



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HARDWARE AND MAINTENANCE CONTRACTS

Date: February 4, 2016

Contract #: VA-140331-LEN

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

Contractor: Lenova (United States) Inc.
1009 Think Place
Morrisville, NC 27560

FIN: 52-2449153

Contact Person: Bruce Alan McGowan, Inside Acct. Mgr., State & Local Government
Phone: (919) 294-2618
Email: bmcgowan@lenovo.com

Kori Christensen, Education Inside Acct Rep
Phone: (919) 804-6838
Email: kchristensen@lenovo.com

Term: March 31, 2016 – March 30, 2017

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Greg Searce
Strategic Sourcing Specialist
Phone: 804-416-6166
E-Mail: 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

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

TDD VOICE -TEL. NO.
711

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

February 04, 2016

Bruce Alan McGowan
Lenovo (United States) Inc
1009 Think Place
Morrisville North Carolina 27560

Mr. McGowan,

Per Section 3.A. ("Term and Termination") of contract VA-140331-LEN, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from March 31, 2016 through March 30, 2017. Should you have any questions, please feel free to contact me.

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

**MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-140331-LEN
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
LENOVO (United States) Inc.**

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

The purpose of this Modification is to amend the Contract by amending the specific provisions in the clause as set forth below:

1. The definition of "Authorized Users" in Section 2 Subsection C on Contract Page 4 is hereby amended by adding the following to the end of the Section.
"Authorized Users also include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>

2. "Product Acceptance" in Section 4 Subsection E on Contract Page 8 is hereby amended by modifying the fourth sentence as follows:
"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, or 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, in accordance with such private institution's then-currently established per diem amounts applicable to Supplier's pre-approved travel expenses."

3. "Dispute Resolution" in Section 17 Subsection E on Contract Page 23 is hereby amended by modifying the last paragraph of the Section as follows:
"In the event of any breach an Authorized User, 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-LEN 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.

LENOVO (UNITED STATES) INC.

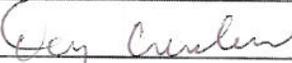
BY: 

NAME: Robin S Hauerstett

TITLE: Insides Sales Mgr

DATE: 7/30/14

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Day Owenshaw

TITLE: Lottery Sourcing Mgr

DATE: 8/11/14



Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

LENOVO (United States) Inc.

**HARDWARE AND MAINTENANCE CONTRACT
TABLE OF CONTENTS**

1. PURPOSE	4
2. DEFINITIONS	4
A. Acceptance	4
B. Agent	4
C. Authorized Users	4
D. Confidential Information	4
E. Maintenance Level	4
F. Maintenance Coverage Period (MCP)	4
G. Maintenance Services (or Maintenance)	4
H. Operating Condition	4
I. Party	4
J. Product	4
K. Receipt (of Product)	5
L. Requirements	5
M. Response Time	5
N. Service	5
O. Software Publisher	5
P. Supplier	5
Q. System Software	5
3. TERM AND TERMINATION	5
A. Contract Term	5
B. Termination for Convenience	5
C. Termination for Breach or Default	5
D. Termination for Non-Appropriation of Funds	6
E. Effect of Termination	6
F. Transition of Services	6
G. Contract Kick-Off Meeting	6
H. Contract Closeout	7
4. DELIVERY, INSTALLATION AND ACCEPTANCE	7
A. Delivery Procedure	7
B. Late Delivery	7
C. Product Trade-in and Upgrade	7
D. Product Installation	8
E. Product Acceptance	8
F. Cure Period	8
5. PRODUCT SUPPORT AND ADDITIONAL SERVICES	8
A. Authorized User or Third Party Support	8
B. Engineering Changes and Product Modification	9
C. Training	9
D. Parts and Maintenance Support	9
E. Inventory Record	10
F. Product Service Record	10
G. Additional Services	10
6. WARRANTY AND REMEDY	10
A. Supplier	10
B. Ownership	10
C. Supplier Viability	11
D. Compatibility	11
E. Product	11
7. MAINTENANCE SERVICES	11
A. Ordering	12

B. Renewal	12
C. Services	12
8. SCOPE OF USE	14
9. SOFTWARE LICENSE	14
A. License Grant	14
B. Limitations on Copying and Disclosure	14
C. Business Continuity and Recovery	14
D. Authorized User Compliance	14
10. ORDERS AND COMPENSATION	15
A. Supplier Quote and Request for Quote	15
B. Orders	15
C. Purchase Price and Price Protection	16
D. Supplier-Sponsored Product Promotions	16
E. Invoice Procedure	16
F. Purchase Payment Terms	17
G. Universal Service Fund	17
11. REPORTING	18
12. STEERING COMMITTEE	18
13. COMPETITIVE PRICING	18
A. Treatment and Protection	18
B. Exclusions	19
C. Return or Destruction	19
14. INDEMNIFICATION AND LIABILITY	19
D. Limitations of Liability	20
15. SECURITY COMPLIANCE	20
16. BANKRUPTCY	21
17. GENERAL PROVISIONS	21
A. Relationship Between VITA and Authorized User and Supplier	21
B. Incorporated Contractual Provisions	22
C. Compliance with the Federal Lobbying Act.	22
D. Governing Law	22
E. Dispute Resolution	22
F. Advertising and Use of Proprietary Marks	23
G. Notices	23
H. No Waiver	23
I. Assignment	23
J. Captions	23
K. Severability	23
L. Survival	24
M. Force Majeure	24
N. Remedies	24
O. Right to Audit	24
P. Offers of Employment	24
Q. Contract Administration	24
R. Entire Contract	24

HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Lenovo (United States) Inc. ("Supplier"), a Delaware corporation with its principal place of business located at 1009 Think Place, Morrisville, North Carolina, 27615, 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

F. Maintenance Coverage Period (MCP)

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

G. Maintenance Services (or Maintenance)

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

H. Operating Condition

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

I. Party

Supplier, VITA, or any Authorized User.

J. Product

Hardware, peripherals, and any other equipment, including firmware, 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 separately priced Product-related work performed or service provided, including certain warranty 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 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.

C. Termination for Breach or Default

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

event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

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

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

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

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

F. Transition of Services

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

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set

forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

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

4. DELIVERY, INSTALLATION AND ACCEPTANCE

A. Delivery Procedure

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

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

In the event the Supplier fails for any reason to deliver within thirty (30) days of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may cancel the 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. 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 cancellation. 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 the agreed upon pricing within the parameters defined under a mutually agreed upon Services Statement of Work (SOW). Installation may 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 applicable order. If within twenty-one (21) days of written notice, should Supplier fail to cure the non-conformity or deliver Product which meets the Requirements, such Authorized User may: reject the non-conforming Product and recover amounts previously paid; or (ii) request the Supplier replace the non-conforming Product. Product Discontinuation

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

5. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third Party Support

1. Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level.

In addition, Supplier agrees to provide during the warranty and maintenance period, spare parts and components at the then current price, including those solely sourced by Supplier, to enable any Authorized User or its designated Lenovo Authorized 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 within thirty (30) days after issuance of the engineering change order by the Product manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User shall have the option to waive/pre-approve all other engineering changes planned by Supplier on the Product delivered or planned for delivery to the Authorized User.

C. Training

The Product purchase price includes 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 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 Supplier branded hardware Product or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Supplier branded hardware Product provided hereunder. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Supplier branded hardware 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 Supplier-branded hardware Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Supplier branded hardware Product available or to be available from Supplier within the same family of Products so that data files created for each Supplier branded hardware Product can be utilized without adaptation of the other Supplier branded hardware Products, and so that programs written for the Supplier branded hardware Product shall operate on the next generation of Supplier branded hardware 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 Supplier branded hardware Product:

- i). The Supplier branded hardware Product shall be free of defects in material and workmanship as described in Attachment B, Supplier Limited Warranty;
- ii). Upon delivery, the Supplier branded hardware Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;
- iii). No engineering change made to the Supplier branded hardware Product shall degrade the performance of the Supplier branded hardware Product to a level below that defined in the applicable Request for Proposal, and in the Supplier branded hardware Product manufacturer's published specifications;
- iv). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
- v). At the time of shipment, the Supplier branded 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 Supplier branded System Software, nor shall Supplier disable any Authorized User's use of such System Supplier branded Software through remote access or otherwise. If the Supplier branded 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.

