Commonwealth of Virginia
Virginia Information Technologies Agency

MISCELLANEOUS COMPUTER PRODUCTS AND ACCESSORIES

Optional Use Contract

Date:	August 5, 2010
Contract #:	VA-040227-PCMG
Authorized User:	All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*
Contractor:	PC Mall Gov 7421 Gateway Court Manassas, VA 20109-7313
FIN:	33-0964088
Contact Person:	Donna Norris Voice: 703-594-8100 Efax: 310-630-5163 Email: donnan@pcmallgov.com
Term:	August 1, 2010 – September 30, 2010
Payment:	Net 30 days

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

Greg Scearce
Phone: 804-416-6166
Fax: 804-416-6361
Email: gregory.scearce@vita.virginia.gov

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

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

CONTRACT #VA-040227-PCMG
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 incorporates “Commonwealth Employee Purchases”	4/23/04
2	Mod 2 adds Non-Appropriate Clause	4/23/04
3	Mod 3 adds additional products and discounts	3/28/05
4	Mod 4 updates Attachment B, “Pricing” to add additional products	3/24/05
5	Mod 5 extends contract term and updates Attachment B, “Pricing” to add additional products	3/5/06
6	Updates Supplier contact information	5/25/06
7	Mod 6 extends contract term	3/5/07
8	Updates supplier’s contact information	1/25/07
9	Updates supplier’s address and telephone number	3/20/07
10	Mod 7 extends contract term	3/5/08
11	Mod 8 extends contract term for 5 months for the marketing and selling of printers ONLY – COV Authorized Users not allowed to procure anything else from this contract	3/1/09
12	Mod 9 extends contract term for 3 months for the marketing and selling of printers ONLY – COV Authorized Users not allowed to procure anything else from this contract	8/1/09
13	Mod 10 extends contract for an additional 3 months for the marketing and selling of printers ONLY – COV Authorized Users not allowed to procure anything else from this contract	11/1/09
14	Mod 11 extends contract for an additional 2 months for marketing and selling of printers ONLY – COV Authorized Users not allowed to procure anything else form this contract	2/1/10
15	Mod 12 extends contract for an additional 3 months for marketing and selling of printers ONLY – COV Authorized Users not allowed to procure anything else form this contract	5/1/10
16	Mod 13 extends contract for an additional 2 months for marketing and selling of printers ONLY – COV Authorized Users not allowed to procure anything else form this contract	8/1/10

MODIFICATION #13
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALL GOV, INC.

This MODIFICATION #13 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MALL GOV, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #13 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

The purpose of Modification #13 is to extend the contract from August 1, 2010 through September 30, 2010 to allow PC MALL GOV, INC. to only market and sell printers. All other products/services from VA-040227-PCMG are not permitted to be sold to Commonwealth of Virginia Authorized Users.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PC MALL GOV, INC.

BY: Cathy Boleyn

NAME: Cathy Boleyn

TITLE: V.P., Business Operations

DATE: July 23, 2010

COMMONWEALTH OF VIRGINIA

BY:

NAME: GREGORY H. SCEARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 8.5.2010

MODIFICATION #12
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALL GOV, INC.

This MODIFICATION #12 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MALL GOV, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #12 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

The purpose of Modification #12 is to extend the contract from May 1, 2010 through July 31, 2010 to allow PC MALL GOV, INC. to only market and sell printers. All other products/services from VA-040227-PCMG are not permitted to be sold to Commonwealth of Virginia Authorized Users.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PC MALL GOV, INC.	COMMONWEALTH OF VIRGINIA
BY: Cathy Boleyn	BY:
NAME: Cathy Boleyn	NAME: GREGORY H. SCEARCE
TITLE: V.P., Business Operations	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: April 19, 2010	DATE: 4.26.10

MODIFICATION #11
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALL GOV, INC.

This MODIFICATION #11 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MALL GOV, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #11 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

The purpose of Modification #11 is to extend the contract from February 1, 2010 through April 30, 2010 to allow PC MALL GOV, INC. to only market and sell printers. All other products/services from VA-040227-PCMG are not permitted to be sold to Commonwealth of Virginia Authorized Users.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PC MALL GOV, INC.

BY: Cathy Boleyn

NAME: Cathy Boleyn

TITLE: V.P., Business Operations

DATE: January 14, 2010

COMMONWEALTH OF VIRGINIA

BY:

NAME: Gregory Scearce, VCO

TITLE: Strategic Sourcing Specialist

DATE:

MODIFICATION #10
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALL GOV, INC.

This MODIFICATION #10 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MALL GOV, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #10 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

The purpose of Modification #10 is to extend the contract from November 1, 2009 through January 31, 2010 to allow PC MALL GOV, INC. to only market and sell printers. All other products/services from VA-040227-PCMG are not permitted to be sold to Commonwealth of Virginia Authorized Users.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PC MALL GOV, INC.

BY: Cathy Boleyn

NAME: Cathy Boleyn

TITLE: V.P., Business Operations

DATE: October 21, 2009

COMMONWEALTH OF VIRGINIA

BY:

NAME: Gregory H. Scearce

TITLE: Strategic Sourcing Specialist

DATE: October 26, 2009

MODIFICATION #9
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALL GOV, INC.

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MALL GOV, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #9 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

The purpose of Modification #9 is to extend the contract from August 1, 2009 through October 31, 2009 to allow PC MALL GOV, INC. to only market and sell printers. All other products/services from VA-040227-PCMG are not permitted to be sold to Commonwealth of Virginia Authorized Users.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PC MALL GOV, INC.

BY: Cathy Boleyn

NAME: Cathy Boleyn

TITLE: V.P., Business Operations

DATE: July 21, 2009

COMMONWEALTH OF VIRGINIA

BY:

NAME: GREGORY H. SCEARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 7-23-09

MODIFICATION #8
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALL GOV, INC.

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MALL GOV, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #8 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

The purpose of Modification #8 is to extend the contract from March 1, 2009 through July 31, 2009 to allow PC MALL GOV, INC. to only market and sell printers. All other products/services from VA-040227-PCMG are not permitted to be sold to Commonwealth of Virginia Authorized Users.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PC MALL GOV, INC.

BY: Cathy Boleyn

NAME: Cathy Boleyn

TITLE: Vice President

DATE: March 4, 2009

COMMONWEALTH OF VIRGINIA

BY:

NAME: Gregory H. Scearce

TITLE: Strategic Sourcing Specialist

DATE: 3-05-09

MODIFICATION #7
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALL GOV, INC.

