

**George Mason University  
Purchasing  
Contract Summary Sheet**

<b>Commodity:</b> Post-Production Video Captioning and Transcription Services	<b>Contract Number:</b> GMU-1475-18-03
<b>Vendor:</b> Verbit, Inc.	<b>Start Date:</b> August 24, 2018
<b>Address:</b> 3921 Fabian Way	<b>End Date:</b> August 23, 2019
<b>City, State, Zip:</b> Palo Alto, CA 94303	<b>Payment Terms:</b> Net 30
<b>Contact:</b> Jacques Botbol	<b>Renewals:</b> 4 (one-year) Renewals Remain
<b>Phone &amp; E-Mail:</b> 1-323-843-2866, jacques@verbit.ai	<b>Fax:</b> NA
<b>SWAM: (yes or no)</b> No	<b>SWAM class: (i.e. small)</b> NA
<b>Contract Information:</b>  The Contractor shall provide post-production video captioning and transcription services on an as needed basis.	
See Contract and Vendor's Pricing attached below.	
<b>Note:</b> Contact buyer for RFP document and RFP addendums.	
<b>Buyer:</b> Katherine Sirotin (formerly Mullins)	<b>Updated:</b> 08/29/2018



Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, Va. 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing>

**STANDARD CONTRACT  
 GMU-1475-18-03**

This Contract entered on this 22<sup>nd</sup> day of August, 2018 by Verbit, Inc., hereinafter called "Contractor" (located at 3921 Fabian Way, Palo Alto, CA 94303) and George Mason University hereinafter called "Mason," "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide Post-production Video Captioning and Transcription Services for George Mason University as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One year from date of contract execution with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** Reference Attached Best and Final Offer, Dated August 06, 2018 "Pricing Proposal" Pricing Schedule.

**Pricing Proposal**

Standard Minutes	Expiry (months)	Price per minute	Price Per minute with upfront payments
7,000 to 14,000	12	\$1.25	\$1.18
14,001 to 29,999	12	\$1.18	\$1.08
30,000 to 59,999	12	\$1.08	\$1.00
60,000 to 99,999	12	\$1.00	\$0.95
100,000 and above	12	\$0.95	\$0.90

Turnaround Time	Minute deducted per Turnaround Time
3 Business Days	1.00
2 Business Days	1.17
1 Business Days	1.33
8 Hours	1.67

\*More than 3 business days price equals to 3 business days price per audio minute

- V. **CONTRACT ADMINISTRATION:** Korey Singleton, Manager, Compliance, Diversity and Ethics, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Net 30 Payment Terms
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. RFP No. GMU-1475-18, in its entirety (incorporated herein by reference);
  - C. Contractor's Best and Final Offer Dated July 31, 2018 (Attached)

- D. Negotiation Response dated July 19, 2018 (incorporated herein by reference).
- E. Contractor's proposal dated April 11, 2018 (incorporated herein by reference);

**VIII. GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Contractors*. Documents may be viewed at: <https://vascupp.org>.

**IX. STANDARD TERMS AND CONDITIONS:**

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- I. CHANGES TO THE CONTRACT: Changes can be made to any resulting contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. George Mason University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the George Mason University's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by George Mason University or with the performance of the contract generally.
- J. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- K. **COLLECTION AND ATTORNEY'S FEES:** The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- L. **COMPLIANCE WITH LAW:** All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- M. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>
- N. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- O. **DEBARMENT STATUS:** As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- P. **DEFAULT:** In the case of failure to deliver goods or services in accordance with any resulting contract terms and conditions, George Mason University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which George Mason University may have.
- Q. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free

workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

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

- R. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- S. **FORCE MAJEURE:** Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- T. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- U. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- V. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- W. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.
- X. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations

coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.


- Y. **INTELLECTUAL PROPERTY**: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
- Z. **NON-DISCRIMINATION**: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- AA. **PRIME CONTRACTOR RESPONSIBILITIES**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his
- BB. **PUBLICITY**: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- CC. **REMEDIES**: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- DD. **RENEWAL OF CONTRACT**: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- EE. **SEVERABILITY**: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- FF. **SOVEREIGN IMMUNITY**: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- GG. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish

Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract.


