



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HARDWARE AND MAINTENANCE CONTRACTS

Mandatory Use Contract for Executive Branch Agencies; Optional Use Contract for all other Public Bodies.

Date: July 24, 2014

Contract #: VA-140331-CDWG

Authorized User: Authorized User (AU): All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Also includes 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>.

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FIN: 36-4230110

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Term: March 31, 2016 – March 30, 2017

Payment: Net 30 days

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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://vita2.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

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February 25, 2016

Jamie Jusino
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Mr. Jusino,

Per Section 3.A. ("Term and Termination") of contract VA-140331-CDWG, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from March 31, 2016 through March 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

**MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-140331-CDWG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CDW GOVERNMENT INC.**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-140331-CDWG

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

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 4.
"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>
2. Add to the definition of "Product Acceptance" in Section 4 Subsection E on Contract Page 8.
"If the authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
3. Add to the definition of "SOFTWARE LICENSE" in Section 9 on Contract Page 17.
"If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution, the license shall be held by that private institution."
4. Add to the definition of "Indemnification" in Section 15 Subsection A on Contract Page 23.
"In the event of settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
5. Add to the definition of "Dispute Resolution" in Section 18 Subsection E on Contract Page 26.
"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-140331-CDWG by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

CDW GOVERNMENT LLC

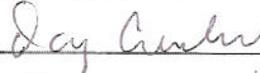
BY: 

NAME: Amanda Ewertowski

TITLE: Sr. Program Manager

DATE: 07/22/2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Day Crossin

TITLE: VITA-Source mgmt

DATE: 7/24/14



Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

CDW GOVERNMENT LLC

**HARDWARE AND MAINTENANCE CONTRACT
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HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and CDW Government LLC ("Supplier"), a corporation headquartered at 230 N. Milwaukee Ave Vernon Hills IL 60061, to be effective as of March 31, 2014 ("Effective Date").

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase of personal computer devices, servers, peripherals and related accessories/supplies, Services and Maintenance to Authorized Users of this Contract.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of completed and successful acceptance testing in conformance with the Requirements as determined by the Authorized User..

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

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.

D. Confidential Information

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

E. Maintenance Level

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

F. Maintenance Coverage Period (MCP)

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

G. Maintenance Services (or Maintenance)

Those Services, preventive and remedial, performed by Supplier at Authorized User's request in order to ensure continued operation of the Product. Maintenance Services shall include support services.

H. Operating Condition

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product manufacturer.

I. Party

Supplier, VITA, or any Authorized User.

J. Product

Hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit C provided pursuant to this Contract.

K. Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct "ship to" location.

L. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product as set forth in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties.[Note: In case of conflict, see the entire contract clause for order of precedence.]

M. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance and the time Supplier commences repair of the Product.

N. Service

Any Product-related work performed or service provided, including certain Maintenance Services or other services for the Product and provision to the Authorized User of any deliverable, by Supplier under this Contract.

O. Software Publisher

The licensor of the System Software provided by Supplier under this Contract.

P. Supplier

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

Q. System Software

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

3. TERM AND TERMINATION

A. Contract Term

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

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order 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.

C. Termination for Breach or Default

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

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

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

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Products or certain Maintenance or other Services accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Products or services that were not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Product or services, including certain Maintenance Services, and all costs of de-installation and return of the Products shall be borne by Supplier.

F. Transition of Services

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

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives

for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. DELIVERY, INSTALLATION AND ACCEPTANCE

A. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address specified in the applicable order. For orders for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Receipt by the Authorized User. For orders for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title to Product, excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall result in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one-half percent (1/2) of the total purchase price, for each day that the Product is undelivered or unoperational for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, the Authorized User

may immediately cancel the order. Any credit due the Authorized User will be applied to the next periodic invoice.

In addition, in the event the Supplier fails for any reason to deliver within thirty-five (35) days of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User 's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

C. Product Trade-in and Upgrade

Trade-in options are dependent on manufacturer programs. Upon request by the authorized user, supplier shall provide additional information available on trade-in and upgrade options.

D. Product Installation

Unless otherwise agreed, Supplier shall not provide the initial installation of any Product unless otherwise indicated. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

E. Product Acceptance

Product shall be deemed accepted upon Acceptance by the ordering Authorized User. Such Authorized User shall commence Acceptance testing within five (5) days upon Receipt/installation of the Product. Acceptance testing will be no longer than ten (10) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts <http://www.doa.virginia.gov/>, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within fifteen (15) days following Receipt, the Product(s) shall be deemed to successfully operate in accordance with the Requirements.

F. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product for re-testing within seven (7) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product with an equitable adjustment in the price to account for such deficiency; or (iii)

conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product and any Services to be provided thereunder by Supplier.

G. Product Discontinuation

During the term of this Contract, if any Product listed on Exhibit C is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product, continue to meet such Authorized User's needs for the discontinued Product for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

5. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third Party Support

1. Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit C, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product.

2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit C, such price not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier. In addition, Supplier agrees to sell Product, as set forth in Exhibit C attached hereto, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit C, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

B. Engineering Changes and Product Modification

For each Authorized User that purchased Product, Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product ninety (90) days prior to incorporation, when available from the manufacturer. All engineering changes which affect the safety of the Product ("Safety Changes") or the ability of the Product to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes within thirty (30) days after issuance of the engineering change order by the Product manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive/pre-approve all other engineering changes planned by Supplier on the Product delivered or planned for delivery to the Authorized User.

C. Training

On each opportunity Supplier agrees to quote the applicable costs for the training of one trainer, through SOWs, at the ordering Authorized User's designated location on the use and operation of the Product, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

D. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D hereto for each Product type ordered by an Authorized User, for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

E. Inventory Record

For certain Products specified by Supplier. Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification, Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product. Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

F. Product Service Record

Supplier shall maintain, at no additional cost and to the extent provided by the manufacturer, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

G. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and (iii) cabling, if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit C.

Furthermore, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

6. WARRANTY AND REMEDY

A. Supplier

Supplier shall perform its obligations hereunder in accordance with the highest professional duty of care.

B. Ownership

Supplier is the owner of the Product or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

C. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could materially adversely affect performance of this Contract, and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

D. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than five (5) years.

E. Product

Supplier warrants the following with respect to the Product:

- i). Product pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ), shall be a bona fide article of the type specified in this Contract and in the applicable order;
- ii). Upon delivery, the Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed as provided by the manufacturer;
- iii). Each Product delivered hereunder shall function in conformance with the Product specifications;

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- iv). No engineering change made to the Product or System Software revisions shall degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;
 - v). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
 - vi). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

F. Performance Standards and Mean Time Between Failure

For a period of five (5) years following acceptance of the Product by an Authorized User, Supplier warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as the standards set forth in Exhibit B. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth herein, Supplier shall pay for any and all additional repairs, parts and labor required to bring Product to the appropriate level set forth in Exhibit B, including the cost to retrofit the entire installed Product base. If Supplier fails to so modify or replace the Product so as to achieve the MTBF standards within thirty (30) days, the Authorized User may, at its option, return such Product and receive a full refund during the Product warranty period, or if the warranty has expired, receive a straight line pro-rated refund, by year thereafter for the five (5) year period following installation of the Product.

G. Warranty Services

During the warranty periods described in Exhibit D or as specified in the applicable order, Supplier warrants that the Product shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

1. Product Covered

Exhibit C lists all Product types covered under warranty.

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

4. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

5. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

6. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit D.

7. On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in Exhibit D.

8. System Software Warranty

As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

b) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

c) Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit D.

d) Software Evolution

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

Subject to the terms of the manufacturer's end user license agreement, if Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

Subject to the terms of the manufacturer's end user license agreement, if Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the

older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

9. Escalation Procedures

For any warranty issues, the authorized user should contact the manufacturer or software publisher. Authorized users may also contact their CDW•G Account Manager for assistance or instruction on who to contact for warranty escalations.

10. Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

11. Product Maintenance Services and Renewal Options

At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit C. Supplier warrants that it shall make Maintenance Services available for all the Product, including System Software, listed in Exhibit C, or which are components of Products listed in Exhibit C, for a period of at least five (5) years from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

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

7. MAINTENANCE SERVICES

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit C without additional charge to maintain the Product in accordance with the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

A. Ordering

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

Product and, if applicable, serial number, for which Maintenance Services shall be provided,

Maintenance Level to be provided, and

MCP for the Product Maintenance.

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

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

Co-termination of MCP, to be determined based on Supplier's proposal.

B. Renewal

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

C. Services

Maintenance Services shall be as follows:

1. Product Covered

Exhibit C lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

4. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

5. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

6. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit D.

7. Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit D.

8. On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit D.

9. System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

b) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

c) Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit D.

d) Software Evolution

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

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

10. Escalation Procedures

Should the authorized user be unhappy with its assigned CDW•G Account Manager, he/she may escalate to the CDW•G Sales Manager and request corrections or changes to the account assignment.

11. Remedies

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

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

8. SCOPE OF USE

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

9. SOFTWARE LICENSE

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.

A. License Grant

Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use, and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that "perpetual" license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

B. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the

Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product to which the Commonwealth or such Authorized User has taken title.

C. Business Continuity and Recovery

Authorized User or its Agent may run the System Software concurrently at a back-up site. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

D. Authorized User Compliance

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.

E. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

10. ORDERS AND COMPENSATION

A. Supplier Quote and Request for Quote

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

In cases where the RFQ process is invoked, the Authorized User will issue an RFQ describing its requirements to potential suppliers, and suppliers will provide, at their discretion, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote submitted to the Authorized User as a result of this process shall include (a) a detailed description of each item proposed, at the Exhibit C line item level, (b) the quantity of each such item, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended/total price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process shall be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications. Additional

terms and conditions may be requested or mandated within the RFQ document. To the extent that any terms and conditions of the Authorized User are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract shall supersede.

B. Orders

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

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

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

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

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

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

C. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof) and for warranty services and Maintenance Services, and the appropriate Commonwealth discounts. Prices for Product shall not increase and the discounts shall not decrease for a period of not less than two (2) years from the Effective Date of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the expenditure category "Information technology, hardware and services" as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Semi-annually, VITA may check the prices for Product against the CPI-U, as defined above, for the expenditure category "Information technology, hardware and services", and the prices in Exhibit C shall be appropriately reduced to ensure continued price competitiveness, if required. Supplier agrees to offer Product price reductions to ensure compliance with the Competitive Pricing Section.

D. Supplier-Sponsored Product Promotions

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

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

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

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

E. Invoice Procedure

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Products or Services have been accepted. Payment for Maintenance Services shall be annually in arrears unless otherwise stated herein. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit C, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Product or Service type and description
- ii). Product serial number, if any
- iii). Quantity, charge and extended pricing for each Product and/or Service item
- iv). Applicable order date
- v). Ship date
- vi). Ship-to location contact name
- vii). This Contract number and the applicable order number
- viii). Supplier's Federal Employer Identification Number (FEIN).