This MODIFICATION #7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MALL GOV, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #7 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

The purpose of this Modification #7 is to extend the term of the Contract from March 5, 2008 to March 4, 2009.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PC MALL GOV, INC.

BY: Cathy Boleyn

NAME: Cathy Boleyn

TITLE: V.P., Business Operations

DATE: 1/14/08

COMMONWEALTH OF VIRGINIA

BY:

NAME: GREGORY SCEARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 1-22-08

MODIFICATION #6
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALLGOV INC.

This MODIFICATION #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MallGov, Inc., hereinafter referred to as "Contractor," relating to the modification of the above contract. This Modification #6 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG.

Both of the above referenced parties agree to the following:

Reference: Section 31 "Term":

The term of Contract VA-040227-PCMG shall be extended from March 5, 2007 through March 4, 2008.

The foregoing is the second of three one (1) year renewals of the parties' agreement to modify Contract VA-040227-DALY and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PC MallGov, INC.	COMMONWEALTH OF VIRGINIA
BY: Cathy Boley	BY:
NAME: CATHY BOLEY	NAME: GREGORY SCEARCE
TITLE: V.P.	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 1/19/07	DATE: 1-24-07

MODIFICATION #5
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PC MALLGOV INC.

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PC MallGov, Inc., hereinafter referred to as "Contractor," relating to the modification of the above contract. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG.

Both of the above referenced parties agree to the following:

Reference: Section 31 "Term":

The term of Contract VA-040227-PCMG shall be extended from March 5, 2006 through March 4, 2007.

The foregoing is the first of three one (1) year renewals of the parties' agreement to modify Contract VA-040227-DALY and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

Reference: Attachment B: PRICING
Note: All discounts are from www.pcmallgov.com **pricing. The same discount applies to** Higher Education and State and Local.

Add the following:

MEMORY: Crucial Memory, 10% discount.

MONITORS: AOC International, 5% discount. LG Electronics, 4% discount.

PROJECTORS: Optoma, 8% discount.

POWER SUPPLIES: Liebert, 5% discount.

NETWORKING ACCESSORIES: Allied Telesyn, 5% discount. Watchguard, 6% discount.

OPTICAL & STORAGE: CRU, 12% discount. Western Digital, 5% discount. Kingston, 10% discount. Edge, 9% discount. Simple Tech, 8% discount. US Modular, 8% discount.

EXPANSION CARD: Jaton, 8% discount. PNY, 9% discount.

SCANNERS: Symbol, 10% discount.

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.

PC MallGov, INC.	COMMONWEALTH OF VIRGINIA
BY: [signature]	BY: [signature]
NAME: SHARON O'CONNOR EVANS	NAME: Doug Crenshaw
TITLE: SR DIRECTOR, BUSINESS DEV.	TITLE: Strategic Sourcing Manager
DATE: 3/9/06	DATE: 3/21/06

MODIFICATION #4
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PCMALLGOV, INC.

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PCMallGov, Inc. hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

Reference Master Agreement

Attachment B: PRICING

Note: all discounts are from www.pcmallgov.com pricing. The same discount applies to Higher Education and State and Local.

Add the following:

PROJECTORS: Sharp Notevision PG-A20X 2000 Lumen, Notevision PG-B10S Ansi SVGA, Notevision PG-C45X2500 Lumen. 4% discount.

OPTICAL AND STORAGE: Wiebetech Forensic Field Unit 4, RT5-Five 400 GB 7200 RPM, Tough Tech 0GB, Tough Tech 3.5" FW/USB2 0 HD enclosure. 5% discount.

MONITORS: ELO Touch 1972L Intellitouch screen, 1525L 15 in. LCD USB Touch screen, ELO Touch screen 15" LCD. 3% discount.

OTHER: Oncore Power IBM ThinkPad T40 R50 battery, Apple IBook(12" dual USB) M9337G/A, Dell Inspiron 7000, 7500 Series battery. 5%

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PCMALLGOV, INC.

BY: Elise E. Swight

NAME: Elise E. Swight

TITLE: Director, Program Mgmt.

DATE: 3/23/05

COMMONWEALTH OF VIRGINIA

BY:

NAME: Timothy W Moore

TITLE: Contracts Manager

DATE: 3/24/05

MODIFICATION #3
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PCMALLGOV, INC.

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PCMallGov, Inc. hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

Reference Master Agreement

Attachment B: PRICING

Add the following:
MEMORY: Viking : discount 6% from list on www.pcmallgov.com pricing. Same discount applies to Higher Education and State and Local.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PCMALLGOV, INC.	COMMONWEALTH OF VIRGINIA
BY: Sharon O Ennis	BY: Doug Crenshaw
NAME: SHARON O. ENNIS	NAME: Doug Crenshaw
TITLE: Sr. Director, Business Development	TITLE: Senior Sourcing Consultant
DATE: 3/28/05	DATE: 3-29-05

MODIFICATION #2
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PCMALLGOV, INC.

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PCMallGov, Inc. hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

Reference Master Agreement

Add the following clause as #51:

NON-APPROPRIATION

"All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PCMALLGOV, INC.	COMMONWEALTH OF VIRGINIA
BY: Sharon O Ennis	BY:
NAME: SHARON O. ENNIS	NAME: Timothy Wheeler
TITLE: Director, Business Development	TITLE: Integrated Services Mgr
DATE: 4/19/04	DATE: 4/23/04

MODIFICATION #1
TO
CONTRACT NUMBER VA-040227-PCMG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PCMALLGOV, INC.

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and PCMallGov, Inc. hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-040227-PCMG (the Agreement), as modified.

