



Commonwealth of Virginia  
Virginia Information Technologies Agency

**STATEWIDE HARDWARE AND MAINTENANCE CONTRACTS**

Date: February 17, 2016

Contract #: VA-140331-DALY

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

Contractor: DALY Computers  
22521 Gateway Center Drive  
Clarksburg, MD 20871

FIN: 52-1541086

Contact Person: VA Sales Team  
Voice: 301-670-0381  
Fax: 301-963-1516  
Email: [vasales@daly.com](mailto:vasales@daly.com)

Term: March 31, 2016 – March 30, 2017

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency  
Supply Chain Management

Greg Searce  
Strategic Sourcing Specialist  
Phone: 804-416-6166  
E-Mail: [gregory.searce@vita.virginia.gov](mailto:gregory.searce@vita.virginia.gov)  
Fax: 804-416-6361

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

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

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





## *COMMONWEALTH of VIRGINIA*

### **Virginia Information Technologies Agency**

Nelson P. Moe  
Chief Information Officer  
Email: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

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

TDD VOICE -TEL. NO.  
711

February 17, 2016

Diane Gasper-Jones  
Daly Computers Inc  
22521 Gateway Center Drive  
Clarksburg Maryland 20871

Per Section 3.A. ("Term and Termination") of contract VA-140331-DALY, 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. 2

TO  
CONTRACT NO. VA-140331-DALY  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
Daly Computers Inc

This Modification No. 2 is an agreement between the Commonwealth of Virginia, herein referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Daly Computers Inc., herein referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract No. VA-140331-DALY (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

VITA agrees to allow the Supplier to add the following items:

Category	Manufacturer	Minimum Specs	Minimum % off of List	Warranty
USB PC	Intel	2GB Memory 32GB Storage	10.66%	One Year Manufacturer
	Lenovo	2GB Memory 32GB Storage	37.15%	One Year Manufacturer
	IronKey	32GB Storage	13.50%	Three Years Manufacturer

The foregoing is the complete and final expression of the parties' agreement to modify Contract No. VA-140331-DALY and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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

**Daly Computers Inc**

BY: *Bryan Yu*  
NAME: RYAN YU  
TITLE: President  
DATE: 1/13/2016

**COMMONWEALTH OF VIRGINIA**

BY: *[Signature]*  
NAME: GREGORY SCEARCE  
TITLE: STRATEGIC SOURCING SPECIALIST  
DATE: 1-13-16

**MODIFICATION NO. 1  
TO  
CONTRACT NUMBER VA-140331-DALY  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
DALY COMPUTERS INC.**

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

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 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 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 Pages 22-23.  
*"In the event of a settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."*
5. Add to the definition of "Dispute Resolution" in Section 18 Subsection E on Contract Pages 25-26.  
*"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-DALY 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.

DALY COMPUTERS, INC.

BY: 

NAME: Ryan Yu

TITLE: President

DATE: July 9, 2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: James Mackenzie

TITLE: Strategic Sourcing Specialist

DATE: 07/10/14



# **Hardware and Maintenance Contract**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

**DALY COMPUTERS, INC.**

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**HARDWARE AND MAINTENANCE CONTRACT  
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## HARDWARE AND MAINTENANCE CONTRACT

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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 Daly Computers, Inc. ("Supplier"), a corporation headquartered at 22521 Gateway Center Drive, Clarksburg, MD 20871, 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 successful delivery to the designated ship to location (Receipt), as specified in the applicable order.

**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.

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**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.

**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 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.

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**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

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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**

Except for late delivery beyond Supplier's control, 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 constitute a material breach of this Contract resulting 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 tenth of one percent (.01) of the total purchase price, for

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each day that the Product is undelivered (late delivery should not include operation) for a period of thirty-five (35) days following the agreed upon delivery date, or if none specified, following the date order was received by Supplier. If the delay lasts longer than thirty-five (35) 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, or if none specified, following the date order was received by Supplier, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach regarding the subject order. 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**

**D. Product Installation**

Unless otherwise agreed, Supplier shall provide the initial installation of all Products at no additional charge. 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 when the ordering Authorized User determines that such Product successfully operates in accordance with the Requirements. Such Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order, after 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 five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

**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

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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, provided such maintenance parts are available from the manufacturer or the manufacturer authorized maintenance parts supplier. 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. 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

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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**

Unless otherwise agreed, the Product purchase price excludes all costs for the training of one trainer per order or SOW 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**

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, 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

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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 fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;

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- ii). The Product shall be free of defects in material, design and workmanship;
  - iii). Upon delivery, the Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;
  - iv). Each Product delivered hereunder shall function in conformance with the Requirements;
  - v). 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;
  - vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
  - vii). 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 C 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.

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**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.

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

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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**

## **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.

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**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.

**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.

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## 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

## 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

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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**

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

## **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

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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. Unless otherwise specified by the Authorized user, 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.

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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

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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 monthly in arrears unless otherwise stated. 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 unless otherwise agreed to by the Authorized User. 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 overbilling 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

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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.

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### 13. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty offered to any commercial or government customer of Supplier, provided the terms and conditions are similar. For example, a buyer of 10,000 units of an item may get a price which is less than the price for 1 unit. If Supplier enters into any arrangement with another customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

### 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 losses, damages, claims, demands,

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

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

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**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

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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 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.

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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:

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

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

**H. No Waiver**

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

**I. Assignment**

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

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

**J. Captions**

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

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**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, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

**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

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- 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

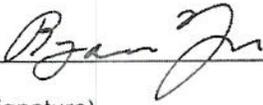
This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and 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 F.

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.

Daly Computers, Inc.

By:   
(Signature)

Name: RYAN YU  
(Print)

Title: President

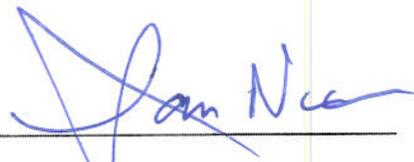
Date: March 11, 2014

Address for Notice:

22521 Gateway Center Drive  
Clarksburg, MD 20871

Attention: RYAN YU

VITA

By:   
(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

<b>Exhibit A</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>General</b>		
<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>Y</p>	<p>Daly has the sales and technical resources/personnel to service and support the entire Commonwealth.</p> <p><u>Sales and Related Support Services</u>                      Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. Daly has a 15 year track record of selling to all locations within the Commonwealth of Virginia. Daly is currently selling and delivering a wide range of PC/laptop/server and other related technologies/devices and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide government and education contracts that it currently holds. These contracts are: VITA Computers, Peripherals, COTS Software, and Related Services Contract; VITA Intel/AMD Server Contract; VITA Networking Equipment and Services Contract; University of Virginia Supplies and Peripherals VASCUUP Contract; VCCS Large/Midrange and Entry Level Servers, Desktop, and Laptop PCs, and Related Peripheral Products Purchasing Contracts, as well as other local education and government contracts such as Fairfax County Public Schools Consulting and Services Contract which has a hardware component and Arlington County government hardware contract.</p> <p>To ensure that its sales coverage model can properly support the Commonwealth statewide, Daly has put in place teams of dedicated field reps and inside sales reps assigned to sell and support the entire Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg</p>

	<p>County and over to the Tidewater area. The Northern Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. A dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. Combined, Daly’s dedicated Virginia sales team has an average tenure of over 8 years serving the Commonwealth of Virginia (between 4 to 15 years). As such, this team of sales reps is very familiar with all the Virginia public sector customers statewide. In addition to the above mentioned sales resources, Daly has teams of marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u></p> <p>Daly has the technical resources, the experience and the technical infrastructure to service all locations within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel to cover all locations in the Commonwealth in response to the technical services requirements of this contract. Daly is currently providing such services already under its VITA, VASCUUP, and VCCS contracts. Daly has teams of technical resources and services personnel providing technical support in the far eastern Virginia (Tidewater area) as well as the central and northern regions of the state. This pool of resources is used to cover regions in the far western parts of the state also.</p> <p>To enhance its technical services and support capabilities, Daly may also use qualified Virginia based subcontractors. These subcontractors will enhance Daly’s technical</p>
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		<p>services resources and capability as well as contribute towards the strengthening of the small businesses community in the Commonwealth.</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>Daly’s service and sales personnel undergo extensive trainings of all types throughout the year. The trainings consist not only on the technologies and solutions from the proposed manufacturers, but also include a broad swath of very relevant industry certifications (i.e. CompTIA’s A+, Server +, Security +, Network +, etc.) and certifications from other industry standard manufacturers such as Microsoft, VMware, Adobe, etc.</p> <p>As one of the largest and oldest value added resellers and system integrators in the region focused primarily on state / local government and education customers, training for service and sales personnel is a non-stop process that takes place throughout the year. In fact, as an elite business partner of the many manufacturers proposed in this RFP, training and attaining their certifications and competencies are mandatory requirements to staying certified and authorized to sell and service their technologies. In addition to the above, Daly’s service and sales personnel are required to obtain certifications from industry organizations and other manufacturers in order to be well versed and comprehensive in their knowledge and capabilities. Additionally, Daly’s service and sale personnel are constantly receiving trainings on Daly’s internal processes, industry best practices and Daly’s various government and education contract requirements.</p> <p>Trainings are provided in the following ways:</p> <ol style="list-style-type: none"> <li>1. Mandatory sales and service online trainings for manufacturer certifications – these are assigned and taken as often as needed throughout the year. Typically, there is someone undergoing training every month.</li> <li>2. Manufacturer provided technology briefings – these are conducted several times a week, typically as lunch and learn</li> </ol>

		<p>sessions or few hour long sessions.</p> <p>3. Offsite manufacturer sponsored training events – these are in depth training that may last for days and are typically done quarterly or semi-annually.</p> <p>Most major computer and IT manufacturers mandate that authorized trainings and certifications be obtained as part of the authorization process to purchase, sell, and service their products and technologies. Shown in Exhibit 1 are sample manufacturer and industry certifications received by Daly’s sales and technical personnel. Letters of support and authorizations from the proposed manufacturers and their authorized supply chain distributors are shown in Exhibit 2. The letters of support show Daly’s status as authorized business partner to sell and support those manufacturers’ technologies.</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>Daly has in place the marketing programs and resources to promote this contract to schools, universities, local, and non-Executive Branch state agencies statewide. Daly maintains a dedicated in house Marketing Department and believes that it has one of the strongest and most proactive marketing programs in the Commonwealth. For the past 13 years, its marketing campaigns have actively reached out to all sectors of the Virginia state / local governments, educational institutions, non-Executive branch and Executive branch state agencies. Daly believes that its ability to market and promote this contract is second to none. Daly’s marketing goals are as follows:</p> <ul style="list-style-type: none"> <li>• Promote the contract, its offerings and its advantages to all parties eligible to use the contract.</li> <li>• Educate the customer base on the contract details, the usage of the contract, and show customers how the contract can be utilized to obtain their needed solutions.</li> <li>• Educate customers on the benefits of the various technologies and related solutions from the manufacturers proposed.</li> <li>• Advertise solutions that can be customized to the customer’s specific needs.</li> </ul>

	<ul style="list-style-type: none"> <li>• Endeavor to make this contract the most used contract vehicle in the Commonwealth for the products, technologies, and solutions proposed.</li> <li>• Put Daly in the leadership position in terms of contract buys and usages.</li> </ul> <p>In addition to participating in most of the Virginia government and education technology shows and events that occur each year, Daly continues to proactively host its own technology shows and events several times a year in different parts of the Commonwealth. In each of Daly’s larger hosted events, at least 20 to 25 of Daly’s technology/vendor partners are invited to showcase their technologies and share with the Commonwealth various state of the art technology solutions and best business practices.</p> <p>In just the past 12 months alone, Daly has hosted 2 large technology events in the Richmond area. We also held a seminar with Palo Alto Networks at the Richmond International Raceway last summer. In addition, we have participated in technology seminars and events throughout the state. Some of these include: VAGP, VA Educational Technology Conference, DGS Procurement Forum, Virginia Association of Chiefs of Police Conference a CAPA event, VCU’s Technology Fair, VCCS New Horizons Conference and the ACCS 2012 Conference along with many other ones.</p> <p>Daly’s field account executives, inside sales staff as well as its marketing personnel are constantly visiting and talking to customers on a daily basis in regards to state contracts, their usages, technology trends and various IT solutions. Our marketing efforts try to incorporate knowledge gained from customers located statewide into productive email and web campaigns, mailers, promo events, demonstration campaigns, and other fun filled technology / education related events.</p>
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		<p>Daly is always open to marketing ideas and welcomes customer’s feedback on our marketing programs, performances and events. We want to know what more we can do for our customers. Simply call and talk to us. Many of our marketing events are a result of customer’s requests.</p>
<p>Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.</p>	<p>N</p>	<p>Daly does not charge re-stocking fee on return equipment if the reason for the return is due to Daly’s error. Even when there are no errors on the part of Daly and the equipment needs to be returned, Daly works hard to not charge re-stocking fee. Our track record will attest to that. Typically we only charge re-stocking fee if for some reason, the manufacturer or the distributor in question simply cannot take the product back. In those instances, Daly will have no choice but to charge a minimal re-stocking fee to recoup its loss. In those cases, re-stocking fee is up to 20% plus the transportation cost. Daly will work very hard to minimize the customer impact. Copies of Daly’s <i>product return process</i> can be found online at <a href="http://www.daly.com/customer-portals/returns.html">http://www.daly.com/customer-portals/returns.html</a>.</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>Daly has won many awards on all of the categories proposed (except for the refurbished equipment categories). Some such examples are Daly’s current and previous VITA contracts for PC/laptops, servers, and other related computing devices. Similar awards are received from the State of Maryland and various Federal agencies. A current listing of these awards can be found online at <a href="http://www.daly.com/contracts/">http://www.daly.com/contracts/</a> and <a href="http://www.daly.com/contracts/virginia/">http://www.daly.com/contracts/virginia/</a>.</p> <p>Sample letters of recognitions from the world’s two largest computer manufacturers are shown in Exhibit 3. The letters are from Lenovo and HP. Other industry recognitions are exemplified by Daly being invited to be on major manufacturers’ advisory councils. Examples of such advisory councils are as follows:</p> <ul style="list-style-type: none"> <li>• HP’s Public Sector Advisory Council</li> <li>• Intel’s Solution Provider Advisory Council</li> <li>• CompTIA’s GSA Advisory Council</li> </ul>

		<ul style="list-style-type: none"> <li>• Ingram Micro’s GovEd Advisory Council</li> <li>• Lenovo's SE Business Advisory Council</li> <li>• Brocade Business Partner Advisory Council</li> </ul>
Does your organization participate in any type of governmental conferences that allows you to promote government contracts that have been awarded to your organization? If so, please explain.	Y	Daly has a long history of actively participating in various governmental conferences. For example, in the past 12 months alone, Daly has participated in the following events: VAGP event in Williamsburg, VA Educational Technology Conference, DGS Procurement Forum, Virginia Association of Chiefs of Police Conference a CAPA event, VCU’s Technology Fair, VCCS New Horizons Conference and the ACCS 2012 Conference along with many other ones.
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. ( <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a> )	Y	Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly’s current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shot of Daly’s current VITA punch-out catalog is shown in Exhibit 4.
Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain	Y	Daly’s web catalog displays real time product availability. Daly’s ecommerce and web catalog is managed by CNET, now a CBS Corporation. CNET is a global company and manages / has one of the world’s largest technology information clearing house. This information repository is the underlying data source for Daly’s ecommerce and web catalog. The web catalog receives near real time product availability, technical and pricing information from the nation’s largest manufacturer authorized supply chain distributors, such as Ingram Micro, Tech Data, Synnex, Avnet and directly from manufacturers such as HP and Dell. These named distributors represent the authorized supply chain of the manufacturers proposed. Product availability and related information from these distributors is uploaded daily. Product availability shown in Daly’s web catalog is near real time. A partial screen shot of Daly’s web catalog being updated in near real time is shown in Exhibit 5.
Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at:	Y	Daly’s solution complies with current COV ITRM Policies and Standards.

<p><a href="http://www.vita.virginia.gov/library/default.aspx?id=537">http://www.vita.virginia.gov/library/default.aspx?id=537</a></p>		<p>Additionally, Daly has reviewed the VITA ITRM Standard security document, Removal of Commonwealth Data from Electronic Media Standard and certifies that it will comply with the stated security requirements and associated procedures. Daly understands and agrees that all equipment containing Commonwealth data will have the data securely removed from the electronic media before the equipment is surplus, transferred, traded-in disposed of or replaced. If and when required, Daly will remove the data using the acceptable methods defined in the ITRM security document. The acceptable methods are overwriting, degaussing, or physically destroying the hard drives. The data removal process also includes the removal of the data from non-volatile memory and other medias such as CD, DVS, USB storage devices, etc.</p> <p>As part of the data removal process, Daly will also comply with the quality assurance testing and certification standards set forth in the ITRM security data removal process. Daly will use the certification tags and the data removal quality assurance form defined in the security document to record the processes used to remove the data. Additionally, Daly will comply with the Non-Disclosure Agreement governing the confidentiality of the agency information when working with the Commonwealth equipment.</p> <p>As an added compliance to the ITRM security requirements, Daly can allow user to keep a failed hard drive while receiving a new hard drive under warranty.</p>
<p>Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <a href="http://www.vita.virginia.gov/oversight/default.aspx?id=10344">http://www.vita.virginia.gov/oversight/default.aspx?id=10344</a></p>	<p>Y</p>	<p>Daly's current interfaces to Commonwealth systems comply with applicable Commonwealth Data Standards as specified. For example, Daly has worked with VITA for many years in providing its ecommerce punch-out services.</p>
<p>Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If so, please explain.</p>	<p>Y</p>	<p>All manufacturers proposed are global companies and their equipment proposed meet the current EPA's and DOE's Energy Star guidelines. A comprehensive listing for these</p>

		<p>manufacturers can be found online at <a href="http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=CO">http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=CO</a>.</p> <p>Sample Energy Star certifications for some of the manufacturers can be found online at <a href="http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html">http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html</a> and shown in Exhibit 6.</p>
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<b>Appendix E</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>Reports</b>		
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.	Y	With its enterprise ERP system, Daly can easily generate a variety of reports detailing products and orders that have been shipped, delivered, or placed in any of its customer's locations. Daly's ERP system records and tracks all products shipped and their ship to locations. Tracked information includes but is not limited to the following: equipment model numbers, unit price, serial numbers, quantity of the products shipped, customer PO numbers, buying agency, buyer name, end-user name when available, all pertinent customer information available at the time of transaction, products shipped to / delivered locations, ship to contact person, products ship date, product sign off date, Daly's invoice numbers, etc. A sample report is shown in Exhibit 7. Daly can customize the report to the customer's specifications. All requested reports are also available in hard and or electronic copies via email or online access.
Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.	Y	Authorized users and customers can have access to an electronic service log via Daly's online customer service portal. This service portal gives customers access to an electronic service log within Daly's call tracking system. The service log contains all pertinent information related to a particular service call or work order. Some of the information tracked is as follows: date and time of initial call; Daly work order number; customer's work order number; customer name; address, and contact information; equipment model number and serial number; descriptions of reported problem; and all the incidents and actions taken to resolve the call.  Daly's customer service web portal can be accessed at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a> . Sample screen shots of Daly's online electronic service log are shown in Exhibit 8.

<p>Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.</p>	<p>Y</p>	<p>Daly can provide a variety of reports that may be of added value and benefits to the Authorized Users. Some such reports are as follows:</p> <ol style="list-style-type: none"> <li>1. A comprehensive report of all products purchased by the Authorized User to include all hardware, software, and related services purchased.</li> <li>2. If the Authorized User manages many departments, a complete purchase report by departments can be generated.</li> <li>3. Reports documenting warranty information on the hardware purchased. This information allows Authorized User to properly plan their technology refresh, upgrade schedule or disposal strategy.</li> <li>4. Reports documenting software licensing and their maintenance schedule. This information is important for server related software such as VMware, Adobe, Microsoft, etc.</li> <li>5. Complete asset inventory report listed by asset number, product models, serial numbers per location as well as unit price, warranty start and end date, etc. Daly can also conduct onsite asset inventory audits on customer’s hardware and software.</li> <li>6. Complete service call history report with equipment failure rates and trending charts.</li> <li>7. Various trending reports can be provided based on customer’s specifications.</li> <li>8. By tracking customer’s equipment purchases, Daly can help the Authorized User manage their inventory assets.</li> </ol> <p>Daly’s account managers and project managers will work closely with the customers to design reports that will bring added value and meet the customer’s specific requirements. As a VAR and a total solution provider, it is Daly’s mission to constantly find ways to provide additional value for its customers. All information can be available in hard copy and or electronic copy. Examples of some of the value add reports are shown in Exhibit 9.</p>
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<b>Appendix E</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>Services and Sales</b>		
<p>Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.</p>	<p>Y</p>	<p>Daly provides a variety of service and support programs and solutions for Authorized Users to receive service within 8 hours of notification or next business day. The solutions include but are not limited to: 8 hour onsite service; next business day (NBD) onsite service; same day 4 hour onsite service; loaner system program when a problem cannot be resolved the same day of the service; same day 4 hour onsite service with problem resolution; provide onsite spare parts inventory to ensure fast service turnaround; and having a Daly engineer report onsite on a regular basis.</p> <p>To ensure that the users and the equipment receive the proper level of services, it is important that Daly’s account managers and or project manager(s) work closely with the users to thoroughly understand the requirements and thereby craft the appropriate service solution for the user and or the device. Daly understands that in a public sector enterprise environment, different devices and users have different levels of priorities and mission criticality. A well designed service program should incorporate those requirements in the service SLAs.</p> <p>As an authorized service provider for many of the manufacturers proposed, Daly has the organizational infrastructure and the technical resources in house to service this contract within the required SLA response time. However, from time to time, when the circumstance calls for it, Daly will utilize the manufacturer’s technical resources or possibly Daly’s qualified subcontractors to complement and supplement its capabilities.</p> <p>Daly’s 7x24 help desk and call center is the front line that receives all customer service</p>

	<p>requests. It is currently averaging a response time of less than 30 seconds from the initial call in. The toll free help desk number is (888) DALY-TEC. Customer service calls / requests received are diligently processed for immediate actions. All requests received are carefully logged into Daly’s call tracking system. Customers also have other options to reach Daly’s help desk and call center. They are: via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a>; via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>; or directly communicate with Daly’s call tracking systems via the customer’s call tracking system. When call requests are received, they are immediately acknowledged by Daly’s help desk and call center personnel for the proper follow on action. Sample screen shots of Daly’s customer service web portal are shown in Exhibit 10.</p> <p>Once all the pertinent information is recorded into Daly’s call tracking system, the help desk personnel takes appropriate steps to diagnose the problem at a Tier 1 level. If Tier 2 escalation is needed, the appropriate engineer is called upon. Daly’s call tracking system has an automated alert system whereby if the call is not responded to within the contract SLA time line or the customer defined time line, automated escalations via emails and or text messages are sent out to management for immediate actions. This alert system proactively notifies management of pending non-compliances.</p> <p>When Authorized Users call in, they are issued unique Daly service work order numbers. These identifier numbers are used to track the calls through their final resolutions. Customer’s unique service work order numbers may also be recorded for easy cross references.</p> <p>If the problem is not immediately resolved over the phone and the service call requires an onsite visit, a qualified technician and or engineer will be dispatched to the customer</p>
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		<p>site within the required SLA. Daly maintains manufacturer certified engineers and technicians. Some sample Daly manufacturer certifications are shown in Exhibit 1. Customer will be given an estimated time of arrival. Daly maintains a fleet of trucks and teams of qualified and experienced field technicians and engineers for field services.</p> <p>If parts are required for the service call, Daly's help desk will either pull such part from its service warehouse or order them directly from the manufacturer or the manufacturer authorized service parts provider. Most parts ordered are shipped over night to either Daly's location or a location near the customer site for morning pickup. Faster turnaround is also available and will require pre-arranged SLA agreement with the customer. Daly's mission is to ensure that all calls are addressed in a timely manner to the customer's satisfaction and within the contract SLA.</p> <p>It is Daly's policy that a service call is not closed until the customer deems that the call is closed. This policy ensures that the customer's needs are met and a high degree of customer satisfaction is achieved. Daly has been providing this type of help desk and field dispatch services for the Commonwealth for many years.</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>Daly currently provides its government and education customers with a variety of hardware and software support during business hours from 8:00 am – 5:00 pm EST. This service and support are also available after hours. Daly's service and support are derived from the following resources:</p> <ul style="list-style-type: none"> <li>• Daly's senior system engineers, system architects, and network engineers</li> <li>• Daly's subject matter experts</li> <li>• Daly's teams of customer engineers and field technicians</li> <li>• Daly's Project managers</li> <li>• Daly's 7x24 help desk and call center</li> <li>• Daly's sales personnel and pre-sales engineers</li> <li>• Engineers and technical resources from</li> </ul>