Supplier shall submit separate invoices for the Maintenance charges (detailing the Product types and quantities by Authorized User site), for billable additional services, and for any installation services, including the appropriate Product Service Record or other agreed upon written instrument. Additional invoices may be required by Authorized User from time to time detailing charges for Product at affiliate locations by corporate department.

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

F. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges for Product or Services accepted

more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

Product shipped without the applicable Documentation may not meet Acceptance criteria, and payment shall not be due until after the required Documentation is provided.

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

G. Universal Service Fund

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

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

11. REPORTING

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

- Report of Sales; and
- Small Business Subcontracting Report

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

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

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

12. STEERING COMMITTEE

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

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

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

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

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

13. COMPETITIVE PRICING

Subject to applicable law and competitive market consideration, Supplier represents that it will use reasonable commercial efforts to offer prices for products herein that are competitive with the prices offered by Supplier to other similarly situated customers under the same terms and conditions for purchase of a comparable volume of the same products from Supplier. .

14. CONFIDENTIALITY

A. Treatment and Protection

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

B. Exclusions

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

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

C. Return or Destruction

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

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

15. INDEMNIFICATION AND LIABILITY

A. Indemnification

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

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

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

B. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations. **THE ENTIRE LIABILITY OF SUPPLIER AND ITS AFFILIATES FOR CONTRACTUAL DAMAGES WILL NOT EXCEED THE GREATER OF: (A) TWICE THE DOLLAR AMOUNT PAID BY THE AUTHORIZED USER FOR**

EITHER THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM; OR (B) \$100,000.00.

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.

16. SECURITY COMPLIANCE

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

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

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

17. BANKRUPTCY

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

18. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

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

B. Incorporated Contractual Provisions

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

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

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf

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

C. Compliance with the Federal Lobbying Act.

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

D. Governing Law

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

E. Dispute Resolution

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

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

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

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

F. Advertising and Use of Proprietary Marks

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

G. Notices

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

VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

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

H. No Waiver

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

I. Assignment

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

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

J. Captions

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

K. Severability

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

L. Survival

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance provisions herein, shall continue in effect through termination of the Maintenance Services ordered pursuant to the Maintenance provisions herein.

M. Force Majeure

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

N. Remedies

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

O. Right to Audit

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

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

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

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of VITA who has substantially worked on any project covered by this Contract without prior written consent.

Q. Contract Administration

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

R. Entire Contract

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

- Exhibit A Request for Proposal
- Exhibit B N/A
- Exhibit C Prices, Fees, Service Charges and Payment Schedule
- Exhibit D Warranty and Maintenance Descriptions
- Exhibit E N/A
- Exhibit F Certification Regarding Lobbying
- Exhibit G Statement of Work (SOW)
- Exhibit H Awarded Manufacturer/Categories

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

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

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

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

CDW Government LLC

By: Tara K. Barbieri
(Signature)

Name: Tara K. Barbieri
(Print)

Title: Director, Program Sales

Date: 03/13/2014

Address for Notice:

CDW Government LLC
2 Corporate Drive, Ste. 800
Shelton, CT 06484
Attention: Tara Barbieri

VITA

By: Samuel A. Nixon, Jr.
(Signature)

Name: SAMUEL A. NIXON, JR
(Print)

Title: CHIEF INFORMATION OFFICER

Date: 03-18-2014

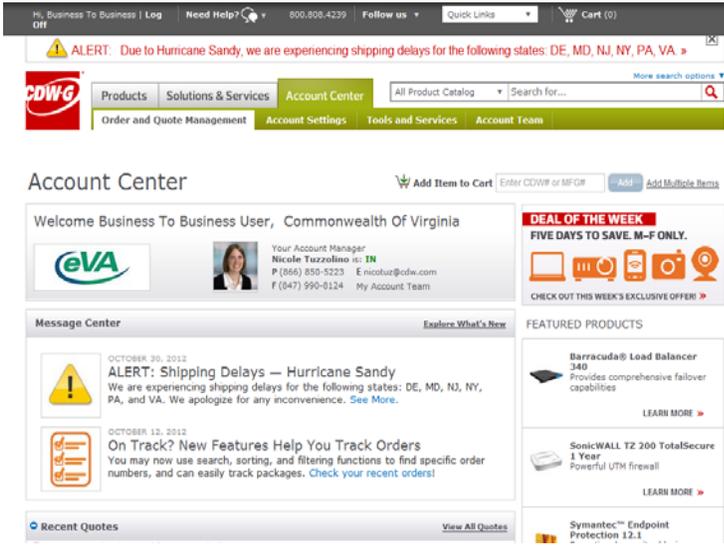
Address for Notice:

11751 Meadowville Lane
Chester VA 23836
Attention: Contract Administrator

DETAILED DESCRIPTION OF PROPOSED SOLUTIONS

| GENERAL | | |
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| Requirement | Y/N/F | Description |
| <p>You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.</p> | <p>N/A</p> | |
| <p>Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.</p> | <p>Y</p> | <p>CDW•G has a proud history of sales force training. Account Managers participate in more than 165 hours of skill development during their first year at CDW•G. In each subsequent year, Account Managers participate in more than 140 hours of skill development. Included in this training is regular new product and technology training from our manufacturer partners, an average of 4-8 hours a month.</p> |
| <p>Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.</p> | <p>Y</p> | <p>We utilize a number of avenues to keep contract purchasers informed of available contracts. Our marketing efforts that generate the highest sales include teleprospecting and Events and Webinars. These are the avenues we will rely on to market and promote this contract.</p> <p>CDW•G's marketing and sales coordination includes more than just glossy marketing flyers. We know customers are more likely to respond to live contact, and therefore focus our marketing campaign on this mindset, complimented by publications and advertisement. We work with our partners to keep our account managers trained on our available contracts. Often, when a CDW•G customer utilizes the State's various contracts, it is a direct result of their Account Manager informing them of the benefits of the agreement.</p> <p>Additionally, as part of our internal Sales Enablement drive, CDW•G initiated a quarterly "PLAY" campaign, which targets low spend member accounts. This campaign, is developed and maintained internally by a team of CDW•G leaders from sales enablement, product partner management,</p> <div style="text-align: right;"> <p>SALES BY LEAD ACTIVITY</p> <ul style="list-style-type: none"> Teleprospecting Events and Webinars Content Syndication Partner Leads CDW Loyalty Survey Red Carpets CDW.com </div> |

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| | | <p>sales, business intelligence, and marketing. The program provides Account Managers insight to the specific contract benefits to their targeted customers. Information Account Managers are armed with includes an overview of the customer target; the contract details to discuss; a guide on how to create the conversation, including how to start the conversation, talking points, qualifying questions, and overcoming objectives; a product guide; supporting documents; and a contact list of subject matter experts and internal resources who can provide assistance. This campaign resulted in hundreds of millions of increased sales for the company in 2012.</p> |
| <p>Does your proposed solution include a restocking fee on returned equipment? Please provide details.</p> | <p>N</p> | <p>CDW•G will not charge a restocking fee for this contract. Most defective products will be accepted directly by CDW•G for credit, replacement, exchange, or repair at CDW•G's discretion, within thirty (30) days from invoice date.</p> <p>*For additional information see CDW•G's full Product Return Policy at the following link: http://webojects.cdw.com/webojects/docs/PDFs/Return_Policy.pdf</p> <p>*Please note that CDW•G will not be charging VITA a restocking fee for this contract.</p> |
| <p>Has your company won any awards or recognition in any of the categories that you are proposing a solution to? If so, please describe.</p> | <p>Y</p> | <p>As a testament to our dedication to customer service, CDW•G has won a number of awards and recognitions encompassing customer service as part of the evaluation criteria. These include:</p> <p>Cisco Awards: 2012 Awards</p> <ul style="list-style-type: none"> • Global Partner of the Year – Americas • Americas Partner of the Year – Commercial • Americas Partner of the Year – Public Sector • U.S. Nationals Architectural Excellence – Collaboration • U.S. Public Sector Partner of the Year • U.S./Canada Central Area Partner of the Year • U.S./Canada Central Cisco Capital Partner of the Year • U.S./Canada East Commercial Partner of the Year • U.S. Canada West Architectural Excellence – Borderless Networks <p>Lenovo Awards:</p> <ul style="list-style-type: none"> • Lenovo was CDW•G's Diamond Partner of the Year in 2011 <p>Panasonic Awards:</p> <ul style="list-style-type: none"> • 2010 Top Healthcare Partner • 2008 Top State and Local Partner <p>For more information on the awards CDW•G has received, please visit: http://www.cdwnewsroom.com/category/awards-recognition/?cm_sp=Footer-_-HowWeDoIt-_-Awards</p> |
| <p>Does your organization participate in any type of governmental conferences that allows you to promote government contracts that have</p> | <p>Y</p> | <p>In 2013, CDW•G's schedule includes over 100 regional and nearly as many national events. Some of the larger events we have committed to attending are included on the following site: http://www.aboutcdw.com/tradeshows-and-events/</p> <p>For the interest of VITA and this solicitation, CDW•G annually attends COVITS (Commonwealth of Virginia Innovative Technology Symposium) and participated this past September 9-10th, 2013.</p> |

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| <p>been awarded to your organization? If so, please explain.</p> | | |
| <p>Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. (http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm)</p> | <p>Y</p> | <p>CDW•G is set up for both cxml punch-out and OCI roundtrip as well as cxml ordering and invoicing. When CDW•G accepts an order via punch-out, we automatically send an order acknowledgement back to the buyer's procurement application. Order status and payment status are available at CDWG.com or through an additional punch-out session.</p>  |
| <p>Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain</p> | <p>Y</p> | <p>Authorized users can view CDW•G's Extranet and view real time information. Users have Extranet access 24 hours per day, 7 days per week, 365 days a year.</p> <p>One of the essential functions of your account team is to make users aware of the availability of a given product or product line. Using powerful proprietary tools, each account manager has complete visibility in real time to our distribution centers. Your account team also has visibility into our distribution partners' warehouses through EDI feeds updated at least twice daily. As part of their value-added service, your account team will make every attempt to substitute products that will help you achieve the same business results.</p> |

| REPORTS | | |
|--|----------|---|
| Requirement | Y/N/F | Description |
| <p>Does your proposed solution offer quarterly reports to Authorized Users detailing products that have been placed in any of their locations? If so, please provide details and examples.</p> | <p>Y</p> | <p>In addition to the ad hoc reports available through your CDW•G Extranet, VITA's dedicated Deputy Program Manager, Yolanda Blomquist, can provide your organization with purchase summary reports on a quarterly basis. These reports can help to lighten the administrative burdens associated with the management of your purchasing throughout the year. Not only will they empower VITA users to more effectively forecast your budget and keep track of your IT assets, they will also help you to better understand the purchasing trends of your organization as a whole. The data fields available in these reports include, but are not limited to:</p> <ul style="list-style-type: none"> • Product name • Item description • Part number • Cost per unit |

