Commonwealth of Virginia
Virginia Information Technologies Agency

GATEWAY DESKTOPS, NOTEBOOKS & SERVERS

Optional Use Contract

Date:	October 10, 2006
Contract #:	VA-030801-GATE
Authorized User:	State Agencies, Institutions, and other Public Bodies as defined in the VPPA
Contractor:	Gateway Companies, Inc. 610 Gateway Drive North Sioux City, SD 57049
FIN:	46-0431398
Contact Person:	See page 3
FOB:	Destination
Delivery:	21 Days ARO
Term:	July 27, 2006 – July 26, 2007
Payment:	Net 30 days

For Additional Information, Please Contact:

Technical Information:

Supply Chain Management
Virginia Information Technologies Agency

Doug Crenshaw, VCO
Phone: 804-317-5993
E-Mail: doug.crenshaw@vita.virginia.gov
Fax: 804-371-5969

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.

CONTRACT # VA-030801-GATE

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	To correct Contract Number	07/29/03
2	Update product configurations replacements for E2000 and 400E	11/17/03
3	Update product configurations replacements for M405E	4/29/04
4	Adds additional terms & conditions	7/14/04
5	Changes specifications for Notebooks	9/3/04
6	Equipment Substitution	11/30/04
7	Products Refresh	12/14/04
8	Products Refresh	2/22/05
9	Replace pricing, extends contract & adds warranties	6/3/05
10	Equipment Substitution	9/22/05
11	Mod 11 extends contract term	7/27/06
12	Mod 12 - Equipment refresh and substitution	4/13/06
13	Updates Supplier's contact information	8/21/06
14	Mod 13 – Equipment refresh and substitution	9/1/06
15	Mod 14 – Products Refresh	9/29/06

GATEWAY POINTS OF CONTACT

Contract Administration

Melanie Simpson
Gateway, Inc.
Contract Management Organization
14303 Gateway Place
Poway, CA 92064
Phone: 858-848-3870
Fax: 858-848-3781
Email: Melanie.Simpson@gateway.com

Sales

Scott Comstock
Territory Lead
Phone: 800-211-4952 ext. 25410
Fax: 605-232-2715
Email: Scott.Comstock@gateway.com

Customer Service

Phone: 800-211-4952, Option 2
Email: publicsectorsupport3@gateway.com

All communiqués and faxes to be sent to:

Gateway, Inc.
610 Gateway Drive
North Sioux City, SD 57049
Fax: 605-232-2715

Technical Support

Phone: 800-211-4952, Option 3
Email: www.gateway.com/support

GW Quote #: **10091125**

E-2100-C

Operating System: Microsoft® Windows® XP Professional
AntiVirus Software: Norton AntiVirus 90 day Introductory Offer
Processor: Intel® Celeron® Processor 2.2GHz with 128K Cache
Chipset: Intel® 845GV
Memory: 256MB PC2100 DDR SDRAM (1-256MB Module)
Hard Drive: 40GB Ultra ATA100 5400rpm hard drive
Floppy and/or IOMEGA Drive: 3.5" 1.44MB diskette drive
Optical Drive: 20x min./48x max. CD-ROM drive
Case: 4-bay small form factor case w/ front audio ports and 180-watt power supply
Expansion Slots: 1 PCI
External Ports: (6) USB 2.0 ports (2 front, 4 rear), (1) Serial, (1) Parallel, (2) PS/2, (1) RJ-45 integrated LAN, (1) VGA, (1) audio in/out, (1) microphone, front audio ports
Certification: Energy Star Compliant
Monitor: 17" Color Monitor (15.9" viewable area)
Video: Integrated Intel® Direct AGP Graphics with up to 64MB Dynamic Video Memory Technology
Keyboard: 104+ keyboard
Mouse: Logitech PS/2 Wheel Mouse & Gateway mouse pad
Sound System: Integrated Sound Blaster compatible audio
Speakers: External speakers not selected
Network Adapter: Integrated Intel® PCI 10/100 Twisted Pair Ethernet
Extended Service Plan: 3Yr Parts, Labor, Onsite, Limited HW&SW Tech Support for as long as you own it
LANDesk Software: Intel® LANDesk Client Manager Software v6.3