7. MAINTENANCE SERVICES

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

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

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

A. Ordering

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

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

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

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

B. Renewal

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

C. Services

Maintenance Services shall be as follows:

1. Product Covered

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

2. Preventive Maintenance

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

3. Remedial Maintenance

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

4. Replacement Parts

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

5. Spares

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

6. Notification and Correction of Defects

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

7. Advanced Replacement Services

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

8. On-site Maintenance Services

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

9. System Software Maintenance

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

a) New Releases

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

b) Coverage

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

c) Response and Restore Times

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

d) Software Evolution

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

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

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

10. Escalation Procedures

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 may shall (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System

Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

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

8. SCOPE OF USE

9. SOFTWARE LICENSE

(Lenovo Comment to VITA: Outside the Operating System contained within the system and Lenovo's "no charge" ThinkVantage Tools, Lenovo is not proposing Software within this response.)

A. License Grant

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

B. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product to which the Commonwealth or such Authorized User has taken title.

C. Business Continuity and Recovery

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

D. Authorized User Compliance

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

10. ORDERS AND COMPENSATION

A. Supplier Quote and Request for Quote

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

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

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

B. Orders

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

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

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

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

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is

placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

C. Purchase Price and Price Protection

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

D. Supplier-Sponsored Product Promotions

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

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

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

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

E. Invoice Procedure

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Products or Services have been accepted. No invoice shall include any costs other than those identified and accepted in the executed order, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the

extent such charges are identified in Exhibit C, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

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

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

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

F. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges for Product or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such 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 resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance.

G. Universal Service Fund

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

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

11. REPORTING

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

- Report of Sales; and
- Small Business Subcontracting Report

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

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

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

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

12. STEERING COMMITTEE

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

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

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

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

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

13. COMPETITIVE PRICING

Supplier represents that the charges, economic and product terms and warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic and product terms and warranty offered to any present similarly situated commercial or government customer of Supplier for similar quantities, products, services and configurations. 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 the prices in Contract shall be amended for those products as of the date VITA notifies Supplier to incorporate those more favorable prices 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.

14. INDEMNIFICATION AND LIABILITY

Indemnification

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

In the event that a Claim is commenced against any of Commonwealth’s Indemnified Parties alleging that use of the Product or any Product component or that the provision of Services under

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

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

D. Limitations of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS; (B) LOSS OF OR DAMAGES TO DATA; OR (C) ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED; WHETHER THE LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT OR OTHERWISE AND REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding any language to the contrary in this Contract or any order issued hereunder, the maximum cumulative liability of Supplier to Commonwealth, VITA, and all Authorized Users for all actions arising out of or related to this Contract and all orders issued hereunder for each twelve (12) month period during the term of this Contract shall not exceed the amount paid by the Commonwealth, VITA, and all Authorized User for Equipment during such period.

15. 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 and to the extent applicable to Supplier's performance under this Contract. 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 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.

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.

16. 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.

17. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

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

B. Incorporated Contractual Provisions

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

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

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

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

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

C. Compliance with the Federal Lobbying Act.

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

D. Governing Law

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

E. Dispute Resolution

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

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

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

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

F. Advertising and Use of Proprietary Marks

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

G. Notices

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

To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.

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.

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 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
- Exhibit B N/A
- Exhibit C Prices, Fees, Service Charges and Payment Schedule
- Exhibit D Warranty Service Information

-
- Exhibit E N/A
- Exhibit F Certification Regarding Lobbying
- Exhibit G Statement of Work (SOW)
- Exhibit H Awarded Manufacturers/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 D, Exhibit G 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.

Lenovo (United States) Inc.

VITA

By: Jacquie H. Johnson

By: SAMUEL A. NIXON, JR

(Signature)

(Signature)

Name: Jacquie H. Johnson _____

Name: _____

(Print)

(Print)

Title: Account Executive

Title: CHIEF INFORMATION OFFICER

Date: March 12, 2014

Date: 03-18-2014

Address for Notice:

Address for Notice:

Lenovo (United States) Inc.

11751 Meadowville Lane

1009 Think Place

Chester VA 23836

Morrisville, North Carolina 27560

Attention: Executive Director, Public Sector

Attention: Contract Administrator

Appendix E

Suppliers are to indicate their capability of fulfilling each specific requirement below. Each Supplier's responses will be reviewed and compared across Suppliers within each service type in order to determine the best solution for the Commonwealth. Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Solution by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed. The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

Appendix E

Requirement

Y/N/F

Description

General

You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.

Y

Lenovo will accept orders placed by authorized users through the eVA procurement website pursuant to Hardware and Maintenance Contract, Section 10B.

Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.

Y

Lenovo embraces a philosophy of continuous education of its sales and service personnel. Employees receive one to two hour weekly training sessions to keep abreast of industry trends. On an annual basis, employees receive more intensive week-long training.

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.

Y

Lenovo performs this responsibility for a number of its customers, including the State of North Carolina. Lenovo creates a variety of marketing collateral items, including e flyers and web link resources, and we have technology days at key events elected by the State. We attend a variety of education customer and government conferences where we discuss the contract and what it offers and we carry information on Lenovo's custom website for VITA. Lenovo is very willing engage with VITA on any co-marketing strategies that you believe will be of value to your organization and participants.

<p>Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.</p>	<p>Y</p>	<p>Lenovo Returns Policy For Direct orders placed in the United States and Canada, VITA may return standard product to Lenovo for any reason within 21 days of the date of invoice and obtain a refund or credit. This applies only to new, standard products that are unopened and still in their sealed package. Lenovo does not provide refunds or credits for portions of a packaged offering provided at a single price or for preloaded Programs installed by Lenovo. You may return the complete package for a refund or credit. To qualify for this credit or refund (as applicable), you must contact your Lenovo Customer Support Representative to obtain a return-authorization form. You must return the new Product, including all documentation and accessories, intact and in its unopened original packaging, to a Lenovo designated location by the date Lenovo specifies. A copy of the invoice, the return-authorization form, and the shipping label must accompany the return. Shipping and handling charges generally will not be refunded or credited. Products returned without a Lenovo return-authorization form or returned after the date specified by Lenovo, may be subject to a restocking fee equal to 15% of the price paid. You agree to pay the restocking fee as Lenovo specifies. This Returns policy does not apply to Lenovo Product(s) that you acquire for which Lenovo creates a unique machine type model (MTM) or part number not generally</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>Yes, please see attachment embedded here for a recent list.</p>
<p>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.</p>	<p>Y</p>	<p>Lenovo participates in eRepublic Events across the US (20-30 on average annually). We also participate in NASCIO Conferences and local and state run events across the United States. Lenovo promotes State Specific Contracts along with the Western States Conference Alliance (WSCA) Contract at all of these events and within collateral/web portals we have for specific states. i.e. www.lenovo.com/ohio (State Specific) www.lenovo.com/mass (State specific event), www.lenovo.com/wsc (Promoting WSCA States).</p>
<p>Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots. (http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm)</p>	<p>Y</p>	<p>Lenovo has an existing website which interfaces with eVA which also functions as a punch-out catalog.</p>

Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain

Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at:

<http://www.vita.virginia.gov/library/default.aspx?id=537>

Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>

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.

F

Lenovo does not currently have real time availability displayed on the web catalog, however it is under research and consideration for future implementation. VITA may contact its Lenovo account team at any time with questions on availability, and we will also keep VITA abreast of any non-standard timeframes via weekly calls and quarterly meetings.

Y

No additional information required.

Y

No additional information required.

Y

Lenovo will adhere to Energy Star compliance when Energy Star version 6.1 specifications are released by the joint effort between U.S. Environmental Protection Agency and the U.S. Department of Energy (DOE). The current timeline for this update and implementation is in the late 2014 early 2015 timeframe.

Appendix E

Requirement

Y/N/F

Reports

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

Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.

Y

Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.

Y

Description

Lenovo's Order Visibility Portal (OVP) has dramatically improved customer satisfaction by making it easier for customers to do business with Lenovo.

The key features offered by this tool are:

- One portal for all customers with a uniform Lenovo experience and interface
- Single sign-on from Lenovo sales portals
- Support for multiple languages
- Detailed order information, kept in sync with SAP
- Clear order status visibility with estimated ship and delivery dates
- In-transit shipment tracking with a hyperlink to carrier sites
- Powerful reporting facilities with both canned and custom reports

Delighting our customers is always our top concern, and the Order Visibility Portal is an important step on our path to becoming the PC industry's market leader.

Order Visibility Portal Reports

- Purchase Report – Shows invoices by line item for date range specified. Can use additional filters as noted above.