	<p>Daly’s manufacturer partners and or subcontractors.</p> <p>When permissible, equipment delivered can be remotely monitored by Daly’s engineering team.</p> <p>Daly’s technical staff can be reached either via a toll free technical support line at (888) DALY-TECH or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via its service web portal. Daly’s sales personnel can be reached via Daly’s toll free sales line at (800) 955-DALY or via email at <a href="mailto:VASales@daly.com">VASales@daly.com</a>. Individual sales and technical personnel can also be reached via their emails, cell phones, and text messages.</p> <p>Hardware and software support services include the following:</p> <ul style="list-style-type: none"> <li>• Technical consultation and configurations on the hardware and related software proposed</li> <li>• Integrated software solutions for PC, laptops, servers, and other computing devices</li> <li>• Total solution best practices discussion</li> <li>• System design, benefits, implementation processes, and related solutions</li> <li>• Various technology programs customized to the customer’s specific needs</li> <li>• Total cost of ownership discussion and the associated financial modeling</li> <li>• Hardware and software technology roadmap briefings and training sessions</li> <li>• Hardware and software demonstrations prior to purchases</li> <li>• In-warranty and out-of-warranty hardware technical services support</li> <li>• Complete engineering support and staff augmentation services</li> <li>• When permissible, remote management</li> <li>• Custom solutions and technical services to include 7x24 onsite services</li> </ul> <p>Daly’s sales, technical and project management personnel will work closely with the customers to craft and provide the required hardware and software solutions that will meet the customer’s specific needs.</p>
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<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>Daly has qualified technicians and engineers to service all the devices proposed. Additionally, Daly will leverage the manufacturers' service and warranty programs to fulfill the service / warranty requirements of the RFP.</p> <p>For examples:</p> <p>Under the PC and All-In-One category, Daly will utilize the manufacturer's 3 years onsite NBD warranty complemented by Daly's onsite and help desk / call center technical services. Other enhanced warranties such as off hours warranty coverage, P-1 mission critical response, equipment sparing, accidental damages, image rebuilt warranties, etc. are available from Daly.</p> <p>Under the User &amp; Refurbished equipment category, Daly will provide the required 3 years warranty programs. These warranties will include onsite or depot warranties depending on the customer's preferences.</p> <p>Under the Laptop category, Daly will provide the manufacturers' 3 years next day exchange warranties. However, please note that this warranty is very expensive and most agency customers normally only subscribe to the 3 years NBD onsite warranties. A next day exchange warranty may not work for the customers as the equipment hard drives will most likely be "exchanged" away and for that reason, most customers if not all do not want that. An onsite or depot repair warranty can ensure that the customer's hard drives (or hard drive contents) are retained if the hard drive is not the problem.</p> <p>Under the Chromebook, Thin Client, Rugged Laptop, Rugged Tablets (Windows &amp; Android) Android Tablets and Windows Tablets categories, Daly will provide the manufacturers' 3 years NBD exchange warranties.</p> <p>Under the Server category, Daly will utilize the manufacturers' 3 years onsite warranty programs complemented by Daly's help desk /</p>
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		<p>call center and technical services.</p> <p>One of the major components of being able to provide next business day warranty is the ability to obtain service parts for the service call in question. Under the manufacturer NBD warranty programs proposed, these service parts will be available via next day overnight shipments to the customer site. By calling into Daly’s help desk / call center Daly will facilitate the overnighting of the service parts to either Daly’s service locations or a location near the customer site for next day pickup. Alternately, customers can also call the manufacturers directly for the NBD warranty calls. Under this contract, Daly will either utilize its technicians / engineers or the manufacturers’ engineers to service the equipment under a NBD onsite warranty coverage. Typically utilizing the manufacturers’ technicians are more efficient and expedient, especially in light of the fact that it is already registered under the said manufacturer’s NBD warranty programs.</p>
<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>Daly certifies that it is committed to the service level agreements noted in Appendix A. Daly has a track record of complying with such SLA for many years.</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>Daly absolutely has the 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>Daly’s technical and engineering teams routinely provide its government and education customers with a wide range of services. They include the following:</p> <ol style="list-style-type: none"> <li>1. Hardware configurations of all types of servers 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. The servers include stand-alone systems, rack based systems, and blade servers.</li> <li>2. Software configurations include server operating systems such as Windows Server</li> </ol>

		<p>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.</p> <ol style="list-style-type: none"> <li>3. Server configuration and installation services also include the design, setting up, and integration of server virtual machines in the customer’s SAN infrastructure.</li> <li>4. Daly’s engineers and system architect can also integrate the physical and virtual servers into the customer’s complete network, storage, security, and enterprise infrastructure.</li> <li>5. Daly’s certified engineers routinely provide its government customers 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.</li> <li>6. Whether the installation services is for new servers, a virtual servers or the upgrade of existing servers, Daly’s engineers will provide complete data migration services.</li> <li>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.</li> <li>8. Other server related configuration and installation services include peripheral equipment such as PDU, KVM, rack fans, network switches, routers, etc.</li> <li>9. Software Applications – Daly’s engineers can also install a variety of application software to include but not limited to business applications, databases, security</li> </ol>
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		<p>software, communication software, management software, and all types of utilities and software patches onto the delivered servers.</p> <p>For complex deployment services, Daly will assign project managers and experienced installation personnel to ensure that all phases of the installation services are properly pre-planned and executed to the customer’s time line and expectation. Proper risk mitigation steps are always exercised as part of Daly’s Project Implementation Plan and Methodology guidelines. A sample copy of this is shown in Exhibit 11. This document illustrates Daly’s methodical approach to managing large scale deployment and installation projects.</p> <p>In summary, Daly’s architect, configuration, and installation services include the following components:</p> <ol style="list-style-type: none"> <li>1. System design and consultation.</li> <li>2. Master image build, testing and validation.</li> <li>3. Replication of master image onto the required systems.</li> <li>4. Complete system configuration and testing.</li> <li>5. Bar code asset tag of the systems. Asset tags may be customized or using customer’s asset tags.</li> <li>6. Provide complete asset management of all delivered equipment to include capturing of all destination information. Asset management may also include the customer’s legacy / existing equipment.</li> <li>7. Stage and warehouse servers and related equipment for scheduled deliveries and installation services.</li> <li>8. Onsite server related data transfer and or migration services.</li> <li>9. When permitted, installation services may include connecting the servers to customer’s network domain, authenticate the systems onto the network, and test all server functionalities and applications.</li> <li>10. Provide complete physical and virtual sever design and installation services.</li> <li>11. Installation services may include a wide</li> </ol>
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		<p>range of servers, network equipment, other data center related equipment, peripherals and accessories.</p> <ol style="list-style-type: none"> <li>12. Disposal and recycling of old equipment while capturing the asset information.</li> <li>13. Proper disposal and shredding of server hard drives.</li> <li>14. Make sure that all delivered and installed equipment are properly signed off by customers.</li> <li>15. Provide complete equipment and project related documentation.</li> <li>16. Provide experienced project manager for detailed planning, customer liaison, and performance reviews.</li> <li>17. Provide all technical resources for delivery and installation services.</li> </ol> <p>Daly maintains a 43,000 square feet production and integration facility located at its Clarksburg headquarters. From this facility Daly is able to pre-configure and customize servers and related technologies / equipment to the customer’s exact specifications. The integration process includes the design and configurations of server operating systems, virtualization software (i.e. VMware), and application software. This facility can customize, test, and produce hundreds of servers and thousands of client computers a month. With this type of pre-configuration and volume production capability locally, installation services at the customer sites are made easier and more efficient. With Daly’s installation resources, experience, and capability, Daly is able to meet the Commonwealth’s configuration and installation services requirements.</p>
<p>Does your proposed solution include a customer support program? If so, please describe your firm’s ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.</p>	<p>Y</p>	<p>Daly Computers has been working with the Commonwealth of Virginia government and educational institutions for almost 20 years and has a long track record of proactively informing its customers of new products, changes in technology, advanced specification documentation and other market information. A combination of different approaches is used to achieve optimal results. The approaches include the following combination of activities.</p>

	<ol style="list-style-type: none"> <li>1. Throughout the year, Daly’s field account executives and project managers visit customers statewide disseminating vital product information, technology trends, best business practices, and future technology roadmaps.</li> <li>2. Daly’s inside sales reps along with Daly’s marketing personnel call on customers throughout the year disseminating important change information. Daly maintains its own in-house telemarketing team.</li> <li>3. Technology seminars, briefings, and technology roadmap presentations are conducted throughout the year at different customer sites or at a convenient off site location.</li> <li>4. Daly’s technology showcases held several times a year in the Commonwealth have been a great medium to provide customer technology updates and introductions.</li> <li>5. Daly’s web site connects users to different current industry trends and technologies.</li> <li>6. Daly’s ecommerce engine has a feature that effectively compares the specifications from different product sets.</li> <li>7. Mailers and email notices are sent out throughout the year informing customers of different product information, news, and trends.</li> <li>8. Daly actively works with its manufacturer partners throughout the year to educate our customer base via technology events and seminars.</li> </ol> <p>Some other customer support programs available are as follows:</p> <ol style="list-style-type: none"> <li>1. Daly’s 7x24 help desk and call center are available to help customers.</li> <li>2. Consultation and engineering design services provided by Daly’s senior engineers and solution architects.</li> <li>3. Programming services for application designs, implementation, and support.</li> <li>4. Technical resources for staff augmentation services.</li> <li>5. Project management services to support</li> </ol>
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		<p>technology implementation and deployment services.</p> <p>6. Technology and equipment customization and design services.</p> <p>Daly will work with customers to optimize the needed programs.</p>
<p>Does your proposed solution include your firms 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>Daly regularly delivers large quantities of equipment and full systems to multiple Virginia government and education customer locations throughout the Commonwealth.</p> <p>By maintaining its own fleet of trucks and delivery / installation personnel as well as having a large production / integration / warehouse facility where equipment can be carefully staged for shipping, Daly is able to manage simple to complex deployment logistics and pre-schedule arrival times to accommodate the customer’s exact needs. Currently Daly has a fleet of ten (10) trucks. During busy seasons, additional trucks are brought online. All delivery and related installation services are required to be signed off by the customer for satisfaction approval. An example is Daly’s delivery of hundreds of equipment to various Virginia DSS locations throughout the Commonwealth at pre-schedule times after the products have been inventoried, asset tagged and recorded at Daly’s integration facility. This service has also been used by VDOT and the Commonwealth ABC. When preferred and or requested, the asset information is transmitted electronically to the customer along with the tracking number while the shipment is en-route. By the time the equipment arrives at each site, the customer is ready to receive the equipment in an orderly manner. Daly has been providing this type of delivery services for over 20 years.</p> <p>Daly’s process of providing successful deliveries begins with accurately identifying and understanding the customer’s delivery requirements. Such requirements include understanding the model and quantities needed at each location; bar code / asset tag requirements if any; exact times products are needed at each location; delivery methods</p>

		<p>preferred (i.e. inside delivery vs. loading dock pallets delivery); site contact information, and any special delivery or installation instructions. At times, even the internal physical layout of the building will need to be understood in order to properly transport large quantities of equipment to their final destinations.</p> <p>Relatively simple deliveries are typically processed by the sales team. For complex deliveries and deployments, a project manager is assigned to manage all the logistics. An example of such project is a multiple location delivery with complex installation services staggered over a period of time. As a standard practice, once an order is received, Daly’s inside sales, project manager, and or integration manager will coordinate the staging and delivery schedule as well as the installation schedule and requirements directly with the customer. Meticulous planning will be put in place to ensure that all equipment arrives on time as scheduled and arrives in the agreed upon methods.</p> <p>Daly is proud to have one of the deepest resource pool and delivery infrastructure servicing the Commonwealth.</p>
<p>Does your proposed solution include IT equipment disposal and recycling services? Please provide details and pricing for these services in Appendix C (Services/Warranty Tab)</p>	<p>Y</p>	<p>Daly Computers has been providing IT equipment disposal and recycling services for its government and education customers for over 13 years. In the past 5 years alone, Daly has successfully disposed and recycled over 30,000 computers (desktops and laptops), and related peripherals. Most of the equipment was 4 to 5 year old computer systems and equipment that Daly initially placed at the customer sites.</p> <p>Daly’s disposal and recycling strategy consists of the following:</p> <ol style="list-style-type: none"> <li>1. Drive Clean - All system hard drives are cleaned using DoD disk wipe standards. Daly uses drive duplicators or disk wipe applications that wipe the drive at the lowest formatted level.</li> <li>2. Drive Shredding – Daly has a hard drive shredder that can physically shred over</li> </ol>

		<p>180 drives an hour. This shredder can also shred optical devices, media, and tapes. In the past 12 months alone, Daly has shredded thousands of hard drives for its government and education customers.</p> <ol style="list-style-type: none"> <li>3. Refurbish and recycle – Salvageable computers are physically cleaned inside, the dust is removed, the drive data is wiped, the OS is reinstalled, and the system tested for full functionality. Once the system is fully functioning, it is then sold at the second hand market. Quite often the equipment is sold to export brokers.</li> <li>4. When the systems cannot be refurbished, they are taken apart and sold for the value of their components:             <ol style="list-style-type: none"> <li>a. The circuit boards are sold for its valuable metals, i.e. gold and aluminum.</li> <li>b. Any available metal frames are sold by the pound to scrap metal brokers.</li> </ol> </li> <li>5. Monitors are cleaned and resold in the secondary market.</li> <li>6. Unusable monitors are either sold to brokers for their parts or shipped to monitor recyclers. The latter process can incur substantial costs.</li> </ol> <p>Daly's recycle team works with recycling companies that comply with environmental laws. Daly will also provide disposal and recycling services on equipment that are not purchased from Daly.</p>
<p>If your proposed solution has included multiple manufacturers, please explain how your organization will service each manufacturer that would be represented in a contract.</p>	<p>Y</p>	<p>Daly is authorized to service and support most of the manufacturers proposed, i.e. HP and Lenovo. Sample copies of Daly's manufacturer certifications can be found in Exhibit 1. Additionally, Daly's technicians and engineers also have industry standard type certifications, i.e. CompTIA's A+, Server+, Network+, Security+, Microsoft, VMWare, EMC, etc.</p> <p>All equipment proposed and offered will be sold with the appropriate manufacturer warranty in order to meet the RFP warranty requirements for that category and to meet the contract SLA requirements. For a computer manufacturer that Daly is not authorized to service, Daly will use the</p>

		<p>manufacturer authorized service provider or the manufacturer to service the equipment. For example: Heartland Services is the only company that is authorized to service Panasonic laptops. When a Panasonic laptop needs repair services customer can either call Daly or call Heartland to receive the needed services. Typically, a serial number is used to overnight a free freight box to the customer to ship the equipment to Heartland. The equipment is then overnighed back to the customer after it is fixed. In some instances, local Panasonic engineers can also be dispatched to the customer site for the repair. For most tablets, i.e. tablets from Lenovo or Samsung, onsite service is simply not available from the manufacturers as the units are not field-serviceable. The equipment needs to be repaired at the manufacturer or replaced / exchanged out. Regardless of the processes, as the prime contractor, Daly will be responsible for complying with agreed upon contract requirements.</p>
<p>Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain.</p>	<p>Y</p>	<p>Daly will provide the Commonwealth with vendor agnostic configuration on all the hardware systems proposed. Configuration consultations may include topics related to device usage best practices, technology optimization, security, environmental concerns, total cost of ownership, and application related topics. Daly’s experienced sales and pre-sales technical personnel have years of experience providing customers with custom configurations and related design services on desktops, all-in-ones, laptops, mobile devices, thin client devices, and servers. Quite often, configuration discussions will touch on a variety of topics to include storage, network, security, power consumption, mission criticality, fault tolerances, support / training requirements, usages, etc. Ultimately, one of the main objectives is to configure the most appropriate systems to the customer’s specifications / requirements.</p> <p>Configurations for tablets may be limited in scope as the devices are in general not as</p>

		<p>configurable as a laptop except for the tablet’s memory, storage, WiFi capability, screen size, resolution, included tools, ports, and ruggedness.</p>
<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.</p>	<p>Y</p>	<p>End users will have the option to track their shipment once it has left our warehouse in several ways. If the order was placed on Daly’s ecommerce site and processed through the online system, customers will receive automated notices and have the online option to track the shipment on Daly’s ecommerce site. Screen shots of the order tracking steps are shown in Exhibit 12.</p> <p>If the order is placed through a PO process, customers will have the ability to track its order by several means. They include: 1) receiving an order status from Daly electronically or via email, 2) logging into an authorized secure web portal to track the status, or 3) receive status update from Daly’s account manager or project manager. Typically for large volume orders with multiple delivery and installation schedules to multiple locations, a series of daily and or weekly order status reports will be sent to the customers. Examples of these reports are also shown in Exhibit 12. The sample reports shown are: order status with delivery dates and ETA dates; orders that have been delivered but not yet invoiced; invoice status reports on customer orders; and installation schedules on open orders. These are just some sample customized reports that Daly is generating for its customers and customers are receiving these automatically on a daily or weekly basis.</p>
<p>Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc.</p>	<p>Y</p>	<p>All in stock orders are shipped the same day when the orders are received into Daly’s ERP system the same day. For orders that are received near the end of the day around 5pm, they may still be expedited for overnight drop shipments to the customer sites if the products are in stock at Daly’s distributor warehouses. Because, Daly uses the nation’s largest manufacturer authorized supply chain distributors with warehouses located in the Central and Pacific time zones, Daly has the option to ship products out of the Mid-West</p>

		<p>or West Coast warehouses up to 7pm EST.</p> <p>Orders that are in stock at Daly or Daly’s supply chain distributors can be shipped out the same day when the orders are received into our system that same day.</p> <p>Some common causes for delays are as follows:</p> <ol style="list-style-type: none"> <li>1. Errors in the customer purchase order or incomplete information on the purchase order, i.e. incorrect address, missing information, incorrect items, wrong configurations, etc.</li> <li>2. Product back orders.</li> <li>3. Discontinued products being ordered.</li> <li>4. Wrong part(s) ordered by the customer.</li> </ol> <p>Daly’s Material Requirement Planning (MRP) group is the operational group that is tasked to execute on the back office customer order processing and transaction such as fulfill and procure all items on customer orders; resolve order related problems proactively; ensure customer orders are delivered within the allotted time line; and making sure that the equipment arrives on site within the time line and the methods expected. Daly’s MRP works closely with Daly’s sales and project managers to execute on all order processing. Their mission is to fulfill all customer orders timely and accurately.</p>
<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</p>	<p>Daly will allow user to keep and retain a failed hard drive while receiving a new hard drive that is covered under warranty. The hard drive retention programs offered are essentially the same programs offered by the manufacturers proposed under this contract. Regardless that the programs offered from each manufacturer may vary in its logistical transaction, as the prime contractor, Daly will work closely with the user to facilitate the service and make it available to qualified users. Details of each manufacturer’s drive retention program are presented in Exhibit 13. The programs vary in its logistics of acquiring the drives but the results are the same nevertheless.</p>

<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>	<p>Y</p>	<p>Daly is able to propose used / refurbished computers to VITA only because it has been taking back at least 5000 to 6000 computer systems each year from its customers for the past 8 years. These computer systems (desktops and laptops) are typically 4 years old systems (deployed by Daly 4 years earlier) and are being replaced by Daly with new computers as part of Daly's ongoing technology refresh program. Currently these computers are being resold into second hand market, recycle and or disposed depending on their condition. Most of these computer systems are brand name systems from HP.</p> <p>Daly will be able to provide 3 year warranty on these systems, mainly desktops and laptops that have been pre-qualified by Daly as warrantable. Procedures for initiating a request for repair service are as follows:</p> <ol style="list-style-type: none"> <li>1. Customer needing warranty services to call Daly's help desk and call center at (888) DALY-TECH or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via its service web portal.</li> <li>2. Customer needs to have the following information ready:             <ol style="list-style-type: none"> <li>a. System model and serial number</li> <li>b. Problem symptom(s)</li> <li>c. Customer name, location, and contact information</li> <li>d. Equipment location and related information</li> </ol> </li> <li>3. Daly's technician will diagnose the problem online with the customer.</li> <li>4. Should the equipment be diagnosed needing service, the customer is issued a RMA number. The RMA number is a unique work order number used to track the repair.</li> <li>5. Customer will then ship the system to Daly's main service facility in Clarksburg, Maryland for repair.</li> <li>6. The repair time can take anywhere from 1 to 10 work days depending on the problem and the parts availability. Please note that these are very old computer systems and may require extensive work.</li> </ol>
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		<ol style="list-style-type: none"> <li>7. The customer may be contacted by Daly's technician with further questions.</li> <li>8. Once the computer is repaired, it is shipped back to the customer via UPS. Most locations are overnight deliveries.</li> <li>9. The customer will be contacted to confirm the repair and the work order is closed.</li> </ol>
<p>Does your firm offer any other goods or services that would be a value to the Commonwealth? If so, please explain.</p>	<p>Y</p>	<p>Daly is a full service total solution provider, value added reseller and system integrator focused on the government enterprise environment. We have been in business for over 26 years serving government and educational institutions statewide and regionally. Daly has one of the largest value added reseller operation in the region with \$75M in revenue. Daly currently carries over 1 million line items of hardware, software, and service offerings in its catalog. Goods that the Commonwealth may be of interests include but are not limited to the following technologies:</p> <ul style="list-style-type: none"> <li>• Different types of wearable computers and sensors</li> <li>• Environmental sensors</li> <li>• Storage systems, i.e. SAN, NAS, etc.</li> <li>• Power and cooling &amp; generator</li> <li>• Core to edge network devices</li> <li>• Wireless access points and controllers</li> <li>• Network security, i.e. next generation firewall, network access control, etc.</li> <li>• Network monitoring devices</li> <li>• Server/Storage/Network virtualization related technologies</li> <li>• Thin client and VDI related technologies</li> <li>• Data center related peripherals and accessories</li> <li>• Digital security and surveillance from access system to digital cameras</li> <li>• SMART Board and distance learning collaboration technologies, i.e. digital whiteboards and video conferencing technologies</li> <li>• Audio visual equipment and technologies</li> <li>• Mobile laptop carts &amp; ergonomic furniture</li> <li>• Vehicle mounting kits for computers, etc.</li> <li>• Cabling and related equipment</li> </ul>

	<p>A wide range of services are available to the Commonwealth to include the following:</p> <ul style="list-style-type: none"> <li>• Technology consultation, architect, and design services for VDI, data center, power and cooling, server virtualization, network security, campus wireless network, core network, digital surveillance, etc.</li> <li>• Data center related technical and installation services</li> <li>• Technical resource / subject matter expert staff augmentation</li> <li>• Simple to large scale project management</li> <li>• Active directory and Exchange design, upgrade and migration services</li> <li>• Staged deliveries and installation services customized to the customer’s exact specifications</li> <li>• Configuration, imaging, delivery and installation services of a single unit to thousands of computers</li> <li>• Custom asset tag and asset management</li> <li>• Online web based asset tracking</li> <li>• Online call tracking system solution</li> <li>• Online web services</li> <li>• Custom reporting on goods and services</li> <li>• Physical shredding of hard drives, optical drives and related media</li> <li>• Equipment disposal and recycling services</li> <li>• Complete computer technology refresh program based on lease finance program</li> <li>• Data center equipment technology refresh program base on lease finance program</li> </ul> <p>Daly’s system architect, subject matter experts, project managers, and account managers stand ready to meet with customers to discuss their particular technology requirements, services, and solution. A copy of Daly’s solution menu is shown in Exhibit 14.</p>
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**EXHIBIT C  
Laptop**

Intel/ AMD Based

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Teacher Discount from List (see note #2)</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Laptop Offering</b>	<b>Acer TravelMate P243 M6655</b>	<b>709.98</b>	<b>5.00%</b>	<b>674.48</b>	<b>7.00%</b>	<a href="http://www.acer.com">www.acer.com</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>5.00%</b>
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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.

**Notes:**

- The standard warranty for the Acer TravelMate P243 is a 2 year warranty. Daly has added an additional Acer 1 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Acer.
- With specific quantities identified, additional discounts may be available from Daly and Acer for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Chromebook

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Chromebook</b>	<b>Acer C710</b>	<b>358.99</b>	<b>6.00%</b>	<b>337.45</b>	<a href="http://www.acer.com">www.acer.com</a>
Intel Celeron 847 1.1GHz					
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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.