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| <p>notification or next business day? If so, please explain.</p> | | <p>HP: Details on HP's standard warranty terms can be found at the following link. http://h40059.www4.hp.com/warranty/support/tc.php</p> <p>Lenovo: Lenovo's proposed solution includes systems with on-site and depot service. For those entitled to on-site, technicians will be launched when a determination is made that the issue cannot be resolved remotely or through the shipment of self-service components (CRUs). Determination must be made by 3:00 pm to meet the cut-off time for shipment of available service parts. Once parts are ordered our goal is to have the technician and parts arrive by the end of the next business day.</p> <p>Panasonic: This depends on the level of warranty that CDW•G sells. Panasonic's service desk is available 24/7/365. If onsite service is requested, their SLA is by next business day. CDW•G must use third party options if Onsite service is required within 8 hours.</p> |
| <p>Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.</p> | <p>Y</p> | <p>Acer: Yes, Acer complies with this requirement.</p> <p>Cisco: Yes, Cisco provides up to 24x7x4 hour support.</p> <p>HP: Details on HP's level of support can be found at the following link. http://h40059.www4.hp.com/warranty/support/tc.php</p> <p>Lenovo: VITA's Hardware Contact Center Support Lenovo provides technical support through the VITA Contact Center support organization which offers both telephone and Internet technical support to Lenovo VITAs worldwide. Over 1,700 technical specialists provide support for Lenovo hardware. The VITA Contact Center can assist VITA with hardware problem isolation to determine if warranty service or parts exchange is required. The VITA Contact Center can order replacement parts and assist in dispatching repair technicians to your locations. Our VITA Contact Centers are available in North America 24 hours a day, seven days a week, excluding Holidays*.</p> <p>The latest telephony technology integrated with call routing and call management applications helps to provide shorter wait times for VITAs and provides VITA call history information to support specialists with each call. Advanced technological links allow these call centers to share information and solutions worldwide. This standardization gives Lenovo the ability to change the routing of VITA Contact Center calls transparently to the VITA; minimizing hold times, increasing VITA satisfaction and providing coverage during emergency situations or natural disasters.</p> <p>The most current list of Lenovo support phone numbers can be found at the following website: www.lenovo.com/support/phone. Lenovo does not provide software support.</p> <p>Panasonic: Yes, if reselling a Panasonic service.</p> |
| <p>If your proposed solution does not include qualified technicians to service devices being proposed, please explain how your company will ensure that those devices are serviced in accordance with the warranties listed in Exhibit C.</p> | <p>Y</p> | <p>All identified models within CDW•G's response are accompanied with a service warranty that meets the requirements of VITA's RFP.</p> |

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| <p>Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.</p> | <p>Y</p> | <p>See Appendix A under the Contracts tab for Service Level Agreements.</p> |
| <p>For suppliers responding to the Server Category, does your firm have qualified technicians to perform services such as installation, configurations, data migrations, etc. If so, please explain and for those not responding to the Server Category, please respond with N/A in column B.</p> | <p>Y</p> | <p>Cisco: Yes, CDW•G offers full implementation and installation services for Cisco servers.</p> <p>Lenovo: Lenovo can provide resources for qualified technicians, engineers, system architects, and project managers to plan and provide a variety of services on servers proposed under the Server Category.</p> <p>They can include the following typical supported scopes:</p> <ol style="list-style-type: none"> 1. Hardware server configuration to the customer's exact specifications. The configurations include the design and installation of specific number of core processors, memory, network ports, redundant power supplies, and other fail over technologies. 2. Software configurations include server operating systems such as Windows Server 2003, 2008, 2010, and 2012. Configuration services also include VMware vSphere 5 and earlier versions, Microsoft Hyper-v Server 2008 and earlier versions, as well as Linux operating systems. The configurations can set up the servers as physical hosts or virtual machines. 3. Server configuration and installation services also include the design, setting up, and integration of server virtual machines in the customer's SAN infrastructure. 4. Engineers and system architects can also integrate the physical and virtual servers into the customer's complete network, storage, security, and enterprise infrastructure. 5. Certified engineers to provide with design, architecting, configuration, and installations of Microsoft Active Directory and Exchange servers. The services include the integration of the servers into the customer's existing network environment. Typically, the integration process includes data migration from the legacy systems to the new systems. 6. Whether the installation services is for new servers, a virtual servers or the upgrade of existing servers, engineers will provide complete data migration services. 7. Server installation services can also include the design, configurations, installation and integration of server rack systems, server peripherals, redundant n+1 UPS systems, power and cooling solutions, environmental monitoring systems and server / network monitoring solutions. 8. Other server related configuration and installation services can include peripheral equipment such as PDU, KVM, rack fans, network switches, routers, etc. 9. Software Applications – engineers can also install a variety of application software to include but not limited to business applications, databases, security software, communication software, management software, and all types of utilities and software patches onto the delivered servers. |
| <p>Does your proposed solution include a customer support program? If so, please describe your firm's ability to</p> | <p>Y</p> | <p>Acer and HP: CDW•G is able to update on new products and product changes on Acer and HP's behalf.</p> <p>Cisco: The CDW•G's Cisco UCS Business Development team regularly notifies CDW•G</p> |

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| <p>keep users informed of new products, changes in technology, advanced specification documentation and other market information.</p> | | <p>account managers of new UCS products, software updates and trade in programs, which are in term communicated to customers.</p> <p>Lenovo: The Lenovo specialist will meet with VITA on a quarterly basis (or as frequently as needed) to provide and discuss the Lenovo VITA transition documents. These monthly documents contain detailed product roadmaps, including planned transitions six months into the future with product trends nine to twelve months out. The documents include product compatibility information, new product highlights, preloads and alliances information. Reviewing this document will make VITA aware of product changes and give you the ability to select the model that best meets your requirements.</p> <p>In addition, at Lenovo's support website, http://support.lenovo.com/en_US/, VITA can sign up through the profiling process to receive information for your system and environment through proactive e-mail. This is an outstanding communications vehicle that allows Lenovo to provide you with new device driver information and technical hints for your specific environment.</p> <p>Panasonic: Panasonic conducts marketing campaigns in industry trade publications, as well as targeted marketing campaigns with resellers.</p> |
| <p>Does your proposed solution include your firm's ability to deliver large quantities of equipment to multiple locations? Please describe your firm's process and experience including delivery time and scheduling procedures.</p> | <p>Y</p> | <p>CDW•G has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, Illinois and a 513,000-square-foot distribution center located in North Las Vegas, Nevada. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas distribution center primarily serves the western part of the United States.</p>  <p>Figure 1. Distribution System. Our Distribution Centers have custom-designed, tilt-tray sortation and conveyor system to optimize distribution, meaning quicker order fulfillment for VITA users.</p> <p>We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers. Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW•G offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.</p> |
| <p>Does your proposed solution include IT equipment disposal and recycling services? Please provide details and pricing for these services in</p> | <p>F</p> | <p>Yes, CDW•G will facilitate asset disposition services through a service provider. We will provide capabilities including prices for these services.</p> |

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| Appendix C (Services/Warranty Tab) | | |
| If your proposed solution has included multiple manufacturers, please explain how your organization will service each manufacturer that would be represented in a contract. | Y | <p>Since CDW•G is not the manufacturer of the products purchased by VITA users, we do not directly provide warranties for any products. Products sold by CDW•G come with the manufacturer's standard warranty. The level of service provided by these warranties varies by product and manufacturer. For issues regarding a standard warranty, VITA users should contact the manufacturer.</p> <p>CDW•G has approximately 100 Presales System Engineers (PSEs) that review quotes and orders looking for compatibility issues and other concerns to help prevent RMAs. Our PSEs range from technical generalists to subject-matter experts. They work with you and your CDW•G Account Manager to help evaluate products in light of your unique operational and technology requirements.</p> <p>Many PSEs hold manufacturer-funded positions that focus on providing presales support for that particular partner's products. CDW•G hosts onsite systems engineers representing major partners such as Adobe, Autodesk, Business Objects, CA, Cisco, Citrix, EMC, HP/Compaq, IBM Software, Lenovo, McAfee, Microsoft, Novell, Nuance, Oracle, Red Hat, Symantec, Trend Micro, VMware, and WebSense.</p> <p>When necessary, your Account Manager will involve the appropriate Presales System Engineer (PSE) for technical product questions. PSEs will ensure that you are getting the correct mix of products to fulfill your IT needs.</p> |
| Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain. | Y | <p>VITA users can rely on CDW•G to preconfigure technology solutions in our state-of-the-art ISO 2008-certified configuration center so that they arrive at your locations ready to plug and play.</p> <p>CDW•G has the experienced staff and resources to provide a complete spectrum of customized configuration services. Our 24,000-square-foot configuration center in Vernon Hills, Illinois includes an 8,000-square-foot enclosed, climate-controlled area for enterprise configurations. In addition, we have a 25,000-square-foot enclosed, environmentally designed configuration space in our North Las Vegas, Nevada distribution center.</p> <p>By allowing our trained technicians to handle the repetitive configuration tasks before shipping, your IT staff can concentrate on more important matters. Products will arrive ready to go right out of the box, maximizing your employees' productivity. CDW•G has more than 150 technicians that can install hardware and software, test the installations, and affix asset tags.</p> |
| Does your proposed solution include the ability for the end user to track their shipment once it has left your warehouse? If so, please describe and provide screen shots. | Y | <p>End users can track their shipment via their Extranet. Authorized personnel have access to a customized CDW•G Extranet site 24x7x365. This award-winning site is a value-added resource that enables streamlining of the entire procurement management process. The extensive suite of tools available through your Extranet is unmatched in the industry. From here VITA end users can contact account managers, produce a diverse range of standard and customized financial reports, set up online quotes, develop bundles, create catalogs, track orders, track assets, manage software, and centralize purchasing—to name just a few of the possibilities.</p> |
| Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc. | Y | <p>All orders received (typically via fax, web or email) are placed on the same day of receipt of the purchase order and at this point live inventory can be view by your Account Manager. Should any products be out-of-stock and cannot be delivered within the time periods required, your CDW•G Account Manager will send an email of order confirmation, which will include stock notification to the department informing them of any out-of-stock items. Supplementary to this process, should orders be placed online, end users are able to see what items are available and what items may not be upon ordering. Our website reflects</p> |