Reference Master Agreement Item # 50, "Commonwealth Employee Purchases". Change to read:

The Contractor may make available any Products under this Agreement to the employees of the Commonwealth of Virginia at the pricing identified herein. For any sale to employees of the Commonwealth, the Contractor shall present its standard terms and conditions for execution by both parties (both the Contractor and the employee). THE CONTRACTOR UNDERSTANDS AND AGREES THAT ALL SALES TO COMMONWEALTH EMPLOYEES SHALL BE AS PER PRICING IDENTIFIED HEREIN AND REGULATED AS PER THE CONTRACTOR'S AGREEMENT EXECUTED BETWEEN THE CONTRACTOR AND THE EMPLOYEE. THE CONTRACTOR FURTHER UNDERSTANDS AND AGREES THAT THE COMMONWEALTH OF VIRGINIA IS NOT IN ANY WAY RESPONSIBLE FOR SALES UNDER THIS CONTRACT BETWEEN THE CONTRACTOR AND THE COMMONWEALTH EMPLOYEES. ALL OBLIGATIONS, RISKS, LIABILITES AND ALL OTHER TERMS AND CONDITONS ARE SOLELY LIMITED TO THE CONTRACTOR AND THE COMMONWEALTH EMPLOYEE.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-040227-PCMG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

PCMALLGOV, INC.	COMMONWEALTH OF VIRGINIA
BY: Sharon A Evans	BY:
NAME: SHARON A EVANS	NAME: Timothy W Moore
TITLE: Director, Business Development	TITLE: Integrated Supply Mgr
DATE: 4/19/04	DATE: 4/23/04

MASTER AGREEMENT
CONTRACT VA-040227-PCMG
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
PC MALL GOV, INC.

1. SCOPE OF CONTRACT

This is a Master Agreement (the "Agreement") between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "VITA" (Virginia Information Technologies Agency) and PC MALL GOV, INC. (the "Contractor"), a wholly-owned subsidiary of PC Mall Inc., having its principal place of business at 2201 Cooperative Way, Suite 301, Herndon, VA 20171-3099. This Agreement contains the Contractual terms and conditions by which the Commonwealth will establish a Master License Ordering Agreement for State Agencies, Institutions, and other public bodies as defined in Section 2.2-4301. Definitions of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users" to acquire "Miscellaneous Computer Products and Accessories" pursuant to the Commonwealth's Request For Proposal #2004-14, dated October 16, 2003 (the "RFP") and the Contractor's proposal, dated November 5, 2003, as amended and in response thereto.

This contract allows Authorized Users to order Miscellaneous Computer Products form PCMallGov's electronic and paper-based catalogs. Upon award, all orders for Miscellaneous Computer Products and Services will be placed directly with the Contractor.

The Virginia General Assembly passed legislation that abolished the Department of information Technology ("DIT") as of July 1, 2003. All activities and functions of DIT have been consolidated into a new agency that is the Virginia Information Technologies Agency ("VITA"). Therefore, for purposes of this Contract ("Agreement") all references to either the Commonwealth, or DIT, or VITA, shall have the same meaning.

2. INTERPRETATION OF AGREEMENT

The documents comprising this Agreement, and their order of precedence in case of conflict are: (1) this document, consisting of terms and conditions 1 through 50; (2) Attachment B entitled "Pricing"; (3) the Contractor's proposal dated November 5, 2003 and amendments thereto; (4) Attachment C entitled "PCMallGov, Inc. Official Return Policy and Procedures"; (5) Attachment D entitled "Employee Purchase Program"; (6) Attachment E entitled "Employee Discount Percentages" ; (7) "PCMALLGOC Clarification Questions"; and (8) all executed Orders referencing this Agreement. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

1. EXCLUSIVITY OF TERMS AND CONDITIONS

The Virginia Information Technologies Agency (VITA) will not sign or execute any additional contract, license or other agreement, including shrink-wrap software, containing contractual terms and conditions, as a result of this procurement. Any document signed by persons other than the director of Supply Chain Management, or his or her designee shall have not validity and the attached Terms and Conditions shall supersede all such agreements.

2. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. ANTI- DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over $10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there

is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

6. PAYMENT

A. <u>To Prime Contractor</u>:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or acceptance, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

B. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

(c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the

Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

7. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency's (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the VITA purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on VITA's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager VITA. Upon VITA's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, VITA of the assignment and shall supply the Controller, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division of VITA shall promptly notify the Contractor of any assignment notice it receives.

8. MODIFICATIONS

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. Any contract or delivery order issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or $50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

9. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

10. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

11. INSURANCE

By signing and submitting a proposal, the Contractor has certified that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Worker's Compensation - Statutory requirements and benefits.

2. Employers Liability - $100,000.

3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

13. DEBARMENT STATUS

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

14. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

15. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

16. eVA BUSINESS-TO-GOVERNMENT PROGRAM

A. VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

B. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from http://learnabouteva.dgs.state.va.us/Supplier/files/TPA110402.pdf. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

17. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for de-installation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

18. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of three years after final payment. Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

19. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

20. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide non-infringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

21. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency 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 purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

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

The Virginia Information Technologies Agency, its officers, agents and employees, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor'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 Contractor's remedies include the right to terminate any license or support services hereunder.

22. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract shall not exceed two (2) times the amount of money paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

23. PERIODIC PROGRESS REPORTS/INVOICES

This Contract shall require the submission of quarterly Contract performance progress reports or program status reports. The Contractor will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars contracted to date with such businesses, actual dollars expended to date with such businesses and the total dollars planned to be contracted for with such businesses on this Contract. This information shall be provided separately for small and disadvantaged businesses, minority-owned and women-owned businesses.

24. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

25. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

26. CONTRACTOR'S REPORT OF SALES

Contractor must agree to provide monthly reporting that contains detailed information for each item purchased. Reports are to be provided by the 15th of each month, reporting transactions that took place during the prior month. At any time thereafter, as appropriate, additional reports may be agreed upon. All reports shall be forwarded electronically via Email in a Microsoft Excel Spreadsheet format to a designated contract officer at VITA.

Specifically, the data fields to be reported for each item purchased are:

1. Agency/Institution/Municipality/Public Body making the purchase
2. PO #
3. Order Date
4. Invoice #
5. Invoice Date
6. Whether item was ordered through eVA (Y/N)
7. Product Description
8. Product Sub-category type (e.g., Printer, Memory, Monitor etc.)
9. Manufacturer Name
10. Manufacturer #
11. Supplier # (if supplier is not manufacturer)
12. Index used for Pricing (e.g., OEM List Price)
13. Index Price on Order Date
14. Discount off Index
15. Discounted Price on Order Date
16. Quantity Ordered
17. Extended Price on Order Date

Late delivery or non-delivery of required reports will be considered a breach of Contract, and preclude Contractor from bidding on any future requirements.