<b>Minimum Percentage Discount for Chromebook Accessories (see note #2)</b>	<b>5.00%</b>
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**Notes:**

1. The standard warranty for the Acer Chromebook is a 1 year warranty. Daly has added an additional Acer 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The laptop proposed above is based on Intel processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Acer.
5. With specific quantities identified, additional discounts may be available from Daly and Acer for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.
9. For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Acer Iconia A1-810</b>	<b>268.99</b>	<b>7.00%</b>	<b>250.16</b>	<a href="http://www.acer.com">www.acer.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Android Tablet 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The standard warranty for the Acer A1-810 is a 1 year warranty. Daly has added an additional Acer 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The laptop proposed above is based on a dual core processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Acer.
5. With specific quantities identified, additional discounts may be available from Daly and Acer for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.
9. For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Acer Iconia W510P</b>	<b>819.98</b>	<b>3.00%</b>	<b>795.38</b>	<a href="http://www.acer.com">www.acer.com</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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.

### Notes:

- The standard warranty for the Acer Windows tablet is a 2 year warranty. Daly has added an additional Acer 1 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Acer.
- With specific quantities identified, additional discounts may be available from Daly and Acer for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Asus MeMO Pad HD 7</b>	<b>298.00</b>	<b>6.00%</b>	<b>280.12</b>	<a href="http://www.asus.com">www.asus.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Android Tablet 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The standard warranty for the Asus MeMO Pad HD 7 is a 1 year warranty. Daly has added a Asus 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The Androd tablet proposed above is based dual core processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Asus.
5. With specific quantities identified, additional discounts may be available from Daly and Asus for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Windows Tablets**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Tablet Offering</b>	<b>Asus VivoTab Smart</b>	<b>648.00</b>	<b>4.00%</b>	<b>622.08</b>	<a href="http://www.asus.com">www.asus.com</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

- The standard warranty for the Asus ViVo Tab Smart is a 1 year warranty. Daly has added a Asus 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The Androd tablet proposed above is based dual core processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Asus.
- With specific quantities identified, additional discounts may be available from Daly and Asus for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Laptop**

Intel/ AMD Based

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Teacher Discount from List (see note #2)</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Laptop Offering</b>	<b>Fujitsu Lifebook E743</b>	<b>1,888.00</b>	<b>20.00%</b>	<b>1,510.40</b>	<b>20.00%</b>	<a href="http://www.shopfujitsu.com/store/">http://www.shopfujitsu.com/store/</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>10.00%</b>
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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.

**Notes:**

- The standard warranty for the Fujitsu Lifebook E743 is a 1 year warranty. Daly has added an additional Fujitsu 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Fujitsu.
- With specific quantities identified, additional discounts may be available from Daly and Fujitsu for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>	Fujitsu Stylistic Q702	1,603.00	12.00%	1,410.64	<a href="http://www.shopfujitsu.com/store/">http://www.shopfujitsu.com/store/</a>
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					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) 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.

### Notes:

- The standard warranty for the Fujitsu Stylistic is a 1 year warranty. Daly has added an additional Fujitsu 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Fujitsu.
- With specific quantities identified, additional discounts may be available from Daly and Fujitsu for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 15% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

<b>Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)</b>	<b>10.00%</b>
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## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Fujitsu Stylistic Q572</b>	<b>1,088.00</b>	<b>9.00%</b>	<b>990.08</b>	<a href="http://www.shopfujitsu.com/store/">http://www.shopfujitsu.com/store/</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) 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

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>10.00%</b>
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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.

**Notes:**

1. The standard warranty for the Fujitsu Stylistic is a 1 year warranty. Daly has added an additional Fujitsu 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The laptop proposed above is based on AMD processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Fujitsu.
5. With specific quantities identified, additional discounts may be available from Daly and Fujitsu for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 15% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

**EXHIBIT C  
Servers**

Intel/ AMD Based

*Minimum Configurations*

<b>Tower Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel Xeon E3-1200v2 3.10GHz 8GB Memory 100 GB Hard Drive Onboard SATA DVD Writer No OS installed Gigabit Ethernet Adapter	<b>IBM x3100 M4</b>	<b>1,656.00</b>	<b>12.00%</b>	<b>1,457.28</b>	<a href="http://www.ibm.com">www.ibm.com</a>
<b>Rack Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel Xeon E5-2407 2.2GHz 8GB Memory Onboard SATA 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed	<b>IBM x3530 M4</b>	<b>2,357.00</b>	<b>12.00%</b>	<b>2,074.16</b>	<a href="http://www.ibm.com">www.ibm.com</a>
<b>Blade Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel E5-2430 2.2GHz 8GB Memory 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed	<b>IBM Flex System x220</b>	<b>4,406.00</b>	<b>12.00%</b>	<b>3,877.28</b>	<a href="http://www.ibm.com">www.ibm.com</a>

Warranty is three years on-site for all server models and future models. Additional warranty and services may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

<b>Minimum Percentage Discount for Server Accessories (see note #2)</b>	<b>10.00%</b>
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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 blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

**Notes:**

1. Servers proposed above are based on Intel processors.
2. The blade server specified and proposed is for the blade server only and does not include the blade server chassis.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on pricing that Daly received from IBM.
5. With specific quantities identified, additional discounts may be available from IBM for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 31% or higher when set volume quantities are known.
6. Discounts proposed do not apply to IBM online promotional products.
7. The models proposed represent current models.
8. The system specification for the model proposed is attached.
9. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

**EXHIBIT C  
PC**

Intel or AMD Based

<i>Minimum Configurations</i>	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
<b>Desktop Offering</b>	<b>HP ProDesk 600 G1</b>	<b>1,208.00</b>	<b>20.00%</b>	<b>966.40</b>	<b>20.00%</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics)	<b>HP LV2011</b>	<b>185.00</b>	<b>14%</b>	<b>159.10</b>	<b>14%</b>	
4GB 1600MHZ Memory						
500GB 7200 rpm SATA						
CDRW/DVD+/-RW Combo Drive						
Microsoft Windows 7 Professional Compatible						
Two Front Facing USB Ports or greater						
19" LED Monitor (minimum)						
Two button USB optical mouse with scroll wheel						
USB Keyboard with 103 keys						
10/100/1000 RJ-45						
HP AMD Equivalent - Model HP Pro 6305 SFF	<b>HP PRO 6305 SFF</b>	<b>1,041.00</b>	<b>20.00%</b>	<b>832.80</b>	<b>20.00%</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>

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

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>All-In-One Offering</b>	<b>HP ProOne 600 G1</b>	<b>1,473.00</b>	<b>20.00%</b>	<b>1,178.40</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)					
4GB 1600MHZ Memory					
500GB 7200 rpm SATA					
DVD+/-RW Combo Drive					
Microsoft Windows 7 Professional Compatible					
20" Display					
Two button USB optical mouse with scroll wheel					
USB Keyboard with 103 keys					
10/100 RJ-45					

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

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>

**The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>**

**The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.**

**The Virginia HP government and education price list is located at [www.hp.com](http://www.hp.com).**

**Customers who use HP's web site to configure systems will receive prices that are based on the HP government and education price list.**

**Notes:**

1. Both Intel and AMD Desktop based systems are proposed. Only Intel based All-In-One is proposed.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from HP.
4. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20 to 40% or higher when set volume quantities are known.
5. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
6. The model proposed represents a current model and business class systems.
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.
10. Monitor proposed for the Desktop is a 20" monitor.

**Used/Refurbished Devices**

Intel or AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Desktop Offering</b>	HP DC7900 SFF	600.00	30.00%	420.00	<a href="http://www.daly.com">www.daly.com</a>
Intel Core 2 Duo 2.8GHz					
2GB Memory					
60GB Hard Drive					
DVD-ROM					
Microsoft Windows 7 Professional Compatible					
Two button USB optical mouse with scroll wheel					
USB Keyboard with 103 keys					
10/100 RJ-45					

\* Warranty proposed is standard three year Daly depot warranty.

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

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Laptop</b>	HP Elitebook 8440P	850.00	25.00%	637.50	<a href="http://www.daly.com">www.daly.com</a>
Intel i5 2.6GHz					
4GB Memory					
120GB Hard Drive					
DVD/RW Combo Drive					
Microsoft Windows 7 Professional Compatible					
14" Display					
Integrated Wireless					
10/100 RJ-45					

\* Warranty proposed is standard three year Daly depot warranty.

Warranty is three years for all laptop models and future models. Additional types of warranties may be offered on the accessories tab

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.

<b>Minimum Percentage Discount for Laptop Accessories (see note #2)</b>	<b>10.00%</b>
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**Laptop**

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
<b>Laptop Offering</b>	<b>HP ProBook 6470B</b>	<b>1,382.00</b>	<b>30.00%</b>	<b>967.40</b>	<b>30.00%</b>	<a href="http://h18000.www1.hp.com/showroom/pl.html">http://h18000.www1.hp.com/showroom/pl.html</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						
HP AMD Equivalent - Model HP ProBook 6475B	<b>HP ProBook 6475B</b>	<b>1,306.00</b>	<b>30.00%</b>	<b>914.20</b>	<b>30.00%</b>	<a href="http://h18000.www1.hp.com/showroom/pl.html">http://h18000.www1.hp.com/showroom/pl.html</a>

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>10.00%</b>
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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.

The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/pl.html>  
 The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.  
 The Virginia HP government and education price list is located at [www.hp.com](http://www.hp.com).  
 Customers who use HP's web site to configure systems will receive prices that are based on the HP government and education price list.

- Notes:**
- Daly is proposing both an Intel and AMD based laptop.
  - The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
  - The discounts proposed are based on special pricing that Daly received from HP.
  - With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
 At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
 Discounts may be higher upwards of 30 to 40% or higher when set volume quantities are known.
  - Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
  - The model proposed represents a good current model.  
 The model is not end of life and is a business class system (and not consumer type system).
  - The system specification for the model proposed is attached.
  - If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
 No price escalation will occur from Daly without VITA's approval.
  - For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Chromebook**

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Chromebook</b>	<b>HP Chromebook 11</b>	<b>449.00</b>	<b>16.00%</b>	<b>377.16</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Intel Celeron 847 1.1GHz					
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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.

<b>Minimum Percentage Discount for Chromebook Accessories (see note #2)</b>	<b>5.00%</b>
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The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>

The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.

**Notes:**

- The Chromebook proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from HP.
- With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known.
- Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Thin Client

Intel/ AMD Based

	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<i>Minimum Configurations</i>					
<b>Thin Client Offering</b>	<b>HP T610</b>	<b>668.95</b>	<b>18.00%</b>	<b>548.54</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Embedded					

Keyboard and mouse do not come standard with the thin client. The list price of \$668.95 includes the list price for the USB keyboard and mouse.

The list price for the thin client is \$639 and the list price for the keyboard and mouse is \$29.95.

As specified in Amendment #2, Warranty is three years Next Business

Day Service (NBDS) for all Thin Client models and future models.

Additional types of warranties may be offered on the Services & Warranty tab

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

**The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>**

**The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list**

### Notes:

1. The Thin Client proposed above is based on the AMD processor.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from HP.
4. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.
5. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>HP Slate 7 4600</b>	<b>220.00</b>	<b>8.00%</b>	<b>202.40</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

The HP Slate 7 4600 comes standard with 1 year warranty only. At this time, the HP Slate 7 warranty can only be upgraded to a maximum of 2 years.

A HP extended warranty is added for a total of 2 year warranty.

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<http://h18000.www1.hp.com/showroom/ipl.html>

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The Android tablet proposed above is based on an Arm A9 processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from HP.
4. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 8 or higher when set volume quantities are known.
5. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
6. The model proposed is a consumer model that is available through HP's distribution channel.
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>HP ElitePad 900</b>	<b>1,071.00</b>	<b>17.00%</b>	<b>888.93</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>**

**The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.**

**The Virginia HP government and education price list is located at [www.hp.com](http://www.hp.com).**

**Customers who use HP's web site to configure systems will receive prices that are based on the HP government and education price list.**

**Notes:**

1. The Windows tablet proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from HP.
4. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20 or higher when set volume quantities are known.
5. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Servers

Intel/ AMD Based

### Minimum Configurations

<b>Tower Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel Xeon E3-1200v2 3.10GHz	<b>HP ML310e</b>	<b>1,334.00</b>	<b>26.00%</b>	<b>987.16</b>	<a href="http://h18000.www1.hp.com/showroom/jpl.html">http://h18000.www1.hp.com/showroom/jpl.html</a>
8GB Memory					
100 GB Hard Drive					
Onboard SATA					
DVD Writer					
No OS installed					
Gigabit Ethernet Adapter					
<b>Rack Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel Xeon E5-2407 2.2GHz	<b>HP DL360e</b>	<b>2,927.00</b>	<b>26.00%</b>	<b>2,165.98</b>	<a href="http://h18000.www1.hp.com/showroom/jpl.html">http://h18000.www1.hp.com/showroom/jpl.html</a>
8GB Memory					
Onboard SATA					
100 GB Hard Drive					
Gigabit Ethernet Adapter					
No OS installed					
<b>Blade Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel E5-2430 2.2GHz	<b>HP BL420c</b>	<b>3,014.00</b>	<b>26.00%</b>	<b>2,230.36</b>	<a href="http://h18000.www1.hp.com/showroom/jpl.html">http://h18000.www1.hp.com/showroom/jpl.html</a>
8GB Memory					
100 GB Hard Drive					
Gigabit Ethernet Adapter					
No OS installed					

Warranty is three years on-site for all server models and future models. Additional warranty and services may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

<b>Minimum Percentage Discount for Server Accessories (see note #2)</b>	<b>10.00%</b>
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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 blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

**The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>**

**The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.**

**The Virginia HP government and education price list is located at [www.hp.com](http://www.hp.com).**

**Customers who use HP's web site to configure systems will receive prices that are based on the HP government and education price list.**

**Notes:**

1. Servers proposed above are based on Intel processors.
2. The blade server specified and proposed is for the blade server only and does not include the blade server chassis.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from HP.
5. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 30 to 40% or higher when set volume quantities are known.
6. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
7. The models proposed represent current models.
8. The system specification for the model proposed is attached.
9. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

**EXHIBIT C  
Thin Client**

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Thin Client Offering</b>	<b>LG CBT42-B</b>	<b>549.25</b>	<b>28.00%</b>	<b>395.46</b>	<a href="http://www.lg.com/us/commercial/desktop-virtualization">http://www.lg.com/us/commercial/desktop-virtualization</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Professional (No OS with LG thin client proposed)					

Keyboard and mouse do not come standard with the thin client. The list price of \$549.25 includes the list price for the USB keyboard and mouse. The list price for the thin client is \$520 and the list price for the keyboard and mouse is \$29.95.

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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

**Notes:**

1. The Thin Client proposed above is based on the Texas Instrument processor and not AMD or Intel Processor.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from LG.
4. With specific quantities identified, additional discounts may be available from Daly and LG for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 30% or higher when set volume quantities are known.
5. Discounts proposed do not apply to LG online promotional products.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. Per Amendment 3, the Windows 7 OS requirement was removed.
10. LG's Thin Client specifications meet or exceed the VITA required specifications.

**EXHIBIT C  
PC**

Intel or AMD Based

<i>Minimum Configurations</i>	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
<b>Desktop Offering</b>	<b>Lenovo ThinkCentre M73 SFF</b>	<b>1,093.00</b>	<b>38.00%</b>	<b>677.66</b>	<b>38.00%</b>	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics)	Lenovo ThinkVision LT2013V	149.99	12%	131.99	12%	
4GB 1600MHZ Memory						
500GB 7200 rpm SATA						
CDRW/DVD+/-RW Combo Drive						
Microsoft Windows 7 Professional Compatible						
Two Front Facing USB Ports or greater						
19" LED Monitor (minimum)						
Two button USB optical mouse with scroll wheel						
USB Keyboard with 103 keys						
10/100/1000 RJ-45						

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

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>All-in-One Offering</b>	<b>Lenovo ThinkCentre M73z</b>	<b>1,197.00</b>	<b>38.00%</b>	<b>742.14</b>	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)					
4GB 1600MHZ Memory					
500GB 7200 rpm SATA					
DVD+/-RW Combo Drive					
Microsoft Windows 7 Professional Compatible					
20" Display					
Two button USB optical mouse with scroll wheel					
USB Keyboard with 103 keys					
10/100 RJ-45					

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

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>

**Notes:**

1. Based systems are proposed based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.

3. The discounts proposed are based on special pricing that Daly received from Lenovo.
4. With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 38% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
6. The model proposed represents a current model and business class systems.
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Laptop**

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
<b>Laptop Offering</b>	<b>Lenovo ThinkPad L440</b>	<b>1,478.00</b>	<b>35.00%</b>	<b>960.70</b>	<b>35.00%</b>	<b>www.lenovo.com/listprice</b>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>15.00%</b>
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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.

**Notes:**

- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Lenovo.
- With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
 At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
 Discounts may be higher upwards of 35% or higher when set volume quantities are known.
- Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
- The model proposed represents a good current model.  
 The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
 No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Chromebook**

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Chromebook</b>	<b>Lenovo ThinkPad Chromebook (628323U)</b>	<b>730.00</b>	<b>35.00%</b>	<b>474.50</b>	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>
Intel Celeron 847 1.1GHz					
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					
Lenovo ThinkPad Chromebook comes standard with 1 year depot warranty. For 3 year depot warranty, a Lenovo extended warranty is added.	Upgrade to 3 year depot warranty - Part No. 04W9146	69	22	53.82	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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.

<b>Minimum Percentage Discount for Chromebook Accessories (see note #2)</b>	<b>15.00%</b>
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**Notes:**

- The Chromebook proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Lenovo.
- With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 35% or higher when set volume quantities are known.
- Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

**Thin Client**

**Intel/ AMD Based**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Thin Client Offering</b>	<b>Lenovo ThinkCentre M32</b>	<b>634.00</b>	<b>38.00%</b>	<b>393.08</b>	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Professional					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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

**Notes:**

1. The Thin Client proposed above is based on the Intel processor.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from Lenovo.
4. With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 38% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Rugged Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Laptop Offering</b>	<b>Lenovo ThinkPad L440</b>	<b>1,311.00</b>	<b>35.00%</b>	<b>852.15</b>	<b><a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a></b>
Mil-Std 810G Certified					
Intel Core i3-3110M Processor 2.4GHz or greater					
2GB RAM or greater					
320GB SATA hard drive or greater					
Super Multi DVD Drive					
Microsoft Windows 7 Professional Compatible					
802.11a/b/g/n integrated wireless					
13.1 inch screen or greater					
10/100/1000 RJ45					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook 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

<b>Minimum Percentage Discount for Rugged Laptop Accessories (see note #2)</b>	<b>15.00%</b>
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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.

**Notes:**

1. The laptop proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Lenovo.
4. With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 35% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>	<b>Lenovo ThinkPad Helix</b>	<b>2,784.00</b>	<b>35.00%</b>	<b>1,809.60</b>	<b>www.lenovo.com/listprice</b>
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					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook 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.

### Notes:

- The Rugged Tablet Windows proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Lenovo.
- With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 35% or higher when set volume quantities are known.
- Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- Lenovo Helix standard warranty is 3 year depot warranty.

<b>Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)</b>	<b>15.00%</b>
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## Rugged Tablet Android

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>				<b>0.00</b>	
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.

<b>Minimum Percentage Discount for Rugged Tablets Android Accessories (see note #2)</b>	
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## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Lenovo IdeaPad A3000</b>	<b>179.99</b>	<b>5.00%</b>	<b>170.99</b>	<a href="http://www.lenovo.com">www.lenovo.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

\* Please note that currently the IdeaPad only comes with 1 year depot warranty. As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook 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.

### Notes:

- The Android tablet proposed above is based on MediaTek's quad core processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Lenovo.
- With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be upwards of 5% higher when set volume quantities are known.
- Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
- The model proposed represents a good current model.
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>1.00%</b>
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## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Lenovo ThinkPad Tablet 2</b>	<b>1,089.00</b>	<b>35.00%</b>	<b>707.85</b>	<b><a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a></b>
Intel or AMD Processor	<b>Mfg P/N: 3682CTO</b>				
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

Lenovo ThinkPad Tablet 2 comes standard with 1 year warranty.

For 3 year warranty, a Lenovo extended warranty is added.

Upgrade to 3 year onsite warranty - Part No. 04W8337

189

22

147.42

[www.lenovo.com/listprice](http://www.lenovo.com/listprice)

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>15.00%</b>
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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.

**Notes:**

1. The Windows tablet proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Lenovo.
4. With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 35% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Thin Client**

**Intel/ AMD Based**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Thin Client Offering</b>	<b>nComputing L300</b>	<b>323.14</b>	<b>20.00%</b>	<b>258.51</b>	<a href="http://www.ncomputing.com">www.ncomputing.com</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Professional					

Additional 4G flash memory, keyboard and mouse do not come standard with the thin client.

The combined list price of the base thin client unit, flash memory, keyboard, and mouse is \$323.14.

The list price for the base thin client is \$279. The list price for the keyboard and mouse is \$29.95. The list price for the flash memory is \$14.19.

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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

**Notes:**

1. The Thin Client proposed above is a virtual desktop terminal with no processor. This type of thin client is prevalent in K-12 class room environment.
2. The nComputing thin client proposed does not have built in flash memory and hence a 4G flash memory is added to the base unit.  
The nComputing thin client also does not have standard memory built in. Memory is typically allocated from the server.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from nComputing.
4. With specific quantities identified, additional discounts may be available from Daly and nComputing for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.
5. Discounts proposed do not apply to nComputing online promotional products.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. Per Amendment 3, the Windows 7 OS requirement was removed.

**EXHIBIT C  
Laptop**

Intel/ AMD Based

	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
<i>Minimum Configurations</i>						
<b>Laptop Offering</b>	<b>Panasonic CF-53</b>	<b>1,849.00</b>	<b>13.00%</b>	<b>1,608.63</b>	<b>13.00%</b>	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

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

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>8.00%</b>
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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.

**Notes:**

- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
- The model proposed represents a good current model.
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Rugged Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Laptop Offering</b>	<b>Panasonic CF-31</b>	<b>3,566.00</b>	<b>13.13%</b>	<b>3,097.78</b>	<a href="http://www.panasonic.com/business/toughbook/latop-computers.asp">www.panasonic.com/business/toughbook/latop-computers.asp</a>
Mil-Std 810G Certified					
Intel Core i3-3110M Processor 2.4GHz or greater					
2GB RAM or greater					
320GB SATA hard drive or greater					
Super Multi DVD Drive					
Microsoft Windows 7 Professional Compatible					
802.11a/b/g/n integrated wireless					
13.1 inch screen or greater					
10/100/1000 RJ45					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Rugged laptop models and future models. Additional types of warranty 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, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

**Notes:**

1. The Panasonic CF-31 is considered to be the fully rugged notebook by many in the law enforcement, EMS, and fire rescue community. The laptop proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known. For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
4. The model proposed represents a good current model.
5. The system specification for the model proposed is attached.
6. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Rugged Laptop Accessories (see note #2)</b>	<b>8.00%</b>
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## Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>	<b>Panasonic FZ-G1</b>	<b>2,399.00</b>	<b>12.00%</b>	<b>2,111.12</b>	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
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					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) 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.

### Notes:

- The rugged Windows tablet proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
- The model proposed represents a good current model.
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)</b>	<b>8.00%</b>
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## Rugged Tablet Android

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>	<b>Panasonic FZ-A1</b>	<b>1,379.00</b>	<b>11.00%</b>	<b>1,227.31</b>	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
Mil-Std 810G Certified					
Texas Instruments or Marvell Processor, or Equivalent					
1GB RAM or greater					
16GB Storage					
Android 4.1 OS or higher					
802.11a/g/n integrated wireless					
7 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Rugged Tablet Android models and future models. Additional types of warranties may be offered on the Services & Warranty tab

<b>Minimum Percentage Discount for Rugged Tablets Android Accessories (see note #2)</b>	<b>8.00%</b>
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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.

**Notes:**

1. The rugged Android tablet proposed above is based on Marvell processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
4. The model proposed represents a good current model.
5. The system specification for the model proposed is attached.
6. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Panasonic FZ-A1</b>	<b>1,379.00</b>	<b>11.00%</b>	<b>1,227.31</b>	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Android Tablet 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>8.00%</b>
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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.

**Notes:**

1. The Android tablet proposed above is based on Marvell processor and is dual core.  
The Android tablet proposed is a rugged tablet as Panasonic currently only has rugged Android tablets.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
4. The model proposed represents a good current model.
5. The system specification for the model proposed is attached.
6. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	Panasonic FZ-G1	2,399.00	12.00%	2,111.12	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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.

**Notes:**

1. The Windows tablet proposed above is based on Intel processor.  
The Windows tablet proposed is a rugged tablet as Panasonic currently only has rugged Windows tablets.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
4. The model proposed represents a good current model.
5. The system specification for the model proposed is attached.
6. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>8.00%</b>
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**EXHIBIT C  
Laptop**

**Intel/ AMD Based**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Teacher Discount from List (see note #2)</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Laptop Offering</b>	<b>Toshiba Tecra R940</b>	<b>1,457.00</b>	<b>8.00%</b>	<b>1,340.44</b>	<b>4.00%</b>	<a href="http://www.toshiba.com">www.toshiba.com</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

\* The standard warranty for the Tecra R940 is a 1 year warranty. Daly has added a Toshiba 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$1358) and the list price for the extended 2 year warranty (\$99).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>15.00%</b>
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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.