Yes. The Baseboard Management Controller for the proposed ThinkServer products is an example of a service log that can be viewed by Authorized Users. A baseboard management controller (BMC) is a specialized service processor that monitors the physical state of a computer, network server or other hardware device using sensors and communicating with the system administrator through an independent connection. The BMC is part of the Intelligent Platform Management Interface (IPMI) and is usually contained in the motherboard or main circuit board of the device to be monitored.

The sensors of a BMC measure internal physical variables such as temperature, humidity, power-supply voltage, fan speeds, communications parameters and operating system (OS) functions. If any of these variables happens to stray outside specified limits, the administrator is notified. That person can then take corrective action by remote control. The monitored device can be power cycled or rebooted as necessary. In this way, a single administrator can remotely manage numerous servers and other devices simultaneously, saving on the overall operating cost of the network and helping to ensure its reliability.

Order Visibility Portal (OVP) also provides the following reports:

- Order Status Report – gives overall view of all orders placed. Can limit by various fields to make as little or as much data as desired. Can also add several additional filters as desired (order condition, part number, order number etc.).

- Backlog Report – Shows current open orders for date range specified. Can use additional filters as noted above.

- Asset Tracking Report – Shows asset serial numbers and other relevant information. Can use additional filters as noted above.



Appendix E

Requirement

Services & Sales

Y/N/F

Description

Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.

Y

Lenovo's proposed solution includes systems with on-site and depot service. For those entitled to on-site, technicians will be launched when a determination is made that the issue cannot be resolved remotely or through the shipment of self service components (CRUs). Determination must be made by 3:00 pm to meet the cut-off time for shipment of available service parts. Once parts are ordered our goal is to have the technician and parts arrive by the end of the next business day.

VITA Hardware Contact Center Support

Lenovo provides technical support through the VITA Contact Center support organization which offers both telephone and Internet technical support to Lenovo VITAs worldwide. Over 1,700 technical specialists provide support for Lenovo hardware. The VITA Contact Center can assist VITA with hardware problem isolation to determine if warranty service or parts exchange is required. The VITA Contact Center can order replacement parts and assist in dispatching repair technicians to your locations. Our VITA Contact Centers are available in North America 24 hours a day, seven days a week, excluding Holidays*.

The latest telephony technology integrated with call routing and call management applications helps to provide shorter wait times for VITAs and provides VITA call history information to support specialists with each call. Advanced technological links allow these call centers to share information and solutions worldwide. This standardization gives Lenovo the ability to change the routing of VITA Contact Center calls transparently to the VITA; minimizing hold times, increasing VITA satisfaction and providing coverage during emergency situations or natural disasters.

The most current list of Lenovo support phone numbers can be found at the following website:
www.lenovo.com/support/phone. Lenovo does not provide software support.

Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details. 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.

Y

N/A

Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.

Y

Lenovo's service levels for warranty service are objectives and not a guarantee of repair times. Any commitments will be agreed at contract Award.

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.

Y

Does your proposed solution include a VITA 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.

Y

Lenovo can provide resources for qualified technicians, engineers, system architects, and project managers to plan and provide a variety of services on servers proposed under the Server Category.

They can include the following typical supported scopes:

1. Hardware server configuration to the customer's exact specifications. The configurations include the design and installation of specific number of core processors, memory, network ports, redundant power supplies, and other fail over technologies.
2. Software configurations include server operating systems such as Windows Server 2003, 2008, 2010, and 2012. Configuration services also include VMware vSphere 5 and earlier versions, Microsoft Hyper-v Server 2008 and earlier versions, as well as Linux operating systems. The configurations can set up the servers as physical hosts or virtual machines.
3. Server configuration and installation services also include the design, setting up, and integration of server virtual machines in the customer's SAN infrastructure.
4. Engineers and system architects can also integrate the physical and virtual servers into the customer's complete network, storage, security, and enterprise infrastructure.
5. Certified engineers to provide with design, architecting, configuration, and installations of Microsoft Active Directory and Exchange servers. The services include the integration of the servers into the customer's existing network environment. Typically, the integration process includes data migration from The Lenovo specialist will meet with VITA on a quarterly basis (or as frequently as needed) to provide and discuss the Lenovo VITA transition documents. These monthly documents contain detailed product roadmaps, including planned transitions six months into the future with product trends nine to twelve months out. The documents include product compatibility information, new product highlights, preloads and alliances information. Reviewing this document will make VITA aware of product changes and give you the ability to select the model that best meets your requirements. In addition, at Lenovo's support website, http://support.lenovo.com/en_US/, VITA can sign up through the profiling process to receive information for your system and environment through proactive e-mail. This is an outstanding communications vehicle that allows Lenovo to provide you with new device driver information and technical hints for your specific environment.

Does your proposed solution include your firm's ability to deliver large quantities of equipment to multiple locations? Please describe your firm's process and experience including delivery time and scheduling procedures.

Y

Lenovo's Direct offering is designed to handle the high volume and complex fulfillment requirements of our largest customers. Our global manufacturing network offers optimized sourcing based on region, country and product set. For US fulfillment Lenovo ships most of its desktops from our Mexico plant in Monterrey and most of its notebooks from our LIPC facility in Shenzhen China. Lenovo also leverages its US Fulfillment Center in Whitsett North Carolina to better serve our domestic customers.

Asset Recovery & Disposal Services (For pricing, See Exhibit C)

Lenovo ARS and ARS purchased on Lenovo equipment at point of asset purchase.

Lenovo asset recovery services are available with flexibility to meet your environmental and financial objectives.

For a fixed price per asset Lenovo offers:

- Pack and Pickup equipment at customer location (shipping/logistics billed at actual)
 - Processing services to receive, test, and prepare equipment for resale
 - Recycling services to ensure proper disposal for obsolete equipment
 - Data destruction services to not just format, but to overwrite or destroy data for security
 - Value recovery services to return value for re-marketable assets
 - Service delivery management services to provide a single point of contact and reporting
 - Certificates of proper data destruction and environmental processing
- Point of Sale Asset Recovery Service

An alternative to the Standard ARS program, Point of Sale ARS, may be purchased at the same time the new system is purchased. The ARS Point of Sale program allows for the payment in advance of the Asset Recovery Service fees (processing and transportation) at the time of the system purchase and gives the user the rights to exercise the ARS for this system at any point up to 5 years from the time of purchase for this system. The customer is also provided

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)
If your proposed solution has included multiple manufacturers, please explain how your organization will service each manufacturer that would be represented in a contract.

Yes, Sold separately

N/A

Lenovo uses industry standard components throughout all product lines. Lenovo's managed deployment and installation services can support not only Lenovo hardware, but setup and configuration in the solution of other OEMs equipment to the customer specifications.

Configuration, and installation services include the following components:

1. System design and consultation.
 2. Master image build, testing and validation.
 3. Replication of master image onto the required systems.
 4. Complete system configuration and testing.
 5. Bar code asset tag of the systems. Asset tags may be customized or using customer's asset tags.
 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.
 7. Stage and warehouse servers and related equipment for scheduled deliveries and installation services.
 8. Onsite server related data transfer and or migration services.
 9. 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.
 10. Provide complete physical and virtual sever design and installation services.
 11. Installation services may include a wide range of servers, network equipment, other data center related equipment, peripherals and accessories.
 12. Disposal and recycling of old equipment while capturing the asset information.
 13. Proper disposal and if required shredding/punching/pinning of system hard
- Lenovo's Order Visibility Portal (OVP) provides users with order status and carrier tracking numbers. Please see "Reports" Tab, #6, for sample.

Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain.
Does your proposed solution include the ability for the end user to track their shipment once it has left your warehouse? If so, please describe and provide screen shots.

Y

Yes

Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc.

See response

With Manufacturing Facilities and Fulfillment Centers located in vital market centers around the world, Lenovo can optimize the cost and serviceability of our manufacturing and distribution network to better serve our customers, by directly shipping from our plant of manufacture to customer locations worldwide. Lenovo has the capability of holding inventory at the manufacturing plants and in the various Fulfillment Centers globally if necessary. A majority of our orders are manufactured and shipped to the customer within 10 business days from the time of order receipt.

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.

Yes, Sold Separately

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.

N/A

Does your firm offer any other goods or services that would be a value to the Commonwealth? If so, please explain.

