular Invitation for Bid ("IFB"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the IFB and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to its contractual obligations and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing its contractual obligations;
- ii. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

- i. The Documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand and fully utilize, as applicable, the Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables without reference to any other materials or information.
- ii. The Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables provided or delivered hereunder are at the current release level unless an Authorized User specifies an older version in its order .
- iii. No Update or engineering change or revision made to any Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables provided by Supplier hereunder shall degrade the performance of any Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, and Deliverables to a level below that defined in the Requirements or the Product manufacturer's or Software Publisher's published specifications, as applicable, or cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software.
- v. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in any Solution, Solution Component, Deliverables, Product, Software, System Software, Update, Application and/or Licensed Service, as obligated and provided by Supplier under the order , at the time of delivery to the Authorized User. Supplier warrants that the Solution, Solution Components, Deliverables, Product, Software,

System Software, Update, Application and/or Licensed Services, as obligated and provided by Supplier under the order does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Solution, Solution Components, Deliverables, Product, Software, System Software, Application and/or Licensed Service.

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. Open Source

Supplier will notify all Authorized Users if the Solution, Solution Components, Deliverables, Product, Software, Updates, Application and/or Licensed Services, as obligated and provided by Supplier, 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.

E. 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.

F. Supplier's Past Experience

Supplier warrants that it has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

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.

5. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this Contract, there are no restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User.

6. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Supplier's performance obligations and any additional products and services provided hereunder to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User's order, an Authorized User shall pay Supplier the fee(s) set forth in the Pricing exhibit, 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 to VITA and to the Authorized User if such change impacts any SOW or order and 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.

A. 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.

Supplier is required to accept any order or 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 contractual offerings and Requirements available under the scope of 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.

If the Contract allows for the provision of hardware Product, An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i. Product and, if applicable, serial number, for which Maintenance Services shall be provided,
- ii. Maintenance Level to be provided, and
- iii. MCP for the Product Maintenance.

Authorized User may elect, at any time, another Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order .

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.

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.

B. Reproduction Rights for Supplier-Provided Software

(Optional per project) At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD of Software and Updates. Such Authorized User shall be responsible for making copies and distributing the Software and Updates as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software and/or Updates deployed

during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

C. Reimbursement of Expenses

If allowable pursuant to an Authorized User's order, 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 in the order 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)). 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.

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.

D. Demonstration and/or Evaluation

If the Supplier's contractual obligations include the provision of a Solution, an Application and Licensed Services, or Software-as-a-Service, at the request of any Authorized User, Supplier shall perform a demonstration of its Solution, or its Application and Licensed Services or Software-as-a Service at such Authorized User's location and at no charge.

If the Supplier's contractual obligations include the provision of Software, the Supplier shall make available to any Authorized User the Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

E. Supplier Quote and Request for Quote

Should an Authorized User determine that a competitive process is required to ensure it receives the best value for its needed solution, product and/or services under this contract, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain identical or similar solutions, products and/or services to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed, including such product and services components, at the Exhibit B line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining its offering for the Authorized User. 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. [If only one contract is to be awarded add:] Supplier's failure to respond to an RFQ may be deemed a default of this Contract.

F. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order . Payment for any support services, as authorized in the Contract and the Authorized User's applicable order , shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order , 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. Invoices issued by the Supplier shall identify at a minimum:

- i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.
- ii. Line item description of the Deliverable(s), Product(s), Software, Hardware, Services, Solution and Solution Components, Maintenance Services, and/or Licensed Services, as applicable to this Contract, including components thereof or service type, and, if applicable, the project milestone.
- iii. Quantity, charge and extended pricing for each line item
- iv. Applicable order and/ date
- v. This Contract number and the applicable order number and/ number
- vi. 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. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order , or until after services have been rendered. Charges for Deliverables, components or services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

7. UNIVERSAL SERVICE FUND

Supplier agrees to make available all Products and Services as listed and priced herein to any Authorized User which is a USF participant. Supplier agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of the Supplier.

Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive USF allocations/disbursements for products and services provided pursuant to this Contract to Authorized Users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those Authorized Users. Supplier also agrees to maintain those qualifications and to assist Authorized Users in applying for and receiving these allocations/disbursements.

8. SUPPLIER-SPONSORED PRODUCT PROMOTIONS

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or

percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

9. REPORTING

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

- i. Report of Sales; and
- ii. Small Business Procurement and Subcontracting Report

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

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

In conjunction with the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA within 30 days of the date of expiration of the contract an accompanying statement certifying that Supplier has fully complied with the Contract's Small Business (SWaM) Procurement Plan, and if Supplier has not fully complied, provide a written explanation of any variances between such Plan and the actual participation. The Supplier's compliance confirmation and/or written explanation of variance shall be maintained by VITA, in the contract file.

Failure by Supplier to comply with its contractually obligated Small Business (SWaM) Procurement Plan may prohibit or delay any renewals of the Contract. Also, Supplier's failure to comply with its Small Business (SWaM) Procurement Plan or to explain any variance between the proposed Plan and actual SWaM subcontracting spend may result in the withholding of any final payment due Supplier.

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

10. TRAINING AND DOCUMENTATION

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

11. 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.

12. INDEMNIFICATION AND LIABILITY

A. Indemnification

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

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Supplier-provided products or services, including any components thereof, or that the Supplier's performance or delivery of any product or service under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified

mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Supplier's performance, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement products and/or services 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 Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. 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 Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components 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 security compliance obligations, and (vii) Supplier's data privacy and security obligations as specified under this Contract, Supplier's liability shall be limited to twice the aggregate value of the delivered and accepted Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, provided by Supplier to all Authorized Users 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. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

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.

13. 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.

14. IMPORT/EXPORT

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

15. 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 or Authorized User 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.

16. 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, and any penalties related to health care or employee benefits laws) that are

imposed, assessed or levied as a result of this Contract or Services performed pursuant to 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. Licensing Within the Commonwealth

For any license provided pursuant to this Contract, whether to System Software or any other software, the following shall apply. 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. If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, the license shall be held by that institution.

C. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

D. 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/VITA_Main_Public/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/VITA_Main_Public/scm/eVATsandCs.pdf are also incorporated by reference.

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

E. 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 an exhibit to this Contract.

F. 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.

G. 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 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 the right to terminate any license or support services hereunder.

H. 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.

I. 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 last 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.

J. No Waiver

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

K. 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.

L. Captions

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

M. 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.

N. Survival

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

O. 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.

P. 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.

Q. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit shall be limited as follows:

- i. Three (3) years from end date of the Contract;
- 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.

R. Taxes—Federal, State and Local

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.virginia.gov/>. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

S. 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.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

T. Entire Contract

The contract's Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes Exhibit A - Pricing

Certification Regarding Lobbying

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

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

Supplier Address for Notice:

Knight Sky LLC

5123-X Pegasus Court

Frederick, MD 21704

Attention: Adriann Culp

VITA Address for Notice:

VITA-SCM

11751 Meadowville Lane

Chester, VA 23836

Attention: Contract Administrator

Attachment B
State Corporation Commission Form

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

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

T0512345 -OR-

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

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

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

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

Attachment C
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: Adriann Culp

Organization: Knight Sky, LLC

Date: 23 Feb 2015