**Notes:**

- The standard warranty for the Tecra R940 is a 1 year warranty. Daly has added a Toshiba 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Toshiba.
- With specific quantities identified, additional discounts may be available from Daly and Toshiba for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known.
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Toshiba Excite Pro</b>	<b>698.99</b>	<b>8.00%</b>	<b>643.07</b>	<a href="http://www.toshiba.com">www.toshiba.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

\* The standard warranty for the Excite Pro is a 1 year warranty. Daly has added a Toshiba 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$499.99) and the list price for the extended 2 year warranty (\$199).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Android Tablet 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>15.00%</b>
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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.

**Notes:**

1. The standard warranty for the Excite Pro is a 1 year warranty. Daly has added a Toshiba 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The laptop proposed above is based on Intel processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Toshiba.
5. With specific quantities identified, additional discounts may be available from Daly and Toshiba for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Laptop**

Intel/ AMD Based

<i>Minimum Configurations</i>	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
<b>Laptop Offering</b>	<b>Samsung Series 6 600B4C</b>	<b>1,524.99</b>	<b>24.00%</b>	<b>1,158.99</b>	<b>24.00%</b>	<a href="http://www.samsung.com">www.samsung.com</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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.

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>5.00%</b>
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**Notes:**

- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Samsung.
- With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 22% or higher when set volume quantities are known.
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Chromebook**

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Chromebook</b>	<b>Samsung Chromebook Series 3</b>	<b>378.99</b>	<b>1.00%</b>	<b>375.20</b>	<a href="http://www.samsung.com">www.samsung.com</a>
Intel Celeron 847 1.1GHz					
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					

\* The standard warranty for the Samsung Chromebook is a 1 year warranty. Daly has added a Samsung 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$249.99) and the list price for the extended 2 year warranty (\$129).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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.

<b>Minimum Percentage Discount for Chromebook Accessories (see note #2)</b>	<b>5.00%</b>
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**Notes:**

- Please note that at this time, Samsung does not have a Chromebook that meets specifications and is also available in the distribution channel. The Samsung Chromebook Series 3 proposed only has 2G memory and it uses the Samsung processor and not the Intel nor AMD processor. The Samsung Chromebook Series 5 will meet specifications but it is not available in the distribution channel hence Daly cannot propose this. Daly is proposing Samsung's Chromebook Series 3 for consideration as Samsung is one of the world's largest mobile device manufacturers and Samsung should have a Chromebook meeting specifications within the next 6 months and available in the distribution channel.**
- The standard warranty for the Samsung Chromebook is a 1 year warranty. Daly has added an additional Acer 2 year extended service warranty to the base unit to make it a 3 year warranty.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract. At this time the Chromebook discount structure is still relatively low. With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

## Thin Client

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
<b>Thin Client Offering</b>	<b>Samsung TB-WH</b>	<b>650.00</b>	<b>35.00%</b>	<b>422.50</b>	<a href="http://www.samsung.com">www.samsung.com</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Professional (No OS with LG thin client proposed)					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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

**Notes:**

1. The laptop proposed above is based on AMD processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Samsung.
4. With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 35% or higher when set volume quantities are known.
5. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
6. The system specification for the model proposed is attached.
7. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Samsung Galaxy Tab 3</b>	<b>459.98</b>	<b>17.00%</b>	<b>381.78</b>	<a href="http://www.samsung.com">www.samsung.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

\* The standard warranty for the Samsung Galaxy Tab 3 is a 1 year warranty. Daly has added a Samsung 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$379.99) and the list price for the extended 2 year warranty (\$79.99).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The laptop proposed above is based on dual core processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Samsung.
4. With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 15% or higher when set volume quantities are known.
5. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
6. The system specification for the model proposed is attached.
7. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Samsung ATIV Smart PC Pro 700T</b>	<b>2,108.99</b>	<b>22.00%</b>	<b>1,645.01</b>	<a href="http://www.samsung.com">www.samsung.com</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

\* The standard warranty for the Samsung ATIV is a 1 year warranty. Daly has added a Samsung 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$1929.99) and the list price for the extended 2 year warranty (\$179).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The laptop proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Samsung.
4. With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 22% or higher when set volume quantities are known.
5. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
6. The system specification for the model proposed is attached.
7. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Thin Client**

Intel/ AMD Based

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Thin Client Offering</b>	<b>Viewsonic SC-T45</b>	<b>438.95</b>	<b>18.00%</b>	<b>359.94</b>	<a href="http://www.viewsonic.com">www.viewsonic.com</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Embedded					

Keyboard and mouse do not come standard with the thin client. The list price of \$438.95 includes the list price for the USB keyboard and mouse. The list price for the thin client is \$409 and the list price for the keyboard and mouse is \$29.95.

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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

**Notes:**

1. The Thin Client proposed above is based on the Intel processor.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from Viewsonic.
4. With specific quantities identified, additional discounts may be available from Daly and Viewsonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Viewsonic online promotional products.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. Per Amendment 3, the Windows 7 OS requirement was removed.
10. Viewsonic's Thin Client specifications meet or exceed the VITA required specifications.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	Motion F5te	2,735.00	10.00%	2,461.50	<a href="http://www.motioncomputing.com">www.motioncomputing.com</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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.

**Notes:**

1. The laptop proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Motion.
4. With specific quantities identified, additional discounts may be available from Daly and Motion for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
5. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
6. The system specification for the model proposed is attached.
7. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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## Peripherals

Flash Drives	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
8 GB	DT101G2/8GBZ	10.00	25.00%	7.50	<a href="http://www.kingston.com">www.kingston.com</a>
16 GB	DTIG3/16GBZ	17.00	25.00%	12.75	<a href="http://www.kingston.com">www.kingston.com</a>
32 GB	DTIG3/32GBZ	34.00	25.00%	25.50	<a href="http://www.kingston.com">www.kingston.com</a>

Monitors (wide aspect)	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
17" LCD (17" wide aspect LCD no longer available)	NO BID				
19" LCD	997-7188-00	104.00	10.00%	93.60	<a href="http://www.planar.com">www.planar.com</a>

Power Strip	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
6 Outlet 6ft cord 790 Joule	TLP606	14.40	25.00%	10.80	<a href="http://www.tripplite.com">www.tripplite.com</a>
8 Outlet 8ft cord 2500 Joule	CSHT808TC	29.95	25.00%	22.46	<a href="http://www.cyberpowersystems.com">www.cyberpowersystems.com</a>

Mouse	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Optical Scroll Mouse- USB	2MOUSEU2L	9.50	25.00%	7.13	<a href="http://www.keytronic.com">www.keytronic.com</a>

Keyboard	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Standard Keyboard- USB	6JH-00001	19.95	25.00%	14.96	<a href="http://www.microsoft.com">www.microsoft.com</a>

Wireless Keyboard/Mouse Combo	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wireless keyboard and mouse USB interface	5SH-00001	39.95	25.00%	29.96	<a href="http://www.microsoft.com">www.microsoft.com</a>

Cables	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
10 ft CAT5e	A3L791-10	8.99	30.00%	6.29	<a href="http://www.belkin.com">www.belkin.com</a>
7 ft CAT5e	CAT5-350-7GRY	4.29	30.00%	3.00	<a href="http://www.comprehensivecable.com">www.comprehensivecable.com</a>
3 ft CAT6	10302	10.99	30.00%	7.69	<a href="http://www.c2g.com">www.c2g.com</a>
7' CAT6	27132	11.99	30.00%	8.39	<a href="http://www.c2g.com">www.c2g.com</a>
HDMI to HDMI M/M 6ft	HDMIACMM6	15.99	30.00%	11.19	<a href="http://www.startech.com">www.startech.com</a>

External Hard Drive	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
1 TB USB 3.0 (portable)	HD-PCF1.0U3BB	99.99	10.00%	89.99	<a href="http://www.buffalotech.com">www.buffalotech.com</a>
500 GB USB 3.0 (portable)	WDBBLW5000AAL NESN	89.99	5.00%	85.49	<a href="http://www.westerndigital.com">www.westerndigital.com</a>
2 TB USB 3.0 (external desktop)	STBV2000100	119.89	10.00%	107.90	<a href="http://www.seagate.com">www.seagate.com</a>
4 TB USB 3.0 (external desktop)	STCA4000100	249.99	10.00%	224.99	<a href="http://www.seagate.com">www.seagate.com</a>

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	CYBERTRACK Q1	24.99	10.00%	22.49	<a href="http://www.adesso.com">www.adesso.com</a>

Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution	<b>960-000715</b>	59.99	10.00%	53.99	<a href="http://www.logitech.com">www.logitech.com</a>
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<b>USB Hubs</b>	<b>Model #</b>	<b>List</b>	<b>Discount %</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
USB 2.0 7 port hub, power supply included	<b>UH7200BLK</b>	14.99	20.00%	11.99	<a href="http://www.pcgearhead.com">www.pcgearhead.com</a>
Mini hub 4 port hi speed USB, no power supply needed	<b>F5U215VMOB</b>	24.99	20.00%	19.99	<a href="http://www.belkin.com">www.belkin.com</a>

<b>Speakers</b>	<b>Model #</b>	<b>List</b>	<b>Discount %</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included,	<b>CA-2014RB</b>	21.99	20.00%	17.59	<a href="http://www.cyberacoustics.com">www.cyberacoustics.com</a>
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	<b>980-000354</b>	69.99	20.00%	55.99	<a href="http://www.logitech.com">www.logitech.com</a>

<b>Label Printer</b>	<b>Model #</b>	<b>List</b>	<b>Discount %</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included	<b>GX43-102710-000</b>	1,099.00	15.00%	934.15	<a href="http://www.zebra.com">www.zebra.com</a>

<b>I. Battery Back Up Unit</b>	<b>Model #</b>	<b>List</b>	<b>Discount %</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
UPS external, 550 VA power capacity, 3 min battery run time	<b>BE550G</b>	69.99	5.00%	66.49	<a href="http://www.apc.com">www.apc.com</a>
UPS external, 1440 VA power capacity, 7 min battery run time	<b>CP1500AVRLCD</b>	219.95	5.00%	208.95	<a href="http://www.cyberpowersystems.com">www.cyberpowersystems.com</a>
UPS 750 VA power capacity, 16 min battery run time	<b>SMART1200XLHG</b>	1,144.00	5.00%	1,086.80	<a href="http://www.tripplite.com">www.tripplite.com</a>

\*\*\*\*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

Note:

Daly did not quote the 17" Widescreen Display. Widescreen technology on a 17" display has been discontinued and is no longer considered an industry standard.

**MINIMUM  
PERCENTAGE  
DISCOUNT FROM**

<b>MANUFACTURER</b>	<b>LIST</b>
3Com	8.00%
3m	8.00%
Adaptec	8.00%
Adran	5.00%
Advanced Micro	8.00%
Aleratec	5.00%
Allied Telesis	8.00%
Antec	5.00%
AOC	8.00%
Arbor Networks	5.00%
ATI Technologies	5.00%
Audio Technica	5.00%
Avery Dennison	5.00%
Avocent	5.00%
Axis	5.00%
Barracuba	8.00%
Belkin	8.00%
Benq	8.00%
Black Box	5.00%
Blue Coat Systems	5.00%
Bluecat	5.00%
Bosch	5.00%
Bretford	8.00%
Brooktrout Technolofy	5.00%
Brother	6.00%
Buffalo Technologies	8.00%
Buslink	5.00%
Cables to Go	8.00%
Cables Unlimited	8.00%
Canon	6.00%
Case Logic	5.00%
Casio	5.00%
Cherry	5.00%
Chief Manufacturing	8.00%
Cisco	8.00%
Coby	5.00%
Comprehensive Cable	5.00%
Creative Labs	5.00%
Creative Technology	8.00%
CRU	5.00%
Crucial	8.00%
CTX	8.00%
Cyber Acoustics	5.00%
Dane Electric	5.00%
DataLogic	5.00%
Dell	5.00%
Digi International	6.00%
Digital Personna	5.00%
D-Link	8.00%
Doublesight	5.00%
Draper	5.00%

**MINIMUM  
PERCENTAGE  
DISCOUNT FROM**

<b>MANUFACTURER</b>	<b>LIST</b>
Draper	5.00%
Drobo	5.00%
Dymo	5.00%
DYMO	5.00%
Eaton Crop	6.00%
Edge Memory	5.00%
Eizo Nanao	5.00%
Elite Screens	5.00%
Elmo USA	5.00%
ELO	5.00%
EMC	6.00%
Emulex	5.00%
Epson	8.00%
Ergotron	8.00%
Eroguys	5.00%
Eversync	8.00%
Extron	6.00%
F5 Networks	5.00%
Fargo	5.00%
Fellowes	8.00%
Fluke Networks	5.00%
Fortinet	8.00%
Fourwinds	8.00%
Fuji	8.00%
Fujitsu	6.00%
Gamber Johnson	5.00%
Hawking Technology	6.00%
Hitachi	5.00%
Honeywell	5.00%
I/O Magic	5.00%
Imation	6.00%
Incase	5.00%
Infocus	6.00%
Intel	5.00%
Intermec	5.00%
Inwin	5.00%
logear	6.00%
logear	6.00%
lomega	6.00%
lomega	8.00%
IRIS	5.00%
Ironkey	5.00%
Jaton	8.00%
JCX	8.00%
Juniper	8.00%
Kanguru	5.00%
Kensington	8.00%
Keytronic	5.00%
Kingston	8.00%
Kodak	6.00%
Koss	5.00%

**MINIMUM  
PERCENTAGE  
DISCOUNT FROM**

<b>MANUFACTURER</b>	<b>LIST</b>
Labtec	8.00%
LaCie	8.00%
Lantronix	5.00%
Lexar	8.00%
Lexmark	6.00%
LG	5.00%
Liebert	5.00%
Lite-on	5.00%
Logicube	5.00%
Logitech	8.00%
Matrox	6.00%
Maxell	5.00%
Maxtor	6.00%
Maxwell	8.00%
Memorex	8.00%
Microsoft	5.00%
Microtek	5.00%
Midland	5.00%
Mitsubishi	8.00%
Mobileedge	8.00%
Monster	5.00%
Motion	5.00%
Motorola	5.00%
MSI Computer	5.00%
Multitech	6.00%
NCR	5.00%
NEC	6.00%
Netgear	5.00%
Nikon	6.00%
Nvidia	5.00%
OKI	5.00%
Olympus	8.00%
Optoma Technology	5.00%
Overland Storage	5.00%
Peerless Industries	8.00%
Pelican	5.00%
Philips	5.00%
Pioneer	5.00%
Planar	8.00%
Plantronics	5.00%
Plustek	5.00%
PNY Technologies	6.00%
Powerdsine	5.00%
Premier Mounts	5.00%
Proxima	6.00%
Qlogic	5.00%
Q-see	5.00%
Quantum Corp	5.00%
Raritan	6.00%
Rocstor	5.00%
Rosewill	6.00%

**MINIMUM  
PERCENTAGE  
DISCOUNT FROM**

<b>MANUFACTURER</b>	<b>LIST</b>
RSA	6.00%
Samsung	5.00%
Sandisk	7.00%
Sanyo	5.00%
Schneider Electric	8.00%
Seagate	8.00%
Seiko	5.00%
Sharp	8.00%
SIIG	5.00%
SMK Link	5.00%
Solidtek	5.00%
Sony	8.00%
Startech	8.00%
Supermicro	5.00%
Targus	8.00%
Toshiba	5.00%
Transcend Information	5.00%
TrendMicro	6.00%
Tripp Lite	5.00%
Uniden	5.00%
US Robotics	5.00%
V7	5.00%
Verbatim	5.00%
Viewsonic	5.00%
Visiontek	5.00%
Vivitek	5.00%
Vtech	5.00%
Wacom	5.00%
WASP	5.00%
Watchguard	5.00%
Western Digital	5.00%
Xerox	5.00%
Zagg	5.00%
Zebra	5.00%

## Services and Warranty

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

Services	Description	Rate
PC / Notebook Imaging	Duplicate customer approved master image(s) onto desktop PC, notebooks, and tablets at Daly's production facility. Image(s) can be archived as directed. Volume bulk rate available.	\$40 per system
PC / Notebook Imaging at Customer Site	Duplicate customer approved master image(s) onto desktop PC, notebooks, and tablets at customer site. Does not include travel expenses. Image(s) can be archived as directed. May need to be procured along with onsite PC/notebook installation services. Volume bulk rate available.	\$70 per system
PC / Notebook Image Design and Creation	Daly's engineer to work with customer to design and create a Windows based system master hard drive image.	\$99 per hour
Basic Server Configuration	Provide basic server configuration to include installation of customer's network operating system, setting up drive volumes, teaming network interface cards, and setting up other parameters at Daly's production facility. Volume bulk rate available.	\$80 per system
Basic Server Configuration at Customer Site	Provide basic server configuration to include installation of customer's network operating system, setting up drive volumes, teaming network interface cards, and setting up other parameters at customer site. Minimum 1-hour include travel. Volume bulk rate available.	\$120 per hour
Asset Tag	Apply bar code asset tag onto a desktop PC, notebook, tablet, or server and record information in electronic format at Daly's production facility. Volume bulk rate available.	\$6 per system
Onsite Asset Inventory	Conduct onsite asset inventory. Information collected will include equipment model, serial number, location, condition, and other required pertinent information. Price is dependent on volume and project complexity.	TBD
PC / Notebook COTS Software Installation Service	Installation of customer COTS software onto desktop PC, notebooks, and tablets at Daly's production facility. Volume bulk rate available.	\$50 per system
PC / Notebook COTS Software Installation Service at Customer Site	Installation of customer COTS software onto desktop PC, notebooks, and tablets at customer site. Minimum 1-hour including travel. Volume bulk rate available.	\$90 per hour
Basic PC / Notebook Installation	Onsite installation of desktop PC, notebooks, and tablets. Consists of installing the base system along with all attached peripheral equipment and accessories ordered. Remove all excess boxes / waste. Minimum 5 systems installation required. Travel expense not included. Volume bulk rate available.	\$55 per system

Advance PC / Notebook Installation	Onsite installation of desktop PC, notebooks, and tablets. Consists of installing the base system along with all attached peripheral equipment and accessories ordered. Connect customer's existing peripheral equipment and the network domain. Remove all excess boxes / waste. Minimum 5 systems installation required. Travel expense not included. Volume bulk rate available.	\$80 per system
PC / Notebook Data Movement	Move data from customer's old system to new system. Include setting up Windows personal profiles and preferences. Minimum 1-hour including travel. Volume bulk rate available.	\$70 per hour
Onsite Server Installation	Onsite Windows based server installation. Include racking the servers into the server rack, configuration of operating system, set up the server on the network. Minimum 1-hour including travel. Project base bulk rate available.	\$130 per hour
Design Services	Computer design and engineering services. Minimum 1-hour including travel. Project base bulk rate available.	\$130 per hour
Consulting Services	Consulting services to include best business practices on network design, storage, security, and data center related topics. Minimum 1-hour including travel. Project base bulk rate available.	\$135 per hour
Training Services	Various types of training services are available for end users and system administrators on the use of the computers, peripherals, commercial off-the-shelf software and related services. Training programs can be customized to suit the customer's requirements and specifications.	TBD
End of Life Disposal Services	Disposal of outdated and obsolete equipment. Price will depend on the equipment and the complexity of the project.	TBD
Extended/Enhanced Warranties	Daly Computers can provide a wide array of extended warranties or enhanced warranties to meet the customer's needs. Examples: off hour warranty coverage, post warranty coverage, P-1 mission critical response, equipment sparing, accidental damages, complete asset maintenance coverage, etc. Pricing is available on a case-by-case basis.	TBD
Large Format Computing Display Solutions Systems Architect	Daly Computers can architect a total computing / large format display solutions for information kiosks solution systems and video wall solutions. Minimum 1-hour including travel. Volume bulk rate available.	\$155 per hour
Large Format Computing Display Solutions Installation Services	Daly Computers can install large format computing display solutions for information kiosks solution systems and video wall solutions. Minimum 1-hour including travel. Volume bulk rate available.	\$125 per hour
Imaging Architect	Daly Computers can consult and design solutions that take advantage of Microsoft Server technologies to assist customers in imaging and or automatically configure tablets and mobile devices that are a unique challenge because of the elimination of Ethernet or USB connections.	\$155 per hour

Windows Client Migration Services	With the expiration of Microsoft XP support many customers must upgrade to Windows 7 and beyond. Daly can evaluate legacy equipment for upgradability, and design and project manage a plan to upgrade your client population.	\$155 per hour
Windows Client Migration Technician	Daly Technicians can provide onsite client system evaluations, hardware upgrade and Microsoft Operating System upgrade and data migration services	\$95 per hour

## 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 of 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:

Ryan Yu

Printed Name:

RYAN YU

Organization:

Daly Computers

Date:

3/11/2014

**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 <b>Section 2B herein</b>		√
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](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
  - Chrome
  - Rugged Laptop
  - Thin Client
  - Windows Tablet
  - Android Tablet
  - Rugged Windows Tablet
  
- HP
  - PC/All-In-One
  - Laptop
  - Chrome
  - Thin Client
  - Windows Tablet
  - Android Tablet
  - Servers
  
- Panasonic
  - Laptop
  - Rugged Laptop
  - Windows Tablet
  - Android Tablet
  - Rugged Tablet Android
  - Rugged Tablet Windows

- Samsung
  - Laptop
  - Chrome
  - Thin Client
  - Windows Tablet
  - Android Tablet
  
- Fujitsu
  - Laptop
  - Windows Tablet
  - Rugged Tablet Windows
  
- Toshiba
  - Laptop
  - Android Tablet
  
- Acer
  - Laptop
  - Chrome
  - Windows Tablet
  - Android Tablet
  
- Asus
  - Windows Tablet
  - Android Tablet
  
- LG
  - Thin Client
  
- Viewsonic

- Thin Client
  
- Ncomputing
  - Thin Client
  
- Refurbished HP
  - PC/Laptop
  
- IBM
  - Servers
  
- Motion
  - Windows Tablet
  
- Peripherals



## *COMMONWEALTH of VIRGINIA*

### **Virginia Information Technologies Agency**

Nelson P. Moe  
Chief Information Officer  
Email: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

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

TDD VOICE -TEL. NO.  
711

February 17, 2016

Diane Gasper-Jones  
Daly Computers Inc  
22521 Gateway Center Drive  
Clarksburg Maryland 20871

Per Section 3.A. ("Term and Termination") of contract VA-140331-DALY, 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. 2

TO  
CONTRACT NO. VA-140331-DALY  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
Daly Computers Inc

This Modification No. 2 is an agreement between the Commonwealth of Virginia, herein referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Daly Computers Inc., herein referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract No. VA-140331-DALY (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

VITA agrees to allow the Supplier to add the following items:

Category	Manufacturer	Minimum Specs	Minimum % off of List	Warranty
USB PC	Intel	2GB Memory 32GB Storage	10.66%	One Year Manufacturer
	Lenovo	2GB Memory 32GB Storage	37.15%	One Year Manufacturer
	IronKey	32GB Storage	13.50%	Three Years Manufacturer

The foregoing is the complete and final expression of the parties' agreement to modify Contract No. VA-140331-DALY and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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

**Daly Computers Inc**

BY: *Bryan Yu*  
NAME: RYAN YU  
TITLE: President  
DATE: 1/13/2016

**COMMONWEALTH OF VIRGINIA**

BY: *[Signature]*  
NAME: GREGORY SCEARCE  
TITLE: STRATEGIC SOURCING SPECIALIST  
DATE: 1-13-16

**MODIFICATION NO. 1  
TO  
CONTRACT NUMBER VA-140331-DALY  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
DALY COMPUTERS INC.**

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

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 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 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 Pages 22-23.  
*"In the event of a settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."*
5. Add to the definition of "Dispute Resolution" in Section 18 Subsection E on Contract Pages 25-26.  
*"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-DALY 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.

DALY COMPUTERS, INC.

BY: 

NAME: Ryan Yu

TITLE: President

DATE: July 9, 2014

COMMONWEALTH OF VIRGINIA

BY: 

NAME: James Mackenzie

TITLE: Strategic Sourcing Specialist

DATE: 07/10/14



# **Hardware and Maintenance Contract**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

**DALY COMPUTERS, INC.**

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**HARDWARE AND MAINTENANCE CONTRACT  
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## HARDWARE AND MAINTENANCE CONTRACT

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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 Daly Computers, Inc. ("Supplier"), a corporation headquartered at 22521 Gateway Center Drive, Clarksburg, MD 20871, 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 successful delivery to the designated ship to location (Receipt), as specified in the applicable order.