Yes

[Keep Your Drive Program \(For pricing, See exhibit C\)](#)

Lenovo's Keep Your Disk Drive program provides customers the option to retain their hard disk drive on their desktop or mobile system in the event of repair, replacement, or disposal of their system. Customers typically will return their complete system, inclusive of their hard disk drive, during any request for repair, replacement, or disposal of their old system. For repairs not affecting their hard disk drive, the customer's hard disk drive stays with the system but may be out of the customer's possession during the time the system is at the repair depot or business partner location (in the case of depot warranty coverage). For repairs affecting the hard disk drive, the replacement of the hard disk drive would be covered under warranty coverage but the old hard disk drive would be provided by the customer when the new hard disk drive is provided. If the customer opts to retain their hard disk drive, the customer would be charged for their retention of that component after repair or replacement. For those customers that prioritize retaining possession of their hard disk drive this offering allows them to do so. With this offering the customer is able to purchase their hard disk drive to retain it under any circumstances thus assuring that the drive and the data it contains is in the customer's possession despite repairs, replacements, or disposals. Lenovo follows three methods for the processing of defective HDDs that include data removal and destruction.

Lenovo has attached a Services Overview which documents many of the services described in this section as well as other services that Lenovo can provide through its managed Services delivery organization. Please see Appendix A- Lenovo Services Overview.

**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)
Desktop Offering	ThinkCentre M73 SFF / 10B4CT01WW	1,093.00	38.00%	678.00	http://www.lenovo.com/shop/deals/8228
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics)	Core i5-4670 3.4GHz 6M Cache				
4GB 1600MHZ Memory	4GBx1_PC3-12800				
500GB 7200 rpm SATA	500GB_7200RPM				
CDRW/DVD+/-RW Combo Drive	DVD Recordable				
Microsoft Windows 7 Professional Compatible	Windows 8 Pro Downgrade to Win 7 Pro				
	Front: Two USB 2.0, microphone (stereo, 3.5mm), headphone (stereo, 3.5mm) Rear: Two USB 3.0, two USB 2.0, serial (9-pin), optional 2nd serial (9-pin), optional parallel (9-pin), keyboard (PS/2), mouse (PS/2), ethernet (RJ-45), VGA DB-15, DisplayPort				
Two Front Facing USB Ports or greater					
19" LED Monitor (minimum)	60ABAAR1US	\$149.99	12%	\$131.99	
Two button USB optical mouse with scroll wheel	Enhanced Optical USB Mouse				
USB Keyboard with 103 keys	Preferred Pro USB Keyboard				
10/100/1000 RJ-45	Gigabit ethernet port, Realtek RTL8111GN, Wake on LAN				

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

3 year Onsite

TOTAL BUNDLE PRICE

\$809.99

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
All-In-One Offering	ThinkCentre M73z / 10BBCT01WW	1,197.00	38.00%	742.00	www.lenovo.com/list/price
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)	Core i3-4130 3.4GHz 3M Cache				
4GB 1600MHZ Memory	4GBx1_PC3-12800				
500GB 7200 rpm SATA	500GB_7200RPM				
DVD+/-RW Combo Drive	Slim DVD Recordable				
Microsoft Windows 7 Professional Compatible	Windows 8 Pro Downgrade to Win 7 Pro				
20" Display	20.0" (508mm) HD+ (1600x900) TFT color, LED backlight,				
Two button USB optical mouse with scroll wheel	Enhanced Optical USB Mouse				
USB Keyboard with 103 keys	Preferred Pro USB Keyboard				

10/100 RJ-45

One gigabit ethernet port, Intel I217-V

Warranty is three years on-site NBD for all All-in-One models and future models. Additional types of warranties may be offered on the accessories tab 3 year Onsite

AMD processors must be at least equivalent to listed Intel processors

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

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.

<http://www.vita.virginia.gov/scm/default.aspx?id=87>

Public Site to Verify Model #/List Price

www.lenovo.com/listprice

Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Laptop Offering	ThinkPad L440 / 20ASCTO1WW	1,478.00	36.00%	946.00
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)	Intel® Core™ i5-4200M Processor (3M Cache, up to 3.10 GHz)			
4GB RAM or greater	4GB PC3-12800 DDR3L (1 DIMM)			
500GB 7200 RPM SATA hard drive or greater	500GB HDD 7200rpm			
CDRW/DVD+/-RW Combo Drive or better	DVD Recordable, Fixed w/SWR			
Microsoft Windows 7 Professional Compatible	Windows 7 Professional 64			
802.11a/b/g/n integrated wireless	Intel 7260 BT ABGN			
Energy Star qualified	ENERGY STAR® 5.0 qualified			
14.1 inch screen or greater	14.0" (355mm) HD (1366x768) color, anti-glare, LED backlight,			

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

3 Year On-site

AMD processors must be at least equivalent to listed Intel processors

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

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.

<http://www.vita.virginia.gov/scm/default.aspx?id=87>

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

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

Teacher Discount from List (see note #2)	Public Site to Verify Model #/List Price
http://www.lenovo.com	www.lenovo.com/listprice

Chromebook

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)
Chromebook	ThinkPad Chromebook / 628323U	730.00	36.00%
Intel Celeron 847 1.1GHz	Intel Celeron 1007U on MB		
4GB RAM or greater	4 GB PC3-12800 DDR3 (1 DIMM)		
16GB Hard Drive or greater	16GB Micro SSD SATA3 Win7 ES		
Chrome OS Operating System	Google Chrome OS 64		
802.11a/b/g/n integrated wireless	ThinkPad a/b/g/n BT for Chrome		
HD Webcam (1280x720)	HD Camera 720p		
11.6 inch screen or greater	11.6" (295mm) HD (1366x768) TFT color, anti-glare, LED backlight		

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

1 year Depot base warranty

04W9146 upgrade to 3 year Depot

\$69

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.

Brand/Model #	LIST	Percentage Discount (see note #1 below)
x131e Windows	ThinkPad X131e / 3371CTO	899.00
Intel Celeron 847 1.1GHz	AMD E1-1200	

Minimum Percentage Discount for Chromebook Accessories (see note #2)	20% Lenovo Brand Options

4GB RAM or greater	4 GB PC3-12800 DDR3 (1 DIMM)
16GB Hard Drive or greater	N/A
Chrome OS Operating System	Windows 7 Professional 64
802.11a/b/g/n integrated wireless	ThinkPad a/b/g/n BT for Chrome
HD Webcam (1280x720)	HD Camera 720p
11.6 inch screen or greater	11.6" (295mm) HD (1366x768) TFT color, anti-glare, LED backlight

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

1 year Depot base warranty

04W9148 upgrade to 3 year Onsite

\$89

AMD processors must be at least equivalent to listed Intel processors

Discounted Price	Public Site to Verify Model #/List Price
467.00	pending addition to www.lenovo.com/listprice

\$53.82

Discounted Price	Public Site to Verify Model #/List Price
575.00	www.lenovo.com/listprice

\$69.42

Thin Client

Intel/ AMD Based

Minimum Configurations	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Thin Client Offering	ThinkCentre M32 / 10BMCTO1WW	634.00	41.00%	374.00
2 USB's	Front: Four USB 2.0, microphone (3.5mm), headphone (3.5mm) Rear: Two USB 2.0, ethernet (RJ-45), two PS/2 ports (keyboard and mouse), one parallel, four serial ports (Customizable Pin definition for serial port 2, 3, and 4), one VGA, one DisplayPort			
Firefox or IE Browser	IE with Flash plug-in			
10/100/100 Base-T	One gigabit ethernet port, Realtek RTL8111F, Wake on LAN®			
1GB Flash Storage	8GB Flash Storage			
1GB Memory	2GBx1_PC3-12800			
USB Keyboard and Mouse	Enhanced Optical USB Mouse/Preferred Pro USB Keyboard			
Energy Star Qualified	ENERGY STAR® 5.2-compliant			
Windows 7 Professional	Genuine Windows® Embedded Standard 7			