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| | | live inventory. |
| <p>Does your proposed solution allow the user to keep a failed hard drive while receiving a new hard drive that is covered under warranty? Please provide details and pricing if necessary.</p> | <p>Y N - Acer</p> | <p>Acer: N/A. Nothing is stored locally on the device's hard drive. Everything is stored via the cloud.</p> <p>HP: VITA customers who wish to retain the original disk will be required to purchase a replacement disk to affect the repair or, purchase the "Defective Material Retention" service offer. See HP's standard warranty statement for additional information: http://h40059.www4.hp.com/warranty/support/tc.php</p> <p>Information regarding DMR so that you formulate your response can be found at: http://h40059.www4.hp.com/sbso/services/disk-retention.html?jumpid=em_r1129_tsg/homepage/defective_media_retention</p> <p>Lenovo: Keep Your Drive Program (For pricing, See exhibit C) Lenovo's Keep Your Disk Drive program provides customers the option to retain their hard disk drive on their desktop or mobile system in the event of repair, replacement, or disposal of their system. Customers typically will return their complete system, inclusive of their hard disk drive, during any request for repair, replacement, or disposal of their old system. For repairs not affecting their hard disk drive, the customer's hard disk drive stays with the system but may be out of the customer's possession during the time the system is at the repair depot or business partner location (in the case of depot warranty coverage). For repairs affecting the hard disk drive, the replacement of the hard disk drive would be covered under warranty coverage but the old hard disk drive would be provided by the customer when the new hard disk drive is provided. If the customer opts to retain their hard disk drive, the customer would be charged for their retention of that component after repair or replacement. For those customers that prioritize retaining possession of their hard disk drive this offering allows them to do so. With this offering the customer is able to purchase their hard disk drive to retain it under any circumstances thus assuring that the drive and the data it contains is in the customer's possession despite repairs, replacements, or disposals.</p> <p>Lenovo follows three methods for the processing of defective HDDs that include data removal and destruction.</p> <ol style="list-style-type: none"> 1. In Warranty HDD's are returned to a Lenovo parts consolidation center using Lenovo's controlled Used Parts Return process in which Lenovo's parts consolidation center takes possession of the HDD and sends a replacement HDD. The defective or damaged hard disk drive undergoes an electronic resurfacing and a complete format of the drive thus destructing any and all data on the drive. Once the re-utilization process has been completed, quality seals are installed on each HDD. If the test process fails then the HDD is physically scrapped. 2. Out of Warranty HDD's that are designated to be repaired are retained by the Lenovo Service Representative at the time the defective drive is replaced. These drives are then returned to a Lenovo parts consolidation center using Lenovo's controlled Used Parts Return process and subsequently sent through the parts repair process at a Lenovo repair center. The repair process includes the electronic resurfacing and a complete format of the drive thus destructing any and all data on the drive. Once the re-utilization process has been completed, quality seals are installed on each HDD. If the test process fails then the HDD is physically scrapped. 3. HDD's designated for scrap are retained by the Service Representative at the time the defective drive is replaced. These drives are then returned to a Lenovo parts consolidation center using Lenovo's controlled Used Parts Return process where they |

| | | are scrapped. The scrap process includes total physical destruction and disposal of the HDD according to established environmental standards. | | | | | | | | | | | |
|--|--|--|---------------------|---------|---|--|---|--|---|---|---|--|---|
| <p>For those Suppliers proposing Used/Refurbished devices, VITA has required a three year warranty on both PC's and Laptops. Please describe your solution when an Authorized User initiates a request for repair request including but not limited to shipping time, repair time at your facility, etc. For those not responding to the Used/Refurbished section, please place N/A in column B.</p> | N/A | N/A, CDW•G is not responding to the Used/Refurbished section. | | | | | | | | | | | |
| <p>Does your firm offer any other goods or services that would be a value to the Commonwealth? If so, please explain.</p> | Y | <p>In addition to providing customized, quality, cost-effective solutions, we do a lot of extra things that add up to total customer satisfaction. The table below outlines value-added services that CDW•G provides resulting in value-added benefits for your organization.</p> <p>Why People Who Get IT need People Who Get IT. In every organization, there are people who get technology. And people who don't. And yet, heads of IT face the daunting problem of ever more people to support and ever more complex networks to manage—with the simultaneous pressure to reduce costs and cut headcount.</p> <p>This is where CDW comes in. We've been helping people who get it in large and small organizations to get not just the most, but the best from their technology investments for more than 25 years.</p> <p>CDW•G delivers proven solutions across America every single day—advice, support, ideas, technology, and the experience of thousands of experts.</p> <table border="1" data-bbox="440 1396 1515 1986"> <thead> <tr> <th data-bbox="440 1396 1284 1440">Value-Added Service</th> <th data-bbox="1284 1396 1515 1440">Benefit</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="440 1440 1515 1482">Customer Service, Support and Advocacy</td> </tr> <tr> <td data-bbox="440 1482 1284 1549">Account Manager is primary point of contact for all requests and issues, coordinating your needs with our expert resources.</td> <td data-bbox="1284 1482 1515 1986" rowspan="6">Responsiveness, Ongoing Guidance, Aggressive Pricing, and Customer Satisfaction</td> </tr> <tr> <td data-bbox="440 1549 1284 1617">Highly trained and experienced Technology Specialists and Solution Architects provide expert consulting advice and ongoing support.</td> </tr> <tr> <td data-bbox="440 1617 1284 1738">Strong relationships with manufacturers enable Account Team to provide pre-sales consultation, technology roadmaps and other assistance quickly. Major vendor partners have dedicated staff at CDW•G.</td> </tr> <tr> <td data-bbox="440 1738 1284 1839">CDW's size and clout within the marketplace enables us to take advantage of volume discounts, exclusive pricing, and special promotions on behalf of our customers.</td> </tr> <tr> <td data-bbox="440 1839 1284 1927">Exceptional technical support and customer relations departments help minimize downtime.</td> </tr> <tr> <td data-bbox="440 1927 1284 1986">Quality Business Reviews provide an opportunity to review performance and strategically forecast and plan for future initiatives.</td> </tr> </tbody> </table> | Value-Added Service | Benefit | Customer Service, Support and Advocacy | | Account Manager is primary point of contact for all requests and issues, coordinating your needs with our expert resources. | Responsiveness, Ongoing Guidance, Aggressive Pricing, and Customer Satisfaction | Highly trained and experienced Technology Specialists and Solution Architects provide expert consulting advice and ongoing support. | Strong relationships with manufacturers enable Account Team to provide pre-sales consultation, technology roadmaps and other assistance quickly. Major vendor partners have dedicated staff at CDW•G. | CDW's size and clout within the marketplace enables us to take advantage of volume discounts, exclusive pricing, and special promotions on behalf of our customers. | Exceptional technical support and customer relations departments help minimize downtime. | Quality Business Reviews provide an opportunity to review performance and strategically forecast and plan for future initiatives. |
| Value-Added Service | Benefit | | | | | | | | | | | | |
| Customer Service, Support and Advocacy | | | | | | | | | | | | | |
| Account Manager is primary point of contact for all requests and issues, coordinating your needs with our expert resources. | Responsiveness, Ongoing Guidance, Aggressive Pricing, and Customer Satisfaction | | | | | | | | | | | | |
| Highly trained and experienced Technology Specialists and Solution Architects provide expert consulting advice and ongoing support. | | | | | | | | | | | | | |
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| CDW's size and clout within the marketplace enables us to take advantage of volume discounts, exclusive pricing, and special promotions on behalf of our customers. | | | | | | | | | | | | | |
| Exceptional technical support and customer relations departments help minimize downtime. | | | | | | | | | | | | | |
| Quality Business Reviews provide an opportunity to review performance and strategically forecast and plan for future initiatives. | | | | | | | | | | | | | |

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| | | <p>Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.</p> <p>Streamlined Procurement Processes and Program Management</p> <p>CDW•G Extranet is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering and tracking purchases.</p> <p>CDW's asset management tools and flexible reporting capabilities facilitate cost-effective purchasing decisions.</p> <p>CDW•G can assist with setting up and maintaining a customized catalog(s) and managing user purchasing through CDW•G's Purchase Authorization System.</p> <p>We can upload manufacturers' special pricing to your CDW•G Extranet to ensure correct, consistent pricing across the enterprise.</p> <p>CDW•G has extensive experience interfacing with Electronic Data Interchange (EDI) and more than 50 leading eProcurement applications.</p> <p>A dedicated Program Manager manages the contract and ensures compliance.</p> <p>Product Fulfillment and Quality Initiatives</p> <p>CDW•G's two distribution centers, in Illinois and Nevada, are strategically located to easily serve our customers across the United States.</p> <p>We provide convenient one-stop shopping with access to more than 100,000 products from more than 1,000 manufacturers enabling us to easily customize multivendor solutions.</p> <p>Our delivery model combines manufacturers, distribution channel partners and leading carriers to facilitate quick product turnaround.</p> <p>CDW•G 's more than 150 configuration technicians can configure technology solutions in our state-of-the-art ISO 9001:2008-certified configuration centers so products arrive ready to plug and play.</p> <p>Technicians can load a customized image or they can custom-create an image. Multiple versions of a customer's images can be maintained on our secure image servers so they are available for immediate deployment.</p> <p>Comprehensive quality assurance checks are performed on all products before they leave the configuration center.</p> <p>Our Operational Excellence Group drives process improvement initiatives to optimize customer experience.</p> <p>Total Lifecycle Management</p> <p>CDW offers enhanced warranty services and maintenance agreements through manufacturers and third-party vendors to better protect your original product investment.</p> <p>CDW offers onsite technology services through our engineers, manufacturer partners and network service providers to save you time, find the best service providers for the project, and free up your internal IT staff.</p> <p>CDW provides managed services to help your organization to monitor, manage and optimize networks and infrastructure on an ongoing basis.</p> | <p>Streamlined Processes, Standardized Purchasing, and Cost Management</p> <p>Quick Turnaround, Reliability, Quality, and Greater Productivity</p> <p>Increased Operational Efficiencies and Return on Investment</p> |
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**EXHIBIT C
Chromebook**

ACER

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|--|---|---------------|---|------------------|---|
| Chromebook | Acer C710/ NU.SH7AA.013 | 279.99 | 2.50% | 272.99 | http://us.acer.com/ac/en/US/content/models/chromebooks |
| Intel Celeron 847 1.1GHz | C 847 / 1.1 GHz | | | | |
| 4GB RAM or greater | Chrome OS | | | | |
| 16GB Hard Drive or greater | 4 GB RAM | | | | |
| Chrome OS Operating System | 16 GB SSD | | | | |
| 802.11a/b/g/n integrated wireless | 11.6" CineCrystal wide 1366 x 768 / HD | | | | |
| HD Webcam (1280x720) | Intel HD Graphics | | | | |
| 11.6 inch screen or greater | | | | | |
| Warranty is three years NBD Exchange for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab | 1 year Depot base warranty | | | | |
| | 146.AD362.013 Option to upgrade to 3yr Depot | 79.00 | 28.00% | 56.88 | |

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

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| Minimum Percentage Discount for Chromebook Accessories (see note #2) | 18.00% |
|---|---------------|