**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.

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**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.

**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 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.

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**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

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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**

Except for late delivery beyond Supplier's control, 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 constitute a material breach of this Contract resulting 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 tenth of one percent (.01) of the total purchase price, for

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each day that the Product is undelivered (late delivery should not include operation) for a period of thirty-five (35) days following the agreed upon delivery date, or if none specified, following the date order was received by Supplier. If the delay lasts longer than thirty-five (35) 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, or if none specified, following the date order was received by Supplier, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach regarding the subject order. 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**

**D. Product Installation**

Unless otherwise agreed, Supplier shall provide the initial installation of all Products at no additional charge. 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 when the ordering Authorized User determines that such Product successfully operates in accordance with the Requirements. Such Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order, after 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 five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

**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

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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, provided such maintenance parts are available from the manufacturer or the manufacturer authorized maintenance parts supplier. 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. 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

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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**

Unless otherwise agreed, the Product purchase price excludes all costs for the training of one trainer per order or SOW 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**

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, 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

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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 fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;

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- ii). The Product shall be free of defects in material, design and workmanship;
  - iii). Upon delivery, the Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;
  - iv). Each Product delivered hereunder shall function in conformance with the Requirements;
  - v). 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;
  - vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
  - vii). 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 C 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.

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**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.

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

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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**

## **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.

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**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.

**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.

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## 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

## 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

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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**

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

## **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

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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. Unless otherwise specified by the Authorized user, 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.

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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

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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 monthly in arrears unless otherwise stated. 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 unless otherwise agreed to by the Authorized User. 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 overbilling 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

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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.

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### 13. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty offered to any commercial or government customer of Supplier, provided the terms and conditions are similar. For example, a buyer of 10,000 units of an item may get a price which is less than the price for 1 unit. If Supplier enters into any arrangement with another customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

### 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 losses, damages, claims, demands,

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

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

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**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

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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 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.

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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:

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

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

**H. No Waiver**

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

**I. Assignment**

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

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

**J. Captions**

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

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**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, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

**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

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- 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

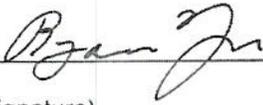
This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and 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 F.

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.

Daly Computers, Inc.

By:   
(Signature)

Name: RYAN YU  
(Print)

Title: President

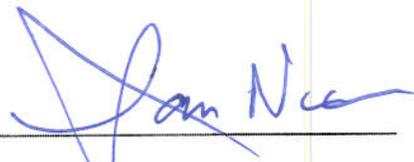
Date: March 11, 2014

Address for Notice:

22521 Gateway Center Drive  
Clarksburg, MD 20871

Attention: RYAN YU

VITA

By:   
(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

<b>Exhibit A</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>General</b>		
<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>Y</p>	<p>Daly has the sales and technical resources/personnel to service and support the entire Commonwealth.</p> <p><u>Sales and Related Support Services</u>                      Daly Computers has in place an experienced and dedicated team of sales personnel to service and support the Commonwealth of Virginia statewide. Daly has a 15 year track record of selling to all locations within the Commonwealth of Virginia. Daly is currently selling and delivering a wide range of PC/laptop/server and other related technologies/devices and services to state agencies, local governments, higher education institutions, and K-12 school systems statewide under various statewide government and education contracts that it currently holds. These contracts are: VITA Computers, Peripherals, COTS Software, and Related Services Contract; VITA Intel/AMD Server Contract; VITA Networking Equipment and Services Contract; University of Virginia Supplies and Peripherals VASCUUP Contract; VCCS Large/Midrange and Entry Level Servers, Desktop, and Laptop PCs, and Related Peripheral Products Purchasing Contracts, as well as other local education and government contracts such as Fairfax County Public Schools Consulting and Services Contract which has a hardware component and Arlington County government hardware contract.</p> <p>To ensure that its sales coverage model can properly support the Commonwealth statewide, Daly has put in place teams of dedicated field reps and inside sales reps assigned to sell and support the entire Commonwealth. The field rep located in Roanoke covers the areas from western Virginia, through Danville and up to the Harrisonburg area. The field rep located in the Lynchburg area covers Richmond up through Charlottesville, down through Mecklenburg</p>

	<p>County and over to the Tidewater area. The Northern Virginia outside rep covers the region spanning from Fairfax County, Loudoun County over to Shenandoah, down to Rockingham County, Spotsylvania County, Essex and Lancaster Counties. This rep also covers the north eastern part of the Tidewater region. A dedicated team of inside sales reps located at Daly’s headquarters provides the daily inside sales support needed to address and respond to all the sales and related needs of Virginia customers. Combined, Daly’s dedicated Virginia sales team has an average tenure of over 8 years serving the Commonwealth of Virginia (between 4 to 15 years). As such, this team of sales reps is very familiar with all the Virginia public sector customers statewide. In addition to the above mentioned sales resources, Daly has teams of marketing personnel, project managers, pre-sales engineers and technical personnel providing the needed support for the Commonwealth. Plan is in place to add more field reps this coming year.</p> <p><u>Technical Services and Related Support</u></p> <p>Daly has the technical resources, the experience and the technical infrastructure to service all locations within the Commonwealth of Virginia. As the prime contractor, Daly is committed to utilizing and dispatching its in-house technical personnel to cover all locations in the Commonwealth in response to the technical services requirements of this contract. Daly is currently providing such services already under its VITA, VASCUUP, and VCCS contracts. Daly has teams of technical resources and services personnel providing technical support in the far eastern Virginia (Tidewater area) as well as the central and northern regions of the state. This pool of resources is used to cover regions in the far western parts of the state also.</p> <p>To enhance its technical services and support capabilities, Daly may also use qualified Virginia based subcontractors. These subcontractors will enhance Daly’s technical</p>
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		<p>services resources and capability as well as contribute towards the strengthening of the small businesses community in the Commonwealth.</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>Daly’s service and sales personnel undergo extensive trainings of all types throughout the year. The trainings consist not only on the technologies and solutions from the proposed manufacturers, but also include a broad swath of very relevant industry certifications (i.e. CompTIA’s A+, Server +, Security +, Network +, etc.) and certifications from other industry standard manufacturers such as Microsoft, VMware, Adobe, etc.</p> <p>As one of the largest and oldest value added resellers and system integrators in the region focused primarily on state / local government and education customers, training for service and sales personnel is a non-stop process that takes place throughout the year. In fact, as an elite business partner of the many manufacturers proposed in this RFP, training and attaining their certifications and competencies are mandatory requirements to staying certified and authorized to sell and service their technologies. In addition to the above, Daly’s service and sales personnel are required to obtain certifications from industry organizations and other manufacturers in order to be well versed and comprehensive in their knowledge and capabilities. Additionally, Daly’s service and sale personnel are constantly receiving trainings on Daly’s internal processes, industry best practices and Daly’s various government and education contract requirements.</p> <p>Trainings are provided in the following ways:</p> <ol style="list-style-type: none"> <li>1. Mandatory sales and service online trainings for manufacturer certifications – these are assigned and taken as often as needed throughout the year. Typically, there is someone undergoing training every month.</li> <li>2. Manufacturer provided technology briefings – these are conducted several times a week, typically as lunch and learn</li> </ol>

		<p>sessions or few hour long sessions.</p> <p>3. Offsite manufacturer sponsored training events – these are in depth training that may last for days and are typically done quarterly or semi-annually.</p> <p>Most major computer and IT manufacturers mandate that authorized trainings and certifications be obtained as part of the authorization process to purchase, sell, and service their products and technologies. Shown in Exhibit 1 are sample manufacturer and industry certifications received by Daly’s sales and technical personnel. Letters of support and authorizations from the proposed manufacturers and their authorized supply chain distributors are shown in Exhibit 2. The letters of support show Daly’s status as authorized business partner to sell and support those manufacturers’ technologies.</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>Daly has in place the marketing programs and resources to promote this contract to schools, universities, local, and non-Executive Branch state agencies statewide. Daly maintains a dedicated in house Marketing Department and believes that it has one of the strongest and most proactive marketing programs in the Commonwealth. For the past 13 years, its marketing campaigns have actively reached out to all sectors of the Virginia state / local governments, educational institutions, non-Executive branch and Executive branch state agencies. Daly believes that its ability to market and promote this contract is second to none. Daly’s marketing goals are as follows:</p> <ul style="list-style-type: none"> <li>• Promote the contract, its offerings and its advantages to all parties eligible to use the contract.</li> <li>• Educate the customer base on the contract details, the usage of the contract, and show customers how the contract can be utilized to obtain their needed solutions.</li> <li>• Educate customers on the benefits of the various technologies and related solutions from the manufacturers proposed.</li> <li>• Advertise solutions that can be customized to the customer’s specific needs.</li> </ul>

	<ul style="list-style-type: none"> <li>• Endeavor to make this contract the most used contract vehicle in the Commonwealth for the products, technologies, and solutions proposed.</li> <li>• Put Daly in the leadership position in terms of contract buys and usages.</li> </ul> <p>In addition to participating in most of the Virginia government and education technology shows and events that occur each year, Daly continues to proactively host its own technology shows and events several times a year in different parts of the Commonwealth. In each of Daly’s larger hosted events, at least 20 to 25 of Daly’s technology/vendor partners are invited to showcase their technologies and share with the Commonwealth various state of the art technology solutions and best business practices.</p> <p>In just the past 12 months alone, Daly has hosted 2 large technology events in the Richmond area. We also held a seminar with Palo Alto Networks at the Richmond International Raceway last summer. In addition, we have participated in technology seminars and events throughout the state. Some of these include: VAGP, VA Educational Technology Conference, DGS Procurement Forum, Virginia Association of Chiefs of Police Conference a CAPA event, VCU’s Technology Fair, VCCS New Horizons Conference and the ACCS 2012 Conference along with many other ones.</p> <p>Daly’s field account executives, inside sales staff as well as its marketing personnel are constantly visiting and talking to customers on a daily basis in regards to state contracts, their usages, technology trends and various IT solutions. Our marketing efforts try to incorporate knowledge gained from customers located statewide into productive email and web campaigns, mailers, promo events, demonstration campaigns, and other fun filled technology / education related events.</p>
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		<p>Daly is always open to marketing ideas and welcomes customer’s feedback on our marketing programs, performances and events. We want to know what more we can do for our customers. Simply call and talk to us. Many of our marketing events are a result of customer’s requests.</p>
<p>Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.</p>	<p>N</p>	<p>Daly does not charge re-stocking fee on return equipment if the reason for the return is due to Daly’s error. Even when there are no errors on the part of Daly and the equipment needs to be returned, Daly works hard to not charge re-stocking fee. Our track record will attest to that. Typically we only charge re-stocking fee if for some reason, the manufacturer or the distributor in question simply cannot take the product back. In those instances, Daly will have no choice but to charge a minimal re-stocking fee to recoup its loss. In those cases, re-stocking fee is up to 20% plus the transportation cost. Daly will work very hard to minimize the customer impact. Copies of Daly’s <i>product return process</i> can be found online at <a href="http://www.daly.com/customer-portals/returns.html">http://www.daly.com/customer-portals/returns.html</a>.</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>Daly has won many awards on all of the categories proposed (except for the refurbished equipment categories). Some such examples are Daly’s current and previous VITA contracts for PC/laptops, servers, and other related computing devices. Similar awards are received from the State of Maryland and various Federal agencies. A current listing of these awards can be found online at <a href="http://www.daly.com/contracts/">http://www.daly.com/contracts/</a> and <a href="http://www.daly.com/contracts/virginia/">http://www.daly.com/contracts/virginia/</a>.</p> <p>Sample letters of recognitions from the world’s two largest computer manufacturers are shown in Exhibit 3. The letters are from Lenovo and HP. Other industry recognitions are exemplified by Daly being invited to be on major manufacturers’ advisory councils. Examples of such advisory councils are as follows:</p> <ul style="list-style-type: none"> <li>• HP’s Public Sector Advisory Council</li> <li>• Intel’s Solution Provider Advisory Council</li> <li>• CompTIA’s GSA Advisory Council</li> </ul>

		<ul style="list-style-type: none"> <li>• Ingram Micro’s GovEd Advisory Council</li> <li>• Lenovo's SE Business Advisory Council</li> <li>• Brocade Business Partner Advisory Council</li> </ul>
Does your organization participate in any type of governmental conferences that allows you to promote government contracts that have been awarded to your organization? If so, please explain.	Y	Daly has a long history of actively participating in various governmental conferences. For example, in the past 12 months alone, Daly has participated in the following events: VAGP event in Williamsburg, VA Educational Technology Conference, DGS Procurement Forum, Virginia Association of Chiefs of Police Conference a CAPA event, VCU’s Technology Fair, VCCS New Horizons Conference and the ACCS 2012 Conference along with many other ones.
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. ( <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a> )	Y	Daly Computers currently already maintains several punch-out catalogs, some of which are for Daly’s current VITA contracts. Should Daly be awarded a contract under this solicitation, it will provide a catalog website that interfaces with eVA for this contract. Sample screen shot of Daly’s current VITA punch-out catalog is shown in Exhibit 4.
Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain	Y	Daly’s web catalog displays real time product availability. Daly’s ecommerce and web catalog is managed by CNET, now a CBS Corporation. CNET is a global company and manages / has one of the world’s largest technology information clearing house. This information repository is the underlying data source for Daly’s ecommerce and web catalog. The web catalog receives near real time product availability, technical and pricing information from the nation’s largest manufacturer authorized supply chain distributors, such as Ingram Micro, Tech Data, Synnex, Avnet and directly from manufacturers such as HP and Dell. These named distributors represent the authorized supply chain of the manufacturers proposed. Product availability and related information from these distributors is uploaded daily. Product availability shown in Daly’s web catalog is near real time. A partial screen shot of Daly’s web catalog being updated in near real time is shown in Exhibit 5.
Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at:	Y	Daly’s solution complies with current COV ITRM Policies and Standards.

<p><a href="http://www.vita.virginia.gov/library/default.aspx?id=537">http://www.vita.virginia.gov/library/default.aspx?id=537</a></p>		<p>Additionally, Daly has reviewed the VITA ITRM Standard security document, Removal of Commonwealth Data from Electronic Media Standard and certifies that it will comply with the stated security requirements and associated procedures. Daly understands and agrees that all equipment containing Commonwealth data will have the data securely removed from the electronic media before the equipment is surplus, transferred, traded-in disposed of or replaced. If and when required, Daly will remove the data using the acceptable methods defined in the ITRM security document. The acceptable methods are overwriting, degaussing, or physically destroying the hard drives. The data removal process also includes the removal of the data from non-volatile memory and other medias such as CD, DVS, USB storage devices, etc.</p> <p>As part of the data removal process, Daly will also comply with the quality assurance testing and certification standards set forth in the ITRM security data removal process. Daly will use the certification tags and the data removal quality assurance form defined in the security document to record the processes used to remove the data. Additionally, Daly will comply with the Non-Disclosure Agreement governing the confidentiality of the agency information when working with the Commonwealth equipment.</p> <p>As an added compliance to the ITRM security requirements, Daly can allow user to keep a failed hard drive while receiving a new hard drive under warranty.</p>
<p>Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <a href="http://www.vita.virginia.gov/oversight/default.aspx?id=10344">http://www.vita.virginia.gov/oversight/default.aspx?id=10344</a></p>	<p>Y</p>	<p>Daly's current interfaces to Commonwealth systems comply with applicable Commonwealth Data Standards as specified. For example, Daly has worked with VITA for many years in providing its ecommerce punch-out services.</p>
<p>Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If so, please explain.</p>	<p>Y</p>	<p>All manufacturers proposed are global companies and their equipment proposed meet the current EPA's and DOE's Energy Star guidelines. A comprehensive listing for these</p>

		<p>manufacturers can be found online at <a href="http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=CO">http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&amp;pgw_code=CO</a>.</p> <p>Sample Energy Star certifications for some of the manufacturers can be found online at <a href="http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html">http://www.hp.com/hpinfo/globalcitizenship/environment/products/ecolabels.html</a> and shown in Exhibit 6.</p>
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<b>Appendix E</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>Reports</b>		
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.	Y	With its enterprise ERP system, Daly can easily generate a variety of reports detailing products and orders that have been shipped, delivered, or placed in any of its customer’s locations. Daly’s ERP system records and tracks all products shipped and their ship to locations. Tracked information includes but is not limited to the following: equipment model numbers, unit price, serial numbers, quantity of the products shipped, customer PO numbers, buying agency, buyer name, end-user name when available, all pertinent customer information available at the time of transaction, products shipped to / delivered locations, ship to contact person, products ship date, product sign off date, Daly’s invoice numbers, etc. A sample report is shown in Exhibit 7. Daly can customize the report to the customer’s specifications. All requested reports are also available in hard and or electronic copies via email or online access.
Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.	Y	Authorized users and customers can have access to an electronic service log via Daly’s online customer service portal. This service portal gives customers access to an electronic service log within Daly’s call tracking system. The service log contains all pertinent information related to a particular service call or work order. Some of the information tracked is as follows: date and time of initial call; Daly work order number; customer’s work order number; customer name; address, and contact information; equipment model number and serial number; descriptions of reported problem; and all the incidents and actions taken to resolve the call.  Daly’s customer service web portal can be accessed at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a> . Sample screen shots of Daly’s online electronic service log are shown in Exhibit 8.

<p>Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.</p>	<p>Y</p>	<p>Daly can provide a variety of reports that may be of added value and benefits to the Authorized Users. Some such reports are as follows:</p> <ol style="list-style-type: none"> <li>1. A comprehensive report of all products purchased by the Authorized User to include all hardware, software, and related services purchased.</li> <li>2. If the Authorized User manages many departments, a complete purchase report by departments can be generated.</li> <li>3. Reports documenting warranty information on the hardware purchased. This information allows Authorized User to properly plan their technology refresh, upgrade schedule or disposal strategy.</li> <li>4. Reports documenting software licensing and their maintenance schedule. This information is important for server related software such as VMware, Adobe, Microsoft, etc.</li> <li>5. Complete asset inventory report listed by asset number, product models, serial numbers per location as well as unit price, warranty start and end date, etc. Daly can also conduct onsite asset inventory audits on customer’s hardware and software.</li> <li>6. Complete service call history report with equipment failure rates and trending charts.</li> <li>7. Various trending reports can be provided based on customer’s specifications.</li> <li>8. By tracking customer’s equipment purchases, Daly can help the Authorized User manage their inventory assets.</li> </ol> <p>Daly’s account managers and project managers will work closely with the customers to design reports that will bring added value and meet the customer’s specific requirements. As a VAR and a total solution provider, it is Daly’s mission to constantly find ways to provide additional value for its customers. All information can be available in hard copy and or electronic copy. Examples of some of the value add reports are shown in Exhibit 9.</p>
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<b>Appendix E</b>		
<b>Requirement</b>	<b>Y/N/F</b>	<b>Description</b>
<b>Services and Sales</b>		
Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.	Y	<p>Daly provides a variety of service and support programs and solutions for Authorized Users to receive service within 8 hours of notification or next business day. The solutions include but are not limited to: 8 hour onsite service; next business day (NBD) onsite service; same day 4 hour onsite service; loaner system program when a problem cannot be resolved the same day of the service; same day 4 hour onsite service with problem resolution; provide onsite spare parts inventory to ensure fast service turnaround; and having a Daly engineer report onsite on a regular basis.</p> <p>To ensure that the users and the equipment receive the proper level of services, it is important that Daly’s account managers and or project manager(s) work closely with the users to thoroughly understand the requirements and thereby craft the appropriate service solution for the user and or the device. Daly understands that in a public sector enterprise environment, different devices and users have different levels of priorities and mission criticality. A well designed service program should incorporate those requirements in the service SLAs.</p> <p>As an authorized service provider for many of the manufacturers proposed, Daly has the organizational infrastructure and the technical resources in house to service this contract within the required SLA response time. However, from time to time, when the circumstance calls for it, Daly will utilize the manufacturer’s technical resources or possibly Daly’s qualified subcontractors to complement and supplement its capabilities.</p> <p>Daly’s 7x24 help desk and call center is the front line that receives all customer service</p>

	<p>requests. It is currently averaging a response time of less than 30 seconds from the initial call in. The toll free help desk number is (888) DALY-TEC. Customer service calls / requests received are diligently processed for immediate actions. All requests received are carefully logged into Daly’s call tracking system. Customers also have other options to reach Daly’s help desk and call center. They are: via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a>; via Daly’s online service web portal at <a href="https://www.autotask.net/ClientPortal/Login.aspx?ci=8411">https://www.autotask.net/ClientPortal/Login.aspx?ci=8411</a>; or directly communicate with Daly’s call tracking systems via the customer’s call tracking system. When call requests are received, they are immediately acknowledged by Daly’s help desk and call center personnel for the proper follow on action. Sample screen shots of Daly’s customer service web portal are shown in Exhibit 10.</p> <p>Once all the pertinent information is recorded into Daly’s call tracking system, the help desk personnel takes appropriate steps to diagnose the problem at a Tier 1 level. If Tier 2 escalation is needed, the appropriate engineer is called upon. Daly’s call tracking system has an automated alert system whereby if the call is not responded to within the contract SLA time line or the customer defined time line, automated escalations via emails and or text messages are sent out to management for immediate actions. This alert system proactively notifies management of pending non-compliances.</p> <p>When Authorized Users call in, they are issued unique Daly service work order numbers. These identifier numbers are used to track the calls through their final resolutions. Customer’s unique service work order numbers may also be recorded for easy cross references.</p> <p>If the problem is not immediately resolved over the phone and the service call requires an onsite visit, a qualified technician and or engineer will be dispatched to the customer</p>
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		<p>site within the required SLA. Daly maintains manufacturer certified engineers and technicians. Some sample Daly manufacturer certifications are shown in Exhibit 1. Customer will be given an estimated time of arrival. Daly maintains a fleet of trucks and teams of qualified and experienced field technicians and engineers for field services.</p> <p>If parts are required for the service call, Daly's help desk will either pull such part from its service warehouse or order them directly from the manufacturer or the manufacturer authorized service parts provider. Most parts ordered are shipped over night to either Daly's location or a location near the customer site for morning pickup. Faster turnaround is also available and will require pre-arranged SLA agreement with the customer. Daly's mission is to ensure that all calls are addressed in a timely manner to the customer's satisfaction and within the contract SLA.</p> <p>It is Daly's policy that a service call is not closed until the customer deems that the call is closed. This policy ensures that the customer's needs are met and a high degree of customer satisfaction is achieved. Daly has been providing this type of help desk and field dispatch services for the Commonwealth for many years.</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>Daly currently provides its government and education customers with a variety of hardware and software support during business hours from 8:00 am – 5:00 pm EST. This service and support are also available after hours. Daly's service and support are derived from the following resources:</p> <ul style="list-style-type: none"> <li>• Daly's senior system engineers, system architects, and network engineers</li> <li>• Daly's subject matter experts</li> <li>• Daly's teams of customer engineers and field technicians</li> <li>• Daly's Project managers</li> <li>• Daly's 7x24 help desk and call center</li> <li>• Daly's sales personnel and pre-sales engineers</li> <li>• Engineers and technical resources from</li> </ul>

