



Commonwealth of Virginia
Virginia Information Technologies Agency

WIRELESS TELECOMMUNICATIONS PRODUCTS & SERVICES

Date: March 10, 2016

Contract #: VA-120430-MACB

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Mac Business Solutions Inc.
9057 Gaither Road
Gaithersburg, MD 20877

FIN: 52-1690502

Contact Person: Sonny Tohan
Voice: 301-590-2555
Fax: 301-590-8142
Email: sonny@mbsdirect.com

Term: May 1, 2016 – April 30, 2017

Payment: Net 30 days

Pricing: www.store.apple.com

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

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>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

March 10, 2016

Sonny Tohan
Mac Business Solutions
9057 Gaither Road
Gaithersburg Maryland 20877

Mr. Tohan,

Per Section 3.A. ("Term and Termination") of contract VA-120430-MACB, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from May 1, 2016 through April 30, 2017. Should you have any questions, please feel free to contact me.

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



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

March 30, 2015

Mac Business Solutions Inc.
9057 Gaither Road
Gaithersburg, MD 20877

Contact Person: Sonny Tohan

Per Section 3.A. ("Term and Termination") of contract VA-120430-MACB, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/1/15 through 4/30/16. Should you have any questions, please feel free to contact me.

Respectfully,

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

**MODIFICATION NO. 2
TO
CONTRACT NUMBER VA-120430-MACB
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MAC BUSINESS SOLUTIONS**

This MODIFICATION No. 2 is hereby incorporated into and made an integral part of Contract VA-120430-MACB.

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

1. Add to the definition of "Scope of Contract" in Section 1 on Contract Page 1.
"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspx>"
2. Add to the definition of "Indemnification" in Section 15 on Contract Pages 6-7.
"In the event of a settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
3. Add to the definition of "Licensing with the Commonwealth" in Section 29 Subsection A on Contract Page 10.
"If Authorized User is a private institution, the license shall be held by that private institution."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-120430-MACB by this Modification No. 2.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

NAME OF SUPPLIER

BY: Mac Business Solutions

NAME: Sudhakar

TITLE: CEO

DATE: July 25, 2014

COMMONWEALTH OF VIRGINIA

BY: Day Crenshaw

NAME: Day Crenshaw

TITLE: Acting Secretary

DATE: 8/14/14



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

March 21, 2014

Mac Business Solutions Inc.
9057 Gaither Road
Gaithersburg, MD 20877

Contact Person: Sonny Tohan

Per Section 3.A. ("Term and Termination") of contract VA-120430-MACB, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/01/14 through 4/30/15. Should you have any questions, please feel free to contact me.

Respectfully,

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

**MODIFICATION #1
TO
CONTRACT NUMBER VA-120430-MACB
BETWEEN
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
MAC BUSINESS SOLUTIONS (MACB)**

This MODIFICATION #4 is an agreement between the Virginia Information Technologies Agency (VITA), hereinafter referred to as "State" or "Commonwealth" or "VITA", and MACB hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made part of Contract VA-120430-MACB, as revised.

The purpose of this Modification #1 is to modify the Contract Discount as it applies to Apple Ipod hardware.

The parties agree to the following:

1. The Contract Discount for all Apple Ipod hardware models is hereby changed from 7% to 5%.

The term of this modification #1 shall begin upon execution of the parties and shall continue until the end of this extended term of the Contract.

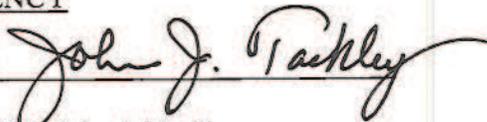
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060312-AAMV and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT. ELECTRONIC SIGNATURES WILL BE CONSIDERED AS ORIGINAL SIGNATURES.

AMERICAN ASSOCIATION OF MOTOR
VEHICLE ADMINISTRATORS

BY: 
NAME: SONNY TOHAN
TITLE: CEO
DATE: 10/09/2013

VIRGINIA INFORMATION TECHNOLOGIES
AGENCY

BY: 
NAME: John J. Tackley
TITLE: IT Acquisitions Manager
DATE: 10/09/2013



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

April 1, 2013

Mac Business Solutions Inc.
9057 Gaither Road
Gaithersburg, MD 20877

Contact Person: Sonny Tohan

Per Section 3.A. ("Term and Termination") of contract VA-120430-MACB, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/01/13 through 4/30/14. Should you have any questions, please feel free to contact me.

Respectfully,

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



CONTRACT NUMBER VA-120430-MACB

**Apple Products and Services
SOLICITATION, OFFER AND AWARD**

TWO-STEP IFB NUMBER 2012-12	DATE ISSUED 4-5-2012	DATE DUE 4-25-2012	REQ. NUMBER n/a
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For more information, please send e-mail to Single Point of Contact (SPOC): John.Tackley@vita.virginia.gov

<p align="center">ISSUING OFFICE</p> <p>VITA - Supply Chain Management 11751 Meadowville Lane Chester, VA 23836</p>	<p>SHIP TO: as specified in each order</p> <p>BILL TO: as specified in each order</p>
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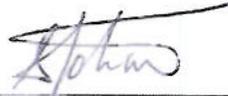
SOLICITATION

This procurement is being conducted on behalf of VITA and other Public Bodies as defined in §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Sealed Bids for furnishing the Products and/or Services set forth in the Price Schedule will be returned to the Issuing Office. If hand carried, deliver to the SCM receptionist located at the Issuing Office address above. Bids must be received prior to 2:00 PM local time on the Date Due indicated above (Public bid opening at 2:30 PM). Please read and understand the attached Solicitation Instructions. This is an advertised solicitation consisting of this cover page, the Solicitation Instructions, Requirements, 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.