Peripherals

| Flash Drives | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--------------|---------|----------|------------|------------------|--|
| 8 GB | 2944676 | \$ 7.97 | 5.00% | 7.57 | www.cdwg.com |
| 16 GB | 2944667 | \$ 9.99 | 5.00% | 9.49 | www.cdwg.com |
| 32 GB | 2807784 | \$ 19.99 | 5.00% | 18.99 | www.cdwg.com |

| Monitors (wide aspect) | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------|---------|-----------|------------|------------------|--|
| 17" LCD | 3090906 | \$ 106.72 | 2.00% | 104.59 | www.cdwg.com |
| 19" LCD | 2978005 | \$ 96.75 | 2.00% | 94.82 | www.cdwg.com |
| | | | | 0.00 | www.cdwg.com |

| Power Strip | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------------|---------|----------|------------|------------------|--|
| 6 Outlet 6ft cord 790 Joule | 510853 | \$ 10.99 | 3.00% | 10.66 | www.cdwg.com |
| 8 Outlet 8ft cord 2500 Joule | 1863281 | \$ 18.94 | 3.00% | 18.37 | www.cdwg.com |
| | | | | 0.00 | www.cdwg.com |

| Mouse | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------|---------|---------|------------|------------------|--|
| Optical Scroll Mouse- USB | 2698521 | \$ 7.99 | 5.00% | 7.59 | www.cdwg.com |

| Keyboard | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------|---------|---------|------------|------------------|--|
| Standard Keyboard- USB | 3108359 | \$ 7.99 | 5.00% | 7.59 | www.cdwg.com |

| Wireless Keyboard/Mouse Combo | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|---------|----------|------------|------------------|--|
| Wireless keyboard and mouse USB interface | 2940368 | \$ 20.94 | 5.00% | 19.89 | www.cdwg.com |

| Cables | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|----------------------|---------|---------|------------|------------------|--|
| 10 ft CAT5e | 630142 | \$ 2.98 | 10.00% | 2.68 | www.cdwg.com |
| 7 ft CAT5e | 630134 | \$ 2.98 | 10.00% | 2.68 | www.cdwg.com |
| 3 ft CAT6 | 415020 | \$ 3.99 | 10.00% | 3.59 | www.cdwg.com |
| 7' CAT6 | 2473356 | \$ 3.99 | 10.00% | 3.59 | www.cdwg.com |
| HDMI to HDMI M/M 6ft | 2381888 | \$ 9.97 | 10.00% | 8.97 | www.cdwg.com |

| External Hard Drive | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------------|---------|-----------|------------|------------------|--|
| 1 TB USB 3.0 (portable) | 2691027 | \$ 69.99 | 3.00% | 67.89 | www.cdwg.com |
| 500 GB USB 3.0 (portable) | 2712180 | \$ 59.99 | 3.00% | 58.19 | www.cdwg.com |
| 2 TB USB 3.0 (external desktop) | 2200958 | \$ 91.99 | 3.00% | 89.23 | www.cdwg.com |
| 4 TB USB 3.0 (external desktop) | 2951745 | \$ 169.99 | 3.00% | 164.89 | www.cdwg.com |

| Web Cams | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|----------------|-------------|-------------------|-------------------------|---|
| Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution | 2871957 | \$ 26.92 | 7.00% | 25.04 | www.cdwg.com |
| Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution | 2835962 | \$ 33.91 | 7.00% | 31.54 | www.cdwg.com |

| USB Hubs | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| USB 2.0 7 port hub, power supply included | 1303738 | \$ 22.93 | 3.00% | 22.24 | www.cdwg.com |
| Mini hub 4 port hi speed USB, no power supply needed | | | | 0.00 | www.cdwg.com |

| Speakers | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|----------------|-------------|-------------------|-------------------------|---|
| PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included, | 293803 | \$ 23.93 | 4.00% | 22.97 | www.cdwg.com |
| PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included | 569151 | \$ 54.85 | 4.00% | 52.66 | www.cdwg.com |

| Label Printer | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included | 1752264 | \$ 102.73 | 3.00% | 99.65 | www.cdwg.com |

| I. Battery Back Up Unit | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| UPS external, 550 VA power capacity, 3 min battery run time | 1524034 | \$ 59.99 | 3.00% | 58.19 | www.cdwg.com |
| UPS external, 1440 VA power capacity, 7 min battery run time | 582532 | \$ 549.99 | 3.00% | 533.49 | www.cdwg.com |
| UPS 750 VA power capacity, 16 min battery run time | 806106 | \$ 411.96 | 3.00% | 399.60 | www.cdwg.com |

****Additional shipping costs for UPS's must be pre-approved by Authorized User prior to shipment

***Warranty is manufacturer's warranty for all peripherals

*****Once a supplier wins the peripherals category, their entire catalog of peripherals can be offered to the Commonwealth of Virginia and other public bodies. VITA reserves the right to reject any proposed products during the term of an awarded contract**

| MANUFACTURER | MINIMUM PERCENTAGE DISCOUNT FROM LIST |
|--------------------------|--|
| Acer | 2% |
| APC | 2% |
| Belkin | 2% |
| Black Box | 2% |
| C2G | 2% |
| Cisco | 2% |
| Crucial Technology | 2% |
| Drobo | 2% |
| Edge Memory | 2% |
| Epson | 2% |
| HP | 2% |
| Imation, IRONKEY, TDK, M | 2% |
| Intel | 2% |
| Kensington | 2% |
| Kingston | 2% |
| Lenovo | 2% |
| LG Electronics | 2% |
| Liebert | 2% |
| Logitech | 2% |
| NEC | 2% |
| Panasonic | 2% |
| Peerless | 2% |
| Planar | 2% |
| Seagate Technology | 2% |
| Startech.com | 2% |
| Targus | 2% |
| Tibco | 2% |
| Tripp-Lite | 2% |
| ViewSonic | 2% |
| Western Digital | 2% |
| Zebra Technologies | 2% |
| Verbatim | 2% |
| Transcend | 2% |
| PNY | 2% |
| Microsoft | 2% |
| Cyber Acoustics | 2% |
| Seiko | 2% |
| Havis | 2% |
| Gamber Johnson | 2% |

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

| Service or Warranty Description | Part Number |
|--|--------------------|
| CDW CREATE CUSTOM TAG/LABEL | 500814 |
| CDW Install Basic Custom Asset Tag | 500815 |
| CDW HARDWARE INSTALL FOR SERVER | 1706188 |
| CDW HARDWARE INSTALL FOR DT-LT-PRT | 1706189 |
| CDW INSTALLING CUSTOM SERVER IMAGE | 195856 |
| CDW IMAGE DEPLOYMENT & INTEGRATION | 534223 |
| CDW LASER ETCHING BASIC TEMPLATE | 1461344 |
| CDW STANDARD APPLICATION INSTALL | 76056 |
| CDW NETWORK OPERATING SYSTEM INSTALL | 76980 |
| CDW STANDARD OPERATING SYSTEM INSTALL | 346243 |
| CDW NETWORK APPLICATION INSTALL | 931000 |
| CDW CUSTOM IP CONFIGURATION | 1197175 |
| CDW OS DOWNGRADE | 1278296 |
| Acer Upgrade to 3yr Depot Warranty | 146.AD362.013 |

| | Rate |
|----|-------------|
| \$ | 24.00 |
| \$ | 5.00 |
| \$ | 25.00 |
| \$ | 10.00 |
| \$ | 90.00 |
| \$ | 25.00 |
| \$ | 11.00 |
| \$ | 36.00 |
| \$ | 200.00 |
| \$ | 90.00 |
| \$ | 100.00 |
| \$ | 12.00 |
| \$ | 90.00 |
| \$ | 56.88 |

EXHIBIT C

PC

Corporate Models only; Top Sellers excluded.

LENOVO

Intel or AMD Based

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Teacher Discount from List (see note #2) | Public Site to Verify Model #/List Price |
|--|---|-----------------|---|------------------|---|--|
| Desktop Offering | ThinkCentre M73 SFF / 10B4CTO1WW | 1,093.00 | 38.00% | 677.66 | http://www.lenovo.com/shop/deals/8228 | www.lenovo.com/listprice |
| Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics) | Core i5-4670 3.4GHz 6M Cache | | | | | |
| 4GB 1600MHZ Memory | 4GBx1_PC3-12800 | | | | | |
| 500GB 7200 rpm SATA | 500GB_7200RPM | | | | | |
| CDRW/DVD+/-RW Combo Drive | DVD Recordable | | | | | |
| Microsoft Windows 7 Professional Compatible | Windows 8 Pro Downgrade to Win 7 Pro | | | | | |
| Two Front Facing USB Ports or greater | Front: Two USB 2.0, microphone (stereo, 3.5mm), headphone (stereo, 3.5mm) Rear: Two USB 3.0, two USB 2.0, serial (9-pin), optional 2nd serial (9-pin), optional parallel (9-pin), keyboard (PS/2), mouse (PS/2), ethernet (RJ-45), VGA DB-15, DisplayPort | | | | | |
| 19" LED Monitor (minimum) | 60ABAAR1US | 149.99 | 12.00% | 131.99 | | |
| Two button USB optical mouse with scroll wheel | Enhanced Optical USB Mouse | | | | | |
| USB Keyboard with 103 keys | Preferred Pro USB Keyboard | | | | | |
| 10/100/1000 RJ-45 | Gigabit ethernet port, Realtek RTL8111GN, Wake on LAN | | | | | |

Warranty is three years on-site NBD for all desktop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3 year Onsite

TOTAL BUNDLE PRICE

\$809.65

AMD processors must be at least equivalent to listed Intel processors

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|---|--|-----------------|---|------------------|---|
| All-In-One Offering | ThinkCentre M73z / 10BBCTO1WW | 1,197.00 | 38.00% | 742.14 | www.lenovo.com/listprice ice |
| Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics) | Core i3-4130 3.4GHz 3M Cache | | | | |
| 4GB 1600MHZ Memory | 4GBx1_PC3-12800 | | | | |
| 500GB 7200 rpm SATA | 500GB_7200RPM | | | | |
| DVD+/-RW Combo Drive | Slim DVD Recordable | | | | |
| Microsoft Windows 7 Professional Compatible | Windows 8 Pro Downgrade to Win 7 Pro | | | | |
| 20" Display | 20.0" (508mm) HD+ (1600x900) TFT color, LED backlight, | | | | |
| Two button USB optical mouse with scroll wheel | Enhanced Optical USB Mouse | | | | |
| USB Keyboard with 103 keys | Preferred Pro USB Keyboard | | | | |
| 10/100 RJ-45 | One gigabit ethernet port, Intel I217-V | | | | |

Warranty is three years on-site NBD for all All-in-One models and future models. Additional types of warranties may be offered on the accessories tab

3 year Onsite

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
<http://www.vita.virginia.gov/scm/default.aspx?id=87>

Laptop

Corporate Models only; Top Sellers excluded.

LENOVO

Intel/ AMD Based

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Teacher Discount from List (see note #2) | Public Site to Verify Model #/List Price |
|--|---|-----------------|---|------------------|---|--|
| Laptop Offering | ThinkPad L440 / 20ASCTO1WW | 1,478.00 | 35.00% | 960.70 | http://www.lenovo.com | www.lenovo.com/listprice |
| Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000) | Intel® Core™ i5-4200M Processor (3M Cache, up to 3.10 GHz) | | | | | |
| 4GB RAM or greater | 4GB PC3-12800 DDR3L (1 DIMM) | | | | | |
| 500GB 7200 RPM SATA hard drive or greater | 500GB HDD 7200rpm | | | | | |
| CDRW/DVD+-RW Combo Drive or better | DVD Recordable, Fixed w/SWR | | | | | |
| Microsoft Windows 7 Professional Compatible | Windows 7 Professional 64 | | | | | |
| 802.11a/b/g/n integrated wireless | Intel 7260 BT ABGN | | | | | |
| Energy Star qualified | ENERGY STAR® 5.0 qualified | | | | | |
| 14.1 inch screen or greater | 14.0" (355mm) HD (1366x768) color, anti-glare, LED backlight, | | | | | |

Warranty is three years next day exchange for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3 Year On-site

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
<http://www.vita.virginia.gov/scm/default.aspx?id=87>

Note #3 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

| | |
|---|---------------------------------|
| Minimum Percentage Discount for Laptop Accessories (see note #3) | 20% Lenovo Brand Options |
|---|---------------------------------|

Chromebook

Corporate Models only; Top Sellers excluded.