	<p>Daly’s manufacturer partners and or subcontractors.</p> <p>When permissible, equipment delivered can be remotely monitored by Daly’s engineering team.</p> <p>Daly’s technical staff can be reached either via a toll free technical support line at (888) DALY-TECH or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via its service web portal. Daly’s sales personnel can be reached via Daly’s toll free sales line at (800) 955-DALY or via email at <a href="mailto:VASales@daly.com">VASales@daly.com</a>. Individual sales and technical personnel can also be reached via their emails, cell phones, and text messages.</p> <p>Hardware and software support services include the following:</p> <ul style="list-style-type: none"> <li>• Technical consultation and configurations on the hardware and related software proposed</li> <li>• Integrated software solutions for PC, laptops, servers, and other computing devices</li> <li>• Total solution best practices discussion</li> <li>• System design, benefits, implementation processes, and related solutions</li> <li>• Various technology programs customized to the customer’s specific needs</li> <li>• Total cost of ownership discussion and the associated financial modeling</li> <li>• Hardware and software technology roadmap briefings and training sessions</li> <li>• Hardware and software demonstrations prior to purchases</li> <li>• In-warranty and out-of-warranty hardware technical services support</li> <li>• Complete engineering support and staff augmentation services</li> <li>• When permissible, remote management</li> <li>• Custom solutions and technical services to include 7x24 onsite services</li> </ul> <p>Daly’s sales, technical and project management personnel will work closely with the customers to craft and provide the required hardware and software solutions that will meet the customer’s specific needs.</p>
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<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>Daly has qualified technicians and engineers to service all the devices proposed. Additionally, Daly will leverage the manufacturers' service and warranty programs to fulfill the service / warranty requirements of the RFP.</p> <p>For examples:</p> <p>Under the PC and All-In-One category, Daly will utilize the manufacturer's 3 years onsite NBD warranty complemented by Daly's onsite and help desk / call center technical services. Other enhanced warranties such as off hours warranty coverage, P-1 mission critical response, equipment sparing, accidental damages, image rebuilt warranties, etc. are available from Daly.</p> <p>Under the User &amp; Refurbished equipment category, Daly will provide the required 3 years warranty programs. These warranties will include onsite or depot warranties depending on the customer's preferences.</p> <p>Under the Laptop category, Daly will provide the manufacturers' 3 years next day exchange warranties. However, please note that this warranty is very expensive and most agency customers normally only subscribe to the 3 years NBD onsite warranties. A next day exchange warranty may not work for the customers as the equipment hard drives will most likely be "exchanged" away and for that reason, most customers if not all do not want that. An onsite or depot repair warranty can ensure that the customer's hard drives (or hard drive contents) are retained if the hard drive is not the problem.</p> <p>Under the Chromebook, Thin Client, Rugged Laptop, Rugged Tablets (Windows &amp; Android) Android Tablets and Windows Tablets categories, Daly will provide the manufacturers' 3 years NBD exchange warranties.</p> <p>Under the Server category, Daly will utilize the manufacturers' 3 years onsite warranty programs complemented by Daly's help desk /</p>
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		<p>call center and technical services.</p> <p>One of the major components of being able to provide next business day warranty is the ability to obtain service parts for the service call in question. Under the manufacturer NBD warranty programs proposed, these service parts will be available via next day overnight shipments to the customer site. By calling into Daly’s help desk / call center Daly will facilitate the overnighting of the service parts to either Daly’s service locations or a location near the customer site for next day pickup. Alternately, customers can also call the manufacturers directly for the NBD warranty calls. Under this contract, Daly will either utilize its technicians / engineers or the manufacturers’ engineers to service the equipment under a NBD onsite warranty coverage. Typically utilizing the manufacturers’ technicians are more efficient and expedient, especially in light of the fact that it is already registered under the said manufacturer’s NBD warranty programs.</p>
<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>Daly certifies that it is committed to the service level agreements noted in Appendix A. Daly has a track record of complying with such SLA for many years.</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>Daly absolutely has the 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>Daly’s technical and engineering teams routinely provide its government and education customers with a wide range of services. They include the following:</p> <ol style="list-style-type: none"> <li>1. Hardware configurations of all types of servers 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. The servers include stand-alone systems, rack based systems, and blade servers.</li> <li>2. Software configurations include server operating systems such as Windows Server</li> </ol>

		<p>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.</p> <ol style="list-style-type: none"> <li>3. Server configuration and installation services also include the design, setting up, and integration of server virtual machines in the customer’s SAN infrastructure.</li> <li>4. Daly’s engineers and system architect can also integrate the physical and virtual servers into the customer’s complete network, storage, security, and enterprise infrastructure.</li> <li>5. Daly’s certified engineers routinely provide its government customers 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.</li> <li>6. Whether the installation services is for new servers, a virtual servers or the upgrade of existing servers, Daly’s engineers will provide complete data migration services.</li> <li>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.</li> <li>8. Other server related configuration and installation services include peripheral equipment such as PDU, KVM, rack fans, network switches, routers, etc.</li> <li>9. Software Applications – Daly’s engineers can also install a variety of application software to include but not limited to business applications, databases, security</li> </ol>
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		<p>software, communication software, management software, and all types of utilities and software patches onto the delivered servers.</p> <p>For complex deployment services, Daly will assign project managers and experienced installation personnel to ensure that all phases of the installation services are properly pre-planned and executed to the customer’s time line and expectation. Proper risk mitigation steps are always exercised as part of Daly’s Project Implementation Plan and Methodology guidelines. A sample copy of this is shown in Exhibit 11. This document illustrates Daly’s methodical approach to managing large scale deployment and installation projects.</p> <p>In summary, Daly’s architect, configuration, and installation services include the following components:</p> <ol style="list-style-type: none"> <li>1. System design and consultation.</li> <li>2. Master image build, testing and validation.</li> <li>3. Replication of master image onto the required systems.</li> <li>4. Complete system configuration and testing.</li> <li>5. Bar code asset tag of the systems. Asset tags may be customized or using customer’s asset tags.</li> <li>6. Provide complete asset management of all delivered equipment to include capturing of all destination information. Asset management may also include the customer’s legacy / existing equipment.</li> <li>7. Stage and warehouse servers and related equipment for scheduled deliveries and installation services.</li> <li>8. Onsite server related data transfer and or migration services.</li> <li>9. When permitted, installation services may include connecting the servers to customer’s network domain, authenticate the systems onto the network, and test all server functionalities and applications.</li> <li>10. Provide complete physical and virtual sever design and installation services.</li> <li>11. Installation services may include a wide</li> </ol>
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		<p>range of servers, network equipment, other data center related equipment, peripherals and accessories.</p> <ol style="list-style-type: none"> <li>12. Disposal and recycling of old equipment while capturing the asset information.</li> <li>13. Proper disposal and shredding of server hard drives.</li> <li>14. Make sure that all delivered and installed equipment are properly signed off by customers.</li> <li>15. Provide complete equipment and project related documentation.</li> <li>16. Provide experienced project manager for detailed planning, customer liaison, and performance reviews.</li> <li>17. Provide all technical resources for delivery and installation services.</li> </ol> <p>Daly maintains a 43,000 square feet production and integration facility located at its Clarksburg headquarters. From this facility Daly is able to pre-configure and customize servers and related technologies / equipment to the customer’s exact specifications. The integration process includes the design and configurations of server operating systems, virtualization software (i.e. VMware), and application software. This facility can customize, test, and produce hundreds of servers and thousands of client computers a month. With this type of pre-configuration and volume production capability locally, installation services at the customer sites are made easier and more efficient. With Daly’s installation resources, experience, and capability, Daly is able to meet the Commonwealth’s configuration and installation services requirements.</p>
<p>Does your proposed solution include a customer support program? If so, please describe your firm’s ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.</p>	<p>Y</p>	<p>Daly Computers has been working with the Commonwealth of Virginia government and educational institutions for almost 20 years and has a long track record of proactively informing its customers of new products, changes in technology, advanced specification documentation and other market information. A combination of different approaches is used to achieve optimal results. The approaches include the following combination of activities.</p>

	<ol style="list-style-type: none"> <li>1. Throughout the year, Daly’s field account executives and project managers visit customers statewide disseminating vital product information, technology trends, best business practices, and future technology roadmaps.</li> <li>2. Daly’s inside sales reps along with Daly’s marketing personnel call on customers throughout the year disseminating important change information. Daly maintains its own in-house telemarketing team.</li> <li>3. Technology seminars, briefings, and technology roadmap presentations are conducted throughout the year at different customer sites or at a convenient off site location.</li> <li>4. Daly’s technology showcases held several times a year in the Commonwealth have been a great medium to provide customer technology updates and introductions.</li> <li>5. Daly’s web site connects users to different current industry trends and technologies.</li> <li>6. Daly’s ecommerce engine has a feature that effectively compares the specifications from different product sets.</li> <li>7. Mailers and email notices are sent out throughout the year informing customers of different product information, news, and trends.</li> <li>8. Daly actively works with its manufacturer partners throughout the year to educate our customer base via technology events and seminars.</li> </ol> <p>Some other customer support programs available are as follows:</p> <ol style="list-style-type: none"> <li>1. Daly’s 7x24 help desk and call center are available to help customers.</li> <li>2. Consultation and engineering design services provided by Daly’s senior engineers and solution architects.</li> <li>3. Programming services for application designs, implementation, and support.</li> <li>4. Technical resources for staff augmentation services.</li> <li>5. Project management services to support</li> </ol>
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		<p>technology implementation and deployment services.</p> <p>6. Technology and equipment customization and design services.</p> <p>Daly will work with customers to optimize the needed programs.</p>
<p>Does your proposed solution include your firms 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>Daly regularly delivers large quantities of equipment and full systems to multiple Virginia government and education customer locations throughout the Commonwealth.</p> <p>By maintaining its own fleet of trucks and delivery / installation personnel as well as having a large production / integration / warehouse facility where equipment can be carefully staged for shipping, Daly is able to manage simple to complex deployment logistics and pre-schedule arrival times to accommodate the customer’s exact needs. Currently Daly has a fleet of ten (10) trucks. During busy seasons, additional trucks are brought online. All delivery and related installation services are required to be signed off by the customer for satisfaction approval. An example is Daly’s delivery of hundreds of equipment to various Virginia DSS locations throughout the Commonwealth at pre-schedule times after the products have been inventoried, asset tagged and recorded at Daly’s integration facility. This service has also been used by VDOT and the Commonwealth ABC. When preferred and or requested, the asset information is transmitted electronically to the customer along with the tracking number while the shipment is en-route. By the time the equipment arrives at each site, the customer is ready to receive the equipment in an orderly manner. Daly has been providing this type of delivery services for over 20 years.</p> <p>Daly’s process of providing successful deliveries begins with accurately identifying and understanding the customer’s delivery requirements. Such requirements include understanding the model and quantities needed at each location; bar code / asset tag requirements if any; exact times products are needed at each location; delivery methods</p>

		<p>preferred (i.e. inside delivery vs. loading dock pallets delivery); site contact information, and any special delivery or installation instructions. At times, even the internal physical layout of the building will need to be understood in order to properly transport large quantities of equipment to their final destinations.</p> <p>Relatively simple deliveries are typically processed by the sales team. For complex deliveries and deployments, a project manager is assigned to manage all the logistics. An example of such project is a multiple location delivery with complex installation services staggered over a period of time. As a standard practice, once an order is received, Daly’s inside sales, project manager, and or integration manager will coordinate the staging and delivery schedule as well as the installation schedule and requirements directly with the customer. Meticulous planning will be put in place to ensure that all equipment arrives on time as scheduled and arrives in the agreed upon methods.</p> <p>Daly is proud to have one of the deepest resource pool and delivery infrastructure servicing the Commonwealth.</p>
<p>Does your proposed solution include IT equipment disposal and recycling services? Please provide details and pricing for these services in Appendix C (Services/Warranty Tab)</p>	<p>Y</p>	<p>Daly Computers has been providing IT equipment disposal and recycling services for its government and education customers for over 13 years. In the past 5 years alone, Daly has successfully disposed and recycled over 30,000 computers (desktops and laptops), and related peripherals. Most of the equipment was 4 to 5 year old computer systems and equipment that Daly initially placed at the customer sites.</p> <p>Daly’s disposal and recycling strategy consists of the following:</p> <ol style="list-style-type: none"> <li>1. Drive Clean - All system hard drives are cleaned using DoD disk wipe standards. Daly uses drive duplicators or disk wipe applications that wipe the drive at the lowest formatted level.</li> <li>2. Drive Shredding – Daly has a hard drive shredder that can physically shred over</li> </ol>

		<p>180 drives an hour. This shredder can also shred optical devices, media, and tapes. In the past 12 months alone, Daly has shredded thousands of hard drives for its government and education customers.</p> <ol style="list-style-type: none"> <li>3. Refurbish and recycle – Salvageable computers are physically cleaned inside, the dust is removed, the drive data is wiped, the OS is reinstalled, and the system tested for full functionality. Once the system is fully functioning, it is then sold at the second hand market. Quite often the equipment is sold to export brokers.</li> <li>4. When the systems cannot be refurbished, they are taken apart and sold for the value of their components:             <ol style="list-style-type: none"> <li>a. The circuit boards are sold for its valuable metals, i.e. gold and aluminum.</li> <li>b. Any available metal frames are sold by the pound to scrap metal brokers.</li> </ol> </li> <li>5. Monitors are cleaned and resold in the secondary market.</li> <li>6. Unusable monitors are either sold to brokers for their parts or shipped to monitor recyclers. The latter process can incur substantial costs.</li> </ol> <p>Daly's recycle team works with recycling companies that comply with environmental laws. Daly will also provide disposal and recycling services on equipment that are not purchased from Daly.</p>
<p>If your proposed solution has included multiple manufacturers, please explain how your organization will service each manufacturer that would be represented in a contract.</p>	<p>Y</p>	<p>Daly is authorized to service and support most of the manufacturers proposed, i.e. HP and Lenovo. Sample copies of Daly's manufacturer certifications can be found in Exhibit 1. Additionally, Daly's technicians and engineers also have industry standard type certifications, i.e. CompTIA's A+, Server+, Network+, Security+, Microsoft, VMWare, EMC, etc.</p> <p>All equipment proposed and offered will be sold with the appropriate manufacturer warranty in order to meet the RFP warranty requirements for that category and to meet the contract SLA requirements. For a computer manufacturer that Daly is not authorized to service, Daly will use the</p>

		<p>manufacturer authorized service provider or the manufacturer to service the equipment. For example: Heartland Services is the only company that is authorized to service Panasonic laptops. When a Panasonic laptop needs repair services customer can either call Daly or call Heartland to receive the needed services. Typically, a serial number is used to overnight a free freight box to the customer to ship the equipment to Heartland. The equipment is then overnighed back to the customer after it is fixed. In some instances, local Panasonic engineers can also be dispatched to the customer site for the repair. For most tablets, i.e. tablets from Lenovo or Samsung, onsite service is simply not available from the manufacturers as the units are not field-serviceable. The equipment needs to be repaired at the manufacturer or replaced / exchanged out. Regardless of the processes, as the prime contractor, Daly will be responsible for complying with agreed upon contract requirements.</p>
<p>Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain.</p>	<p>Y</p>	<p>Daly will provide the Commonwealth with vendor agnostic configuration on all the hardware systems proposed. Configuration consultations may include topics related to device usage best practices, technology optimization, security, environmental concerns, total cost of ownership, and application related topics. Daly’s experienced sales and pre-sales technical personnel have years of experience providing customers with custom configurations and related design services on desktops, all-in-ones, laptops, mobile devices, thin client devices, and servers. Quite often, configuration discussions will touch on a variety of topics to include storage, network, security, power consumption, mission criticality, fault tolerances, support / training requirements, usages, etc. Ultimately, one of the main objectives is to configure the most appropriate systems to the customer’s specifications / requirements.</p> <p>Configurations for tablets may be limited in scope as the devices are in general not as</p>

		<p>configurable as a laptop except for the tablet's memory, storage, WiFi capability, screen size, resolution, included tools, ports, and ruggedness.</p>
<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.</p>	<p>Y</p>	<p>End users will have the option to track their shipment once it has left our warehouse in several ways. If the order was placed on Daly's ecommerce site and processed through the online system, customers will receive automated notices and have the online option to track the shipment on Daly's ecommerce site. Screen shots of the order tracking steps are shown in Exhibit 12.</p> <p>If the order is placed through a PO process, customers will have the ability to track its order by several means. They include: 1) receiving an order status from Daly electronically or via email, 2) logging into an authorized secure web portal to track the status, or 3) receive status update from Daly's account manager or project manager. Typically for large volume orders with multiple delivery and installation schedules to multiple locations, a series of daily and or weekly order status reports will be sent to the customers. Examples of these reports are also shown in Exhibit 12. The sample reports shown are: order status with delivery dates and ETA dates; orders that have been delivered but not yet invoiced; invoice status reports on customer orders; and installation schedules on open orders. These are just some sample customized reports that Daly is generating for its customers and customers are receiving these automatically on a daily or weekly basis.</p>
<p>Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc.</p>	<p>Y</p>	<p>All in stock orders are shipped the same day when the orders are received into Daly's ERP system the same day. For orders that are received near the end of the day around 5pm, they may still be expedited for overnight drop shipments to the customer sites if the products are in stock at Daly's distributor warehouses. Because, Daly uses the nation's largest manufacturer authorized supply chain distributors with warehouses located in the Central and Pacific time zones, Daly has the option to ship products out of the Mid-West</p>

		<p>or West Coast warehouses up to 7pm EST.</p> <p>Orders that are in stock at Daly or Daly’s supply chain distributors can be shipped out the same day when the orders are received into our system that same day.</p> <p>Some common causes for delays are as follows:</p> <ol style="list-style-type: none"> <li>1. Errors in the customer purchase order or incomplete information on the purchase order, i.e. incorrect address, missing information, incorrect items, wrong configurations, etc.</li> <li>2. Product back orders.</li> <li>3. Discontinued products being ordered.</li> <li>4. Wrong part(s) ordered by the customer.</li> </ol> <p>Daly’s Material Requirement Planning (MRP) group is the operational group that is tasked to execute on the back office customer order processing and transaction such as fulfill and procure all items on customer orders; resolve order related problems proactively; ensure customer orders are delivered within the allotted time line; and making sure that the equipment arrives on site within the time line and the methods expected. Daly’s MRP works closely with Daly’s sales and project managers to execute on all order processing. Their mission is to fulfill all customer orders timely and accurately.</p>
<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</p>	<p>Daly will allow user to keep and retain a failed hard drive while receiving a new hard drive that is covered under warranty. The hard drive retention programs offered are essentially the same programs offered by the manufacturers proposed under this contract. Regardless that the programs offered from each manufacturer may vary in its logistical transaction, as the prime contractor, Daly will work closely with the user to facilitate the service and make it available to qualified users. Details of each manufacturer’s drive retention program are presented in Exhibit 13. The programs vary in its logistics of acquiring the drives but the results are the same nevertheless.</p>

<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>	<p>Y</p>	<p>Daly is able to propose used / refurbished computers to VITA only because it has been taking back at least 5000 to 6000 computer systems each year from its customers for the past 8 years. These computer systems (desktops and laptops) are typically 4 years old systems (deployed by Daly 4 years earlier) and are being replaced by Daly with new computers as part of Daly's ongoing technology refresh program. Currently these computers are being resold into second hand market, recycle and or disposed depending on their condition. Most of these computer systems are brand name systems from HP.</p> <p>Daly will be able to provide 3 year warranty on these systems, mainly desktops and laptops that have been pre-qualified by Daly as warrantable. Procedures for initiating a request for repair service are as follows:</p> <ol style="list-style-type: none"> <li>1. Customer needing warranty services to call Daly's help desk and call center at (888) DALY-TECH or via email at <a href="mailto:Helpdesk@daly.com">Helpdesk@daly.com</a> or via its service web portal.</li> <li>2. Customer needs to have the following information ready:             <ol style="list-style-type: none"> <li>a. System model and serial number</li> <li>b. Problem symptom(s)</li> <li>c. Customer name, location, and contact information</li> <li>d. Equipment location and related information</li> </ol> </li> <li>3. Daly's technician will diagnose the problem online with the customer.</li> <li>4. Should the equipment be diagnosed needing service, the customer is issued a RMA number. The RMA number is a unique work order number used to track the repair.</li> <li>5. Customer will then ship the system to Daly's main service facility in Clarksburg, Maryland for repair.</li> <li>6. The repair time can take anywhere from 1 to 10 work days depending on the problem and the parts availability. Please note that these are very old computer systems and may require extensive work.</li> </ol>
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		<ol style="list-style-type: none"> <li>7. The customer may be contacted by Daly's technician with further questions.</li> <li>8. Once the computer is repaired, it is shipped back to the customer via UPS. Most locations are overnight deliveries.</li> <li>9. The customer will be contacted to confirm the repair and the work order is closed.</li> </ol>
<p>Does your firm offer any other goods or services that would be a value to the Commonwealth? If so, please explain.</p>	<p>Y</p>	<p>Daly is a full service total solution provider, value added reseller and system integrator focused on the government enterprise environment. We have been in business for over 26 years serving government and educational institutions statewide and regionally. Daly has one of the largest value added reseller operation in the region with \$75M in revenue. Daly currently carries over 1 million line items of hardware, software, and service offerings in its catalog. Goods that the Commonwealth may be of interests include but are not limited to the following technologies:</p> <ul style="list-style-type: none"> <li>• Different types of wearable computers and sensors</li> <li>• Environmental sensors</li> <li>• Storage systems, i.e. SAN, NAS, etc.</li> <li>• Power and cooling &amp; generator</li> <li>• Core to edge network devices</li> <li>• Wireless access points and controllers</li> <li>• Network security, i.e. next generation firewall, network access control, etc.</li> <li>• Network monitoring devices</li> <li>• Server/Storage/Network virtualization related technologies</li> <li>• Thin client and VDI related technologies</li> <li>• Data center related peripherals and accessories</li> <li>• Digital security and surveillance from access system to digital cameras</li> <li>• SMART Board and distance learning collaboration technologies, i.e. digital whiteboards and video conferencing technologies</li> <li>• Audio visual equipment and technologies</li> <li>• Mobile laptop carts &amp; ergonomic furniture</li> <li>• Vehicle mounting kits for computers, etc.</li> <li>• Cabling and related equipment</li> </ul>

	<p>A wide range of services are available to the Commonwealth to include the following:</p> <ul style="list-style-type: none"> <li>• Technology consultation, architect, and design services for VDI, data center, power and cooling, server virtualization, network security, campus wireless network, core network, digital surveillance, etc.</li> <li>• Data center related technical and installation services</li> <li>• Technical resource / subject matter expert staff augmentation</li> <li>• Simple to large scale project management</li> <li>• Active directory and Exchange design, upgrade and migration services</li> <li>• Staged deliveries and installation services customized to the customer’s exact specifications</li> <li>• Configuration, imaging, delivery and installation services of a single unit to thousands of computers</li> <li>• Custom asset tag and asset management</li> <li>• Online web based asset tracking</li> <li>• Online call tracking system solution</li> <li>• Online web services</li> <li>• Custom reporting on goods and services</li> <li>• Physical shredding of hard drives, optical drives and related media</li> <li>• Equipment disposal and recycling services</li> <li>• Complete computer technology refresh program based on lease finance program</li> <li>• Data center equipment technology refresh program base on lease finance program</li> </ul> <p>Daly’s system architect, subject matter experts, project managers, and account managers stand ready to meet with customers to discuss their particular technology requirements, services, and solution. A copy of Daly’s solution menu is shown in Exhibit 14.</p>
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**EXHIBIT C  
Laptop**

Intel/ AMD Based

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Teacher Discount from List (see note #2)</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Laptop Offering</b>	<b>Acer TravelMate P243 M6655</b>	<b>709.98</b>	<b>5.00%</b>	<b>674.48</b>	<b>7.00%</b>	<a href="http://www.acer.com">www.acer.com</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>5.00%</b>
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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.

**Notes:**

- The standard warranty for the Acer TravelMate P243 is a 2 year warranty. Daly has added an additional Acer 1 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Acer.
- With specific quantities identified, additional discounts may be available from Daly and Acer for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Chromebook

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Chromebook</b>	<b>Acer C710</b>	<b>358.99</b>	<b>6.00%</b>	<b>337.45</b>	<a href="http://www.acer.com">www.acer.com</a>
Intel Celeron 847 1.1GHz					
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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.

<b>Minimum Percentage Discount for Chromebook Accessories (see note #2)</b>	<b>5.00%</b>
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**Notes:**

1. The standard warranty for the Acer Chromebook is a 1 year warranty. Daly has added an additional Acer 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The laptop proposed above is based on Intel processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Acer.
5. With specific quantities identified, additional discounts may be available from Daly and Acer for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.
9. For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Acer Iconia A1-810</b>	<b>268.99</b>	<b>7.00%</b>	<b>250.16</b>	<a href="http://www.acer.com">www.acer.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Android Tablet 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The standard warranty for the Acer A1-810 is a 1 year warranty. Daly has added an additional Acer 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The laptop proposed above is based on a dual core processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Acer.
5. With specific quantities identified, additional discounts may be available from Daly and Acer for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.
9. For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Acer Iconia W510P</b>	<b>819.98</b>	<b>3.00%</b>	<b>795.38</b>	<a href="http://www.acer.com">www.acer.com</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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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.

### Notes:

- The standard warranty for the Acer Windows tablet is a 2 year warranty. Daly has added an additional Acer 1 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Acer.
- With specific quantities identified, additional discounts may be available from Daly and Acer for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Asus MeMO Pad HD 7</b>	<b>298.00</b>	<b>6.00%</b>	<b>280.12</b>	<a href="http://www.asus.com">www.asus.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Android Tablet 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The standard warranty for the Asus MeMO Pad HD 7 is a 1 year warranty. Daly has added a Asus 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The Androd tablet proposed above is based dual core processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Asus.
5. With specific quantities identified, additional discounts may be available from Daly and Asus for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Windows Tablets**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Tablet Offering</b>	<b>Asus VivoTab Smart</b>	<b>648.00</b>	<b>4.00%</b>	<b>622.08</b>	<a href="http://www.asus.com">www.asus.com</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

- The standard warranty for the Asus ViVo Tab Smart is a 1 year warranty. Daly has added a Asus 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The Androd tablet proposed above is based dual core processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Asus.
- With specific quantities identified, additional discounts may be available from Daly and Asus for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Laptop**

Intel/ AMD Based

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Teacher Discount from List (see note #2)</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Laptop Offering</b>	<b>Fujitsu Lifebook E743</b>	<b>1,888.00</b>	<b>20.00%</b>	<b>1,510.40</b>	<b>20.00%</b>	<a href="http://www.shopfujitsu.com/store/">http://www.shopfujitsu.com/store/</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>10.00%</b>
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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.