Configured Price: US $909.00
System Quantity: 1
Total Price: US $909.00 LIST – 40% off of base & 30% off of upgrades Commonwealth price $553

Table 1 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Desktops
Configuration 2

Network Optimized	Business Network Grade	Yes
Processor:	Pentium® 4 Processor	Yes
Chassis	Tower	6 bay Mid Tower with front audio ports
CPU Speed:	2.20GHz, 533FSB	2.4 GHZ, 800 MHz FSB
Cache:	256K	512 K
Memory:	256MB DDR Non-ECC SDRAM, 1 DIMMs	256 MB PC 2700 DDR SDRAM, 1 DIMM
Keyboard:	PS/2 Keyboard, No Hot Keys	104 + Keyboard
Monitors:	17 inch CRT color monitor (16.0	17" CRT
Video Board:	Integrated Video	Integrated
Boot Hard Drive:	40GB EIDE 7200RPM	40 GB 7200 RPM
Floppy Drive:	1.44MB 3.5 Inch Floppy Drive	3.5 Floppy
Operating System:	Windows® XP Professional	Windows XP Pro
Mouse:	PS/2 2-Button Mouse	Logitech PS2 mouse and pad
Network Adapters (NICs):	10/100 Ethernet	10/100/1000 NIC
1st Removable Media:	CD-ROM	CD-ROM
1st Removable Speed	24x	20 x Min /48X Max
I/O Ports	Min of 4, with 2 in front on	2 front 4 back
PCI Slots	Min of 1 open	3 open
Audio Solutions:	Embedded Sound Blaster	Integrated
Speakers:	Internal or External Audio Speaker	GCS300
Documentation:	Resources CD contains	Back up media
Energy Star Label:	Energy Star Label	Energy Star Label
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 year parts & labor, onsite

OEM	Gateway
Model	E4100
Reference	Website
Discount	40.0%

Table 1 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Desktops
Configuration 3

Network Optimized	Business Network Grade	Yes
Processor:	Pentium® 4 Processor	Yes
Chassis	Tower	6 bay Mid Tower with front audio ports
CPU Speed:	2.53GHz, 533FSB	2.6 GHz, 800 MHz FSB
Cache:	512K Cache	512 K Cache
Memory:	512MB DDR Non-ECC SDRAM, 1 DIMMs	512 MB PC3200 DDR SDRAM, 1 DIMM
Keyboard:	PS/2 Keyboard, No Hot	104 + Keyboard
Monitors:	17 inch CRT color monitor	17" CRT
Video Board:	Integrated Video	32 MB NVIDIA GeForce
Boot Hard Drive:	80GB EIDE 7200RPM	80 GB 7200 RPM
Floppy Drive:	1.44MB 3.5 Inch Floppy	3.5 Floppy
Operating System:	Windows® XP Professional	Windows XP Pro
Mouse:	PS/2 2-Button Mouse	Logitech PS2 mouse and pad
Network Adapters (NICs):	10/100 Ethernet	10/100/1000 NIC
1st Removable Media:	CD-RW	CD-RW
1st Removable Speed	24x	48x/24x/48x CDRW
I/O Ports	Min of 4, with 2 in front on	2 front 6 back
PCI Slots	Min of 1 open	4 open
Audio Solutions:	Embedded Sound Blaster	SB Audio PCI 128D
Speakers:	Internal or External Audio	GCS300
Documentation:	Resources CD contains	Back up media
Energy Star Label:	Energy Star Label	Energy Star Label
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 year parts labor and onsite