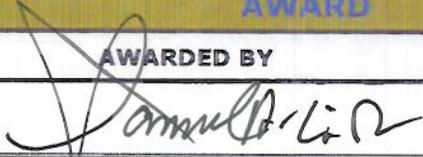
OFFER

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	52-1690502	 BIDDER'S BINDING SIGNATURE
SUPPLIER NAME	Mac Business Solutions, Inc.	
ADDRESS	9057 Gaither Road	
CITY/STATE/ZIP	Gaithersburg, MD 20877	
E-MAIL	sonny@mbsdirect.com	
PHONE	301-590-2555	
FAX	301-590-8142	
		PRINTED NAME Sonny Tohan

AWARD

BID ITEMS AWARDED	AWARDED BY	AWARD DATE	CONTRACT NUMBER
All Apple Products and Services	 SIGNATURE Chief Information Officer (CIO) of the Commonwealth of Virginia Samuel A. Nixon, Jr. PRINTED NAME	4/30/2012	VA-120430-MACB

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

EXHIBIT E

Pricing Schedule

Bidder Firm Name: Mac Business Solutions

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

Contract Price for all Apple Equipment/Products and Services (hardware, software and services) must reflect the Discount(s) identified in the Discount Table below.

If the discount varies for h/w, s/w and/or services, the correct % discount must be entered for each.

<u>Discount (%) Off Index Price</u>	<u>Index Price Title/Description</u> (e.g., MSRP, List Price, etc.)	<u>Index Price List* Location</u> (URL or other location/source where updated versions are and will continue to be available)
Hardware % <u>7%</u>	MSRP	www.store.apple.com
Software % <u>10%</u>		
Services % <u>10%</u>		

*VITA requires the availability of all Apple Inc. Products/ Services in the Index price list, EXCEPT IPHONE AND iPad w/3g or 4g, (WHICH ARE AVAILABLE ON VITA'S TELECOMMUNICATIONS CONTRACTS).

NOTE: Submit exhibit E - Pricing Schedule in a separate sealed envelope.

CONTRACT VA-120430-MACB

between the

COMMONWEALTH of VIRGINIA and **MAC BUSINESS SOLUTIONS**

1. SCOPE OF CONTRACT

This is an agreement (the “Contract”) between the Virginia Information Technologies Agency (“VITA”), on behalf of the *Commonwealth of Virginia* (“Commonwealth”), and Mac Business Solutions (the “Contractor” or the “Supplier”), having its principal place of business at 9057 Gaither Road, Gaithersburg, MD 20877. This Contract contains the contractual terms and conditions by which the Commonwealth and Contractor will establish the Contract for the use by all public bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, hereinafter collectively referred to as “Authorized Users,” or “Purchasers” to acquire Products and Apple Products, both as defined herein, pursuant to the terms herein and for use by the Authorized Users. Authorized Users and the Commonwealth may each be referred to as “Purchaser” herein, provided, however that the Commonwealth and Contractor agree that Authorized Users are not intended third party beneficiaries of this Contract. Notwithstanding anything that may be construed to the contrary, the parties agree that the scope of this Contract does not include or extend to professional services. To the extent, if any, that the Commonwealth and/or any Authorized Users desire to purchase professional services from Contractor, they may do so by means of a separate agreement.

2. INTERPRETATION OF AGREEMENT

As used in this Contract,

“Apple Products” means hardware and software products manufactured, distributed or licensed (“sold”) under the Apple Inc. brand name, that an Authorized User has paid to acquire (or license) from Contractor for its own use but excluding any Apple-branded software that Contractor distributes free-of-charge, third party-branded hardware components, third party-branded component technology, third party open source software or freeware and all other third party-branded products, copies of which may be found at <http://www.apple.com>.

“Products” means Services and hardware and software products, including Apple Products, that may be sold by Contractor to an Authorized User for its own use. “Services” mean, collectively, the standard, price-listed service, support, including configuration or installation, and/or training products sold under the Apple Inc. brand name that an Authorized User has paid to acquire, provided, however, that in no event shall professional services or consulting services be included under this Contract or within the meaning of Services.

The documents comprising this Contract, and their order of precedence in case of conflict, are: this document, Exhibit E, Exhibit B, Exhibit C and Attachment A. The foregoing documents represent the complete and final agreement between VITA, on behalf of the Commonwealth and Authorized Users and Contractor with respect to the subject matter of this Contract, and shall supersede all prior agreements and understandings between the parties hereto, whether written or oral.

If a term or condition of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected. Notwithstanding the foregoing in this Section, Authorized User's use, as an end user, of the Products shall be subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright and other intellectual property, federal and state laws of the United States.

3. EXPORT COMPLIANCE

All Products and Services sold under this Agreement are subject to all applicable laws, regulations, orders and other limitations on the export and re-export of commodities, technical data and software. **PURCHASERS SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE EXPORT AND REEXPORT CONTROL RULES AND** further agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States, or any other relevant national government authority; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States; (iv) to any person or firm on the U.S. Department of Commerce's Table of Denial Orders or Entities list, or U.S. Treasury Department's list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license.

4. PRICING AND DISCOUNTS

Contract price will be determined by taking the appropriate contract discount and applying it to the price found on the Contractor's then current published Index Price List, as identified herein. Discounts must remain fixed.

Purchaser acknowledges that Contractor does not provide service CIP or repair pricing on a Contractor price list; Contractor will quote current pricing for any such CIPs or repairs to Purchaser prior to processing any purchase order, and Purchaser will have the option to either accept or decline the quoted prices. In the event Purchaser accepts the quoted pricing, Contractor will process the purchase order under the terms of this Contract; should Purchaser decline the quoted prices, Contractor will not process the purchase order. Contractor will charge for any fees due from Purchaser by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar statutes in other states. Contractor reserves the right to change the Authorized Apple Price Lists and the purchaser's credit terms at any time.

All shipping costs are the Contractor's responsibility except to the extent such charges are identified in the Pricing Exhibit, or as noted in any executed order referencing this Contract.

5. ORDERS

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

1. Request for Quote Order Method: Authorized Users (AU) will request a written price quotation from Contractor, who will respond promptly with a written price quotation, which

references the Contract Number. The AU will attach the quote to an eVA Requisition, Purchase Order or other ordering document, which references the Contractor's written quotation and the Contract Number.