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

3 year Onsite

AMD processors must be at least equivalent to listed Intel processors

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

Public Site to Verify Model #/List Price

pending attition to

www.lenovo.com/listprice

Rugged Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Rugged Laptop Offering	ThinkPad L440 / 20ASCTO1WW	1,311.00	36.00%	839.00
Mil-Std 810G Certified	Mil-Std 810G Certified			
Intel Core i3-3110M Processor 2.4GHz or greater	Intel® Core™ i3-4000M Processor (3M Cache, 2.40 GHz)			
2GB RAM or greater	2GB PC3-12800 DDR3L (1 DIMM)			
320GB SATA hard drive or greater	500GB HDD 5400rpm			
Super Multi DVD Drive	DVD Recordable, Fixed w/SWR			
Microsoft Windows 7 Professional Compatible	Windows 7 Professional 64			
802.11a/b/g/n integrated wireless	Intel 7260 BT ABGN			
13.1 inch screen or greater	14.0" (355mm) HD (1366x768) color, anti-glare, LED backlight,			
10/100/1000 RJ45	Intel Ethernet Connection I217-V			

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

3 Year On-site

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

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

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

Public Site to Verify Model #/List Price

www.lenovo.com/listprice

Rugged Tablet Windows

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)
Rugged Tablet Offering	ThinkPad Helix / 3701CTO	2,784.00	36.00%
Mil-Std 810G Certified	Mil-Std 810G Certified		
Intel or AMD Processor	Intel® Atom™ Processor Z2760 (2 cores, 1.80GHz, 1MB cache)		
4GB RAM or greater	4 GB PC3-10600		
128GB Storage	128GB Micro SSD		
Microsoft Windows 7 Professional or higher	Windows 8 Professional		
802.11a/g/n integrated wireless	Intel Centrino® Advanced-N 6205S		
10.1 inch screen or greater	11.6" (295mm) FHD (1920x1080) TFT color		

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

3 year Depot
 PN 41C9176 to upgrade to 3 year Onsite

\$79

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

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

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

Discounted Price	Public Site to Verify Model #/List Price
1,782.00	www.lenovo.com/listprice

\$61.62

Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Tablet Offering	IdeaPad A3000- PN 59366253	179.99	5.00%	170.99
Dual Core Processor	MediaTek 8125 1.2GHz quad core processor			
1GB RAM or greater	1GB LP-DDR2			
16GB Storage or greater	17GB Flash eMMC 800 MHz			
Android 4.0 OS or higher	Android™ 4.2 Jelly Bean			
802.11b/g/n integrated wireless	WiFi (WLAN 802.11b/g/n)			
SD Card Memory Expansion slot	Micro-SD card slot			
Front and rear camera	0.3MP front-facing, 5MP rear-facing			
7 inch screen or greater	7.0" LCD IPS Multi-touch 1024 x 600			

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

1 year Depot

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

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

Minimum Percentage Discount for Android Tablet Accessories (see note #2)	n/a
---	-----

Public Site to Verify Model #/List Price
n/a

Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)
Tablet Offering	ThinkPad Tablet 2 / 3682CTO	1,089.00	36.00%
Intel or AMD Processor	Intel® Atom™ Processor Z2760 (2 cores, 1.80GHz, 1MB cache)		
1GB RAM or greater	2GB / 800MHz LPDDR2, mobile DDR		
16GB Storage or greater	32GB fl ash memory on board		
Windows 7 Professional or higher	Windows 8 Pro 32-bit		
802.11b/g/n integrated wireless	ThinkPad 11a/b/g/n		
SD Card Memory Expansion slot	One microSD Card slot, supports up to 32GB		
Front and rear camera	Front camera: 2.0-megapixel, fi xed focus Rear camera: 8.0-megapixel, auto focus, fl ash LED		
8 inch screen or greater	10.1" (256.5mm) HD (1366x768) TFT color,		

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

1 year depot

PN 04W8337 Upgrade to 3 year Onsite

\$189

Minimum Percentage Discount for Windows Tablets Accessories (see note #2)	20% Lenovo Brand Options
--	---------------------------------

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

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

Discounted Price	Public Site to Verify Model #/List Price
697.00	www.lenovo.com/listprice

\$147.42

Peripherals

Flash Drives	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
8 GB				0.00	
16 GB				0.00	
32 GB				0.00	

Monitors (<i>wide aspect</i>)	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
17" LCD	2580AF1 (18.5" wide)	109.99	12.00%	96.79	
19" LCD	60ABAAR1US	149.99	12.00%	131.99	
				0.00	

Power Strip	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
6 Outlet 6ft cord 790 Joule				0.00	
8 Outlet 8ft cord 2500 Joule				0.00	
				0.00	

Mouse	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Optical Scroll Mouse- USB	06P4069	15.00	20.00%	12.00	

Keyboard	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Standard Keyboard- USB	73P5220	29.00	20.00%	23.20	

Wireless Keyboard/Mouse Combo	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wireless keyboard and mouse USB interface	0A34032	49.99	20.00%	39.99	

Cables	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
10 ft CAT5e				0.00	
7 ft CAT5e				0.00	
3 ft CAT6				0.00	
7' CAT6				0.00	
HDMI to HDMI M/M 6ft	0B47070	12.99	20.00%	10.39	

External Hard Drive	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
1 TB USB 3.0 (portable)	0A65621	219.99	20.00%	175.99	
500 GB USB 3.0 (portable)	0A65619	169.99	20.00%	135.99	
2 TB USB 3.0 (external desktop)				0.00	
4 TB USB 3.0 (external desktop)				0.00	

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				0.00	
Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution				0.00	

USB Hubs	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
USB 2.0 7 port hub, power supply included				0.00	
Mini hub 4 port hi speed USB, no power supply needed				0.00	

Speakers	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included,	57Y6360	29.99	20.00%	23.99	
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				0.00	

Label Printer	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included				0.00	

I. Battery Back Up Unit	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
UPS external, 550 VA power capacity, 3 min battery run time				0.00	
UPS external, 1440 VA power capacity, 7 min battery run time				0.00	
UPS 750 VA power capacity, 16 min battery run time				0.00	

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

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

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

MANUFACTURER	Description	List Price
For All Systems		
0A34032	Lenovo Ultralim Plus Wireless Keyboard & Mouse	\$49.99
41U3074	Lenovo Laser Mouse (Full Size)	\$29.99
73P5220	Lenovo Preferred Pro USB Keyboard	\$29
06P4069	Lenovo Optical Wheel Mouse (Full Size)	\$15
L440		
40A00090US	ThinkPad Basic Dock - 90W	\$199.99
4X40E48910	ThinkPad 14" Fitted Reversible Sleeve	\$19.99
Chromebook/ x131e		
0A33942	Lenovo USB 2.0 Port Replicator	\$89.99
0B47408	ThinkPad 11 Fitted Reversible Sleeve	\$19.99
43R9113	ThinkPad Basic Case	\$29.00
Helix		
51J0476	ThinkPad 12W Sleeve	\$19.99
Tablet 2		
0B47109	ThinkPad Tablet 2 Dock	\$99.99
0B47270	ThinkPad Tablet 2 Bluetooth Keyboard with Stand	\$119.99
0A33902	ThinkPad Tablet 2 Sleeve	\$39.99
0C64028	Griffin Survivor Case for ThinkPad Tablet 2	\$79.99

MINIMUM PERCENTAGE DISCOUNT FROM LIST	Discount Price
--	-----------------------

20.00%	\$39.99
20.00%	\$23.99
20.00%	\$23.20
20.00%	\$12.00

20.00%	\$159.99
20.00%	\$15.99

20.00%	\$71.99
20.00%	\$15.99
20.00%	\$23.20

20.00%	\$15.99
--------	---------

20.00%	\$79.99
20.00%	\$95.99
20.00%	\$31.99
20.00%	\$63.99

Services and Warranty

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

Service or Warranty Description	Part number
ThinkCentre M73- 3 year KYD	5PS0D81209
ThinkCentre M73z- 3 year KYD	5PS0D80987
ThinkCentre M32- 3 year KYD	5PS0D81209
Thinkpad L440 - 3 year KYD	5PS0A23278
ThinkPad x131e - 3 year Onsite + KYD	45K5988
ThinkPad Tablet 2- 3 year Onsite + KYD	0C08405
ThinkPad Helix- 3 year Onsite + KYD	43R8832

Rate

\$11.70

\$11.70

\$11.70

\$11.70

\$131.82

\$163.02

\$69.42

Lenovo Limited Warranty

L505-0010-02 08/2011

This Lenovo Limited Warranty consists of the following parts:

Part 1 – General Terms

Part 2 – Country-specific Terms

Part 3 – Warranty Service Information

The terms of **Part 2** replace or modify terms of **Part 1** as specified for a particular country.

Part 1 – General Terms

This Lenovo Limited Warranty applies only to Lenovo hardware products you purchased for your own use and not for resale.