**Notes:**

- The standard warranty for the Fujitsu Lifebook E743 is a 1 year warranty. Daly has added an additional Fujitsu 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Fujitsu.
- With specific quantities identified, additional discounts may be available from Daly and Fujitsu for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>	Fujitsu Stylistic Q702	1,603.00	12.00%	1,410.64	<a href="http://www.shopfujitsu.com/store/">http://www.shopfujitsu.com/store/</a>
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					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) 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.

### Notes:

- The standard warranty for the Fujitsu Stylistic is a 1 year warranty. Daly has added an additional Fujitsu 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Fujitsu.
- With specific quantities identified, additional discounts may be available from Daly and Fujitsu for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 15% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

<b>Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)</b>	<b>10.00%</b>
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## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Fujitsu Stylistic Q572</b>	<b>1,088.00</b>	<b>9.00%</b>	<b>990.08</b>	<a href="http://www.shopfujitsu.com/store/">http://www.shopfujitsu.com/store/</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) 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.

**Notes:**

1. The standard warranty for the Fujitsu Stylistic is a 1 year warranty. Daly has added an additional Fujitsu 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The laptop proposed above is based on AMD processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Fujitsu.
5. With specific quantities identified, additional discounts may be available from Daly and Fujitsu for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 15% or higher when set volume quantities are known.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>10.00%</b>
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**EXHIBIT C  
Servers**

Intel/ AMD Based

*Minimum Configurations*

<b>Tower Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel Xeon E3-1200v2 3.10GHz 8GB Memory 100 GB Hard Drive Onboard SATA DVD Writer No OS installed Gigabit Ethernet Adapter	<b>IBM x3100 M4</b>	<b>1,656.00</b>	<b>12.00%</b>	<b>1,457.28</b>	<a href="http://www.ibm.com">www.ibm.com</a>
<b>Rack Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel Xeon E5-2407 2.2GHz 8GB Memory Onboard SATA 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed	<b>IBM x3530 M4</b>	<b>2,357.00</b>	<b>12.00%</b>	<b>2,074.16</b>	<a href="http://www.ibm.com">www.ibm.com</a>
<b>Blade Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel E5-2430 2.2GHz 8GB Memory 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed	<b>IBM Flex System x220</b>	<b>4,406.00</b>	<b>12.00%</b>	<b>3,877.28</b>	<a href="http://www.ibm.com">www.ibm.com</a>

Warranty is three years on-site for all server models and future models. Additional warranty and services may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

<b>Minimum Percentage Discount for Server Accessories (see note #2)</b>	<b>10.00%</b>
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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 blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

**Notes:**

1. Servers proposed above are based on Intel processors.
2. The blade server specified and proposed is for the blade server only and does not include the blade server chassis.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on pricing that Daly received from IBM.
5. With specific quantities identified, additional discounts may be available from IBM for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 31% or higher when set volume quantities are known.
6. Discounts proposed do not apply to IBM online promotional products.
7. The models proposed represent current models.
8. The system specification for the model proposed is attached.
9. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

**EXHIBIT C  
PC**

Intel or AMD Based

<i>Minimum Configurations</i>	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
<b>Desktop Offering</b>	<b>HP ProDesk 600 G1</b>	<b>1,208.00</b>	<b>20.00%</b>	<b>966.40</b>	<b>20.00%</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics)	<b>HP LV2011</b>	<b>185.00</b>	<b>14%</b>	<b>159.10</b>	<b>14%</b>	
4GB 1600MHZ Memory						
500GB 7200 rpm SATA						
CDRW/DVD+/-RW Combo Drive						
Microsoft Windows 7 Professional Compatible						
Two Front Facing USB Ports or greater						
19" LED Monitor (minimum)						
Two button USB optical mouse with scroll wheel						
USB Keyboard with 103 keys						
10/100/1000 RJ-45						
HP AMD Equivalent - Model HP Pro 6305 SFF	<b>HP PRO 6305 SFF</b>	<b>1,041.00</b>	<b>20.00%</b>	<b>832.80</b>	<b>20.00%</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>

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

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>All-In-One Offering</b>	<b>HP ProOne 600 G1</b>	<b>1,473.00</b>	<b>20.00%</b>	<b>1,178.40</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)					
4GB 1600MHZ Memory					
500GB 7200 rpm SATA					
DVD+/-RW Combo Drive					
Microsoft Windows 7 Professional Compatible					
20" Display					
Two button USB optical mouse with scroll wheel					
USB Keyboard with 103 keys					
10/100 RJ-45					

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

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>

**The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>**

**The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.**

**The Virginia HP government and education price list is located at [www.hp.com](http://www.hp.com).**

**Customers who use HP's web site to configure systems will receive prices that are based on the HP government and education price list.**

**Notes:**

1. Both Intel and AMD Desktop based systems are proposed. Only Intel based All-In-One is proposed.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from HP.
4. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20 to 40% or higher when set volume quantities are known.
5. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
6. The model proposed represents a current model and business class systems.
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.
10. Monitor proposed for the Desktop is a 20" monitor.

**Used/Refurbished Devices**

Intel or AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Desktop Offering</b>	HP DC7900 SFF	600.00	30.00%	420.00	<a href="http://www.daly.com">www.daly.com</a>
Intel Core 2 Duo 2.8GHz					
2GB Memory					
60GB Hard Drive					
DVD-ROM					
Microsoft Windows 7 Professional Compatible					
Two button USB optical mouse with scroll wheel					
USB Keyboard with 103 keys					
10/100 RJ-45					

\* Warranty proposed is standard three year Daly depot warranty.

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

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Laptop</b>	HP Elitebook 8440P	850.00	25.00%	637.50	<a href="http://www.daly.com">www.daly.com</a>
Intel i5 2.6GHz					
4GB Memory					
120GB Hard Drive					
DVD/RW Combo Drive					
Microsoft Windows 7 Professional Compatible					
14" Display					
Integrated Wireless					
10/100 RJ-45					

\* Warranty proposed is standard three year Daly depot warranty.

Warranty is three years for all laptop models and future models. Additional types of warranties may be offered on the accessories tab

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.

<b>Minimum Percentage Discount for Laptop Accessories (see note #2)</b>	<b>10.00%</b>
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**Laptop**

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
<b>Laptop Offering</b>	<b>HP ProBook 6470B</b>	<b>1,382.00</b>	<b>30.00%</b>	<b>967.40</b>	<b>30.00%</b>	<a href="http://h18000.www1.hp.com/showroom/pl.html">http://h18000.www1.hp.com/showroom/pl.html</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						
HP AMD Equivalent - Model HP ProBook 6475B	<b>HP ProBook 6475B</b>	<b>1,306.00</b>	<b>30.00%</b>	<b>914.20</b>	<b>30.00%</b>	<a href="http://h18000.www1.hp.com/showroom/pl.html">http://h18000.www1.hp.com/showroom/pl.html</a>

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>10.00%</b>
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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.

The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/pl.html>  
 The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.  
 The Virginia HP government and education price list is located at [www.hp.com](http://www.hp.com).  
 Customers who use HP's web site to configure systems will receive prices that are based on the HP government and education price list.

- Notes:**
- Daly is proposing both an Intel and AMD based laptop.
  - The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
  - The discounts proposed are based on special pricing that Daly received from HP.
  - With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
 At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
 Discounts may be higher upwards of 30 to 40% or higher when set volume quantities are known.
  - Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
  - The model proposed represents a good current model.  
 The model is not end of life and is a business class system (and not consumer type system).
  - The system specification for the model proposed is attached.
  - If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
 No price escalation will occur from Daly without VITA's approval.
  - For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Chromebook**

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Chromebook</b>	<b>HP Chromebook 11</b>	<b>449.00</b>	<b>16.00%</b>	<b>377.16</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Intel Celeron 847 1.1GHz					
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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.

<b>Minimum Percentage Discount for Chromebook Accessories (see note #2)</b>	<b>5.00%</b>
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The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>

The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.

**Notes:**

- The Chromebook proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from HP.
- With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known.
- Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Thin Client**

**Intel/ AMD Based**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discount ed Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Thin Client Offering</b>	<b>HP T610</b>	<b>668.95</b>	<b>18.00%</b>	<b>548.54</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Embedded					

Keyboard and mouse do not come standard with the thin client. The list price of \$668.95 includes the list price for the USB keyboard and mouse. The list price for the thin client is \$639 and the list price for the keyboard and mouse is \$29.95. As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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

**The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>**

**The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list**

**Notes:**

1. The Thin Client proposed above is based on the AMD processor.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from HP.
4. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known.
5. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>HP Slate 7 4600</b>	<b>220.00</b>	<b>8.00%</b>	<b>202.40</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

The HP Slate 7 4600 comes standard with 1 year warranty only. At this time, the HP Slate 7 warranty can only be upgraded to a maximum of 2 years.

A HP extended warranty is added for a total of 2 year warranty.

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<http://h18000.www1.hp.com/showroom/ipl.html>

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The Android tablet proposed above is based on an Arm A9 processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from HP.
4. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 8 or higher when set volume quantities are known.
5. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
6. The model proposed is a consumer model that is available through HP's distribution channel.
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>HP ElitePad 900</b>	<b>1,071.00</b>	<b>17.00%</b>	<b>888.93</b>	<a href="http://h18000.www1.hp.com/showroom/ipl.html">http://h18000.www1.hp.com/showroom/ipl.html</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>**

**The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.**

**The Virginia HP government and education price list is located at [www.hp.com](http://www.hp.com).**

**Customers who use HP's web site to configure systems will receive prices that are based on the HP government and education price list.**

**Notes:**

1. The Windows tablet proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from HP.
4. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20 or higher when set volume quantities are known.
5. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Servers

Intel/ AMD Based

### Minimum Configurations

<b>Tower Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel Xeon E3-1200v2 3.10GHz	<b>HP ML310e</b>	<b>1,334.00</b>	<b>26.00%</b>	<b>987.16</b>	<a href="http://h18000.www1.hp.com/showroom/jpl.html">http://h18000.www1.hp.com/showroom/jpl.html</a>
8GB Memory					
100 GB Hard Drive					
Onboard SATA					
DVD Writer					
No OS installed					
Gigabit Ethernet Adapter					
<b>Rack Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel Xeon E5-2407 2.2GHz	<b>HP DL360e</b>	<b>2,927.00</b>	<b>26.00%</b>	<b>2,165.98</b>	<a href="http://h18000.www1.hp.com/showroom/jpl.html">http://h18000.www1.hp.com/showroom/jpl.html</a>
8GB Memory					
Onboard SATA					
100 GB Hard Drive					
Gigabit Ethernet Adapter					
No OS installed					
<b>Blade Server Offering</b>	<b>Brand/Model</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Intel E5-2430 2.2GHz	<b>HP BL420c</b>	<b>3,014.00</b>	<b>26.00%</b>	<b>2,230.36</b>	<a href="http://h18000.www1.hp.com/showroom/jpl.html">http://h18000.www1.hp.com/showroom/jpl.html</a>
8GB Memory					
100 GB Hard Drive					
Gigabit Ethernet Adapter					
No OS installed					

Warranty is three years on-site for all server models and future models. Additional warranty and services may be offered on the Services & Warranty tab

AMD processors must be at least equivalent to listed Intel processors

<b>Minimum Percentage Discount for Server Accessories (see note #2)</b>	<b>10.00%</b>
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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 blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

**The HP US 1 price list is located at <http://h18000.www1.hp.com/showroom/ipl.html>**

**The HP US 1 price list is considered the list price. Daly's proposed discount is based off this publicly available price list.**

**The Virginia HP government and education price list is located at [www.hp.com](http://www.hp.com).**

**Customers who use HP's web site to configure systems will receive prices that are based on the HP government and education price list.**

**Notes:**

1. Servers proposed above are based on Intel processors.
2. The blade server specified and proposed is for the blade server only and does not include the blade server chassis.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from HP.
5. With specific quantities identified, additional discounts may be available from Daly and HP for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 30 to 40% or higher when set volume quantities are known.
6. Discounts proposed do not apply to HP online promotional products, i.e. Smart Buys.
7. The models proposed represent current models.
8. The system specification for the model proposed is attached.
9. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

**EXHIBIT C  
Thin Client**

**Intel/ AMD Based**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Thin Client Offering</b>	<b>LG CBT42-B</b>	<b>549.25</b>	<b>28.00%</b>	<b>395.46</b>	<a href="http://www.lg.com/us/commercial/desktop-virtualization">http://www.lg.com/us/commercial/desktop-virtualization</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Professional (No OS with LG thin client proposed)					

Keyboard and mouse do not come standard with the thin client. The list price of \$549.25 includes the list price for the USB keyboard and mouse. The list price for the thin client is \$520 and the list price for the keyboard and mouse is \$29.95.

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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

**Notes:**

1. The Thin Client proposed above is based on the Texas Instrument processor and not AMD or Intel Processor.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from LG.
4. With specific quantities identified, additional discounts may be available from Daly and LG for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 30% or higher when set volume quantities are known.
5. Discounts proposed do not apply to LG online promotional products.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. Per Amendment 3, the Windows 7 OS requirement was removed.
10. LG's Thin Client specifications meet or exceed the VITA required specifications.

**EXHIBIT C  
PC**

Intel or AMD Based

<i>Minimum Configurations</i>	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
<b>Desktop Offering</b>	<b>Lenovo ThinkCentre M73 SFF</b>	<b>1,093.00</b>	<b>38.00%</b>	<b>677.66</b>	<b>38.00%</b>	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics)	Lenovo ThinkVision LT2013V	149.99	12%	131.99	12%	
4GB 1600MHZ Memory						
500GB 7200 rpm SATA						
CDRW/DVD+/-RW Combo Drive						
Microsoft Windows 7 Professional Compatible						
Two Front Facing USB Ports or greater						
19" LED Monitor (minimum)						
Two button USB optical mouse with scroll wheel						
USB Keyboard with 103 keys						
10/100/1000 RJ-45						

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

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>All-in-One Offering</b>	<b>Lenovo ThinkCentre M73z</b>	<b>1,197.00</b>	<b>38.00%</b>	<b>742.14</b>	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)					
4GB 1600MHZ Memory					
500GB 7200 rpm SATA					
DVD+/-RW Combo Drive					
Microsoft Windows 7 Professional Compatible					
20" Display					
Two button USB optical mouse with scroll wheel					
USB Keyboard with 103 keys					
10/100 RJ-45					

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

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>

**Notes:**

1. Based systems are proposed based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.

3. The discounts proposed are based on special pricing that Daly received from Lenovo.
4. With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 38% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
6. The model proposed represents a current model and business class systems.
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Laptop**

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
<b>Laptop Offering</b>	<b>Lenovo ThinkPad L440</b>	<b>1,478.00</b>	<b>35.00%</b>	<b>960.70</b>	<b>35.00%</b>	<b>www.lenovo.com/listprice</b>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>15.00%</b>
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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.

**Notes:**

- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Lenovo.
- With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
 At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
 Discounts may be higher upwards of 35% or higher when set volume quantities are known.
- Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
- The model proposed represents a good current model.  
 The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
 No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Chromebook**

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Chromebook</b>	<b>Lenovo ThinkPad Chromebook (628323U)</b>	<b>730.00</b>	<b>35.00%</b>	<b>474.50</b>	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>
Intel Celeron 847 1.1GHz					
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					
Lenovo ThinkPad Chromebook comes standard with 1 year depot warranty. For 3 year depot warranty, a Lenovo extended warranty is added.	Upgrade to 3 year depot warranty - Part No. 04W9146	69	22	53.82	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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.

<b>Minimum Percentage Discount for Chromebook Accessories (see note #2)</b>	<b>15.00%</b>
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**Notes:**

- The Chromebook proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Lenovo.
- With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 35% or higher when set volume quantities are known.
- Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

**Thin Client**

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Thin Client Offering</b>	<b>Lenovo ThinkCentre M32</b>	<b>634.00</b>	<b>38.00%</b>	<b>393.08</b>	<a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Professional					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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

**Notes:**

1. The Thin Client proposed above is based on the Intel processor.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from Lenovo.
4. With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 38% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Rugged Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Laptop Offering</b>	<b>Lenovo ThinkPad L440</b>	<b>1,311.00</b>	<b>35.00%</b>	<b>852.15</b>	<b><a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a></b>
Mil-Std 810G Certified					
Intel Core i3-3110M Processor 2.4GHz or greater					
2GB RAM or greater					
320GB SATA hard drive or greater					
Super Multi DVD Drive					
Microsoft Windows 7 Professional Compatible					
802.11a/b/g/n integrated wireless					
13.1 inch screen or greater					
10/100/1000 RJ45					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook 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

<b>Minimum Percentage Discount for Rugged Laptop Accessories (see note #2)</b>	<b>15.00%</b>
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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.

**Notes:**

1. The laptop proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Lenovo.
4. With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 35% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>	<b>Lenovo ThinkPad Helix</b>	<b>2,784.00</b>	<b>35.00%</b>	<b>1,809.60</b>	<b>www.lenovo.com/listprice</b>
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					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook 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.

### Notes:

- The Rugged Tablet Windows proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Lenovo.
- With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 35% or higher when set volume quantities are known.
- Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- Lenovo Helix standard warranty is 3 year depot warranty.

<b>Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)</b>	<b>15.00%</b>
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## Rugged Tablet Android

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>				<b>0.00</b>	
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.

<b>Minimum Percentage Discount for Rugged Tablets Android Accessories (see note #2)</b>	
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## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Lenovo IdeaPad A3000</b>	<b>179.99</b>	<b>5.00%</b>	<b>170.99</b>	<a href="http://www.lenovo.com">www.lenovo.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

\* Please note that currently the IdeaPad only comes with 1 year depot warranty. As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook 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.

### Notes:

- The Android tablet proposed above is based on MediaTek's quad core processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Lenovo.
- With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be upwards of 5% higher when set volume quantities are known.
- Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
- The model proposed represents a good current model.
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>1.00%</b>
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## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Lenovo ThinkPad Tablet 2</b>	<b>1,089.00</b>	<b>35.00%</b>	<b>707.85</b>	<b><a href="http://www.lenovo.com/listprice">www.lenovo.com/listprice</a></b>
Intel or AMD Processor	<b>Mfg P/N: 3682CTO</b>				
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

Lenovo ThinkPad Tablet 2 comes standard with 1 year warranty.

For 3 year warranty, a Lenovo extended warranty is added.

Upgrade to 3 year onsite warranty - Part No. 04W8337

189

22

147.42

[www.lenovo.com/listprice](http://www.lenovo.com/listprice)

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>15.00%</b>
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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.

**Notes:**

1. The Windows tablet proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Lenovo.
4. With specific quantities identified, additional discounts may be available from Daly and Lenovo for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 35% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Lenovo online promotional products, i.e. Top Seller
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Thin Client**

**Intel/ AMD Based**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Thin Client Offering</b>	<b>nComputing L300</b>	<b>323.14</b>	<b>20.00%</b>	<b>258.51</b>	<a href="http://www.ncomputing.com">www.ncomputing.com</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Professional					

Additional 4G flash memory, keyboard and mouse do not come standard with the thin client.

The combined list price of the base thin client unit, flash memory, keyboard, and mouse is \$323.14.

The list price for the base thin client is \$279. The list price for the keyboard and mouse is \$29.95. The list price for the flash memory is \$14.19.

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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

**Notes:**

1. The Thin Client proposed above is a virtual desktop terminal with no processor. This type of thin client is prevalent in K-12 class room environment.
2. The nComputing thin client proposed does not have built in flash memory and hence a 4G flash memory is added to the base unit.  
The nComputing thin client also does not have standard memory built in. Memory is typically allocated from the server.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from nComputing.
4. With specific quantities identified, additional discounts may be available from Daly and nComputing for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.
5. Discounts proposed do not apply to nComputing online promotional products.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. Per Amendment 3, the Windows 7 OS requirement was removed.

**EXHIBIT C  
Laptop**

Intel/ AMD Based

	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
<i>Minimum Configurations</i>						
<b>Laptop Offering</b>	<b>Panasonic CF-53</b>	<b>1,849.00</b>	<b>13.00%</b>	<b>1,608.63</b>	<b>13.00%</b>	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

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

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>8.00%</b>
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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.

**Notes:**

- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
- The model proposed represents a good current model.
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Rugged Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Laptop Offering</b>	<b>Panasonic CF-31</b>	<b>3,566.00</b>	<b>13.13%</b>	<b>3,097.78</b>	<a href="http://www.panasonic.com/business/toughbook/latop-computers.asp">www.panasonic.com/business/toughbook/latop-computers.asp</a>
Mil-Std 810G Certified					
Intel Core i3-3110M Processor 2.4GHz or greater					
2GB RAM or greater					
320GB SATA hard drive or greater					
Super Multi DVD Drive					
Microsoft Windows 7 Professional Compatible					
802.11a/b/g/n integrated wireless					
13.1 inch screen or greater					
10/100/1000 RJ45					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Rugged laptop models and future models. Additional types of warranty 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, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

**Notes:**

- The Panasonic CF-31 is considered to be the fully rugged notebook by many in the law enforcement, EMS, and fire rescue community. The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known. For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
- The model proposed represents a good current model.
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Rugged Laptop Accessories (see note #2)</b>	<b>8.00%</b>
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## Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>	<b>Panasonic FZ-G1</b>	<b>2,399.00</b>	<b>12.00%</b>	<b>2,111.12</b>	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
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					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) 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.

### Notes:

- The rugged Windows tablet proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
- The model proposed represents a good current model.
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)</b>	<b>8.00%</b>
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## Rugged Tablet Android

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Rugged Tablet Offering</b>	<b>Panasonic FZ-A1</b>	<b>1,379.00</b>	<b>11.00%</b>	<b>1,227.31</b>	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
Mil-Std 810G Certified					
Texas Instruments or Marvell Processor, or Equivalent					
1GB RAM or greater					
16GB Storage					
Android 4.1 OS or higher					
802.11a/g/n integrated wireless					
7 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Rugged Tablet Android models and future models. Additional types of warranties may be offered on the Services & Warranty tab

<b>Minimum Percentage Discount for Rugged Tablets Android Accessories (see note #2)</b>	<b>8.00%</b>
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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.

**Notes:**

1. The rugged Android tablet proposed above is based on Marvell processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
4. The model proposed represents a good current model.
5. The system specification for the model proposed is attached.
6. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Panasonic FZ-A1</b>	<b>1,379.00</b>	<b>11.00%</b>	<b>1,227.31</b>	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Android Tablet 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.

**Notes:**

1. The Android tablet proposed above is based on Marvell processor and is dual core.  
The Android tablet proposed is a rugged tablet as Panasonic currently only has rugged Android tablets.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
4. The model proposed represents a good current model.
5. The system specification for the model proposed is attached.
6. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>8.00%</b>
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## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	Panasonic FZ-G1	2,399.00	12.00%	2,111.12	<a href="http://www.panasonic.com/business/toughbook/laptop-computers.asp">www.panasonic.com/business/toughbook/laptop-computers.asp</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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.

**Notes:**

1. The Windows tablet proposed above is based on Intel processor.  
The Windows tablet proposed is a rugged tablet as Panasonic currently only has rugged Windows tablets.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. With specific quantities identified, additional discounts may be available from Daly and Panasonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.  
For example, in the past 4 years, Daly has deployed thousands of Panasonic laptops throughout the Commonwealth (VA State Police, EMS, etc.) at significant steeper discounts.
4. The model proposed represents a good current model.
5. The system specification for the model proposed is attached.
6. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>8.00%</b>
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**EXHIBIT C  
Laptop**

**Intel/ AMD Based**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Teacher Discount from List (see note #2)</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Laptop Offering</b>	<b>Toshiba Tecra R940</b>	<b>1,457.00</b>	<b>8.00%</b>	<b>1,340.44</b>	<b>4.00%</b>	<a href="http://www.toshiba.com">www.toshiba.com</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

\* The standard warranty for the Tecra R940 is a 1 year warranty. Daly has added a Toshiba 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$1358) and the list price for the extended 2 year warranty (\$99).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>15.00%</b>
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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.