2. Purchase Order: An official Purchase Order form issued by an Authorized User.
3. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

Contractor may refuse any provisions in purchase orders, invoices or similar documents that are different than or additional to the terms of this Contract, and such refused provisions will be unenforceable. Further, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Contractor 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, Contractor 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 VITA IS THE AUTHORIZED USER.

Upon Purchaser's receipt of an order confirmation (including estimated shipment date), Purchaser may cancel the order at any time prior to shipment of Products with written notice to Contractor.

Contractor will provide Purchaser a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs. Contractor shall accept all orders for Products other than finished good orders, service orders and mail-in or on-site repair orders.

6. SHIPPING AND DELIVERY

All shipments shall be made FOB Destination.

Unless Purchaser notifies Contractor otherwise, Contractor may make partial shipments of Purchaser's order. Contractor will not be liable for any failure to ship complete orders. Contractor will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Purchaser.

The Contractor shall use commercially reasonable efforts to deliver the Products within thirty (30) calendar days after Contractor's acceptance of the order, except in the case of a Force Majeure event as defined herein, or Contractor's suspension of delivery due to Purchaser's payment default as described herein, or if Contractor cancels the order before shipment as permitted herein.

7. INVOICING

All goods or services provided under this Contract, or any purchase order issued hereunder, shall be billed by the Contractor at Contractor's then-current published list price in effect on the date Purchaser's order is accepted by Contractor and shall reflect the contractually agreed to discounts.

Purchaser will be invoiced separately for each partial shipment Contractor shall remit each invoice

upon shipment to the Purchaser to the “bill to” address provided with the order. No invoice shall include any costs other than those identified in the executed order. Contractor shall issue invoices, identifying at a minimum, the components listed below.

1. this Contract number
2. the purchase order number
3. Contractor’s Federal Employer Identification Number (FEIN)
4. manufacturer's product number
5. Product serial number, if any
6. Product description
7. price per unit
8. quantities of merchandise
9. extended price
10. date ordered
11. ship date
12. ship-to address

Any credits due any Purchaser under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

Any terms included on Contractor’s invoice shall have no force or effect and will in no way bind VITA or any Purchaser.

8. PAYMENT

Authorized User will pay all invoices net thirty (30) calendar days after the date of invoice. Any payment terms requiring payment in less than thirty (30) calendar days will be regarded as requiring payment thirty (30) calendar days after the date of the invoice. This shall not affect offers of discounts for payment in less than thirty (30) calendar days, however.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of submission in all cases where payment is made electronically.

9. TITLE AND RISK OF LOSS OR DAMAGE

Title and risk of loss to all Products will pass to Purchaser upon delivery of the Products. When shipping pursuant to Contractor’s standard practices Contractor will replace Products returned due to damage in transit or that are lost in transit. If Purchaser provides Contractor with specific shipping instructions, then Contractor will use commercially reasonable efforts to ship such orders according to Purchaser’s instructions. Shipping charges for orders shipped under Purchaser’s instructions will be added to Contractor’s invoice. When not shipping Products pursuant to Contractor’s standard practices but instead shipping via a carrier selected by Purchaser, Contractor will not issue credits or replace Products returned due to damage in transit or that are lost in transit.

10. ASSIGNMENT OF CONTRACT

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. 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 the Parties 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.

11. MODIFICATIONS, WAIVER AND SEVERABILITY

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. If a court of competent jurisdiction holds that any provision of this Contract is invalid or unenforceable, the remaining portions of this Contract will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Contract.

12. TAXES

Sales to the Commonwealth are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. VITA's excise tax exemption registration number is 54-73-0076K. Notwithstanding, any applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Purchaser. Proof of sales and use tax-exempt status must be on file with Contractor for any order to be treated as a tax-exempt transaction.

13. FORCE MAJEURE

A party shall not be in breach of this Contract if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of such party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Authorized Users will pay all outstanding sums owed at the time of any cancellation due to breach. In no event shall any failure by either party to exercise any remedy available to it be construed as a waiver or consent to any breach.

14. CONTRACTOR, WARRANTIES

- A. For OEM: Contractor warrants that it is the owner of the Products. For resellers: Contractor warrants that it has the right to provide the Products to Authorized Users.
- B. Contractor warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Contractor has no constructive or actual knowledge of a potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

- C. The sole warranty for Apple Product, if any, purchased under this Contract shall be Contractor's standard Limited Warranty as set forth in the documentation that accompanies each Apple Product, a copy of which may be found at <http://www.apple.com/legal/warranty/>.
- D. All Products, other than Apple Product, are sold "as is" and without warranty or support from Contractor, but may be accompanied by a manufacturer's warranty, as more particularly provided in any warranty documentation that accompanies such Products.
- E. THE PARTIES AGREE THAT ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR AS TO THE PRODUCTS, SERVICES, MATERIALS, DOCUMENTS, INFORMATION AND LABOR FURNISHED BY CONTRACTOR PURSUANT TO THIS CONTRACT. IN ADDITION, NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS OBLIGATING CONTRACTOR TO PROVIDE ANY WARRANTY-RELATED FULFILLMENT OR SUPPORT FOR ANY THIRD PARTY-BRANDED PRODUCTS.

15. INDEMNIFICATION

A. Subject to the exceptions in (C) below and compliance with the notice and defense provisions in (B) below, Contractor shall defend the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from any third party lawsuits alleging: (i) an Apple Product that the Commonwealth has paid to acquire from Contractor under this Contract infringes a U.S. patent, copyright or trademark of such third party, or (ii) personal injury, death, or tangible property damage suffered by such third party or a then-current employee of the Commonwealth was caused by the gross negligence or willful misconduct of Contractor during the course of Contractor's performance of the Contract (each a "Claim"). This Section (A) shall not be construed to bar any legal remedies the Contractor may have with respect to the Commonwealth's Indemnified Parties' failure to fulfill its obligations pursuant to this Contract. Section A shall also not be construed to bar any legal remedies that the Commonwealth's Indemnified Parties may have available under law for Contractor's failure to fulfill its obligations pursuant to this Contract.