HH. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

II. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

**Verbit, Inc.**

  
\_\_\_\_\_  
Signature  
Name: Jacques Botbol  
Title: VP Marketing & Sales  
Date: 8/24/2018

**George Mason University**

  
\_\_\_\_\_  
Signature  
Name: JAMES F RUSSELL  
Title: DIRECTOR  
Date: 8/22/18



**Katherine E Sirotin**

---

**From:** Jacques Botbol <jacques@verbit.ai>  
**Sent:** Tuesday, July 31, 2018 12:37 PM  
**To:** Katherine E Sirotin  
**Subject:** Re: Request for Best and Final Offer - RFP GMU-1475-18 - Video Captioning and Transcription Services - Verbit Inc.

Hi Katherine,

thank you for getting back to me. We have been working some of the prices, as we are very excited to work with you. This is our Best and Final Offer (BAFO)

Standard Minutes	Expiry (months)	Price per minute	Price Per minute with upfront payment
7,000 to 14,000	12	\$1.25	\$1.18
14,001 to 29,999	12	\$1.18	\$1.08
30,000 to 59,999	12	\$1.08	\$1.00
60,000 to 99,999	12	\$1.00	\$0.95
100,000 and above	12	\$0.95	\$0.90

Could you explain me the timeline? when would the committee want to start using the vendor they will award the contract?

Kind regards,  
Jacques

On Tue, Jul 31, 2018 at 5:53 PM, Katherine E Sirotin <[ksirotin@gmu.edu](mailto:ksirotin@gmu.edu)> wrote:

Good afternoon Jacques,

The committee has completed their review of Verbit's negotiation responses for RFP GMU-1475-18 for Video Captioning and Transcription Services and would like to request your Best and Final Offer (BAFO) at this time. Please make sure to include your best possible pricing and any final pricing breaks/discounts and take this opportunity to relay any additional information to the committee before they make their final decision. The committee has also determined that they will wait to schedule the webinars for after contract award.

Please have your best and final offer (BAFO) returned to my attention no later than August 7<sup>th</sup>, 2018 at noon.

If you have any questions please let me know.

Thank you,

*Katherine E. Sirotin*

Last name formerly Mullins

Assistant Director of Purchasing

Purchasing Department | George Mason University

Direct: 703-993-2497 | Fax: 703-993-2589

Main: 703-993-2580

[ksirotin@gmu.edu](mailto:ksirotin@gmu.edu) | [www.gmu.edu](http://www.gmu.edu)

**From:** Jacques Botbol <[jacques@verbit.ai](mailto:jacques@verbit.ai)>

**Sent:** Wednesday, July 18, 2018 3:23 PM

**To:** Katherine E Sirotin <[ksirotin@gmu.edu](mailto:ksirotin@gmu.edu)>

**Subject:** Re: Request for Negotiations - RFP GMU-1475-18 - Video Captioning and Transcription Services - Verbit Inc.

Hi Katherine,

just checking you received my email. can you confirm and let me know best times for the meeting?

Kind regards,

Jacques

On Mon, Jul 16, 2018 at 10:39 PM, Jacques Botbol <jacques@verbit.ai> wrote:

Hi Katherine,

it's great to having received this email. We are excited about the next stages.

My answers follow the points below:

1. We have reviewed the pricing provided, and we have decided to review the prices to change them to the following table, which is discounted from the RFP:

Standard Minutes	Expiry (months)	Price per minute	Price Per minute with upfront payment
7,000 to 14,000	12	\$1.35	\$1.22
14,001 to 29,999	12	\$1.22	\$1.10
30,000 to 59,999	12	\$1.15	\$1.04
60,000 to 99,999	12	\$1.02	\$0.95
100,000 and above	12	\$0.95	\$0.90

a. this will be possible, for us to evaluate it after billing cycles

b. That's perfect from our side. Please note that now the price for the 7,000-14,000 minutes has been discounted to \$1.35 per audio minute

2. I am attaching short slides, about our On-boarding and on-going support. In general lines, every Verbit customer has a dedicated customer success available constantly.

3. That's confirm, you have the possibility to do so. What we do request is that you commit to a certain expenditure in a year, in order for us to give you the best pricing possible as stated in the table above.

a. We confirm this.