OEM	Gateway
Model	E6100
Reference	Website
Discount	40.0%

Table 1 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Options

Discount **30%**

Upgrade to Pentium Processor
P4 1.8
Upgrade 1 Processor Speed
P4 2.66
Change to Small Form Factor
Change to Desktop
No Monitor Option
Upgrade to 19" CRT Monitor
Upgrade to 21" CRT Monitor
Upgrade to 15" LCD Monitor
Upgrade to 17" LCD Monitor
Additional 128MB RAM
Additional 256MB RAM
Additional 512MB RAM
Add 56K Modem
Replace mouse with MS Intellimouse
Upgrade to 30GB Hard Drive
Upgrade to 40GB Hard Drive
Upgrade to 80GB Hard Drive
Change from Windows XP to Windows 2000
Upgrade to CDRW Drive
Upgrade to DVD Drive
Upgrade to DVD/CDRW Drive
Add separate 32MB Graphics Accelerator Card
Add separate 64MB Graphics Accelerator Card
Upgrade to 10/100/1000 Card
Upgrade to External Speakers
Add UPS
Upgrade Warranty 4hr Response Time, M-F 8am-6pm
Extend warranty to 4 years
Extend warranty to 5 years

GW Quote #: **0915847**

Gateway M305E

Operating System: Microsoft® Windows® XP Professional
AntiVirus Software: Norton AntiVirus Software 90 day Introductory Offer
Processor: Mobile Intel® Celeron® Processor 2.2GHz with 256K cache
Memory: 256MB DDR SDRAM
Hard Drive: 20GB Ultra ATA hard drive
Floppy Drive: Integrated 1.44MB 3.5" floppy diskette drive
Optical Drive: Integrated 10x min./24x max. CD-ROM
Expansion Slots: One type II, or one type III PC Card Slot
External Ports: (2) USB 2.0, VGA and Parallel
Application Software: Microsoft® Works 7.0
Screen: 14.1" XGA TFT Active Matrix
Video: Integrated Intel® graphics with dynamic video memory technology
Keyboard and Mouse: Full-Sized Keyboard and EZ Pad® Pointing Device
Multimedia Package: Integrated sound and stereo speakers, headphone/speaker jack, and mic jacks
Speakers: External speakers not selected
Battery: Lithium ion battery with AC pack and 1 yr. limited battery warranty
Modem: Integrated V.92 56K Modem
Network Adapter: Integrated Intel® 10/100 Ethernet Adapter
Internet Service Provider: Six months America Online® Internet access
Extended Service Plans: Value Plus Service Plan-3Yr Part/Labor/Onsite/Lifetime Technical Support - NEXT DAY SUPPORT
Carrying Case: Mobile Edge notebook bag

Configured Price: US $1,209.00
System Quantity: 1
Total Price: US $1,209.00 LIST – 30% = $846

Table 2 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Notebooks
Configuration 2

Laptop Type	Business Grade, Network Optimized	Yes
Processor	Mobile Pentium® 4 Processor M	Yes
CPU Speed	2.0GHz-M	2
Cache	256K	256K
Memory:	256MB DDR SDRAM, 1 DIMMS	256 MB SDRAM - 1 Dimm
Hard Drive:	20GB Hard Drive, 5400 RPM	20 GB Hard Drive, 5400 RPM
Dedicated Video Memory	None	Intel Integrated Graphics
Operating System:	Windows® XP Professional Version with	XP Pro
Modem:	Internal 56K Modem	Integrated 56K Modem
Network Card	10/100 Ethernet Connector	Integrated 10/100 NIC
Wireless Communications	None	None
Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	Integrated Floppy
Fixed Optical Device Options :	CD-ROM Drive	Integrated CDROM
Fixed Optical Device Speed	24X	24x
Display:	14.1in XGA Display	14.1 XGA
Battery Type	Lithium-Ion	High Capacity Lithium Ion Battery
Minimum Battery Life	3hrs	3.5 to 4 hours
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 years parts labor and onsite (Next Business Day)
Carrying Case	No Carrying Case	None
Weight in lbs	Please Specify	6.17 Lbs
Other	Please Specify	3 Spindle unit