B. To qualify for such defense, either party shall promptly notify the other party in writing of any such Claim of which the Contractor or the Commonwealth's Indemnified Parties become aware which may give rise to a right of defense pursuant to this Section. Notice of any Claim must be provided to the other party within thirty (30) calendar days of the either party first learning of such Claim.. Any rejection by the Commonwealth's Indemnified Parties of offering sole control of the defense of the Claim to Contractor will not be unreasonably withheld. Contractor, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions necessary to completely and finally resolve the Claim by settlement or compromise. Upon acceptance of tender, the Commonwealth's Indemnified Parties will cooperate with Contractor with respect to such defense and settlement. If a Claim is settled then, to the extent permitted by applicable law, the Commonwealth's Indemnified Parties will not publicize the settlement. The Commonwealth's Indemnified Parties' obligations under this Section are subject to Sections 2.2-510 and -514 of the *Code of Virginia*.

C. Notwithstanding anything to the contrary contained herein, the Commonwealth's Indemnified Parties agree that the Contractor has no obligation for any Claim arising out of, resulting from or related to: (i) the acts, omissions, negligence or misconduct of the Commonwealth's Indemnified Parties, any employee(s) of the Commonwealth, (ii) any modification of the Apple Product(s) if

such infringement would have been avoided by the use of the applicable Apple Products without such modifications, (iii) the combination, operation or use of the Apple Products with non-Apple branded Products or other non-Apple-provided software, data or documentation if such infringement would have been avoided by the use of the applicable Apple Products without combination with such non-Apple branded Products or other non-Apple-provided programs, data or documentation, unless such combination was contemplated by the documentation, or (iv) use of any Apple Product consisting of software in a manner not authorized under the applicable Apple end user license agreement (the “EULA”).

D. In the event of any Claim, Contractor shall have the right, but not the obligation, to do any of the following at its sole option: (i) procure, at its own expense, the right for the Authorized User to continue using the allegedly infringing Apple Product, (ii) replace or modify such Apple Product with functionally equivalent materials so that they become non-infringing or (iii) refund the Authorized User the amount that the Authorized User paid to Contractor for the allegedly infringing Apple Product.

E. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING SHALL CONSTITUTE THE COMMONWEALTH’S SOLE REMEDY AND CONTRACTOR’S SOLE AND EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS.

16. NON-APPROPRIATION

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its 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.

17. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

18. TERM

This Contract shall take effect on the date of its final execution by both parties, and shall continue in full force for one (1) year (“Initial Term”). This Contract may be renewed by mutual, written consent for four (4) additional one (1) year periods. VITA will issue a written request for renewal to the Contractor stating its intent to renew no less than thirty (30) calendar days prior to the expiration of any current Term.

The provisions of this Contract regarding Software, Disposition of Software, Export Compliance, Warranty, Liability and Indemnification shall survive the expiration or termination of this Contract.

19. 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, Supplier’s liability shall be limited to

twice the aggregate value of the Products and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

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

20. SITE PREPARATION

Product environmental specifications, if deemed required in Contractor's reasonable discretion, for the Products to be delivered under this Contract shall be furnished in writing by the Contractor prior to purchase. These specifications shall be in such detail to ensure that the Products to be installed shall operate efficiently from the point of view of environment.

The Authorized User shall prepare the site at its own expense and in accordance with the Product environmental specifications provided by the Contractor.

21. 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 for convenience an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

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

Contractor may not terminate this Contract.

23. COMPLIANCE WITH FEDERAL LOBBYING ACT

Contractor shall not, in connection with this Contract, engage in any activity prohibited by 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"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

24. SALES REPORTING, IFA PAYMENTS AND SMALL BUSIENSS SUBCONTRACTING REPORTING

Contractor is required to submit to VITA the following monthly reports and industrial funding adjustment (IFA) payments:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>

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

25. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor provides any goods or services that are supplied by another party for any goods or configuration, installation or training services, the Contractor agrees to act as prime contractor for the procurement and maintenance of those third party goods or services and shall be the sole point of contact with regard to all obligations under this Contract.

26. TYPE OF CONTRACT

This is an indefinite delivery, indefinite quantity, non-exclusive requirements Contract.

27. AUTHORIZED USER'S RESPONSIBILITIES DURING WARRANTY

A. During any term of Warranty, the Authorized User shall not perform or attempt repairs to the Products except as authorized in advance by the Contractor.

B. The Authorized User shall permit access to the Product(s) which is to be maintained, subject to the installation site's reasonable security regulations.

C. The Authorized User may provide storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel.

D. The Authorized User shall maintain the site in accordance with the Product environmental specifications (if any) furnished by the Contractor.

28. DISPOSITION OF SOFTWARE

Unless otherwise instructed by the Contractor, the Authorized User shall erase, destroy or otherwise render unusable any software component of a Product within thirty (30) calendar days from the date of termination of the applicable license for any reason. A letter certifying this destruction shall be sent to the Contractor as soon as this process is completed. The Authorized User shall have the right to retain one copy for archival purposes.

29. SOFTWARE

A. Licensing with the Commonwealth. 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. Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. Apple-Branded Software. Unless the Authorized User has obtained Contractor's prior written consent, in addition to any obligations or restrictions set forth in any license that may accompany a Product, Authorized User shall not copy the software, except to back up or for archival purposes, and shall promptly affix to any such copy the same proprietary and copyrights notices as were affixed to the original. Authorized User shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form.

C. Third-Party Software. If required, any software other than Apple Product consisting of software, regardless of whether or not such software is acquired or licensed pursuant to this Contract shall be defined as "Third Party Software." In the event the Authorized User wishes Contractor to install and/or image or create an image of any Third Party Software on Apple Products pursuant to this Contract, the Authorized User will execute Apple's standard Software Installation Waiver.

D. Use of Technical Data. Nothing contained herein shall be construed to restrict or limit the Authorized User's rights to use any technical data which the Authorized User may already possess or acquire under proper authorization from other sources.