This Lenovo Limited Warranty is available in other languages at www.lenovo.com/warranty.

What this Warranty Covers

Lenovo warrants that each Lenovo hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase as shown on your sales receipt or invoice or as may be otherwise specified by Lenovo. The warranty period and type of warranty service that apply to your product are as specified in "**Part 3 - Warranty Service Information**" below. This warranty only applies to products in the country or region of purchase.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT AND FOR SUCH DURATION AS REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, you may obtain warranty service by contacting Lenovo or a Lenovo approved Service Provider. A list of approved Service Providers and their telephone numbers is available at: www.lenovo.com/support/phone.

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider's normal service area. Contact a local Service Provider for information specific to your location.

Customer Responsibilities for Warranty Service

Before warranty service is provided, you must take the following steps:

- follow the service request procedures specified by the Service Provider
- backup or secure all programs and data contained in the product
- provide the Service Provider with all system keys or passwords
- provide the Service Provider with sufficient, free, and safe access to your facilities to perform service
- remove all data, including confidential information, proprietary information and personal information, from the product or, if you are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law. The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a product returned or accessed for warranty service
- remove all features, parts, options, alterations, and attachments not covered by the warranty
- ensure that the product or part is free of any legal restrictions that prevent its replacement
- if you are not the owner of a product or part, obtain authorization from the owner for the Service Provider to provide warranty service

What Your Service Provider Will Do to Correct Problems

When you contact a Service Provider, you must follow the specified problem determination and resolution procedures.

The Service Provider will attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. The Service Provider may direct you to download and install designated software updates.

Some problems may be resolved with a replacement part that you install yourself called a "Customer Replaceable Unit" or "CRU." If so, the Service Provider will ship the CRU to you for you to install.

If your problem cannot be resolved over the telephone; through the application of software updates or the installation of a CRU, the Service Provider will arrange for service under the type of warranty service designated for the product under "**Part 3 - Warranty Service Information**" below.

If the Service Provider determines that it is unable to repair your product, the Service Provider will replace it with one that is at least functionally equivalent.

If the Service Provider determines that it is unable to either repair or replace your product, your sole remedy under this Limited Warranty is to return the product to your place of purchase or to Lenovo for a refund of your purchase price.

Replacement Products and Parts

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The

replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

Use of Personal Contact Information

If you obtain service under this warranty, you authorize Lenovo to store, use and process information about your warranty service and your contact information, including name, phone numbers, address, and e-mail address. Lenovo may use this information to perform service under this warranty. We may contact you to inquire about your satisfaction with our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, you authorize Lenovo to transfer your information to any country where we do business and to provide it to entities acting on our behalf. We may also disclose it where required by law. Lenovo's privacy policy is available at www.lenovo.com/.

What this Warranty Does not Cover

This warranty does not cover the following:

- uninterrupted or error-free operation of a product
- loss of, or damage to, your data by a product
- any software programs, whether provided with the product or installed subsequently
- failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials
- damage caused by a non-authorized service provider
- failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation
- products or parts with an altered identification label or from which the identification label has been removed

Limitation of Liability

Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation.

Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.

AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Your Other Rights

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS ACCORDING TO THE APPLICABLE LAWS OF YOUR STATE OR JURISDICTION. YOU MAY ALSO HAVE OTHER RIGHTS UNDER A WRITTEN AGREEMENT WITH LENOVO. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER LAWS OR REGULATIONS GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

Part 2 – Country-specific Terms

Australia

"Lenovo" means Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 10, North Tower, 1-5 Railway Street, Chatswood, NSW, 2067. Telephone: +61 2 8003 8200. Email: lensyd_au@lenovo.com

The following replaces the same section in Part 1:

What this Warranty Covers:

Lenovo warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use and conditions during the warranty period. If the product fails due to a covered defect during the warranty period, Lenovo will provide you a remedy under this Limited Warranty. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Lenovo informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are set forth below in **Part 3 - Warranty Service Information**.

THE BENEFITS GIVEN BY THIS WARRANTY ARE IN ADDITION TO YOUR RIGHTS AND REMEDIES AT LAW, INCLUDING THOSE UNDER THE AUSTRALIAN CONSUMER LAW.

The following replaces the same section in Part 1:

Replacement Products and Parts:

When warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product. Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Refurbished parts may be used to repair the product; and repair of the product may result in loss of data, if the product is capable of retaining user-generated data.

The following is added to the same section in Part 1:

Use of Personal Contact Information:

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal contact information and request correction of any errors in it pursuant to the Privacy Act 1988 by contacting Lenovo.

The following replaces the same section in Part 1:

Limitation of Liability:

Lenovo is responsible for loss or damage to your product only while it is in the Service Provider's possession or in transit, if the Service Provider is responsible for the transportation.

Neither Lenovo nor the Service Provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a product.

TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE PRODUCT.

THE FOREGOING LIMITATIONS DO NOT APPLY TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY FOR WHICH LENOVO IS LIABLE UNDER LAW.

The following replaces the same section in Part 1:

Your Other Rights:

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

For example, our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

New Zealand

The following is added to the same section in Part 1:

Use of Personal Information:

Lenovo will not be able to perform our service under this warranty if you refuse to provide your information or do not wish us to transfer your information to our agent or contractor. You have the right to access your personal information and request correction of any errors in it pursuant to the Privacy Act 1993 by contacting Lenovo (Australia & New Zealand) Pty Limited ABN 70 112 394 411. Address: Level 10, North Tower, 1-5 Railway Street, Chatswood, NSW, 2067. Telephone: 61 2 8003 8200. Email: lensyd_au@lenovo.com

Bangladesh, Cambodia, India, Indonesia, Nepal, Philippines, Vietnam and Sri Lanka

The following is added to Part 1:

Dispute Resolution

Disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Singapore. This warranty shall be governed, construed and enforced in accordance with the laws of Singapore, without regard to conflict of laws. If you acquired the product in India, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Bangalore, India. Arbitration in Singapore shall be held in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. Arbitration in India shall be held in accordance with the laws of India then in effect. The arbitration award shall be final and binding on the parties without appeal. Any award shall be in writing and set forth the findings of fact and the conclusions of law. All arbitration proceedings, including all documents presented in such proceedings shall be conducted in the English language. The English language version of this warranty prevails over any other language version in such proceedings.

European Economic Area (EEA)

The following is added to Part 1:

Customers in the EEA may contact Lenovo at the following address: EMEA Service Organisation, Lenovo (International) B.V., Floor 2, Einsteinova 21, 851 01, Bratislava, Slovakia. Service under this warranty for Lenovo hardware products purchased in EEA countries may be obtained in any EEA country in which the product has been announced and made available by Lenovo.

Russia

The following is added to Part 1:

Product Service Life

The product service life is four (4) years from the original date of purchase.

Part 3 - Warranty Service Information

Product Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service

If required, the Service Provider will provide repair or exchange service depending on the type of warranty service specified for your product and the available service. Scheduling of service will depend upon the time of your call, parts availability, and other factors.

Types of Warranty Service

1. Customer Replaceable Unit (“CRU”) Service

Under CRU Service, the Service Provider will ship CRUs to you at its cost for installation by you. CRU information and replacement instructions are shipped with your product and are available from Lenovo at any time upon request. CRUs that are easily installed by you are called “Self-service CRUs”. “Optional-service CRUs” are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is your responsibility. You may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for your product. An optional service offering may be available for purchase from a Service Provider or Lenovo under which Self-service CRUs would be installed for you. You may find a list of CRUs and their designation in the publication that was shipped with your product or at www.lenovo.com/CRUs. The requirement to return a defective CRU, if any, will be specified in the instructions shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) you may be charged for the replacement CRU if the Service Provider does not receive the defective CRU from you within thirty (30) days of your receipt of the replacement CRU.

2. On-site Service

Under On-Site Service, a Service Provider will either repair or exchange the product at your location. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the Service Provider will send the product to the service center at its expense.

3. Courier or Depot Service

Under Courier or Depot Service, your product will be repaired or exchanged at a designated service center, with shipping at the expense of the Service Provider. You are responsible for disconnecting the product and packing it in a shipping container provided to you to return your product to a designated service center. A courier will pick up your product and deliver it to the designated service center. The service center will return the product to you at its expense.

4. Customer Carry-In Service

Under Customer Carry-In Service, your product will be repaired or exchanged after you deliver it to a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for collection. If you fail to collect the product, the Service Provider may dispose of the product as it sees fit, with no liability to you.