27. SURCHARGE ADJUSTMENT

The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The Contractor must remit the SCA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". For the purposes of this Contract, Contractor will consider a sale to be completed when the Contractor receives payment form the Authorized User for the Product. The SCA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the SCA together with a copy of the Contractor's Report of Sales as delineated in the paragraph herein entitled "Contractor's Report of Sales". The SCA reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The SCA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material.

DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Department of General Services.

If the full amount of the SCA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the SCA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including but not limited to temporary reduced pricing, fire sales, one time sales, trade ins, and promotional items that have been marked down under this Contract.

28. EQUIPMENT CONDITION

All equipment to be supplied by Contractor shall be new equipment.

29. ORDERS

The Contractor must maintain a web-based ordering site through the eVA system. This system shall be operational within 30 days of the signing of the Contract by VITA. Additionally, toll-free ordering and customer support numbers must be made available

Authorized Users of this Contract may order Products and Software from this Contract by one of the following Order methods:

A. Purchase Order: An official Purchase Order form issued by an Authorized User.

B. Delivery Order (DO): A DO issued by the Office of Acquisition Services, VITA.

C. EVA: eVA is the Commonwealth's total e-procurement solution. Contractor shall accept any and all orders issued through eVA.

D. Charge/Credit Card:

1) Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each order must not exceed $5,000, or the then current charge

card limit. Payment will made by AMEX to Contractor within three (3) business days.

2) 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/Software available under this Agreement. Under no circumstances shall any Authorized User of the Commonwealth have the authority to modify this Agreement.

Contractor acknowledges that the forgoing is not limited to preclude the Commonwealth from issuing Orders against subject Contract as it so chooses.

30. CONTRACTOR SPONSORED PRODUCT PROMOTIONS

The Contractor, at its discretion, is allowed to sponsor product and service promotions during the Contract term or any extensions thereof under the following conditions:

1) Contractor is required to provide in writing to VITA, at least 5 days prior to the promotion, the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; the acceptable writing may be e-mail, or correspondence via USPS or other, and
2) Contractor is required to identify in writing, the exact products or services covered in the promotion, and
3) Contractor is required to identify in writing, the pricing during the promotion or the percentage discount, and
4) All Contractor Sponsored Product or Service Promotions are required to be available to all Authorized Users of the Contract. Should the Contractor request a promotion that would be limiting, either through product configuration or quantities of products, the Commonwealth at its discretion, will not provide a written agreement. Both parties agree that promotions shall not target any one Authorized User, or a few Authorized Users, and
5) All Contractor sponsored Product or Service Promotions shall be mutually agreed to in writing. The Contractor shall be in breach of the Agreement in the absence of a writing from both parties. The writing may be e-mail or correspondence via USPS or other, and
6) In any instance of conflict between this clause "Contractor Sponsored Product or Service Promotions" and the Agreement, this clause shall take precedence. And
7) In any event wherein the Contractor proposes prices that are different than the Contract prices to any Authorized User, without first obtaining mutual agreement in the format as identified herein, the Contractor shall be in breach of the Agreement and the Commonwealth shall have all remedies available under Contract and law. And

8) The Commonwealth, at its discretion, may assist in advertising the promotion. This assistance will consist of advertising space on the Commonwealth's various web sites, or other assistance at the Commonwealth's discretion.

31. TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue in full force for two (2) years, (the "initial Term"). The Commonwealth at its sole discretion may extend this Agreement for three (3) additional one (1) year periods. The Commonwealth will issue a written notification to the Contractor stating the extension period, 30 days prior to the expiration of any current Term.

33. TERMINATION FOR CONVENIENCE

The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of Termination. The Commonwealth shall be obligated for all outstanding Orders, according to the Contract, subsequent to this Termination. The Commonwealth shall not be obligated for any other costs in the event of Termination for convenience.

34. DELIVERY DATE

The Contractor shall deliver the products by the specified delivery date on the order referencing the agreement or within 14 days ARO if no date is specified. If delivery of all products is not completed within the time specified, the Commonwealth may cancel the agreement or any individual order without further obligation. The Commonwealth may postpone any delivery date by notifying the contractor at least 7 days prior to the delivery date.

35. RISK OF LOSS

The Contractor shall have the risk of loss or damage to all equipment until clear and unrestricted title to such equipment is transferred to the Commonwealth.

36. TITLE TO EQUIPMENT

Clear and unrestricted title to all equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

37. OPERATIONAL RESTRICTIONS

Contractor warrants that, except as specifically agreed in writing, all Products may be operated at any time for the convenience of the Commonwealth (exclusive of time required for preventive maintenance, remedial maintenance and approved engineering changes). Without limiting the foregoing, Contractor warrants that there are no restrictions as to consecutive hours or length of personnel shifts. The Commonwealth

may make the Products available to any Commonwealth agency or any other users under conditions where such use is supervised by the Commonwealth.

38. INSTALLATION RESPONSIBILITY

Except where otherwise expressly provided, "delivery" does not include installation. If installation is required, delivery shall not be complete until the Contractor completes installation of all Products including, without limitation, shipping FOB destination, all unpacking, positioning and connection of such Products with internal utility services, ready for acceptance testing. All equipment installations shall comply with building and facilities standards established by the Commonwealth.

39. COMMENCEMENT OF ACCEPTANCE TESTING

The Products shall be considered ready for testing when the Contractor completes a successful delivery. The Authorized User shall have 15 days to test the Products beginning on the date of successful delivery. All Products shall meet or exceed all conditions as delineated in this Agreement, and meet or exceed any published specifications provided by the Contractor or manufacturer including, but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, and warranty.

40. ACCEPTANCE

The Products shall be deemed accepted on the first day after successful completion of the acceptance period. The Warranty Period shall begin upon successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met within fifteen (15) calendar days have elapsed from delivery, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach

41. SUPPLIES

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the State shall conform to the Contractor's published specifications provided to State at time of equipment installation. The State reserves the right to acquire such supplies from any Contractor of its choice.

42. CONTRACTOR'S WARRANTY POINT-OF-CONTACT

The Contractor shall provide the Commonwealth with designated points-of-contact and make arrangements to enable its warranty representative to receive such notification or other continuous telephone coverage to permit the Commonwealth to make such contact.

43. MANUALS

Contractor shall supply an operations manual for each Product

44. CATALOG INTEGRITY

The Contractor agrees to continuously provide an updated catalog minimally every 90 days that will be available to all Authorized Users. The updated catalogue may be on eVA only or located at the Contractor's web site, or both, as provided for herein, but in every instance all catalogs maintained by the Contractor shall be up to date. Additionally, the Contractor shall provide an updated paper-based catalog every 90 days, available to all Authorized Users.