30. INCORPORATED CONTRACTUAL PROVISIONS

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

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

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

incorporated by reference:

http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

The terms and conditions in the document posted to the aforereferenced 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.

The duly authorized representatives of the parties execute this Contract as of the dates stated. This Contract may be executed in one or more counterparts (including by email or facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

EXHIBIT B
State Corporation Commission Form

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

X is a corporation or other business entity with the following SCC identification number:
F1785361 -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):

EXHIBIT 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: Sonny Tohan

Organization: Mac Business Solutions, Inc.

Date: 4/23/2012



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

March 30, 2015

Mac Business Solutions Inc.
9057 Gaither Road
Gaithersburg, MD 20877

Contact Person: Sonny Tohan

Per Section 3.A. ("Term and Termination") of contract VA-120430-MACB, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/1/15 through 4/30/16. Should you have any questions, please feel free to contact me.

Respectfully,

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

**MODIFICATION NO. 2
TO
CONTRACT NUMBER VA-120430-MACB
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MAC BUSINESS SOLUTIONS**

This MODIFICATION No. 2 is hereby incorporated into and made an integral part of Contract VA-120430-MACB.

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

1. Add to the definition of "Scope of Contract" in Section 1 on Contract Page 1.
"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspx>"
2. Add to the definition of "Indemnification" in Section 15 on Contract Pages 6-7.
"In the event of a settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
3. Add to the definition of "Licensing with the Commonwealth" in Section 29 Subsection A on Contract Page 10.
"If Authorized User is a private institution, the license shall be held by that private institution."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-120430-MACB by this Modification No. 2.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

NAME OF SUPPLIER

BY: Mac Business Solutions

NAME: Sudhakar

TITLE: CEO

DATE: July 25, 2014

COMMONWEALTH OF VIRGINIA

BY: Day Crenshaw

NAME: Day Crenshaw

TITLE: Acting Secretary

DATE: 8/14/14



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

March 21, 2014

Mac Business Solutions Inc.
9057 Gaither Road
Gaithersburg, MD 20877

Contact Person: Sonny Tohan

Per Section 3.A. ("Term and Termination") of contract VA-120430-MACB, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/01/14 through 4/30/15. Should you have any questions, please feel free to contact me.

Respectfully,

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

**MODIFICATION #1
TO
CONTRACT NUMBER VA-120430-MACB
BETWEEN
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
MAC BUSINESS SOLUTIONS (MACB)**

This MODIFICATION #4 is an agreement between the Virginia Information Technologies Agency (VITA), hereinafter referred to as "State" or "Commonwealth" or "VITA", and MACB hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made part of Contract VA-120430-MACB, as revised.

The purpose of this Modification #1 is to modify the Contract Discount as it applies to Apple Ipod hardware.

The parties agree to the following:

1. The Contract Discount for all Apple Ipod hardware models is hereby changed from 7% to 5%.

The term of this modification #1 shall begin upon execution of the parties and shall continue until the end of this extended term of the Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060312-AAMV and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT. ELECTRONIC SIGNATURES WILL BE CONSIDERED AS ORIGINAL SIGNATURES.

AMERICAN ASSOCIATION OF MOTOR
VEHICLE ADMINISTRATORS

BY: 
NAME: SONNY TOHAN
TITLE: CEO
DATE: 10/09/2013

VIRGINIA INFORMATION TECHNOLOGIES
AGENCY

BY: 
NAME: John J. Tackley
TITLE: IT Acquisitions Manager
DATE: 10/09/2013



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

April 1, 2013

Mac Business Solutions Inc.
9057 Gaither Road
Gaithersburg, MD 20877

Contact Person: Sonny Tohan

Per Section 3.A. ("Term and Termination") of contract VA-120430-MACB, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/01/13 through 4/30/14. Should you have any questions, please feel free to contact me.

Respectfully,

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



CONTRACT NUMBER VA-120430-MACB

**Apple Products and Services
SOLICITATION, OFFER AND AWARD**

TWO-STEP IFB NUMBER 2012-12	DATE ISSUED 4-5-2012	DATE DUE 4-25-2012	REQ. NUMBER n/a
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For more information, please send e-mail to Single Point of Contact (SPOC): John.Tackley@vita.virginia.gov

<p align="center">ISSUING OFFICE</p> <p>VITA - Supply Chain Management 11751 Meadowville Lane Chester, VA 23836</p>	<p>SHIP TO: as specified in each order</p> <p>BILL TO: as specified in each order</p>
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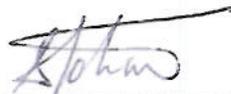
SOLICITATION

This procurement is being conducted on behalf of VITA and other Public Bodies as defined in §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Sealed Bids for furnishing the Products and/or Services set forth in the Price Schedule will be returned to the Issuing Office. If hand carried, deliver to the SCM receptionist located at the Issuing Office address above. Bids must be received prior to 2:00 PM local time on the Date Due indicated above (Public bid opening at 2:30 PM). Please read and understand the attached Solicitation Instructions. This is an advertised solicitation consisting of this cover page, the Solicitation Instructions, Requirements, 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.

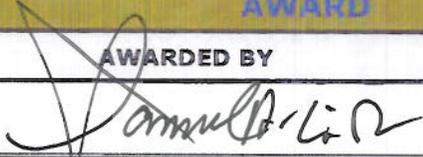
OFFER

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	52-1690502	 BIDDER'S BINDING SIGNATURE
SUPPLIER NAME	Mac Business Solutions, Inc.	
ADDRESS	9057 Gaither Road	
CITY/STATE/ZIP	Gaithersburg, MD 20877	
E-MAIL	sonny@mbsdirect.com	
PHONE	301-590-2555	
FAX	301-590-8142	
		PRINTED NAME Sonny Tohan

AWARD

BID ITEMS AWARDED	AWARDED BY	AWARD DATE	CONTRACT NUMBER
All Apple Products and Services	 SIGNATURE Chief Information Officer (CIO) of the Commonwealth of Virginia Samuel A. Nixon, Jr. PRINTED NAME	4/30/2012	VA-120430-MACB

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

EXHIBIT E

Pricing Schedule

Bidder Firm Name: Mac Business Solutions

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

Contract Price for all Apple Equipment/Products and Services (hardware, software and services) must reflect the Discount(s) identified in the Discount Table below.