OEM	Gateway
Model	400E
Reference	Website
Discount	30.0%

Table 2 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Notebooks
Configuration 3

Laptop Type	usiness Grade, Network Optimiz	Yes
Processor	Mobile Pentium® 4 Processor	Yes
CPU Speed	2.2GHz-M	2.2
Cache	512K	512K
Memory:	512MB, SDRAM, 1 DIMMS	512MB - 1 dimm
Hard Drive:	30GB Hard Drive, 5400 RPM	30 Gig Hard Drive, 5400 RPM
Dedicated Video Memory	None	None
Operating System:	Windows® XP Professional	XP Pro
Modem:	Internal 56K Modem	Integrated 56K Modem
Network Card	10/100 Ethernet Connector	Integrated 10/100 NIC
Wireless Communications	None	None
Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	Modular
Fixed Optical Device Options	CD-RW Drive	Modular 24X CDRW & 8x DVD combo
Fixed Optical Device Speed	24X	combo
Display:	15.0in XGA Display	15" XGA
Battery Type	Lithium-Ion	High-Capacity Lithium Ion Battery
Minimum Battery Life	3hrs	3 hours
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 years parts labor and onsite(Next Business Day)
Carrying Case	No Carrying Case	None
Weight in lbs		8 Lbs
Other		3 spindle unit

OEM	Gateway
Model	600E
Reference	Website
Discount	30%

Table 2 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Notebooks
Configuration 4

Laptop Type	Business Grade, Network Optimized	Yes
Processor	Intel Pentium M	Intel Pentium
CPU Speed	1.4 GHz	1.4 GHz
Cache	1MB	1MB
Memory:	512MB, SDRAM, 1 DIMMS	512 MB - 1 dimm
Hard Drive:	30GB Hard Drive, 5400 RPM	30 Gig Hard Drive, 5400 RPM
Dedicated Video Memory	None	none
Operating System:	Windows® XP Professional Version with CD	XP Pro
Modem:	Internal 56K Modem	Modem
Network Card	10/100 Ethernet Connector	Integrated 10/100 NIC
Wireless Communications	Integrated 802.11b Wireless	Integrated 802.11 B
Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	Modular
Fixed Optical Device Options	CD-RW Drive	Modular 24X CDRW & 8x DVD combo
Fixed Optical Device Speed	24X	DVD combo
Display:	14.0in XGA Display	14" XGA
Battery Type	Lithium-Ion	High-Capacity Lithium Ion Battery
Minimum Battery Life	3hrs	4.5 hours
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 years parts labor and onsite(Next Business Day)
Carrying Case	No Carrying Case	None
Weight in lbs		5.7 Lbs
Other		2 spindle unit

OEM	Gateway
Model	450E
Reference	Website
Discount	30%

TAble 2 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Options

Discount **30%**

Upgrade to Pentium Processor *(Specify Below)*
Upgrade to P4 2.0
Upgrade 1 Processor Speed *(Specify Below)*
Upgrade to a P4 2.4 GHz
Additional 128MB RAM
Additional 256MB RAM
Additional 512MB RAM
Add 17" CRT Monitor
Add 19" CRT Monitor
Add 21" CRT Monitor
Upgrade to 30GB Harddrive
Upgrade to 40GB Harddrive
Upgrade to 60GB Harddrive
Upgrade to 802.11b Wireless LAN Card
Upgrade to 802.11b Integrated Wireless
Upgrade to CD-RW Drive
Upgrade to DVD Drive
Upgrade to DVD/CDRW Drive
Add Port Replicator
Add Docking Station
Upgrade to SXGA Display
Additional Battery (same specs as the one in base config)
Change from Windows XP to Windows 2000
Add Nylon Carrying Case
3-yr Asset Tracking
Reduce warranty to 1 year
Reduce warranty to 2 years
Extend warranty to 4 years
Extend standard warranty to 5 years
Upgrade Warranty 4hr Response Time, M-F 8am-6pm