5. Mail-In Service

Under Mail-In Service, your product will be repaired or exchanged at a designated service center after you deliver it at your risk and expense. After the product has been repaired or exchanged, it will be returned to you at Lenovo's risk and expense, unless the Service Provider specifies otherwise.

6. Customer Two-Way Mail-In Service

Under Customer Two-Way Mail-In Service, your product will be repaired or exchanged after you deliver it to a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for return shipping at your risk and expense. If you fail to arrange return shipment, the Service Provider may dispose of the product as it sees fit, with no liability to you.

7. Product Exchange Service

Under Product Exchange Service, Lenovo will ship a replacement product to your location. You are responsible for its installation and verification of its operation. The replacement product becomes your property in exchange for the failed product, which becomes the property of Lenovo. You must pack the failed product in the shipping carton in which you received the replacement product and return it to Lenovo. Transportation charges, both ways, shall be at Lenovo's expense. If you fail to use the carton in which the replacement product was received, you may be responsible for any damage to the failed product occurring during shipment. You may be charged for the replacement product if Lenovo does not receive the failed product within thirty (30) days of your receipt of the replacement product.

LENOVO® SERVICES
WARRANTY AND PRIORITY TECHNICAL SUPPORT

Lenovo's comprehensive service portfolio supports the entire lifecycle of your PC, and includes flexible warranty and support options designed to meet the various needs of your organization. Warranty Extensions, Upgrades and Priority Technical Support are fixed-term, fixed-cost solutions that allow you to accurately budget for equipment expenses and match refresh cycles and critical support needs. You get a worldwide single source solution that helps you realize objectives for cost efficiency, improved service levels and end-user productivity and satisfaction, wherever you are.

Lenovo's award-winning Warranty and Support Services are provided by Lenovo-trained technicians, using Lenovo qualified parts. As a result, your organization feels confident in receiving the high standards of quality and customer care you've come to expect from Lenovo. You get the peace of mind to know your assets are protected and that your IT staff can focus on critical business objectives.

WARRANTY SERVICES

Lenovo® offers a wide range of warranty options for your Think, Idea and Lenovo branded systems, dependent on the machine type and base warranty. These options can be selected at the time of purchase or within the term of initial base warranty coverage.

- **Warranty Extensions** are available for periods of up to five years (depending on your system) giving you a fixed-term, fixed-cost service solution that allows you to accurately budget for equipment expenses.
- **Warranty Upgrades** allow you to vary response time and level of service to match your critical support needs.

Depending on the initial base warranty of the system, service plans are available with the following standard service levels:

SERVICE OFFERING	DESCRIPTION
Carry-in or Mail-in Service ¹	Parts and labor repair coverage where the customer is responsible for shipping (including packaging) or delivery to an authorized warranty provider or repair center.
Depot or Courier Service	Parts and labor repair coverage where shipping (including packaging) or delivery to the repair center is paid for by Lenovo.
Onsite/In-Home Service ²	Parts and labor repair coverage where labor is provided onsite at your place of business. <ul style="list-style-type: none"> • If Lenovo determines your product problem is covered by the product warranty and cannot be resolved over the telephone or with a customer replaceable unit part, repair will be made onsite, typically the next day • Onsite + Tech Install of CRUs (Customer Replaceable Unit Parts) broadens your coverage to include onsite technician installation of CRU parts.
International Warranty Service (IWS) ³	PC repair coverage for customers who require a critical warranty repair while travelling internationally. www.lenovo.com/internationalwarranty

Additional Service level upgrades may be available in specific countries for a given Lenovo system. Special arrangements are possible upon request.

Benefits

- Match service coverage duration with the expected lifecycle of your PCs
- Minimize unplanned operating and maintenance expenses
- Increase uptime and productivity for you, your business or end-users
- Consistent service levels for multi-national organizations with in-region and local-language support
- Convenient onsite or next business day service options
- Lenovo's tech support has been recognized around the globe as consistently best-in-class from industry sources like TBR, Laptop Magazine, PC Magazine and IDC Dataquest



PRIORITY TECHNICAL SUPPORT⁴

Priority Technical Support is an enhanced warranty plan that provides direct anytime-access to the right level of tech support on the first call, making your priority our priority.

Bypass basic troubleshooting and experience shorter hold times, reduced repair times and higher first time fix rates, freeing up your resources to focus on mission-critical business activities.

SERVICE	DESCRIPTION	BENEFITS
Priority Call Routing to Advanced Technicians	Dedicated phone number. Calls routed directly to advanced technicians.	Faster response, usually under 1 minute. You get to the front of the call queue and have immediate access to advanced tech support.
24x7 Telephone Tech-to-Tech Support	Advanced technicians available 24x7, trained to solve critical support issues.	Available when you need us.
Web-Based Call Tracking	Web-based tool to track service calls through to resolution.	Reduce administration time. Identify root causes and develop remedial action plans. Powerful knowledge to help you drive your business.
Escalation Management	Escalation process for high impact or complex PC problems.	Manage problems from diagnostics to closure. Provides peace of mind and end-user satisfaction.
Local Language Support	24x7 local language support on Lenovo hardware and pre-loaded third party software.	We speak your language. No matter where your business goes, we're there with advanced technical support.
Third Party Software Support ⁵	Troubleshoot basic, pre-loaded software problems or for advanced issues, we will transfer you to the appropriate software vendor and assist in communicating the issue with the vendor technician.	Save time with a single source solution for hardware and software problems.

Benefits

- Tech-to-tech support results in fewer repair actions and recurring problems, improving IT effectiveness and lowering direct support costs
- Priority Technical Support makes PC support easy, with consolidated HW and SW support in one simple package
- Employees need to stay connected with operations and offices across the world, however organizations often do not have the resources to provide employees with 24x7 support in every language needed. Priority Technical Support gives them access to help almost anywhere they are.

Lenovo Warranty Service and Priority Technical Support are part of a comprehensive portfolio of Lenovo's award-winning services that support the entire lifecycle of your PCs. For more information on these or other service offerings, please visit: www.lenovo.com/Warranty/US and www.lenovo.com/PriTechSupport/US or call

1-866-968-4465

Lenovo Services

(1) Carry-in or mail in service may not be available in all regions. (2) Service is available during Lenovo's normal in-country business hours. Calls received after 4:00pm local time will require an additional business day for service dispatch. On-site service is available in metropolitan areas only. Next day service is not guaranteed. (3) International Warranty Service is available, but regional differences in service level may apply. (4) Priority Technical Support not available in all regions. (5) Customer must have service contract with software vendor. If customer does not have software agreement, Lenovo will provide courtesy transfer to appropriate toll-free support line. Service is limited to software vendor service hours. All products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic or typographic errors. All images are for illustration purposes only. For full Lenovo product, service and warranty specifications visit www.lenovo.com. The following are trademarks or registered trademarks of Lenovo: Lenovo, the Lenovo logo, ThinkPad, For Those Who Do and ThinkPlus. Other company, product and service name may be trademarks or service marks of others. ©2012 Lenovo. All rights reserved.

Are you protected?

Lenovo's Accidental Damage Protection gives you the peace of mind to know your investment and budget are protected from the hassles of unexpected repair expenses. It covers accidents beyond the system warranty and protects your PC from non-warranted operational or structural failures incurred under normal operating conditions.

Services are carried out by Lenovo trained technicians, using Lenovo approved parts in certified repair centers. If the PC is not damaged beyond repair, the end users' own PC is returned. If repair is not possible, the entire system will be replaced at no additional charge¹ (terms and conditions apply).

WHAT'S TYPICALLY COVERED?

Accidental drops, spills, bumps, and structural failures incurred under normal operating conditions or handling, electrical surges and damage to the integrated LCD screen.

Examples:

- Your system accidentally slips off the table and the LCD screen cracks.
- An electrical surge causes significant damage to your PC's hardware during a lightning storm.
- The coffee spills on the keyboard and the extent of damage is unknown.

WHAT'S NOT COVERED?

Cosmetic damage, theft, equipment loss or failures due to usage outside of normal operating conditions. Any data loss or interruption of business. Damage to peripherals or third-party products, even if sold by Lenovo.

Examples:

- The outer case cracks but your system still operates effectively. You've left your PC behind on the subway.
- The system is used in the rain, and you lose an entire day of productivity because your PC no longer functions.
- The stylus is misplaced.

WHY ACCIDENTAL DAMAGE PROTECTION?