If the discount varies for h/w, s/w and/or services, the correct % discount must be entered for each.

<u>Discount (%) Off Index Price</u>	<u>Index Price Title/Description</u> (e.g., MSRP, List Price, etc.)	<u>Index Price List* Location</u> (URL or other location/source where updated versions are and will continue to be available)
Hardware % <u>7%</u>	MSRP	www.store.apple.com
Software % <u>10%</u>		
Services % <u>10%</u>		

*VITA requires the availability of all Apple Inc. Products/ Services in the Index price list, EXCEPT IPHONE AND IPad w/3g or 4g, (WHICH ARE AVAILABLE ON VITA'S TELECOMMUNICATIONS CONTRACTS).

NOTE: Submit exhibit E - Pricing Schedule in a separate sealed envelope.

CONTRACT VA-120430-MACB

between the

COMMONWEALTH of VIRGINIA and **MAC BUSINESS SOLUTIONS**

1. SCOPE OF CONTRACT

This is an agreement (the “Contract”) between the Virginia Information Technologies Agency (“VITA”), on behalf of the *Commonwealth of Virginia* (“Commonwealth”), and Mac Business Solutions (the “Contractor” or the “Supplier”), having its principal place of business at 9057 Gaither Road, Gaithersburg, MD 20877. This Contract contains the contractual terms and conditions by which the Commonwealth and Contractor will establish the Contract for the use by all public bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, hereinafter collectively referred to as “Authorized Users,” or “Purchasers” to acquire Products and Apple Products, both as defined herein, pursuant to the terms herein and for use by the Authorized Users. Authorized Users and the Commonwealth may each be referred to as “Purchaser” herein, provided, however that the Commonwealth and Contractor agree that Authorized Users are not intended third party beneficiaries of this Contract. Notwithstanding anything that may be construed to the contrary, the parties agree that the scope of this Contract does not include or extend to professional services. To the extent, if any, that the Commonwealth and/or any Authorized Users desire to purchase professional services from Contractor, they may do so by means of a separate agreement.

2. INTERPRETATION OF AGREEMENT

As used in this Contract,

“Apple Products” means hardware and software products manufactured, distributed or licensed (“sold”) under the Apple Inc. brand name, that an Authorized User has paid to acquire (or license) from Contractor for its own use but excluding any Apple-branded software that Contractor distributes free-of-charge, third party-branded hardware components, third party-branded component technology, third party open source software or freeware and all other third party-branded products, copies of which may be found at <http://www.apple.com>.

“Products” means Services and hardware and software products, including Apple Products, that may be sold by Contractor to an Authorized User for its own use. “Services” mean, collectively, the standard, price-listed service, support, including configuration or installation, and/or training products sold under the Apple Inc. brand name that an Authorized User has paid to acquire, provided, however, that in no event shall professional services or consulting services be included under this Contract or within the meaning of Services.

The documents comprising this Contract, and their order of precedence in case of conflict, are: this document, Exhibit E, Exhibit B, Exhibit C and Attachment A. The foregoing documents represent the complete and final agreement between VITA, on behalf of the Commonwealth and Authorized Users and Contractor with respect to the subject matter of this Contract, and shall supersede all prior agreements and understandings between the parties hereto, whether written or oral.

If a term or condition of this Contract is found by a court of competent jurisdiction to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected. Notwithstanding the foregoing in this Section, Authorized User's use, as an end user, of the Products shall be subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright and other intellectual property, federal and state laws of the United States.

3. EXPORT COMPLIANCE

All Products and Services sold under this Agreement are subject to all applicable laws, regulations, orders and other limitations on the export and re-export of commodities, technical data and software. **PURCHASERS SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE EXPORT AND REEXPORT CONTROL RULES AND** further agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States, or any other relevant national government authority; or (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States; (iv) to any person or firm on the U.S. Department of Commerce's Table of Denial Orders or Entities list, or U.S. Treasury Department's list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license.

4. PRICING AND DISCOUNTS

Contract price will be determined by taking the appropriate contract discount and applying it to the price found on the Contractor's then current published Index Price List, as identified herein. Discounts must remain fixed.

Purchaser acknowledges that Contractor does not provide service CIP or repair pricing on a Contractor price list; Contractor will quote current pricing for any such CIPs or repairs to Purchaser prior to processing any purchase order, and Purchaser will have the option to either accept or decline the quoted prices. In the event Purchaser accepts the quoted pricing, Contractor will process the purchase order under the terms of this Contract; should Purchaser decline the quoted prices, Contractor will not process the purchase order. Contractor will charge for any fees due from Purchaser by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar statutes in other states. Contractor reserves the right to change the Authorized Apple Price Lists and the purchaser's credit terms at any time.

All shipping costs are the Contractor's responsibility except to the extent such charges are identified in the Pricing Exhibit, or as noted in any executed order referencing this Contract.

5. ORDERS

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

1. Request for Quote Order Method: Authorized Users (AU) will request a written price quotation from Contractor, who will respond promptly with a written price quotation, which

references the Contract Number. The AU will attach the quote to an eVA Requisition, Purchase Order or other ordering document, which references the Contractor's written quotation and the Contract Number.

2. Purchase Order: An official Purchase Order form issued by an Authorized User.
3. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

Contractor may refuse any provisions in purchase orders, invoices or similar documents that are different than or additional to the terms of this Contract, and such refused provisions will be unenforceable. Further, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Contractor 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, Contractor 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 VITA IS THE AUTHORIZED USER.

Upon Purchaser's receipt of an order confirmation (including estimated shipment date), Purchaser may cancel the order at any time prior to shipment of Products with written notice to Contractor.

Contractor will provide Purchaser a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs. Contractor shall accept all orders for Products other than finished good orders, service orders and mail-in or on-site repair orders.