4. Yes, we will have the same team working on your accounts, and every account will have dedicated resources for any requests.

5. Yes, that would be great. We can also do it on-site if needed. Our Availability next week, for this is Monday to Thursday 9 AM - 1 PM EST (Let us know when fits you, and we will allocate the relevant resources.)

6. Yes, absolutely.

Please Confirm the dates for the webinar so we can put it on our calendars

Kind regards,

Jacques

On Fri, Jul 13, 2018 at 9:10 PM, Katherine E Sirotin <[ksirotin@gmu.edu](mailto:ksirotin@gmu.edu)> wrote:

Good afternoon Jacques,

The evaluation committee has completed the evaluation and scoring of all proposals received in response to Request for Proposal (RFP) GMU-1470-18, for Post Production Video Captioning and Transcription Services, and have identified your firm as one of the finalists. We are prepared to move to Negotiations with your firm and would appreciate your response to the items below. Please respond to the points contained within at your earliest convenience but no later than 2:00PM on Friday, July 20th , 2018 (you may respond via email). Please make sure to provide detailed information as the evaluation committee will be reviewing your responses as part of your offer (note that Mason shall select the offeror/s which, in its sole discretion has made the best proposal, and shall award the contract to that offeror/s):

1. The committee would greatly appreciate it if your firm could provide their best possible hourly rates for these services at this time. Please note that any resulting contract award will be cooperative and that other state and public agencies, including other Universities, may utilize this contract and will likely result in additional business for your firm.

- a. On page 9 your Tiered Pricing states that we if we (VASCUPP) surpass certain levels of spend the price per minute/per hour will lower. We would prefer to have the pricing benchmarks evaluated at each billing cycle. Please advise if this will be a possibility.
  - b. We would like to request that, as this is a multi-year contract with a potential five (5) year term, that the annual tiered pricing roll over at the lower rate if the VASCUPP agencies meet or exceed the tier for the year prior. So, for example, if in Year 1 the VASCUPP agencies meet or exceed the 7000 to 14,000 minutes that the per minute rate of \$1.50 go into effect and stay in effect into the next year.
2. We would like Verbit to provide additional, detailed, information concerning your training/technical support (online and F2F) offerings.
  3. Please confirm that you will not require bulk purchasing:
    - a. Please confirm the ability for the VASCUPP agencies (including GMU) to pay using a Purchase Order (PO) and/or a purchasing card (credit card).
  4. To ensure consistent account management for all institutions, please confirm that all agencies using the contract will have the same account manager/s.
  5. We would like to schedule a Webinar vendor presentation (limited to 60 minutes) with your firm for the week of 07/23/18. At this presentation your firm will be given the opportunity to introduce your organization/services and answer collective questions from representative institutions. Please advise if you will be open to providing a webinar/answering questions and your availability for this week.
  6. Would your organization be open to offering this contract (including all terms/conditions/pricing) to other Commonwealth of Virginia agencies (outside of VASCUPP) such as the Virginia Information Technology Agency (VITA), Virginia Department of Education, and other agencies, institutions and public schools?

If you have any questions please let me know as soon as possible. Please note that George Mason University, including all Administrative Offices, will be closed for the Winter Holiday Break starting Friday 12/22/17 and will reopen for business on Thursday, 1/04/18. We apologize for any inconvenience and will respond to all messages upon our return.

Thank you,

*Katherine E. Sirotin*

Last name formerly Mullins

Assistant Director of Purchasing

Purchasing Department | George Mason University

Direct: 703-993-2497 | Fax: 703-993-2589

Main: 703-993-2580

[ksirotin@gmu.edu](mailto:ksirotin@gmu.edu) | [www.gmu.edu](http://www.gmu.edu)

--  
Jacques Botbol  
VP Marketing & Sales  
Verbit.ai  
3921 Fabian Way,  
Palo Alto, CA 94303  
T: +1(323) 843-2866

--  
Jacques Botbol  
VP Marketing & Sales  
Verbit.ai  
3921 Fabian Way,  
Palo Alto, CA 94303  
T: +1(323) 843-2866

--

Jacques Botbol  
VP Marketing & Sales  
Verbit.ai  
3921 Fabian Way,  
Palo Alto, CA 94303  
T: +1(323) 843-2866