45. INTEGRAL SOFTWARE

All Products are delivered with any necessary firmware, and or software integral to the Product necessary for the complete operation. All firmware and software shall be considered to be the latest version available and any software upgrades necessary for the complete operation of the Products shall be available at no cost to the Authorized User. All licenses granted under this Agreement are provided on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the Product by the Authorized User.

46. SUBSTITUIONS

Temporarily out-of-stock items may be substituted with like-quality items, of equal or greater value, upon approval form the ordering User, on a case-by-case basis. The User shall have the option of canceling the order without penalty.

47. WARRANTY

All products shall carry the manufacturer's warranty. Should a 3rd party provide service, PCMallGov retains sole responsibility for performance.

48. RETURNS

All orders may be returned to the Contractor within 30 days of delivery. Unopened or complete hardware items may be returned without a restocking fee. Items that are incomplete may be subject to restocking fees. Unopened software may be returned, with no restocking fee. Any discrepancies, such as shortages or damaged items may be returned at the Contractor's expense, with no restocking fees.

49. CUSTOMER SERVICE

Standard Customer Support Hours from PCMG shall be from 8 am- 5 pm EST. Extended Customer support form PCMG shall be available from 5:00 PM- 9:00 pm EST. All customer support request received after 9:00 PM will be responded to the next business morning. E-Mail technical support is available at pctech@pcmall.com. All email support requests will be handled within one (1) business day from receipt.

50. COMMONWEALTH EMPOLYEE PURCHASES

Contractor shall offer the discounts to COV employees listed in Attachment E.

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 THIS CONTRACT.

PCMallGov	COMMONWEALTH OF VIRGINIA
BY: Alan Bechara	BY:
NAME: ALAN BECHARA	NAME: Timothy U Moore
TITLE: PRESIDENT	TITLE: Integrated Services Manager
DATE: 3/4/04	DATE: 3/5/04

ATTACHMENT B			
VA-040227-PCMG PRICING			
Discounts are deducted from http://www.pcmallgov.com pricing			
Printers	**Higher Ed. Disc**	**State & Local Disc**	
Manufacturer:			
HP/Compaq	15	15	
DELL	No Bid	No Bid	
IBM	12	12	
XEROX	8	8	
LEXMARK	16	16	
EPSON	10	10	
Brother	14	14	
CANON	11	11	
OKIDATA	8	8	
SAMSUNG	9	9	
Memory			
Mfg:			
Power User	No Bid	No Bid	
Kingston	22	22	
HP/Compaq	22	22	
Lexar Media	13	13	
Kingston - Value Ram	22	22	
SanDisk Corporation	28	28	
IBM	23	23	
Dell	No Bid	No Bid	
Gateway	No Bid	No Bid	
Simpletech	20	20	
EDGE	22	22	
SMART MODULAR	22	22	
US MODULAR	7	7	
Monitors			
Mfg:			
NEC/Mitsubishi	6	6	
Planar	6	6	
Phillips	7	7	
Sony	6	6	
ViewSonic	5	5	
Acer	8	8	
ProView	8	8	
Enivision Peripherals(EPI)	8	8	
CTX	6	6	
Gateway	No Bid	No Bid	
DELL			
IBM	8	8	
HP	13	13	
EIZO	9	9	

Monitors Con't			
APPLE	No Bid	10	
BENQ	5	5	
HITACHI	5	5	
MEGAVISION	6	6	
PRINCETON	6	6	
3G TECHNOLOGY	5	5	
SCEPTRE	5	5	
XEROX	5	5	
SAMSUNG	10	10	
Projectors			
Mfg:			
Canon	10	10	
Epson	8	8	
InFocus	8	8	
DELL	No Bid	No Bid	
Mistubishi	10	10	
NEC	12	12	
Proxima	7	7	
Sony	18	18	
Toshiba	7	7	
ViewSonic	5	5	
BENQ	8	8	
HP	11	11	
Power Protection			
Mfg:			
APC	18	18	
Belkin	25	25	
Tripp-Lite	10	10	
Fellowes	18	18	
ENERGIZER	8	8	
Networking Accessories			
Mfg:			
3 Com	12	12	
Linksys	10	10	
IBM	10	10	
Intel	14	14	
Hawking Technology	30	30	
NetGear	9	9	
D-Link	5	5	
Belkin	9	9	
PowerDsine	5	5	
APPLE	No Bid	No Bid	
HP	15	15	

Optical & Storage Devices			
Mfg:			
Iomega	8	8	
Sony	14	14	
Plextor	8	8	
Samsung	7	7	
Memorex	18	18	
La Cie	10	10	
HP/Compaq	15	15	
DELL	No Bid	No Bid	
IBM	12	12	
Gateway	No Bid	No Bid	
SEAGATE	10	10	
MAXTOR	10	10	
Input Devices			
Mfg:			
Logitech	12	12	
Microsoft	10	10	
Fellowes	18	18	
Kensington	20	20	
Labtec	27	27	
Adaptec	NA	NA	
Simple Technology	NA	NA	
IBM	11	11	
DELL	No Bid	No Bid	
Gateway	No Bid	No Bid	
HP	15	15	
PDAs			
Mfg:			
Palm	12	12	
HP/Compaq	8	8	
Sony	10	10	
Dell	no bid	no bid	
Sharp	12	12	
Toshiba	5	5	
Handspring	8	8	
ViewSonic	7	7	
Scanners			
Mfg:			
Epson	10	10	
Fujitsu	22	22	
HP/Compaq	18	18	
Kodak	25	25	
Canon	14	14	
Microtek	6	6	
UMAX	10	10	

Processor Upgrades			
Mfg			
Intel	10	10	
AMD	9	9	
Cables			
Mfg:			
APC	75	75	
Tripp-Lite	59	59	
3M	18	18	
Star-Tech	55	55	
Belkin	63	63	
Iogear	46	46	
HP/Compaq	28	28	
Belden	15	15	
BlackBox	32	32	
CABLES 2 GO	20	20	
Expansion Cards			
Mfg:			
ATI	10	10	
3COM	8	8	
NetGear	9	9	
Creative Labs	10	10	
Allied Telesyn	10	10	
HP/Compaq	18	18	
Linksys	10	10	
Orinoco	9	9	
Cameras			
Mfg:			
Kodak	5	5	
Sharp	6	6	
Panasanic	12	12	
Sony	10	10	
Canon	8	8	
Nikon	8	8	
Olympus	7	7	
Minolta	7	7	
JVC	8	8	
HP/Compaq	11	11	
Sharp	6	6	
CASIO	12	12	
FUJI	5	5	
KYOCERA	18	18	