LENOVO

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|-----------------------------------|--|---------------|---|------------------|---|
| Chromebook | ThinkPad Chromebook / 628323U | 730.00 | 35.00% | 474.50 | pending addition to www.lenovo.com/listprice |
| Intel Celeron 847 1.1GHz | Intel Celeron 1007U on MB | | | | |
| 4GB RAM or greater | 4 GB PC3-12800 DDR3 (1 DIMM) | | | | |
| 16GB Hard Drive or greater | 16GB Micro SSD SATA3 Win7 ES | | | | |
| Chrome OS Operating System | Google Chrome OS 64 | | | | |
| 802.11a/b/g/n integrated wireless | ThinkPad a/b/g/n BT for Chrome | | | | |
| HD Webcam (1280x720) | HD Camera 720p | | | | |
| 11.6 inch screen or greater | 11.6" (295mm) HD (1366x768) TFT color, anti-glare, LED backlight | | | | |

Warranty is three years NBD Exchange for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab

| | | | | |
|----------------------------|--|--------------|---------------|--------------|
| 1 year Depot base warranty | 04W9146 upgrade to 3 year Depot | 69.00 | 35.00% | 44.85 |
|----------------------------|--|--------------|---------------|--------------|

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Minimum Percentage Discount for Chromebook Accessories (see note #2)

20% Lenovo Brand Options

| | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|-----------------------------------|--|---------------|---|------------------|---|
| x131e Windows | ThinkPad X131e / 3371CTO | 899.00 | 35.00% | 584.35 | www.lenovo.com/listprice |
| Intel Celeron 847 1.1GHz | AMD E1-1200 | | | | |
| 4GB RAM or greater | 4 GB PC3-12800 DDR3 (1 DIMM) | | | | |
| 16GB Hard Drive or greater | N/A | | | | |
| Chrome OS Operating System | Windows 7 Professional 64 | | | | |
| 802.11a/b/g/n integrated wireless | ThinkPad a/b/g/n BT for Chrome | | | | |
| HD Webcam (1280x720) | HD Camera 720p | | | | |
| 11.6 inch screen or greater | 11.6" (295mm) HD (1366x768) TFT color, anti-glare, LED backlight | | | | |

Warranty is three years NBD Exchange for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab

| | | | | |
|----------------------------|---|--------------|---------------|--------------|
| 1 year Depot base warranty | 04W9148 upgrade to 3 year Onsite | 89.00 | 35.00% | 57.85 |
|----------------------------|---|--------------|---------------|--------------|

AMD processors must be at least equivalent to listed Intel processors

Thin Client

Corporate Models only; Top Sellers excluded.

LENOVO

Intel/ AMD Based

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discount ed Price | Public Site to Verify Model #/List Price |
|-------------------------------|---|---------------|---|-------------------|---|
| Thin Client Offering | ThinkCentre M32 / 10BMCTO1WW | 634.00 | 38.00% | 393.08 | pending attition to www.lenovo.com/listprice |
| 2 USB's | Front: Four USB 2.0, microphone (3.5mm), headphone (3.5mm) Rear: Two USB 2.0, ethernet (RJ-45), two PS/2 ports (keyboard and mouse), one parallel, four serial ports (Customizable Pin definition for serial port 2, 3, and 4), one VGA, one DisplayPort | | | | |
| Firefox or IE Browser | IE with Flash plug-in | | | | |
| 10/100/100 Base-T | One gigabit ethernet port, Realtek RTL8111F, Wake on LAN® | | | | |
| 1GB Flash Storage | 8GB Flash Storage | | | | |
| 1GB Memory | 2GBx1_PC3-12800 | | | | |
| USB Keyboard and Mouse | Enhanced Optical USB Mouse/Preferred Pro USB Keyboard | | | | |
| Energy Star Qualified | ENERGY STAR® 5.2-compliant | | | | |
| Windows 7 Professional | Genuine Windows® Embedded Standard 7 | | | | |

Warranty is three years NBD exchange for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3 year Onsite

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Rugged Laptop

Corporate Models only; Top Sellers excluded. LENOVO

Intel/ AMD Based

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|---|---|-----------------|---|------------------|---|
| Rugged Laptop Offering | ThinkPad L440 / 20ASCTO1WW | 1,311.00 | 35.00% | 852.15 | www.lenovo.com/listprice |
| Mil-Std 810G Certified | Mil-Std 810G Certified | | | | |
| Intel Core i3-3110M Processor 2.4GHz or greater | Intel® Core™ i3-4000M Processor (3M Cache, 2.40 GHz) | | | | |
| 2GB RAM or greater | 2GB PC3-12800 DDR3L (1 DIMM) | | | | |
| 320GB SATA hard drive or greater | 500GB HDD 5400rpm | | | | |
| Super Multi DVD Drive | DVD Recordable, Fixed w/SWR | | | | |
| Microsoft Windows 7 Professional Compatible | Windows 7 Professional 64 | | | | |
| 802.11a/b/g/n integrated wireless | Intel 7260 BT ABGN | | | | |
| 13.1 inch screen or greater | 14.0" (355mm) HD (1366x768) color, anti-glare, LED backlight. | | | | |
| 10/100/1000 RJ45 | Intel Ethernet Connection I217-V | | | | |

Warranty is three years NBD Exchange for all Rugged laptop models and future models. Additional types of warranty may be offered on the Services & Warranty tab

3 Year On-site

| | |
|--|---------------------------------|
| Minimum Percentage Discount for Rugged Laptop Accessories (see note #2) | 20% Lenovo Brand Options |
|--|---------------------------------|

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Rugged Tablet Windows

**Corporate Models only;
Top Sellers excluded.**

LENOVO

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|--|--|-----------------|---|------------------|--|
| Rugged Tablet Offering | ThinkPad Helix / 3701CTO | 2,784.00 | 35.00% | 1,809.60 | www.lenovo.com/listprice |
| Mil-Std 810G Certified | Mil-Std 810G Certified | | | | |
| Intel or AMD Processor | Intel® Atom™ Processor Z2760 (2 cores, 1.80GHz, 1MB cache) | | | | |
| 4GB RAM or greater | 4 GB PC3-10600 | | | | |
| 128GB Storage | 128GB Micro SSD | | | | |
| Microsoft Windows 7 Professional or higher | Windows 8 Professional | | | | |
| 802.11a/g/n integrated wireless | Intel Centrino® Advanced-N 6205S | | | | |
| 10.1 inch screen or greater | 11.6" (295mm) FHD (1920x1080) TFT color | | | | |

Warranty is three years NBD Exchange for all Rugged Tablet Win models and future models. Additional types of warranties may be offered on the Services & Warranty tab

3 year Depot

| | | | |
|---|---|---------------------------------|--------------|
| PN 41C9176 to upgrade to 3 year Onsite | 79.00 | 35.00% | 51.35 |
| | Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2) | 20% Lenovo Brand Options | |

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Windows Tablets

Corporate Models only; Top Sellers excluded.

LENOVO

Minimum Configurations

| Tablet Offering | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|----------------------------------|---|-----------------|---|------------------|--|
| | ThinkPad Tablet 2 / 3682CTO | 1,089.00 | 20.00% | 871.20 | www.lenovo.com/listprice |
| Intel or AMD Processor | Intel® Atom™ Processor Z2760 (2 cores, 1.80GHz, 1MB cache) | | | | |
| 1GB RAM or greater | 2GB / 800MHz LPDDR2, mobile DDR | | | | |
| 16GB Storage or greater | 32GB flash memory on board | | | | |
| Windows 7 Professional or higher | Windows 8 Pro 32-bit | | | | |
| 802.11b/g/n integrated wireless | ThinkPad 11a/b/g/n | | | | |
| SD Card Memory Expansion slot | One microSD Card slot, supports up to 32GB | | | | |
| Front and rear camera | Front camera: 2.0-megapixel, fixed focus Rear camera: 8.0-megapixel, auto focus, flash LED | | | | |
| 8 inch screen or greater | 10.1" (256.5mm) HD (1366x768) TFT color, | | | | |

Warranty is three years NBD Exchange for all Window Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab

1 year depot

| | | | |
|--|---------------|---------------------------------|---------------|
| PN 04W8337 Upgrade to 3 year Onsite | 189.00 | 20.00% | 151.20 |
| Minimum Percentage Discount for Windows Tablets Accessories (see note #2) | | 20% Lenovo Brand Options | |

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Peripherals

| Flash Drives | Model # | List | Discount % | Discounted Price |
|--------------|---------|----------|------------|------------------|
| 8 GB | 2944676 | \$ 7.97 | 5.00% | 7.57 |
| 16 GB | 2944667 | \$ 9.99 | 5.00% | 9.49 |
| 32 GB | 2807784 | \$ 19.99 | 5.00% | 18.99 |

| Monitors (wide aspect) | Model # | List | Discount % | Discounted Price |
|------------------------|---------|-----------|------------|------------------|
| 17" LCD | 3090906 | \$ 106.72 | 2.00% | 104.59 |
| 19" LCD | 2978005 | \$ 96.75 | 2.00% | 94.82 |
| | | | | 0.00 |

| Power Strip | Model # | List | Discount % | Discounted Price |
|------------------------------|---------|----------|------------|------------------|
| 6 Outlet 6ft cord 790 Joule | 510853 | \$ 10.99 | 3.00% | 10.66 |
| 8 Outlet 8ft cord 2500 Joule | 1863281 | \$ 18.94 | 3.00% | 18.37 |
| | | | | 0.00 |

| Mouse | Model # | List | Discount % | Discounted Price |
|---------------------------|---------|---------|------------|------------------|
| Optical Scroll Mouse- USB | 2698521 | \$ 7.99 | 5.00% | 7.59 |

| Keyboard | Model # | List | Discount % | Discounted Price |
|------------------------|---------|---------|------------|------------------|
| Standard Keyboard- USB | 3108359 | \$ 7.99 | 5.00% | 7.59 |

| Wireless Keyboard/Mouse Combo | Model # | List | Discount % | Discounted Price |
|---|---------|----------|------------|------------------|
| Wireless keyboard and mouse USB interface | 2940368 | \$ 20.94 | 5.00% | 19.89 |

| Cables | Model # | List | Discount % | Discounted Price |
|----------------------|---------|---------|------------|------------------|
| 10 ft CAT5e | 630142 | \$ 2.98 | 10.00% | 2.68 |
| 7 ft CAT5e | 630134 | \$ 2.98 | 10.00% | 2.68 |
| 3 ft CAT6 | 415020 | \$ 3.99 | 10.00% | 3.59 |
| 7' CAT6 | 2473356 | \$ 3.99 | 10.00% | 3.59 |
| HDMI to HDMI M/M 6ft | 2381888 | \$ 9.97 | 10.00% | 8.97 |