6. SHIPPING AND DELIVERY

All shipments shall be made FOB Destination.

Unless Purchaser notifies Contractor otherwise, Contractor may make partial shipments of Purchaser's order. Contractor will not be liable for any failure to ship complete orders. Contractor will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Purchaser.

The Contractor shall use commercially reasonable efforts to deliver the Products within thirty (30) calendar days after Contractor's acceptance of the order, except in the case of a Force Majeure event as defined herein, or Contractor's suspension of delivery due to Purchaser's payment default as described herein, or if Contractor cancels the order before shipment as permitted herein.

7. INVOICING

All goods or services provided under this Contract, or any purchase order issued hereunder, shall be billed by the Contractor at Contractor's then-current published list price in effect on the date Purchaser's order is accepted by Contractor and shall reflect the contractually agreed to discounts.

Purchaser will be invoiced separately for each partial shipment Contractor shall remit each invoice

upon shipment to the Purchaser to the “bill to” address provided with the order. No invoice shall include any costs other than those identified in the executed order. Contractor shall issue invoices, identifying at a minimum, the components listed below.

1. this Contract number
2. the purchase order number
3. Contractor’s Federal Employer Identification Number (FEIN)
4. manufacturer's product number
5. Product serial number, if any
6. Product description
7. price per unit
8. quantities of merchandise
9. extended price
10. date ordered
11. ship date
12. ship-to address

Any credits due any Purchaser under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

Any terms included on Contractor’s invoice shall have no force or effect and will in no way bind VITA or any Purchaser.

8. PAYMENT

Authorized User will pay all invoices net thirty (30) calendar days after the date of invoice. Any payment terms requiring payment in less than thirty (30) calendar days will be regarded as requiring payment thirty (30) calendar days after the date of the invoice. This shall not affect offers of discounts for payment in less than thirty (30) calendar days, however.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of submission in all cases where payment is made electronically.

9. TITLE AND RISK OF LOSS OR DAMAGE

Title and risk of loss to all Products will pass to Purchaser upon delivery of the Products. When shipping pursuant to Contractor’s standard practices Contractor will replace Products returned due to damage in transit or that are lost in transit. If Purchaser provides Contractor with specific shipping instructions, then Contractor will use commercially reasonable efforts to ship such orders according to Purchaser’s instructions. Shipping charges for orders shipped under Purchaser’s instructions will be added to Contractor’s invoice. When not shipping Products pursuant to Contractor’s standard practices but instead shipping via a carrier selected by Purchaser, Contractor will not issue credits or replace Products returned due to damage in transit or that are lost in transit.

10. ASSIGNMENT OF CONTRACT

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. 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 the Parties 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.

11. MODIFICATIONS, WAIVER AND SEVERABILITY

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. If a court of competent jurisdiction holds that any provision of this Contract is invalid or unenforceable, the remaining portions of this Contract will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Contract.

12. TAXES

Sales to the Commonwealth are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. VITA's excise tax exemption registration number is 54-73-0076K. Notwithstanding, any applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Purchaser. Proof of sales and use tax-exempt status must be on file with Contractor for any order to be treated as a tax-exempt transaction.

13. FORCE MAJEURE

A party shall not be in breach of this Contract if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of such party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Authorized Users will pay all outstanding sums owed at the time of any cancellation due to breach. In no event shall any failure by either party to exercise any remedy available to it be construed as a waiver or consent to any breach.

14. CONTRACTOR, WARRANTIES

- A. For OEM: Contractor warrants that it is the owner of the Products. For resellers: Contractor warrants that it has the right to provide the Products to Authorized Users.
- B. Contractor warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Contractor has no constructive or actual knowledge of a potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

- C. The sole warranty for Apple Product, if any, purchased under this Contract shall be Contractor's standard Limited Warranty as set forth in the documentation that accompanies each Apple Product, a copy of which may be found at <http://www.apple.com/legal/warranty/>.
- D. All Products, other than Apple Product, are sold "as is" and without warranty or support from Contractor, but may be accompanied by a manufacturer's warranty, as more particularly provided in any warranty documentation that accompanies such Products.
- E. THE PARTIES AGREE THAT ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR AS TO THE PRODUCTS, SERVICES, MATERIALS, DOCUMENTS, INFORMATION AND LABOR FURNISHED BY CONTRACTOR PURSUANT TO THIS CONTRACT. IN ADDITION, NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS OBLIGATING CONTRACTOR TO PROVIDE ANY WARRANTY-RELATED FULFILLMENT OR SUPPORT FOR ANY THIRD PARTY-BRANDED PRODUCTS.

15. INDEMNIFICATION

A. Subject to the exceptions in (C) below and compliance with the notice and defense provisions in (B) below, Contractor shall defend the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from any third party lawsuits alleging: (i) an Apple Product that the Commonwealth has paid to acquire from Contractor under this Contract infringes a U.S. patent, copyright or trademark of such third party, or (ii) personal injury, death, or tangible property damage suffered by such third party or a then-current employee of the Commonwealth was caused by the gross negligence or willful misconduct of Contractor during the course of Contractor's performance of the Contract (each a "Claim"). This Section (A) shall not be construed to bar any legal remedies the Contractor may have with respect to the Commonwealth's Indemnified Parties' failure to fulfill its obligations pursuant to this Contract. Section A shall also not be construed to bar any legal remedies that the Commonwealth's Indemnified Parties may have available under law for Contractor's failure to fulfill its obligations pursuant to this Contract.

B. To qualify for such defense, either party shall promptly notify the other party in writing of any such Claim of which the Contractor or the Commonwealth's Indemnified Parties become aware which may give rise to a right of defense pursuant to this Section. Notice of any Claim must be provided to the other party within thirty (30) calendar days of the either party first learning of such Claim.. Any rejection by the Commonwealth's Indemnified Parties of offering sole control of the defense of the Claim to Contractor will not be unreasonably withheld. Contractor, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions necessary to completely and finally resolve the Claim by settlement or compromise. Upon acceptance of tender, the Commonwealth's Indemnified Parties will cooperate with Contractor with respect to such defense and settlement. If a Claim is settled then, to the extent permitted by applicable law, the Commonwealth's Indemnified Parties will not publicize the settlement. The Commonwealth's Indemnified Parties' obligations under this Section are subject to Sections 2.2-510 and -514 of the *Code of Virginia*.