Other			
Mfg:			
Targus	10	10	
Fellowes	18	18	
APC	18	18	
Kensington	20	20	
Belkins	10	10	
3M	12	12	
Cables to Go	21	21	
IBM	8	8	
HP/Compaq	8	8	
DELL	No Bid	No Bid	
Gateway	No Bid	No Bid	
MAXTOR	10	10	
SEAGATE	10	10	

ATTACHMENT D

Employee Purchase Program

The pricing PC Mall Gov, Inc has offered to the Commonwealth of Virginia is based off manufacturer programs for government and educational customers. In many cases these prices are only available if purchased by a government entity or educational institution. Therefore we would not be able to offer the same discount levels to employees of the Commonwealth of Virginia. We do have an employee purchase program for our largest customers that we would like to offer the Commonwealth of Virginia employees. The program offers Commonwealth customers discounts from our standard web pricing when they purchase through online CAP Sites. Customer will also be responsible for all applicable shipping and handling charges.

PC Mall Gov, Inc Employee Purchase Program

PC Mall Gov, Inc is now able to offer our full assortment of PC and Mac hardware, including Desktops, notebooks, printers, displays and a complete assortment of software titles to all employees of our Government customers at discounted pricing through our enhanced Employee Purchase Programs (EPPs).

There are many corporate benefits of having your own Corporate Access Page(CAP), and now your employees can take one of those benefits to the bank when you set up your Employee Purchase Program(EPP) with PC Mall Gov, Inc!

PC Mall Gov can save you time and money with a range of free services we provide to our qualified business customers. And these services are just a mouse-click away-on a customized, secured Web site called a Corporate Access Page (CAP). CAP sites are designed specifically with the business customer in mind. With state of the art requisitions and user management tools, your customized CAP site will help you run your business more efficiently and stay in control of your budget. An invaluable purchasing resource, your Corporate Access Page is a secure Web landing site that is tailored to your organization's specific purchasing needs. It serves as a centralized gateway from which you can gather pertinent information on quality products and services. An invaluable shopping resource, your CAP helps simplify your business purchases, saving time and money in a variety of ways. One of those ways is through our enhanced Employee Purchase Program (EPP).

As an employer and a participant in the PC Mall EPP program your benefits include:

- **Increased worker productivity**
- **Extended relationship with PC Mall Gov**
- **Improved employee morale and technical skills**
- **Easy Set up and Maintenance**
- **Dedicated program support**
- **24 Hour Shopping for Employees**

If you haven't had a chance to find out about the advantages of the PC Mall Gov Employee Purchase Programs yet, contact your Account Executive today

ATTACHMENT C

PC Mall Gov, Inc. Official Return Policy and Procedures:

PC Mall Gov offers a 30-day return policy based on manufacturer return policies. Some products may come with a manufacturer's Money Back Guarantee (MBG) and are subject to Manufacturer warranty. In these instances, PC Mall Gov, Inc. will assist customers in directly contacting the manufacturer. For additional information not listed, please contact your PC Mall Gov Account Executive at (800) MALL GOV.

Procedures

1. Please call (800) 555-6255 to obtain a Return Authorization (RA) number before shipping your product. NO returns of any type will be accepted without a RA number. RA numbers are valid for 10 business days after issue and must be received in our warehouse within 30 days from the date of the invoice. Any returns will be refunded the lower of either the purchase price or current product price.

2. For faster service, please have the following information on hand when calling for an RA number: customer name, invoice/order number, Item number and serial number (if applicable), and nature of the problem.

3. Your RA number(s) must appear clearly on the shipping label on the outside of the return shipment. An RA label has been provided on the back of your order for your convenience. Fill it out and tape it on the box you are returning. Please do not mark the box itself in any other way.

4. We are not responsible for lost or stolen packages. All authorized returns must include a shipment tracking number. Subsequent to an approval authorization, a credit to an account or issuance of a check may take up to 30 days.

5. Returns must be 100% complete, in original and resalable condition, with all original boxes and packing materials, have original UPC codes on the manufacturer boxes, contain all manuals, registration card(s), software, cabling and accessories. We reserve the right to refuse a return on any product that does not meet these requirements.

6. The Customer is responsible for shipping charges on all returned items. Incorrect shipments and vendor errors are excluded.

7. PC Mall Gov strongly recommends that you fully insure your return shipment in case it is lost or damaged and use a carrier that can provide you with proof of delivery for your protection.

Restocking Charge

Any returned products must be complete in manufacturer's packaging with all accessories and UPC codes. If an incomplete product is returned, PC Mall Gov, Inc, reserves the right at its discretion to assess a minimum 15% restocking fee in addition to any charge imposed prior to the return. Missing UPC codes will result in a restocking fee that may match any existing manufacturer rebates on the product requiring UPC codes.

Defective products

Defective products will be accepted for credit, replacement, exchange or repair, at our discretion, within 30 days from the invoice date. Our technical support department prior to issuing a return authorization must deem a product defective. Manufacturer restrictions may apply. Terms of the manufacturer's warranty apply from day one.

Non-defective products will be issued a return authorization within 30 days from the invoice date at PC Mall Gov, Inc.'s discretion. All non-defective returns are subject to 15 percent restocking fee. Shipping, handling and processing charges are not refundable. We cannot accept unauthorized shipments billed to the recipient.

If you accept a damaged package, make sure it is noted on the carrier's delivery record in order for PC Mall Gov, Inc. to file a damage claim. Save the merchandise in the original box and packing it arrived in. Notify PC Mall immediately to arrange for a carrier inspection and pick up of damaged merchandise. If you do not notify PC Mall Gov, Inc. of damaged goods within the first 15 days of arrival, our regular return policy will override any claim of damage, and will fall under all current manufacturer restrictions. Call (800) 555-6255 to arrange for carrier inspection and a pick up of damaged merchandise.

A minimum restock fee of 15% may be applied to products returned as defective that test to be operational upon return.