| External Hard Drive | Model # | List | Discount % | Discounted Price |
|---------------------------------|---------|-----------|------------|------------------|
| 1 TB USB 3.0 (portable) | 2691027 | \$ 69.99 | 3.00% | 67.89 |
| 500 GB USB 3.0 (portable) | 2712180 | \$ 59.99 | 3.00% | 58.19 |
| 2 TB USB 3.0 (external desktop) | 2200958 | \$ 91.99 | 3.00% | 89.23 |
| 4 TB USB 3.0 (external desktop) | 2951745 | \$ 169.99 | 3.00% | 164.89 |

| Web Cams | Model # | List | Discount % | Discounted Price |
|---|----------------|-------------|-------------------|-------------------------|
| Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution | 2871957 | \$ 26.92 | 7.00% | 25.04 |
| Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution | 2835962 | \$ 33.91 | 7.00% | 31.54 |

| USB Hubs | Model # | List | Discount % | Discounted Price |
|--|----------------|-------------|-------------------|-------------------------|
| USB 2.0 7 port hub, power supply included | 1303738 | \$ 22.93 | 3.00% | 22.24 |
| Mini hub 4 port hi speed USB, no power supply needed | | | | 0.00 |

| Speakers | Model # | List | Discount % | Discounted Price |
|---|----------------|-------------|-------------------|-------------------------|
| PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included, | 293803 | \$ 23.93 | 4.00% | 22.97 |
| PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included | 569151 | \$ 54.85 | 4.00% | 52.66 |

| Label Printer | Model # | List | Discount % | Discounted Price |
|--|----------------|-------------|-------------------|-------------------------|
| Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included | 1752264 | \$ 102.73 | 3.00% | 99.65 |

| I. Battery Back Up Unit | Model # | List | Discount % | Discounted Price |
|--|----------------|-------------|-------------------|-------------------------|
| UPS external, 550 VA power capacity, 3 min battery run time | 1524034 | \$ 59.99 | 3.00% | 58.19 |
| UPS external, 1440 VA power capacity, 7 min battery run time | 582532 | \$ 549.99 | 3.00% | 533.49 |
| UPS 750 VA power capacity, 16 min battery run time | 806106 | \$ 411.96 | 3.00% | 399.60 |

******Additional shipping costs for UPS's must be pre-approved by Authorized User prior to shipment**

*****Warranty is manufacturer's warranty for all peripherals**

*****Once a supplier wins the peripherals category, their entire catalog of peripherals can be offered to the Commonwealth of Virginia and other public bodies. VITA reserves the right to reject any proposed products during the term of an awarded contract**

| |
|---|
| Public Site to Verify Model #/List Price |
| www.cdwg.com |
| www.cdwg.com |
| www.cdwg.com |

| |
|---|
| Public Site to Verify Model #/List Price |
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| Public Site to Verify Model #/List Price |
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| www.cdwg.com |
| www.cdwg.com |
| www.cdwg.com |

| MANUFACTURER | MINIMUM PERCENTAGE DISCOUNT FROM LIST |
|--------------------------|--|
| Acer | 2% |
| APC | 2% |
| Belkin | 2% |
| Black Box | 2% |
| C2G | 2% |
| Cisco | 2% |
| Crucial Technology | 2% |
| Drobo | 2% |
| Edge Memory | 2% |
| Epson | 2% |
| HP | 2% |
| Imation, IRONKEY, TDK, M | 2% |
| Intel | 2% |
| Kensington | 2% |
| Kingston | 2% |
| Lenovo | 2% |
| LG Electronics | 2% |
| Liebert | 2% |
| Logitech | 2% |
| NEC | 2% |
| Panasonic | 2% |
| Peerless | 2% |
| Planar | 2% |
| Seagate Technology | 2% |
| Startech.com | 2% |
| Targus | 2% |
| Tibco | 2% |
| Tripp-Lite | 2% |
| ViewSonic | 2% |
| Western Digital | 2% |
| Zebra Technologies | 2% |
| Verbatim | 2% |
| Transcend | 2% |
| PNY | 2% |
| Microsoft | 2% |
| Cyber Acoustics | 2% |
| Seiko | 2% |
| Havis | 2% |
| Gamber Johnson | 2% |

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

| Service or Warranty Description | Part number | | Rate |
|--|-------------|----|--------|
| ThinkCentre M73- 3 year KYD | 5PS0D81209 | \$ | 15.00 |
| ThinkCentre M73z- 3 year KYD | 5PS0D80987 | \$ | 15.00 |
| ThinkCentre M32- 3 year KYD | 5PS0D81209 | \$ | 15.00 |
| Thinkpad L440 - 3 year KYD | 5PS0A23278 | \$ | 15.00 |
| ThinkPad x131e - 3 year Onsite + KYD | 45K5988 | \$ | 200.00 |
| ThinkPad Tablet 2- 3 year Onsite + KYD | 0C08405 | \$ | 200.00 |
| ThinkPad Helix- 3 year Onsite + KYD | 43R8832 | \$ | 80.00 |
| CDW CREATE CUSTOM TAG/LABEL | 500814 | \$ | 24.00 |
| CDW Install Basic Custom Asset Tag | 500815 | \$ | 5.00 |
| CDW HARDWARE INSTALL FOR SERVER | 1706188 | \$ | 25.00 |
| CDW HARDWARE INSTALL FOR DT-LT-PRT | 1706189 | \$ | 10.00 |
| CDW INSTALLING CUSTOM SERVER IMAGE | 195856 | \$ | 90.00 |
| CDW IMAGE DEPLOYMENT & INTEGRATION | 534223 | \$ | 25.00 |
| CDW LASER ETCHING BASIC TEMPLATE | 1461344 | \$ | 11.00 |
| CDW STANDARD APPLICATION INSTALL | 76056 | \$ | 36.00 |
| CDW NETWORK OPERATING SYSTEM INSTALL | 76980 | \$ | 200.00 |
| CDW STANDARD OPERATING SYSTEM INSTALL | 346243 | \$ | 90.00 |
| CDW NETWORK APPLICATION INSTALL | 931000 | \$ | 100.00 |
| CDW CUSTOM IP CONFIGURATION | 1197175 | \$ | 12.00 |
| CDW OS DOWNGRADE | 1278296 | \$ | 90.00 |

**EXHIBIT C
Rugged Tablet Windows**

PANASONIC

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------------|-----------------|--|-------------------------|---|
| Rugged Tablet Offering | FZ-G1AABAXLM | 2,399.00 | 10.00% | 2,159.10 | http://www.panasonic.com/business/toughbook/order-toughbook-computers.asp |
| Mil-Std 810G Certified | | | | | |
| Intel or AMD Processor | | | | | |
| 4GB RAM or greater | | | | | |
| 128GB Storage | | | | | |
| Microsoft Windows 7 Professional or higher | | | | | |
| 802.11a/g/n integrated wireless | | | | | |
| 10.1 inch screen or greater | | | | | |

Warranty is three years NBD Exchange for all Rugged Tablet Win models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

| | |
|---|--------------|
| Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2) | 5.00% |
|---|--------------|

Rugged Tablet Android

PANASONIC

Minimum Configurations

| | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|--|---------------------|-----------------|---|------------------|---|
| Rugged Tablet Offering | FZ-A1BFAAZ1M | 1,529.00 | 15.00% | 1,299.65 | http://www.panasonic.com/business/toughbook/order-toughbook- |
| Mil-Std 810G Certified | | | | | |
| Texas Instruments or Marvell Processor | | | | | |
| 1GB RAM or greater | | | | | |
| 16GB Storage | | | | | |
| Android 4.1 OS or higher | | | | | |
| 802.11a/g/n integrated wireless | | | | | |
| 7 inch screen or greater | | | | | |

Warranty is three years NBD Exchange for all Rugged Tablet Android models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

| | |
|---|--------------|
| Minimum Percentage Discount for Rugged Tablets Android Accessories (see note #2) | 5.00% |
|---|--------------|

Peripherals

| Flash Drives | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--------------|---------|----------|------------|------------------|--|
| 8 GB | 2944676 | \$ 7.97 | 5.00% | 7.57 | www.cdwg.com |
| 16 GB | 2944667 | \$ 9.99 | 5.00% | 9.49 | www.cdwg.com |
| 32 GB | 2807784 | \$ 19.99 | 5.00% | 18.99 | www.cdwg.com |

| Monitors (wide aspect) | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------|---------|-----------|------------|------------------|--|
| 17" LCD | 3090906 | \$ 106.72 | 2.00% | 104.59 | www.cdwg.com |
| 19" LCD | 2978005 | \$ 96.75 | 2.00% | 94.82 | www.cdwg.com |
| | | | | 0.00 | www.cdwg.com |

| Power Strip | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------------|---------|----------|------------|------------------|--|
| 6 Outlet 6ft cord 790 Joule | 510853 | \$ 10.99 | 3.00% | 10.66 | www.cdwg.com |
| 8 Outlet 8ft cord 2500 Joule | 1863281 | \$ 18.94 | 3.00% | 18.37 | www.cdwg.com |
| | | | | 0.00 | www.cdwg.com |

| Mouse | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------|---------|---------|------------|------------------|--|
| Optical Scroll Mouse- USB | 2698521 | \$ 7.99 | 5.00% | 7.59 | www.cdwg.com |

| Keyboard | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------|---------|---------|------------|------------------|--|
| Standard Keyboard- USB | 3108359 | \$ 7.99 | 5.00% | 7.59 | www.cdwg.com |

| Wireless Keyboard/Mouse Combo | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|---------|----------|------------|------------------|--|
| Wireless keyboard and mouse USB interface | 2940368 | \$ 20.94 | 5.00% | 19.89 | www.cdwg.com |

| Cables | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|----------------------|---------|---------|------------|------------------|--|
| 10 ft CAT5e | 630142 | \$ 2.98 | 10.00% | 2.68 | www.cdwg.com |
| 7 ft CAT5e | 630134 | \$ 2.98 | 10.00% | 2.68 | www.cdwg.com |
| 3 ft CAT6 | 415020 | \$ 3.99 | 10.00% | 3.59 | www.cdwg.com |
| 7' CAT6 | 2473356 | \$ 3.99 | 10.00% | 3.59 | www.cdwg.com |
| HDMI to HDMI M/M 6ft | 2381888 | \$ 9.97 | 10.00% | 8.97 | www.cdwg.com |

| External Hard Drive | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------------|---------|-----------|------------|------------------|--|
| 1 TB USB 3.0 (portable) | 2691027 | \$ 69.99 | 3.00% | 67.89 | www.cdwg.com |
| 500 GB USB 3.0 (portable) | 2712180 | \$ 59.99 | 3.00% | 58.19 | www.cdwg.com |
| 2 TB USB 3.0 (external desktop) | 2200958 | \$ 91.99 | 3.00% | 89.23 | www.cdwg.com |
| 4 TB USB 3.0 (external desktop) | 2951745 | \$ 169.99 | 3.00% | 164.89 | www.cdwg.com |

| Web Cams | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|----------------|-------------|-------------------|-------------------------|---|
| Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution | 2871957 | \$ 26.92 | 7.00% | 25.04 | www.cdwg.com |
| Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution | 2835962 | \$ 33.91 | 7.00% | 31.54 | www.cdwg.com |

| USB Hubs | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| USB 2.0 7 port hub, power supply included | 1303738 | \$ 22.93 | 3.00% | 22.24 | www.cdwg.com |
| Mini hub 4 port hi speed USB, no power supply needed | | | | 0.00 | www.cdwg.com |

| Speakers | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|----------------|-------------|-------------------|-------------------------|---|
| PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included, | 293803 | \$ 23.93 | 4.00% | 22.97 | www.cdwg.com |
| PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included | 569151 | \$ 54.85 | 4.00% | 52.66 | www.cdwg.com |

| Label Printer | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included | 1752264 | \$ 102.73 | 3.00% | 99.65 | www.cdwg.com |

| I. Battery Back Up Unit | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| UPS external, 550 VA power capacity, 3 min battery run time | 1524034 | \$ 59.99 | 3.00% | 58.19 | www.cdwg.com |
| UPS external, 1440 VA power capacity, 7 min battery run time | 582532 | \$ 549.99 | 3.00% | 533.49 | www.cdwg.com |
| UPS 750 VA power capacity, 16 min battery run time | 806106 | \$ 411.96 | 3.00% | 399.60 | www.cdwg.com |