Table 3
Attachment "A"
Contract VA-030801-GATE

Gateway Off-Spec

OEM	Product Category	Index Used	State and Local Governme nt	Education	Comment s
ABC Comp	Desktop, Product Line A	Web-price	59%	80%	
Gateway	E2000 Series	Web-price	10%	10%	
Gateway	E4000 Series	Web-price	10%	10%	
Gateway	E6000 Series	Web-price	10%	10%	
Gateway	400E Series	Web-price	10%	10%	
Gateway	450E Series	Web-price	10%	10%	
Gateway	600E Series	Web-price	10%	10%	
Gateway	200E Series	Web-price	10%	10%	
Gateway	300 Series	Web-price	1%	1%	
Gateway	500 Series	Web-price	3%	3%	
Gateway	700 Series	Web-price	3%	3%	
Gateway	Server 980	Web-price	9%	9%	
Gateway	Server 975	Web-price	9%	9%	
Gateway	Server 960	Web-price	9%	9%	
Gateway	Server 955	Web-price	9%	9%	
Gateway	Server 920	Web-price	9%	9%	
Gateway	Profile 4 All-in-One	Web-price	9%	9%	
Gateway	Tablet PC	Web-price	6%	6%	
Gateway	On-line Training Subscriptions	Web-price	10%	10%	12 month subscription per user
Gateway	Gateway Projectors	Web-price	5%	5%	
Gateway	Plasma Display/TV	Web-price	5%	5%	
Gateway	Accessory Store	Web-price	3%	3%	
RiverDeep	K-12 Student Software	Web-price	9%	9%	Nationally recognized Instruction
Gateway	Wireless Carts	Web-price	10%	10%	For Gateway notebooks

Table 4
Attachment "A" Contract VA-030801-GATE

Gateway Servers

	Configuration 1		Configuration 2	
Number of U's	1	1	2	2
Chassis	Rack	Rack	Rack	Rack
Max. # of Processors	2	2	2	2
Included # of Processors	1	1	1	1
CPU Speed:	Intel Pentium III 1.13GHz	Xeon 1.8 GHz	Intel Xeon, 1.8GHz	2.0 GHz Xeon
L2 Cache size	512K	512K cache	512K	512k
Max Memory	4GB	12 GB	6GB	12GB
Included Memory	512MB	512MB	1GB	1 GB
# of Drives	2	3	3	7
# Drives Included	2	2	3	3
Hard Disk Capacity/Drive	18 GB	36 GB	36 GB	36 GB
Hard Drive Speed	10K RPM	10K RPM	10K RPM	10K RPM
Max Internal Capacity	438 GB	438 GB	438 GB	1.02 TB
# Externally Accessible Drives	1	1	2	2
Primary Controller	RAID 0, Dual Channel	Raid 5 Dual Channel	RAID 5, Dual Channel	Raid 5 Dual Channel
Network Card	Dual on board NICs, at least one with support for load balancing and failover	10/100/1000 & 10/100	Dual on board NICs, at least one with support for load balancing and failover	10/100/1000 & 10/100
Fixed Optical Device	CD-ROM Drive	CD-ROM	CD-ROM Drive	CD-ROM
Optical Drive Speed	24X	24x	24X	24x
# of PCI Slots	2 Total	1 full height, 1 low profile	3-4 Total	3 full height, 3 low profile
Remote Management Card	Yes, included	AMI Mega Rac	Yes, included	AMI Mega Rac
Operating System	None	None	None	None
Deployment Rails	Included	Included	Included	Included
Warranty	3 YR Parts & Labor, NBD	3 yrs Parts & Labor, NBD	3 YR Parts & Labor, NBD	3 yrs Parts & Labor, NBD

OEM	Gateway	Gateway
Model	955 Server	975 Server
Reference	website	website
Discount	16.7%	28.4%

Table 4 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Servers
Configuration 3