The manufacturer can repair defective merchandise according to terms of the product warranty at an authorized service center in your area or PC Mall Gov, Inc. at our discretion.

This return policy is subject to change dependent upon manufacturer's policies and procedures.

ATTACHMENT E					
EMPLOYEE DISCOUNT PERCENTAGES					
0	Office Supplies & Equipment			3.00%	
0	Office Supplies	A	Binders & Binding Supplies	8.00%	
0	Office Supplies	B	Calendars, Planners & Briefcases	8.50%	
0	Office Supplies	C	Files & Filing Supplies	10.00%	
0	Office Supplies	D	Forms, Record Keeping & Reference	8.50%	
0	Office Supplies	E	Furniture & Accessories	9.00%	
0	Office Supplies	F	Mailing, Packing & Labeling Supplies	5.00%	
0	Office Supplies	G	Money Management & Handling	6.00%	
0	Office Supplies	H	Equipment & Equipment Supplies	4.00%	
0	Office Supplies	J	Paper, Pens & Desk Supplies	8.00%	
0	Office Supplies	K	Presentations & Meeting Supplies	4.50%	
1	Entertainment			2.50%	
1	Entertainment	A	Audio Books	4.50%	
1	Entertainment	B		2.50%	
1	Entertainment	C	Audio/Music CD's	2.50%	
1	Entertainment	D	Games	2.50%	
3	Systems			1.50%	
3	Systems	A	CPU Upgrades	3.50%	
3	Systems	B	All-In-Ones (Computers with a Monitor)	5.00%	
3	Systems	C	Boxed Processors	5.00%	
3	Systems	D	Desktops	2.00%	
3	Systems	E	Motherboards	4.00%	
3	Systems	F	Notebook Computers	2.00%	
3	Systems	G	Handhelds/PDAs	3.00%	
3	Systems	H	Rackmount Servers	2.50%	
3	Systems	I	Desktop / Tower Servers	3.00%	
3	Systems	J	Towers	2.50%	
3	Systems	K	Workstations	3.00%	
3	Systems	L	Terminals	3.00%	
3	Systems	M	Internet Server Appliances	3.00%	
3	Systems	N	iBook	1.50%	
3	Systems	O	iMac	1.50%	
3	Systems	P	PowerBook	1.50%	
3	Systems	Q	Power Mac	1.50%	
3	Systems	R	eMac	1.50%	
3	Systems	S	Tablet PC's	2.50%	
4	Modems / Remote Access Communications			3.50%	
4	Modems / Ren	A	Desktop Modems	3.00%	
4	Modems / Ren	B	PC Card Modems	2.50%	
4	Modems / Ren	D	Cable & DSL Modems	3.00%	
4	Modems / Ren	E	Phone Line Networking	3.50%	
4	Modems / Ren	F	Multi-Modem Boards	3.00%	
4	Modems / Ren	G	Communication Servers	3.50%	
4	Modems / Ren	H	Remote Access Servers	2.50%	
5	Telephony			5.00%	
5	Telephony	A	IP & Data Services	3.50%	
5	Telephony	B	Analog Telephones	2.50%	
5	Telephony	C	Teleconferencing		

5	Telephony	D	PBX Phone Systems	2.00%	
5	Telephony	E	VoIP Telephone System	3.00%	
5	Telephony	F	IP Telephony	4.00%	
5	Telephony	G	Cellular Telephony	3.50%	
5	Telephony	H	Radios, Pagers & GPS Devices	5.00%	
5	Telephony	I	Headsets	6.00%	
6	Data Storage			2.50%	
6	Data Storage	A	CD-ROM Drives	3.00%	
6	Data Storage	B	Controller Interfaces	2.50%	
6	Data Storage	C	DVD Drives	2.50%	
6	Data Storage	D	External Hard Drives	2.50%	
6	Data Storage	E	Internal Hard Drives	3.00%	
6	Data Storage	F	NAS (Network Attached Storage)	3.50%	
6	Data Storage	G	Portable/Removable Drives	3.00%	
6	Data Storage	H	SAN (Storage Networking)	4.00%	
6	Data Storage	I	SAN Hard Drives	3.50%	
6	Data Storage	J	Server Hard Drives	2.50%	
6	Data Storage	K	Storage Warranties	10.00%	
6	Data Storage	O	Hard Drive Duplicators	3.00%	
6	Data Storage	P	Tape Automation (Libraries/Changers)	2.50%	
6	Data Storage	Q	Tape Drives	2.50%	
7	Furniture, Cables & Power			3.50%	
7	Furniture, Cab	A	Drive Cases & System Enclosures	4.50%	
7	Furniture, Cab	B	Racks Enclosures & Arrays	3.50%	
8	Software			2.00%	
8	Software	A	Business Software	2.00%	
8	Software	B	Graphics & Development Software	2.00%	
8	Software	C	Web Software	2.50%	
8	Software	D	Backup/Storage Software	3.00%	
8	Software	E	Network Software	3.00%	
8	Software	F	Anti-Virus & Security Software	3.50%	
8	Software	G	Utilities Software	2.50%	
8	Software	H	Entertainment Software	4.50%	
8	Software	I	Educational Software	3.00%	
8	Software	J	Operating Systems	2.00%	
9	Software Licensing			2.00%	
9	Software Licer	A	Business Software Licensing	1.50%	
9	Software Licer	B	Graphics & Development Software Licensing	2.00%	
9	Software Licer	C	Web Software Licensing	2.00%	
9	Software Licer	D	Backup/Storage Software Licensing	2.50%	
9	Software Licer	E	Network Software Licensing	2.50%	
9	Software Licer	F	Anti-Virus & Security Software Licensing	2.50%	
9	Software Licer	G	Utilities Software Licensing	2.00%	
9	Software Licer	H	Entertainment Software Licensing	3.50%	
9	Software Licer	I	Educational Software Licensing	2.50%	
9	Software Licer	J	Operating Systems Licensing	1.50%	
A	Accessories			4.00%	
A	Accessories	A	Anti-Glare Filters	10.00%	
A	Accessories	B	Audio Accessories	7.00%	
A	Accessories	C	Docking Stations	4.50%	
A	Accessories	E	Keyboard Drawers	9.00%	
A	Accessories	F	Carrying Cases	9.00%	