**Notes:**

- The standard warranty for the Tecra R940 is a 1 year warranty. Daly has added a Toshiba 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Toshiba.
- With specific quantities identified, additional discounts may be available from Daly and Toshiba for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Toshiba Excite Pro</b>	<b>698.99</b>	<b>8.00%</b>	<b>643.07</b>	<a href="http://www.toshiba.com">www.toshiba.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

\* The standard warranty for the Excite Pro is a 1 year warranty. Daly has added a Toshiba 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$499.99) and the list price for the extended 2 year warranty (\$199).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Android Tablet 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>15.00%</b>
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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.

**Notes:**

1. The standard warranty for the Excite Pro is a 1 year warranty. Daly has added a Toshiba 2 year extended service warranty to the base unit to make it a 3 year warranty. The additional warranty price is added into the total list price calculation.
2. The laptop proposed above is based on Intel processor.
3. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
4. The discounts proposed are based on special pricing that Daly received from Toshiba.
5. With specific quantities identified, additional discounts may be available from Daly and Toshiba for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 20% or higher when set volume quantities are known.
6. The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Laptop**

Intel/ AMD Based

<i>Minimum Configurations</i>	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
<b>Laptop Offering</b>	<b>Samsung Series 6 600B4C</b>	<b>1,524.99</b>	<b>24.00%</b>	<b>1,158.99</b>	<b>24.00%</b>	<a href="http://www.samsung.com">www.samsung.com</a>
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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>

<b>Minimum Percentage Discount for Laptop Accessories (see note #3)</b>	<b>5.00%</b>
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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.

**Notes:**

- The laptop proposed above is based on Intel processor.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
- The discounts proposed are based on special pricing that Daly received from Samsung.
- With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 22% or higher when set volume quantities are known.
- The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
- For individual teacher purchases, the teachers will be responsible for taxes and other charges (i.e. shipping) that may apply to the purchase.

**Chromebook**

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Chromebook</b>	<b>Samsung Chromebook Series 3</b>	<b>378.99</b>	<b>1.00%</b>	<b>375.20</b>	<a href="http://www.samsung.com">www.samsung.com</a>
Intel Celeron 847 1.1GHz					
4GB RAM or greater					
16GB Hard Drive or greater					
Chrome OS Operating System					
802.11a/b/g/n integrated wireless					
HD Webcam (1280x720)					
11.6 inch screen or greater					

\* The standard warranty for the Samsung Chromebook is a 1 year warranty. Daly has added a Samsung 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$249.99) and the list price for the extended 2 year warranty (\$129).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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.

<b>Minimum Percentage Discount for Chromebook Accessories (see note #2)</b>	<b>5.00%</b>
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**Notes:**

- Please note that at this time, Samsung does not have a Chromebook that meets specifications and is also available in the distribution channel. The Samsung Chromebook Series 3 proposed only has 2G memory and it uses the Samsung processor and not the Intel nor AMD processor. The Samsung Chromebook Series 5 will meet specifications but it is not available in the distribution channel hence Daly cannot propose this. Daly is proposing Samsung's Chromebook Series 3 for consideration as Samsung is one of the world's largest mobile device manufacturers and Samsung should have a Chromebook meeting specifications within the next 6 months and available in the distribution channel.**
- The standard warranty for the Samsung Chromebook is a 1 year warranty. Daly has added an additional Acer 2 year extended service warranty to the base unit to make it a 3 year warranty.
- The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract. At this time the Chromebook discount structure is still relatively low. With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth. At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher when set volume quantities are known.
- The model proposed represents a good current model. The model is not end of life and is a business class system (and not consumer type system).
- The system specification for the model proposed is attached.
- If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA. No price escalation will occur from Daly without VITA's approval.

## Thin Client

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
<b>Thin Client Offering</b>	<b>Samsung TB-WH</b>	<b>650.00</b>	<b>35.00%</b>	<b>422.50</b>	<a href="http://www.samsung.com">www.samsung.com</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Professional (No OS with LG thin client proposed)					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

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

**Notes:**

1. The laptop proposed above is based on AMD processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Samsung.
4. With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 35% or higher when set volume quantities are known.
5. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
6. The system specification for the model proposed is attached.
7. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Samsung Galaxy Tab 3</b>	<b>459.98</b>	<b>17.00%</b>	<b>381.78</b>	<a href="http://www.samsung.com">www.samsung.com</a>
Dual Core Processor					
1GB RAM or greater					
16GB Storage or greater					
Android 4.0 OS or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
7 inch screen or greater					

\* The standard warranty for the Samsung Galaxy Tab 3 is a 1 year warranty. Daly has added a Samsung 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$379.99) and the list price for the extended 2 year warranty (\$79.99).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop 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

<b>Minimum Percentage Discount for Android Tablet Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The laptop proposed above is based on dual core processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Samsung.
4. With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 15% or higher when set volume quantities are known.
5. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
6. The system specification for the model proposed is attached.
7. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	<b>Samsung ATIV Smart PC Pro 700T</b>	<b>2,108.99</b>	<b>22.00%</b>	<b>1,645.01</b>	<a href="http://www.samsung.com">www.samsung.com</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

\* The standard warranty for the Samsung ATIV is a 1 year warranty. Daly has added a Samsung 2 year extended service warranty to the base unit to make it a 3 year warranty. The list price represent the list price for the base unit (\$1929.99) and the list price for the extended 2 year warranty (\$179).

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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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.

**Notes:**

1. The laptop proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Samsung.
4. With specific quantities identified, additional discounts may be available from Daly and Samsung for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 22% or higher when set volume quantities are known.
5. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
6. The system specification for the model proposed is attached.
7. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.

**EXHIBIT C  
Thin Client**

**Intel/ AMD Based**

<i>Minimum Configurations</i>	<b>Brand/Model #</b>	<b>LIST</b>	<b>Percentage Discount (see note #1 below)</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
<b>Thin Client Offering</b>	<b>Viewsonic SC-T45</b>	<b>438.95</b>	<b>18.00%</b>	<b>359.94</b>	<a href="http://www.viewsonic.com">www.viewsonic.com</a>
2 USB's					
Firefox or IE Browser					
10/100/100 Base-T					
1GB Flash Storage					
1GB Memory					
USB Keyboard and Mouse					
Energy Star Qualified					
Windows 7 Embedded					

Keyboard and mouse do not come standard with the thin client. The list price of \$438.95 includes the list price for the USB keyboard and mouse. The list price for the thin client is \$409 and the list price for the keyboard and mouse is \$29.95.

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab.

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

**Notes:**

1. The Thin Client proposed above is based on the Intel processor.
2. The discount proposed is considered minimum discounts and will remain in effect for the life of the contract.
3. The discount proposed is based on special pricing that Daly received from Viewsonic.
4. With specific quantities identified, additional discounts may be available from Daly and Viewsonic for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown.  
Discounts may be higher upwards of 20% or higher when set volume quantities are known.
5. Discounts proposed do not apply to Viewsonic online promotional products.
6. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
7. The system specification for the model proposed is attached.
8. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.  
No price escalation will occur from Daly without VITA's approval.
9. Per Amendment 3, the Windows 7 OS requirement was removed.
10. Viewsonic's Thin Client specifications meet or exceed the VITA required specifications.

## Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<b>Tablet Offering</b>	Motion F5te	2,735.00	10.00%	2,461.50	<a href="http://www.motioncomputing.com">www.motioncomputing.com</a>
Intel or AMD Processor					
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

As specified in Amendment #2, Warranty is three years Next Business Day Service (NBDS) for all Window Tablet 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.

**Notes:**

1. The laptop proposed above is based on Intel processor.
2. The discounts proposed are considered minimum discounts and will remain in effect for the life of the contract.
3. The discounts proposed are based on special pricing that Daly received from Motion.
4. With specific quantities identified, additional discounts may be available from Daly and Motion for the Commonwealth.  
At this time it is difficult to offer more discounts with a potential contract life span of 5 years and a specified quantity unknown. Discounts may be higher upwards of 10% or higher when set volume quantities are known.
5. The model proposed represents a good current model.  
The model is not end of life and is a business class system (and not consumer type system).
6. The system specification for the model proposed is attached.
7. If price escalation occurs from the manufacturer, Daly will request similar escalation from VITA.

<b>Minimum Percentage Discount for Windows Tablets Accessories (see note #2)</b>	<b>5.00%</b>
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## Peripherals

Flash Drives	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
8 GB	DT101G2/8GBZ	10.00	25.00%	7.50	<a href="http://www.kingston.com">www.kingston.com</a>
16 GB	DTIG3/16GBZ	17.00	25.00%	12.75	<a href="http://www.kingston.com">www.kingston.com</a>
32 GB	DTIG3/32GBZ	34.00	25.00%	25.50	<a href="http://www.kingston.com">www.kingston.com</a>

Monitors (wide aspect)	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
17" LCD (17" wide aspect LCD no longer available)	NO BID				
19" LCD	997-7188-00	104.00	10.00%	93.60	<a href="http://www.planar.com">www.planar.com</a>

Power Strip	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
6 Outlet 6ft cord 790 Joule	TLP606	14.40	25.00%	10.80	<a href="http://www.tripplite.com">www.tripplite.com</a>
8 Outlet 8ft cord 2500 Joule	CSHT808TC	29.95	25.00%	22.46	<a href="http://www.cyberpowersystems.com">www.cyberpowersystems.com</a>

Mouse	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Optical Scroll Mouse- USB	2MOUSEU2L	9.50	25.00%	7.13	<a href="http://www.keytronic.com">www.keytronic.com</a>

Keyboard	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Standard Keyboard- USB	6JH-00001	19.95	25.00%	14.96	<a href="http://www.microsoft.com">www.microsoft.com</a>

Wireless Keyboard/Mouse Combo	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wireless keyboard and mouse USB interface	5SH-00001	39.95	25.00%	29.96	<a href="http://www.microsoft.com">www.microsoft.com</a>

Cables	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
10 ft CAT5e	A3L791-10	8.99	30.00%	6.29	<a href="http://www.belkin.com">www.belkin.com</a>
7 ft CAT5e	CAT5-350-7GRY	4.29	30.00%	3.00	<a href="http://www.comprehensivecable.com">www.comprehensivecable.com</a>
3 ft CAT6	10302	10.99	30.00%	7.69	<a href="http://www.c2g.com">www.c2g.com</a>
7' CAT6	27132	11.99	30.00%	8.39	<a href="http://www.c2g.com">www.c2g.com</a>
HDMI to HDMI M/M 6ft	HDMIACMM6	15.99	30.00%	11.19	<a href="http://www.startech.com">www.startech.com</a>

External Hard Drive	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
1 TB USB 3.0 (portable)	HD-PCF1.0U3BB	99.99	10.00%	89.99	<a href="http://www.buffalotech.com">www.buffalotech.com</a>
500 GB USB 3.0 (portable)	WDBBLW5000AAL NESN	89.99	5.00%	85.49	<a href="http://www.westerndigital.com">www.westerndigital.com</a>
2 TB USB 3.0 (external desktop)	STBV2000100	119.89	10.00%	107.90	<a href="http://www.seagate.com">www.seagate.com</a>
4 TB USB 3.0 (external desktop)	STCA4000100	249.99	10.00%	224.99	<a href="http://www.seagate.com">www.seagate.com</a>

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	CYBERTRACK Q1	24.99	10.00%	22.49	<a href="http://www.adesso.com">www.adesso.com</a>

Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution	<b>960-000715</b>	59.99	10.00%	53.99	<a href="http://www.logitech.com">www.logitech.com</a>
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<b>USB Hubs</b>	<b>Model #</b>	<b>List</b>	<b>Discount %</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
USB 2.0 7 port hub, power supply included	<b>UH7200BLK</b>	14.99	20.00%	11.99	<a href="http://www.pcgearhead.com">www.pcgearhead.com</a>
Mini hub 4 port hi speed USB, no power supply needed	<b>F5U215VMOB</b>	24.99	20.00%	19.99	<a href="http://www.belkin.com">www.belkin.com</a>

<b>Speakers</b>	<b>Model #</b>	<b>List</b>	<b>Discount %</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included,	<b>CA-2014RB</b>	21.99	20.00%	17.59	<a href="http://www.cyberacoustics.com">www.cyberacoustics.com</a>
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	<b>980-000354</b>	69.99	20.00%	55.99	<a href="http://www.logitech.com">www.logitech.com</a>

<b>Label Printer</b>	<b>Model #</b>	<b>List</b>	<b>Discount %</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included	<b>GX43-102710-000</b>	1,099.00	15.00%	934.15	<a href="http://www.zebra.com">www.zebra.com</a>

<b>I. Battery Back Up Unit</b>	<b>Model #</b>	<b>List</b>	<b>Discount %</b>	<b>Discounted Price</b>	<b>Public Site to Verify Model #/List Price</b>
UPS external, 550 VA power capacity, 3 min battery run time	<b>BE550G</b>	69.99	5.00%	66.49	<a href="http://www.apc.com">www.apc.com</a>
UPS external, 1440 VA power capacity, 7 min battery run time	<b>CP1500AVRLCD</b>	219.95	5.00%	208.95	<a href="http://www.cyberpowersystems.com">www.cyberpowersystems.com</a>
UPS 750 VA power capacity, 16 min battery run time	<b>SMART1200XLHG</b>	1,144.00	5.00%	1,086.80	<a href="http://www.tripplite.com">www.tripplite.com</a>

\*\*\*\*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

Note:

Daly did not quote the 17" Widescreen Display. Widescreen technology on a 17" display has been discontinued and is no longer considered an industry standard.

**MINIMUM  
PERCENTAGE  
DISCOUNT FROM**

<b>MANUFACTURER</b>	<b>LIST</b>
3Com	8.00%
3m	8.00%
Adaptec	8.00%
Adran	5.00%
Advanced Micro	8.00%
Aleratec	5.00%
Allied Telesis	8.00%
Antec	5.00%
AOC	8.00%
Arbor Networks	5.00%
ATI Technologies	5.00%
Audio Technica	5.00%
Avery Dennison	5.00%
Avocent	5.00%
Axis	5.00%
Barracuba	8.00%
Belkin	8.00%
Benq	8.00%
Black Box	5.00%
Blue Coat Systems	5.00%
Bluecat	5.00%
Bosch	5.00%
Bretford	8.00%
Brooktrout Technolofy	5.00%
Brother	6.00%
Buffalo Technologies	8.00%
Buslink	5.00%
Cables to Go	8.00%
Cables Unlimited	8.00%
Canon	6.00%
Case Logic	5.00%
Casio	5.00%
Cherry	5.00%
Chief Manufacturing	8.00%
Cisco	8.00%
Coby	5.00%
Comprehensive Cable	5.00%
Creative Labs	5.00%
Creative Technology	8.00%
CRU	5.00%
Crucial	8.00%
CTX	8.00%
Cyber Acoustics	5.00%
Dane Electric	5.00%
DataLogic	5.00%
Dell	5.00%
Digi International	6.00%
Digital Personna	5.00%
D-Link	8.00%
Doublesight	5.00%
Draper	5.00%

**MINIMUM  
PERCENTAGE  
DISCOUNT FROM**

<b>MANUFACTURER</b>	<b>LIST</b>
Draper	5.00%
Drobo	5.00%
Dymo	5.00%
DYMO	5.00%
Eaton Crop	6.00%
Edge Memory	5.00%
Eizo Nanao	5.00%
Elite Screens	5.00%
Elmo USA	5.00%
ELO	5.00%
EMC	6.00%
Emulex	5.00%
Epson	8.00%
Ergotron	8.00%
Eroguys	5.00%
Eversync	8.00%
Extron	6.00%
F5 Networks	5.00%
Fargo	5.00%
Fellowes	8.00%
Fluke Networks	5.00%
Fortinet	8.00%
Fourwinds	8.00%
Fuji	8.00%
Fujitsu	6.00%
Gamber Johnson	5.00%
Hawking Technology	6.00%
Hitachi	5.00%
Honeywell	5.00%
I/O Magic	5.00%
Imation	6.00%
Incase	5.00%
Infocus	6.00%
Intel	5.00%
Intermec	5.00%
Inwin	5.00%
logear	6.00%
logear	6.00%
lomega	6.00%
lomega	8.00%
IRIS	5.00%
Ironkey	5.00%
Jaton	8.00%
JCX	8.00%
Juniper	8.00%
Kanguru	5.00%
Kensington	8.00%
Keytronic	5.00%
Kingston	8.00%
Kodak	6.00%
Koss	5.00%

**MINIMUM  
PERCENTAGE  
DISCOUNT FROM**

<b>MANUFACTURER</b>	<b>LIST</b>
Labtec	8.00%
LaCie	8.00%
Lantronix	5.00%
Lexar	8.00%
Lexmark	6.00%
LG	5.00%
Liebert	5.00%
Lite-on	5.00%
Logicube	5.00%
Logitech	8.00%
Matrox	6.00%
Maxell	5.00%
Maxtor	6.00%
Maxwell	8.00%
Memorex	8.00%
Microsoft	5.00%
Microtek	5.00%
Midland	5.00%
Mitsubishi	8.00%
Mobileedge	8.00%
Monster	5.00%
Motion	5.00%
Motorola	5.00%
MSI Computer	5.00%
Multitech	6.00%
NCR	5.00%
NEC	6.00%
Netgear	5.00%
Nikon	6.00%
Nvidia	5.00%
OKI	5.00%
Olympus	8.00%
Optoma Technology	5.00%
Overland Storage	5.00%
Peerless Industries	8.00%
Pelican	5.00%
Philips	5.00%
Pioneer	5.00%
Planar	8.00%
Plantronics	5.00%
Plustek	5.00%
PNY Technologies	6.00%
Powerdsine	5.00%
Premier Mounts	5.00%
Proxima	6.00%
Qlogic	5.00%
Q-see	5.00%
Quantum Corp	5.00%
Raritan	6.00%
Rocstor	5.00%
Rosewill	6.00%

**MINIMUM  
PERCENTAGE  
DISCOUNT FROM**

<b>MANUFACTURER</b>	<b>LIST</b>
RSA	6.00%
Samsung	5.00%
Sandisk	7.00%
Sanyo	5.00%
Schneider Electric	8.00%
Seagate	8.00%
Seiko	5.00%
Sharp	8.00%
SIIG	5.00%
SMK Link	5.00%
Solidtek	5.00%
Sony	8.00%
Startech	8.00%
Supermicro	5.00%
Targus	8.00%
Toshiba	5.00%
Transcend Information	5.00%
TrendMicro	6.00%
Tripp Lite	5.00%
Uniden	5.00%
US Robotics	5.00%
V7	5.00%
Verbatim	5.00%
Viewsonic	5.00%
Visiontek	5.00%
Vivitek	5.00%
Vtech	5.00%
Wacom	5.00%
WASP	5.00%
Watchguard	5.00%
Western Digital	5.00%
Xerox	5.00%
Zagg	5.00%
Zebra	5.00%

## Services and Warranty

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

Services	Description	Rate
PC / Notebook Imaging	Duplicate customer approved master image(s) onto desktop PC, notebooks, and tablets at Daly's production facility. Image(s) can be archived as directed. Volume bulk rate available.	\$40 per system
PC / Notebook Imaging at Customer Site	Duplicate customer approved master image(s) onto desktop PC, notebooks, and tablets at customer site. Does not include travel expenses. Image(s) can be archived as directed. May need to be procured along with onsite PC/notebook installation services. Volume bulk rate available.	\$70 per system
PC / Notebook Image Design and Creation	Daly's engineer to work with customer to design and create a Windows based system master hard drive image.	\$99 per hour
Basic Server Configuration	Provide basic server configuration to include installation of customer's network operating system, setting up drive volumes, teaming network interface cards, and setting up other parameters at Daly's production facility. Volume bulk rate available.	\$80 per system
Basic Server Configuration at Customer Site	Provide basic server configuration to include installation of customer's network operating system, setting up drive volumes, teaming network interface cards, and setting up other parameters at customer site. Minimum 1-hour include travel. Volume bulk rate available.	\$120 per hour
Asset Tag	Apply bar code asset tag onto a desktop PC, notebook, tablet, or server and record information in electronic format at Daly's production facility. Volume bulk rate available.	\$6 per system
Onsite Asset Inventory	Conduct onsite asset inventory. Information collected will include equipment model, serial number, location, condition, and other required pertinent information. Price is dependent on volume and project complexity.	TBD
PC / Notebook COTS Software Installation Service	Installation of customer COTS software onto desktop PC, notebooks, and tablets at Daly's production facility. Volume bulk rate available.	\$50 per system
PC / Notebook COTS Software Installation Service at Customer Site	Installation of customer COTS software onto desktop PC, notebooks, and tablets at customer site. Minimum 1-hour including travel. Volume bulk rate available.	\$90 per hour
Basic PC / Notebook Installation	Onsite installation of desktop PC, notebooks, and tablets. Consists of installing the base system along with all attached peripheral equipment and accessories ordered. Remove all excess boxes / waste. Minimum 5 systems installation required. Travel expense not included. Volume bulk rate available.	\$55 per system

Advance PC / Notebook Installation	Onsite installation of desktop PC, notebooks, and tablets. Consists of installing the base system along with all attached peripheral equipment and accessories ordered. Connect customer's existing peripheral equipment and the network domain. Remove all excess boxes / waste. Minimum 5 systems installation required. Travel expense not included. Volume bulk rate available.	\$80 per system
PC / Notebook Data Movement	Move data from customer's old system to new system. Include setting up Windows personal profiles and preferences. Minimum 1-hour including travel. Volume bulk rate available.	\$70 per hour
Onsite Server Installation	Onsite Windows based server installation. Include racking the servers into the server rack, configuration of operating system, set up the server on the network. Minimum 1-hour including travel. Project base bulk rate available.	\$130 per hour
Design Services	Computer design and engineering services. Minimum 1-hour including travel. Project base bulk rate available.	\$130 per hour
Consulting Services	Consulting services to include best business practices on network design, storage, security, and data center related topics. Minimum 1-hour including travel. Project base bulk rate available.	\$135 per hour
Training Services	Various types of training services are available for end users and system administrators on the use of the computers, peripherals, commercial off-the-shelf software and related services. Training programs can be customized to suit the customer's requirements and specifications.	TBD
End of Life Disposal Services	Disposal of outdated and obsolete equipment. Price will depend on the equipment and the complexity of the project.	TBD
Extended/Enhanced Warranties	Daly Computers can provide a wide array of extended warranties or enhanced warranties to meet the customer's needs. Examples: off hour warranty coverage, post warranty coverage, P-1 mission critical response, equipment sparing, accidental damages, complete asset maintenance coverage, etc. Pricing is available on a case-by-case basis.	TBD
Large Format Computing Display Solutions Systems Architect	Daly Computers can architect a total computing / large format display solutions for information kiosks solution systems and video wall solutions. Minimum 1-hour including travel. Volume bulk rate available.	\$155 per hour
Large Format Computing Display Solutions Installation Services	Daly Computers can install large format computing display solutions for information kiosks solution systems and video wall solutions. Minimum 1-hour including travel. Volume bulk rate available.	\$125 per hour
Imaging Architect	Daly Computers can consult and design solutions that take advantage of Microsoft Server technologies to assist customers in imaging and or automatically configure tablets and mobile devices that are a unique challenge because of the elimination of Ethernet or USB connections.	\$155 per hour

Windows Client Migration Services	With the expiration of Microsoft XP support many customers must upgrade to Windows 7 and beyond. Daly can evaluate legacy equipment for upgradability, and design and project manage a plan to upgrade your client population.	\$155 per hour
Windows Client Migration Technician	Daly Technicians can provide onsite client system evaluations, hardware upgrade and Microsoft Operating System upgrade and data migration services	\$95 per hour

## 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 of 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:

Ryan Yu

Printed Name:

RYAN YU

Organization:

Daly Computers

Date:

3/11/2014

**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
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			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 <b>Section 2B herein</b>		√
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](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
  - Chrome
  - Rugged Laptop
  - Thin Client
  - Windows Tablet
  - Android Tablet
  - Rugged Windows Tablet
  
- HP
  - PC/All-In-One
  - Laptop
  - Chrome
  - Thin Client
  - Windows Tablet
  - Android Tablet
  - Servers
  
- Panasonic
  - Laptop
  - Rugged Laptop
  - Windows Tablet
  - Android Tablet
  - Rugged Tablet Android
  - Rugged Tablet Windows

- Samsung
  - Laptop
  - Chrome
  - Thin Client
  - Windows Tablet
  - Android Tablet
  
- Fujitsu
  - Laptop
  - Windows Tablet
  - Rugged Tablet Windows
  
- Toshiba
  - Laptop
  - Android Tablet
  
- Acer
  - Laptop
  - Chrome
  - Windows Tablet
  - Android Tablet
  
- Asus
  - Windows Tablet
  - Android Tablet
  
- LG
  - Thin Client
  
- Viewsonic

- Thin Client
  
- Ncomputing
  - Thin Client
  
- Refurbished HP
  - PC/Laptop
  
- IBM
  - Servers
  
- Motion
  - Windows Tablet
  
- Peripherals