Number of U's	4	4
Chassis	Rack	Rack
Max. # of Processors	4	4
Included # of Processors	1	1
CPU Speed:	Intel Xeon, 1.8GHz	Xeon 2.0 GHz
L2 Cache size	1MB	1MB
Max Memory	10GB	24 GB
Included Memory	2GB	2 GB
# of Drives	4	5
# of Drives Included	4	4
Hard Disk Capacity/Drive	36GB	36 GB
Hard Drive Speed	10K RPM	10K RPM
Max Internal Capacity	584 GB	730 GB
# Externally Accessible Drives	2	2
Primary Controller	RAID 5, Dual Channel	RAID 5, Dual Channel
Network Card	Dual on board NICs, at least one with	10/100/1000 & 10/100
Fixed Optical Device	CD-ROM Drive	CD-ROM
Optical Drive Speed	24X	24x
# of PCI Slots	6 Total	8
Remote Management Card	Yes, included	AMI Mega Rac
Operating System	None	None
Deployment Rails	Included	Included
Warranty	3 YR Parts & Labor, NBD	3 yrs Parts & Labor, NBD

OEM	Gateway
Model	995 Server
Reference	website
Discount	25.9%

Table 4 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Discounts

Discount **24%**

Change from rack to tower chassis
2nd Processor Option Kit - Same Speed
Additional 128MB RAM
Additional 256MB RAM
Additional 512MB RAM
Additional 1GB RAM
Increase each disk capacity to 36GB, 10K RPM, SCSCI Hot Plug
Increase each disk capacity to 73GB, 10K RPM, SCSCI Hot Plug
Increase each disk capacity to 146GB, 10K RPM, SCSCI Hot Plug
Increase each drive speed to 15K RPM
Increase each disk capacity to 36GB, 15K RPM, SCSCI Hot Plug
Increase each disk capacity to 73GB, 15K RPM, SCSCI Hot Plug
Remove Deployment Rails
Internal DLT Tape Drive (40 GB/80 GB)
External SDLT Tape Drive (110 GB/220 GB)
Add CDRW Drive
Add DVD Drive
Add DVD/CDRW Drive
Gigabit Network Connection
Monitor Media and Documentation
Linux Option
Upgrade Warranty 4hr Response Time, M-F 8am-6pm
Upgrade Warranty to 4hr Response Time, 7x24
Add Operating System
Remove Remote Management Card
Upgrade from SCSI to Fibre Channel

MODIFICATION #14
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, INC.

This MODIFICATION #14 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Gateway Companies, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #14 is hereby incorporated into and made an integral part of Contract VA-030801-GATE (the Agreement), as modified.

The purpose of this Modification #14 is to refresh the Contract products in accordance with the Master Agreement VA-030801-GATE, Attachment A, Technology Refresh.

Current System	Revised (Substituted) System
E2500	E2600
E4500	E4610

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: _____

NAME: Duane Wichman

TITLE: Manager, Contracts

DATE: 9/28/06

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: GREGORY SCEARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 9-25-06

Gateway.

Account Executive: Scott Comstock
Phone: 800 779 2000 Ext 25410

COV Product Update 2500 to 2600
GW Quote #: **0920027**
Quote Date: **09/20/06 10:59 CDT**