C. Notwithstanding anything to the contrary contained herein, the Commonwealth's Indemnified Parties agree that the Contractor has no obligation for any Claim arising out of, resulting from or related to: (i) the acts, omissions, negligence or misconduct of the Commonwealth's Indemnified Parties, any employee(s) of the Commonwealth, (ii) any modification of the Apple Product(s) if

such infringement would have been avoided by the use of the applicable Apple Products without such modifications, (iii) the combination, operation or use of the Apple Products with non-Apple branded Products or other non-Apple-provided software, data or documentation if such infringement would have been avoided by the use of the applicable Apple Products without combination with such non-Apple branded Products or other non-Apple-provided programs, data or documentation, unless such combination was contemplated by the documentation, or (iv) use of any Apple Product consisting of software in a manner not authorized under the applicable Apple end user license agreement (the "EULA").

D. In the event of any Claim, Contractor shall have the right, but not the obligation, to do any of the following at its sole option: (i) procure, at its own expense, the right for the Authorized User to continue using the allegedly infringing Apple Product, (ii) replace or modify such Apple Product with functionally equivalent materials so that they become non-infringing or (iii) refund the Authorized User the amount that the Authorized User paid to Contractor for the allegedly infringing Apple Product.

E. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING SHALL CONSTITUTE THE COMMONWEALTH'S SOLE REMEDY AND CONTRACTOR'S SOLE AND EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS.

16. NON-APPROPRIATION

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its 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.

17. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

18. TERM

This Contract shall take effect on the date of its final execution by both parties, and shall continue in full force for one (1) year ("Initial Term"). This Contract may be renewed by mutual, written consent for four (4) additional one (1) year periods. VITA will issue a written request for renewal to the Contractor stating its intent to renew no less than thirty (30) calendar days prior to the expiration of any current Term.

The provisions of this Contract regarding Software, Disposition of Software, Export Compliance, Warranty, Liability and Indemnification shall survive the expiration or termination of this Contract.

19. 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, Supplier's liability shall be limited to

twice the aggregate value of the Products and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

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

20. SITE PREPARATION

Product environmental specifications, if deemed required in Contractor's reasonable discretion, for the Products to be delivered under this Contract shall be furnished in writing by the Contractor prior to purchase. These specifications shall be in such detail to ensure that the Products to be installed shall operate efficiently from the point of view of environment.

The Authorized User shall prepare the site at its own expense and in accordance with the Product environmental specifications provided by the Contractor.

21. 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 for convenience an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

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

Contractor may not terminate this Contract.

23. COMPLIANCE WITH FEDERAL LOBBYING ACT

Contractor shall not, in connection with this Contract, engage in any activity prohibited by 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"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

24. SALES REPORTING, IFA PAYMENTS AND SMALL BUSIENSS SUBCONTRACTING REPORTING

Contractor is required to submit to VITA the following monthly reports and industrial funding adjustment (IFA) payments:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>

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

25. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor provides any goods or services that are supplied by another party for any goods or configuration, installation or training services, the Contractor agrees to act as prime contractor for the procurement and maintenance of those third party goods or services and shall be the sole point of contact with regard to all obligations under this Contract.

26. TYPE OF CONTRACT

This is an indefinite delivery, indefinite quantity, non-exclusive requirements Contract.

27. AUTHORIZED USER'S RESPONSIBILITIES DURING WARRANTY

A. During any term of Warranty, the Authorized User shall not perform or attempt repairs to the Products except as authorized in advance by the Contractor.

B. The Authorized User shall permit access to the Product(s) which is to be maintained, subject to the installation site's reasonable security regulations.

C. The Authorized User may provide storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel.

D. The Authorized User shall maintain the site in accordance with the Product environmental specifications (if any) furnished by the Contractor.

28. DISPOSITION OF SOFTWARE

Unless otherwise instructed by the Contractor, the Authorized User shall erase, destroy or otherwise render unusable any software component of a Product within thirty (30) calendar days from the date of termination of the applicable license for any reason. A letter certifying this destruction shall be sent to the Contractor as soon as this process is completed. The Authorized User shall have the right to retain one copy for archival purposes.

29. SOFTWARE

A. Licensing with the Commonwealth. 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. Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. Apple-Branded Software. Unless the Authorized User has obtained Contractor's prior written consent, in addition to any obligations or restrictions set forth in any license that may accompany a Product, Authorized User shall not copy the software, except to back up or for archival purposes, and shall promptly affix to any such copy the same proprietary and copyrights notices as were affixed to the original. Authorized User shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form.

C. Third-Party Software. If required, any software other than Apple Product consisting of software, regardless of whether or not such software is acquired or licensed pursuant to this Contract shall be defined as "Third Party Software." In the event the Authorized User wishes Contractor to install and/or image or create an image of any Third Party Software on Apple Products pursuant to this Contract, the Authorized User will execute Apple's standard Software Installation Waiver.

D. Use of Technical Data. Nothing contained herein shall be construed to restrict or limit the Authorized User's rights to use any technical data which the Authorized User may already possess or acquire under proper authorization from other sources.

30. INCORPORATED CONTRACTUAL PROVISIONS

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

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

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

incorporated by reference:

http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

The terms and conditions in the document posted to the aforereferenced 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.

The duly authorized representatives of the parties execute this Contract as of the dates stated. This Contract may be executed in one or more counterparts (including by email or facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument. PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

EXHIBIT B
State Corporation Commission Form

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

X is a corporation or other business entity with the following SCC identification number:
F1785361 -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):

EXHIBIT 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: Sonny Tohan

Organization: Mac Business Solutions, Inc.

Date: 4/23/2012