A	Accessories	G	Media Storage	6.00%	
A	Accessories	H	Mouse & Wrist Pads	10.00%	
A	Accessories	I	Misc Accessories	8.50%	
A	Accessories	J	Security Devices	8.00%	
A	Accessories	K	Computer / Printer Stands	9.00%	
A	Accessories	L	Furniture	8.50%	
A	Accessories	M	Computer Tools	9.00%	
A	Accessories	N	Video Accessories	7.00%	
A	Accessories	O	CPU Accessories	7.00%	
A	Accessories	P	Server Accessories	2.50%	
B	Book/Video			9.50%	
B	Book/Video	B	Magazines	9.50%	
B	Book/Video	C	Manuals	9.50%	
B	Book/Video	D	Videos	9.50%	
B	Book/Video	D	Videos	9.50%	
B	Book/Video	E	Computer Based Training	9.50%	
D	Cables and Wiring			5.00%	
D	Cables and Wi	A	Cabinets & Brackets	9.50%	
D	Cables and Wi	B	Cables	10.00%	
D	Cables and Wi	C	Connectors	8.00%	
D	Cables and Wi	D	Modular Wiring	10.00%	
D	Cables and Wi	E	Switch Boxes	6.50%	
D	Cables and Wi	F	Test Equipment	5.00%	
F	Networking Hardware			1.50%	
F	Networking Ha	B	Network Interface Adapters	1.50%	
F	Networking Ha	C	WAN (Routers, Gateways, etc.)	2.00%	
F	Networking Ha	D	Media Converters & Transcievers	3.50%	
G	Wireless			2.50%	
G	Wireless	A	Wireless Networking	3.00%	
G	Wireless	B	Wireless Print Servers	4.00%	
G	Wireless	C	Bluetooth	2.50%	
G	Wireless	D	Wireless Handheld Accessories	2.50%	
L	Input Devices			2.50%	
L	Input Devices	A	Digital Cameras	2.50%	
L	Input Devices	B	Game Controllers	7.00%	
L	Input Devices	C	Keyboards	5.50%	
L	Input Devices	D	Microphones	7.00%	
L	Input Devices	E	Misc Input Devices	6.00%	
L	Input Devices	F	Pointing Devices	5.00%	
L	Input Devices	G	Scanners	2.50%	
M	Monitors & Projectors			2.00%	
M	Monitors & Pro	A	Monitors	2.00%	
M	Monitors & Pro	B	Projectors	3.00%	
O	Memory			5.00%	
O	Memory	A	ATA Memory	6.00%	
O	Memory	B	Cache	5.00%	
O	Memory	C	Chips	7.00%	
O	Memory	D	Compact Flash Memory	2.50%	
O	Memory	E	DIMM Memory	7.00%	
O	Memory	F	Notebook Modules Memory	6.00%	
O	Memory	H	PC Card Memory	2.00%	
O	Memory	I	Printer Module Memory	6.50%	

O	Memory	J	SIMM Memory	6.00%	
O	Memory	K	SmartMedia Memory	4.00%	
O	Memory	L	SRAM Memory	7.00%	
O	Memory	M	Video Memory	5.00%	
O	Memory	N	Memory Stick	1.50%	
O	Memory	O	Compact Flash Accessories	2.50%	
O	Memory	P	Memory Stick Accessories	1.50%	
O	Memory	Q	SmartMedia Memory Accessories	7.00%	
O	Memory	R	PC Card Memory Accessories	3.00%	
O	Memory	T	Secure Digital (SD) Memory Accessories	2.00%	
O	Memory	U	MultiMediaCard (MMC) Memory	7.00%	
O	Memory	V	MultiMediaCard (MMC) Memory Accessories	5.00%	
O	Memory	W	RIMM/RDRAM/Rambus Memory	6.00%	
O	Memory	X	XD Card Memory	6.00%	
S	Peripherals			2.50%	
S	Peripherals	B	MIDI Devices	4.00%	
S	Peripherals	C	Multifunction Cards	3.50%	
S	Peripherals	D	Misc Peripherals	3.00%	
S	Peripherals	E	Signal Convertors	2.50%	
S	Peripherals	F	Sound Cards	5.00%	
S	Peripherals	G	Computer Speakers	5.00%	
S	Peripherals	H	Video Cards	2.50%	
S	Peripherals	I	Video Digitizers	3.50%	
S	Peripherals	J	Video Accelerator Add-On	1.00%	
T	Power			3.50%	
T	Power	A	Power Adapters	4.00%	
T	Power	B	Batteries	5.00%	
T	Power	C	Chargers	5.00%	
T	Power	D	Surge Protectors	6.00%	
T	Power	E	UPS/Battery Backup Devices	3.50%	
T	Power	F	Power Supplies	5.00%	
U	Printers			2.00%	
U	Printers	A	Dry Ink Printers	3.50%	
U	Printers	B	Dye Sublimation Printers	5.00%	
U	Printers	C	Fax Machines	5.00%	
U	Printers	D	Film Printers	7.00%	
U	Printers	E	Dot Matrix Printers	3.50%	
U	Printers	F	Inkjet Printers	3.50%	
U	Printers	G	Label Printers	5.00%	
U	Printers	H	Laser Printers	2.00%	
U	Printers	I	LED Printers	3.00%	
U	Printers	J	Multifunction Printers	3.50%	
U	Printers	K	Plotters	3.50%	
U	Printers	L	Sharing Devices	9.00%	
U	Printers	N	Video Printers	4.00%	
U	Printers	O	Print Servers	5.00%	
V	Service			3.00%	
V	Service	A	Apple	7.50%	
V	Service	D	Compaq	5.00%	
V	Service	E	HP	4.00%	
V	Service	F	IBM	3.00%	
W	Network Security			2.50%	

W	Network Secur	A	Security Appliances	3.00%	
Y	Home Electronics			2.50%	
Y	Home Electror	B	Home Audio	3.00%	
Y	Home Electror	C	Mobile Electronics	3.00%	
Y	Home Electror	D	Portable Audio	2.50%	
Y	Home Electror	E	Pro Audio	5.50%	
Y	Home Electror	F	Video	3.00%	
Z	Computer Supplies & Media			5.00%	
Z	Computer Sup	A	CD Recordable & Optical Media	5.50%	
Z	Computer Sup	B	Tape & Removable Media	5.00%	
Z	Computer Sup	C	Paper	10.00%	
Z	Computer Sup	D	Printer Supplies	6.50%	