****Additional shipping costs for UPS's must be pre-approved by Authorized User prior to shipment

***Warranty is manufacturer's warranty for all peripherals

*****Once a supplier wins the peripherals category, their entire catalog of peripherals can be offered to the Commonwealth of Virginia and other public bodies. VITA reserves the right to reject any proposed products during the term of an awarded contract**

| MANUFACTURER | MINIMUM PERCENTAGE DISCOUNT FROM LIST |
|--------------------------|--|
| Acer | 2% |
| APC | 2% |
| Belkin | 2% |
| Black Box | 2% |
| C2G | 2% |
| Cisco | 2% |
| Crucial Technology | 2% |
| Drobo | 2% |
| Edge Memory | 2% |
| Epson | 2% |
| HP | 2% |
| Imation, IRONKEY, TDK, M | 2% |
| Intel | 2% |
| Kensington | 2% |
| Kingston | 2% |
| Lenovo | 2% |
| LG Electronics | 2% |
| Liebert | 2% |
| Logitech | 2% |
| NEC | 2% |
| Panasonic | 2% |
| Peerless | 2% |
| Planar | 2% |
| Seagate Technology | 2% |
| Startech.com | 2% |
| Targus | 2% |
| Tibco | 2% |
| Tripp-Lite | 2% |
| ViewSonic | 2% |
| Western Digital | 2% |
| Zebra Technologies | 2% |
| Verbatim | 2% |
| Transcend | 2% |
| PNY | 2% |
| Microsoft | 2% |
| Cyber Acoustics | 2% |
| Seiko | 2% |
| Havis | 2% |
| Gamber Johnson | 2% |

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

| Service or Warranty Description | Part Number | Rate |
|--|--------------------|-------------|
| CDW CREATE CUSTOM TAG/LABEL | 500814 \$ | 24.00 |
| CDW Install Basic Custom Asset Tag | 500815 \$ | 5.00 |
| CDW HARDWARE INSTALL FOR SERVER | 1706188 \$ | 25.00 |
| CDW HARDWARE INSTALL FOR DT-LT-PRT | 1706189 \$ | 10.00 |
| CDW INSTALLING CUSTOM SERVER IMAGE | 195856 \$ | 90.00 |
| CDW IMAGE DEPLOYMENT & INTEGRATION | 534223 \$ | 25.00 |
| CDW LASER ETCHING BASIC TEMPLATE | 1461344 \$ | 11.00 |
| CDW STANDARD APPLICATION INSTALL | 76056 \$ | 36.00 |
| CDW NETWORK OPERATING SYSTEM INSTALL | 76980 \$ | 200.00 |
| CDW STANDARD OPERATING SYSTEM INSTALL | 346243 \$ | 90.00 |
| CDW NETWORK APPLICATION INSTALL | 931000 \$ | 100.00 |
| CDW CUSTOM IP CONFIGURATION | 1197175 \$ | 12.00 |
| CDW OS DOWNGRADE | 1278296 \$ | 90.00 |

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

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

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

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

Signature:

Tara K. Barbieri

Printed Name:

Tara K. Barbieri, Director, Program Sales

Organization:

CDW Government LLC

Date:

03/12/2014

**EXHIBIT X STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)**

ISSUED UNDER

**CONTRACT NUMBER VA-XXXXXX-XXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
[SUPPLIER NAME]**

Exhibit X, between (Name of Agency/Institution) and (Supplier Name) (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia (and [Supplier]. In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]*

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as “Authorized User” under the provisions of the Contract,. The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution (“Solution”) or Services (“Services”) or Software (“Software”) or Hardware and Maintenance or Licensed Application Services” for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User’s Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project’s specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User’s location(s) in City/State, at Supplier’s location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.)

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User’s specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.)

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)

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

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.)

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.)

E. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)

F. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed \$US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

9. PROJECT DELIVERABLES

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

| No. | Title | Due Date | Format Required (i.e., electronic/hard) | Distribution Recipients | Review Complete | Final Due Date |
|-----|-------|----------|---|-------------------------|-----------------|----------------|
|-----|-------|----------|---|-------------------------|-----------------|----------------|

| | | | copy/CD/DVD | | Due Date | |
|--|------------------------------------|--|-------------|--|----------|--|
| | Project Plan | | | | | |
| | Design Plan | | | | | |
| | Implementation Plan | | | | | |
| | Data Conversion Plan | | | | | |
| | Risk Assessment Plan | | | | | |
| | Test Plan | | | | | |
| | Training Plan | | | | | |
| | Performance Plan | | | | | |
| | Contingency Plan | | | | | |
| | Disaster Recovery Plan | | | | | |
| | Cutover Plan | | | | | |
| | Change Management Plan | | | | | |
| | Transition Plan | | | | | |
| | Monthly Status Reports | | | | | |
| | Quarterly Performance /SLA Reports | | | | | |
| | Training Manual | | | | | |
| | Final Solution Submission Letter | | | | | |
| | Final Acceptance Letter | | | | | |

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

| Milestone Event | Associated Milestone Deliverable(s) | Schedule | Payment | Retainage | Net Payment |
|-------------------------------------|-------------------------------------|---------------------|----------|-----------|-------------|
| Project kick-off meeting | --- | Execution + 5 days | --- | --- | --- |
| Site survey | Site survey report | Execution + 10 days | --- | --- | --- |
| Requirements Analysis & Development | Design Plan | Execution+45 days | \$30,000 | \$15,000 | \$15,000 |
| | Project Plan | Execution+45 days | | | |
| | Implementation | Execution + 45 | | | |

| | | | | | |
|--------------------------------|-----------------|----------------------|----------|---------|----------|
| | Plan | days | | | |
| Begin Implementation | | Execution + 60 days | | | |
| Data Conversion & Mapping | | Execution + 90 days | \$10,000 | \$3,000 | \$7,000 |
| Installation of software | --- | Execution + 90 days | \$10,000 | \$1,000 | \$9,000 |
| Installation of hardware | --- | Execution + 90 days | \$10,000 | \$1,000 | \$9,000 |
| Configuration and testing | --- | Execution + 120 days | --- | --- | --- |
| Training | Training manual | Execution + 130 days | \$10,000 | \$1,000 | \$9,000 |
| 30-Day User Acceptance Testing | --- | Execution + 160 days | \$20,000 | \$2,000 | \$18,000 |
| Implementation complete | Solution | Execution + 160 days | \$10,000 | -- | \$10,000 |
| Final Acceptance | | Execution + 210 days | -- | -- | \$23,000 |

11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

| WBS No. | Milestone | Milestone Event | Milestone Task | Interim Task Deliverables | Duration |
|---------|-------------|------------------------|---------------------|---------------------------|------------------------------|
| 1.0 | Site survey | | | | |
| 1.1 | | Conduct interviews | | | |
| 1.1.1 | | | Schedule interviews | None | 20 days after contract start |
| 1.1.2 | | | Complete interviews | Interview Results Report | 25 days after contract start |
| 1.2 | | Receive AU information | | | |

12. ACCEPTANCE CRITERIA

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit B-X.

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

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

| Responsibility Matrix | Supplier | Authorized User |
|--|----------|-----------------|
| Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein | | √ |
| Server Hardware | | √ |
| Server Operating | | √ |
| Server Network Connectivity | | √ |
| Relational Database Management Software (Installation and Implementation) | | √ |
| Server Modules – Installation and Implementation | √ | |
| PC Workstations – Hardware, Operating System, Network Connectivity | | √ |
| PC Workstations – Client Software | | √ |
| Application Installation on PC Workstations | √ | |
| Wireless Network Access Points | √ | |
| Cabling, Electric and User Network Connectivity from Access Points | | √ |
| Wireless Mobile Computing Products – Scanners, printers | √ | |
| Project Planning and Management | √ | √ |
| Requirements Analysis | √ | √ |
| Application Design and Implementation | √ | |
| Product Installation, Implementation and Testing | √ | |
| Conversion Support | √ | |
| Conversion Support -- Subject Matter Expertise | | √ |
| Documentation | √ | |
| Training | √ | |
| Product Maintenance and Support | √ | |

| | | |
|-------------------------------------|---|---|
| Problem Tracking | √ | √ |
| Troubleshooting – IT Infrastructure | | √ |
| Troubleshooting – Solution | √ | |

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to “business days after project start” or “days after event/milestone.” Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User’s security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier’s employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier’s employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

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

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344> and select the Data Standards Guidance bulleted link. Your AITR can assist you.

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY’S AND DEPARTMENT OF ENERGY’S ENERGY STAR GUIDELINES RISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don’t align with this project’s schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project

Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- Development of the IT components of the Continuity of Operations Plan (COOP)
- Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP
- Development and exercise of the IT System Backup and Restoration Plan

19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

A. Weekly/Bi-weekly Status Update.

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will

escalate the matter in accordance with the Escalation provision of the Contract. (If none, you may add your escalation procedure in this section.)

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>.

Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

23. POINT OF CONTACT

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

Authorized User: _____

Supplier: _____

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

Supplier:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____

By: _____

(Signature)

(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Name: _____
(Print)

Title: _____

Date: _____

EXHIBIT H

AWARDED MANUFACTURERS/CATEGORIES

- Lenovo
 - PC/All-In-One
 - Laptop
 - Rugged Laptop
 - Chrome
 - Thin Client
 - Windows Tablet
 - Rugged Windows Tablet

- Panasonic
 - Rugged Tablet Android
 - Rugged Tablet Windows

- Acer
 - Chrome

- Peripherals