BENEFITS:

- Based on a sample of Lenovo claims, Accidental Damage Protection can save, on average, 28% versus the typical cost of notebook repair, and 75 – 80% for Tablets (ADP available on ThinkPad® Tablets only).
- Typical replacement costs for commonly damaged components:

System Board up to \$500	DVD Drive \$200	Display \$450
Hard Disk Drive \$300	Damaged tablet \$250 for minor repairs and up to \$600 for replacement of multiple parts ¹ .	

- IT Departments don't have to purchase and manage spare inventory to fix damaged PCs.
- Lenovo's comprehensive diagnostic tools can identify hidden damage that may have otherwise gone untreated.
- International repair centers with in-country language support for coverage when and where you need it.

With a single, predictable upfront investment, you can accurately predict and budget service costs for the year. Depending on the number of systems covered, your organization could save thousands relative to the cost of uncovered repairs.

The following case study illustrates a real world example of a Fortune 500 Customer purchasing Lenovo's Accidental Damage Protection:

Level 1 Claims: 25 replaced: Hard disk drives, DVD, CD-ROM and miscellaneous cards | **Level 2 Claims:** 195 replaced: CPU, LCD, or system board | **Level 3 Claims:** 760 multiple level repairs (1 and 2), or more than one part in Level 2.

This company saved almost \$500,000 over three years with Lenovo's Accidental Damage Protection. Let ADP protect your PC and your budget.

ADP 3-year Coverage	Actual Parts Cost Over 18 Months	Actual Labor Costs Over 18 Months			Total Costs for Repair 18 Months	Total Estimated Repair Costs for 3-year Period	Estimated Savings for 3-year
		Level 1	Level 2	Level 3			
\$1,573,404	\$822,995	\$1,875	\$29,250	\$171,000	\$1,025,120	\$2,050,239	\$476,835

Lenovo offers a comprehensive portfolio of services supporting the entire lifecycle of your PC. For more information on Accidental Damage Protection or any of our award-winning service offerings, please call your Lenovo Sales Representative or visit: www.Lenovo.com/services

1-866-968-4465

Lenovo
Services

¹ThinkPad Tablets limited to one repair event per year and one replacement over the lifetime of the tablet. For all other Lenovo systems, please see terms and conditions for claim limitations. Lenovo's tech support has been recognized consistently as a global leader in the tech industry for service, support and repair by industry resources like Technology Business Review (TBR) Report, LAPTOP Magazine, PC Magazine and IDC Dataquest. All products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic or typographic errors. All images are for illustration purposes only. For full Lenovo product, service and warranty specifications visit www.lenovo.com The following are trademarks or registered trademarks of Lenovo: Lenovo, the Lenovo logo, For Those Who Do and ThinkPad. Other company, product and service names may be trademarks or service marks of others. ©2012 Lenovo. All rights reserved.

WARRANTY EXTENSIONS AND UPGRADES

Lenovo® offers a wide range of warranty options for your PCs, dependent on the machine type and base warranty. These options can be selected at the time of purchase or within the term of initial base warranty coverage.

- **Warranty Extensions** are available for periods of up to five years (depending on your system) giving you a fixed-term, fixed-cost service solution that enables you to accurately budget for equipment expenses
- **Warranty Upgrades** allow you to vary response time and level of service to match your critical support needs

Depending on the initial base warranty of the system, service plans are available with the following service levels:

SERVICE LEVEL	DESCRIPTION
Carry-in or Mail-in Service¹	Parts and labor repair coverage where the customer is responsible for shipping (including packaging) or delivery to authorized warranty provider or repair center.
Depot or Courier Service	Parts and labor repair coverage where shipping (including packaging) or delivery to the repair center is paid for by Lenovo.
Onsite/In-Home Service²	Parts and labor repair coverage where labor is provided onsite at your place of business. <ul style="list-style-type: none"> • If Lenovo determines your product problem is covered by the product warranty and cannot be resolved over the telephone, a technician will be dispatched to arrive onsite, typically the next day.
Advanced Exchange Service³ (Available on ThinkPad Tablet only)	<ul style="list-style-type: none"> • Replacement unit shipped Next Business Day for guaranteed resolution • Includes re-serialization for consistency of internal processes
International Warranty Service (IWS)⁴	PC repair coverage for customers who require a critical warranty repair while travelling internationally www.lenovo.com/internationalwarranty

Additional Service level upgrades may be available in specific countries for a given Lenovo system. Special arrangements are possible upon request.

Onsite + Tech Install of CRUs (Customer Replaceable Unit parts)

With a base warranty, installation of Self-Service CRUs is typically your responsibility, however with an upgrade to Technician-Installed CRU Service, Lenovo's Onsite service includes installation of all needed CRUs.

Sealed Battery Warranty

Lenovo's new generation of ThinkPad notebooks (ThinkPad Ultrabooks⁵) incorporate a sealed battery specifically designed for ultrathin products. With a sealed battery, replacement involves depot or onsite servicing by a trained technician. Extend the 1-year base battery warranty to a 3-year Sealed Battery Warranty⁶.



Lenovo Warranty Services are part of a comprehensive portfolio that supports the entire lifecycle of your PCs. For more information on this, or other service offerings, please visit: www.lenovo.com/warranty/US
1-855-253-6686

Lenovo Services.

(1) Carry-in or mail in service may not be available in all regions. (2) Service is available during Lenovo's normal in-country business hours. Calls received after 4:00pm local time will require an additional business day for service dispatch. On-site service is available in metropolitan areas only. Next day Service is not guaranteed. (3) Not available in all regions. (4) International Warranty Service is available, but regional differences in service level may apply. (5) Hardware availability varies by region. (6) Batteries degrade over time and variables such as temperature, usage and time affect battery life. Lenovo's Sealed Battery Warranty provides a one-time replacement opportunity in the event a defective or faulty battery fails to meet minimum performance standards. Battery health thresholds are determined by Lenovo's built-in battery diagnostic tool taking these factors into consideration. All products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic or typographic errors. All images are for illustration purposes only. For full Lenovo product, service and warranty specifications visit www.lenovo.com The following are trademarks or registered trademarks of Lenovo: Lenovo, the Lenovo logo, ThinkPad, For Those Who Do and ThinkPlus. Other company, product and service name may be trademarks or service marks of others. ©2014 Lenovo. All rights reserved.

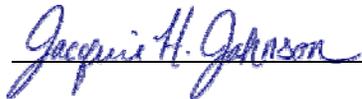
Exhibit F– Certification Regarding Lobbying

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

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

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

Signature:



Printed Name:

Jacquie H. Johnson

Organization:

Lenovo (United States) Inc

Date:

October 18, 2013

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

ISSUED UNDER

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

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

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

STATEMENT OF WORK

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

1. PERIOD OF PERFORMANCE

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

2. PLACE OF PERFORMANCE

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

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

3. PROJECT DEFINITIONS

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

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

4. PROJECT SCOPE

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

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

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

A. Authorized User-Specific Requirements

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

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

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

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

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

A. Required Products (or Solution Components)

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

B. Required Services

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

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

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

D. Support and Maintenance Requirements

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

E. Personnel Requirements

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

F. Transition Phase-In/Phase-Out Requirements

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

8. TOTAL PROJECT PRICE

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

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

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

9. PROJECT DELIVERABLES

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

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

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

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

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

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

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

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

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

11. EVENTS AND TASKS FOR EACH MILESTONE

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

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

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

12. ACCEPTANCE CRITERIA

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

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

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

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

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

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

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

(Sample Responsibility Matrix)

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

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

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

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

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. SECURITY REQUIREMENTS

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

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

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

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

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

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

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

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

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

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

C. Initial Risk Assessment

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

D. Risk Management Strategy

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

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

E. Risk Management Plan

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

18. DISASTER RECOVERY

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

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

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

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

19. PERFORMANCE BOND

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

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

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

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

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

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

A. Weekly/Bi-weekly Status Update.

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

B. Supplier Performance Self-Assessment.

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

C. Performance Auditing

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

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

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

D. Supplier Performance Assessments

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

22. CHANGE MANAGEMENT

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

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

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

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

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

23. POINT OF CONTACT

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

Authorized User: _____

Supplier: _____

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

Supplier:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____

By: _____

(Signature)

(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Name: _____
(Print)

Title: _____

Date: _____

EXHIBIT H

AWARDED MANUFACTURERS/CATEGORIES

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

- Peripherals