E-2600D

Part Number: 1008790
Operating System: Genuine Microsoft® Windows® XP Professional Edition (SP2)
Operating System Software Backup Media: Genuine Microsoft® Windows® XP Professional (SP2) Backup CD
Drivers Backup Media: E-2600 Drivers and Application Backup Media
Security Software: Symantec Client Security 3.0 90-day subscription
Manageability Software: Gateway System Manager
Processor: Intel® Pentium® 4 Processor 531 (3.00GHz, 800MHz FSB, 1MB L2 cache)
Chipset: ATI® Xpress 200 Chipset
Memory: 256MB DDR2 PC4200 533MHz SDRAM (1-DIMM)
Expansion Slots: 2 PCI Slots, 1 PCI-Express x1, 1 PCI-Express x16, 2 PCI Slots, 1 PCI-Express x1, 1 PCI-Express x16, 2 PCI Slots, 1 PCI-Express x1, 1 PCI-Express x16, 2 PCI Slots, 1 PCI-Express x1, 1 PCI-Express x16
Controller Card: Integrated ultra ATA100 and serial ATA150 controllers
Hard Drive: 40GB Serial ATA150 7200rpm hard drive w/ 2MB cache
Floppy Drive: Not Selected
Optical Drive: 20x min./48x max. CD-ROM drive
Case: 6-bay micro-BTX mid-tower case w/ front audio ports and 305-watt power supply
Expansion Slots: 2 PCI Slots, 1 PCI-Express x1, 1 PCI-Express x16, 2 PCI Slots, 1 PCI-Express x1, 1 PCI-Express x16, 2 PCI Slots, 1 PCI-Express x1, 1 PCI-Express x16, 2 PCI Slots, 1 PCI-Express x1, 1 PCI-Express x16
External Ports: (6) USB 2.0 ports (2 front, 4 rear), (1) Serial, (1) Parallel, (2) PS/2, (1) RJ-45 integrated LAN, (1) VGA, (1) audio in/out, (1) microphone, front headphone ports
Certification: Energy Star® compliant
Monitor: FPD1565 15" Black LCD Analog/Digital Flat Panel Display
Recycling Fee: My order is not shipping to California - no recycling fee required
Video: Integrated ATI Radeon® Xpress 200 Graphics with up to 128MB shared memory
Keyboard: Gateway 104+ Keyboard (PS/2)
Mouse: Gateway PS/2 Wheel Mouse & mouse pad
Sound System: Integrated High Definition Audio - Realtek ALC655
Speakers: External speakers not selected
Network Adapter: Integrated 10/100/1000 Twisted Pair Ethernet
Extended Service Plan Including Limited Warranty: Desktop Value Plus Service Plan -- 5 year part/labor/NBD on-site/5 year technical support
Additional Software: Adobe® Acrobat Reader® 7.0 and Google Toolbar
Standard Training: Microsoft® Office Learn with Gateway

List Price: $1,097 COV contact price: $664

Gateway.

Account Executive: Scott Comstock
Phone: 800 779 2000 Ext 25410

Attention: E4500 to E4610 transition
GW Quote #: **0927021**
Quote Date: **09/27/06 10:08 CDT**

E-4610D

Part Number: 1009067
Operating System: Genuine Microsoft® Windows® XP Professional Edition (SP2)
Operating System Software Backup Media: Genuine Microsoft® Windows® XP Professional (SP2) Backup CD
Drivers Backup Media: E-4610 Drivers and Application Backup Media
Application Software: Microsoft® Works 8.5
Security Software: Symantec Client Security 3.0 90-day subscription
Manageability Software: Gateway System Manager
Processor: Intel® Core™2 Duo E6300 (1.86GHz 1066MHz FSB 2MB cache, non-HT)
Chipset: Intel® Q965 Chipset with DDR2 and Intel® Core™ Duo support
Trusted Platform Module: TPM - Embedded security chip for user authentication and data protection (version 1.2 ready)
Memory: 1024MB PC5300 dual-channel DDR2 667MHz SDRAM (2-512MB modules)
Expansion Slots: 1 PCI-E x 16, 1 PCI-E x 1, and 2 Full Height, Full Length PCI Slots, 1 PCI-E x 16, 1 PCI-E x 1, and 2 Full Height, Full Length PCI Slots, 1 PCI-E x 16, 1 PCI-E x 1, and 2 Full Height, Full Length PCI Slots, 1 PCI-E x 16, 1 PCI-E x 1, and 2 Full Height, Full Length PCI Slots
Controller Card: Integrated Ultra ATA100 and Serial ATA II/300 controllers
Hard Drive: 80GB Serial ATA II/300 7200rpm hard drive w/ 8MB cache
Floppy Drive: Not Selected
Optical Drive: 48x/32x/48x CD-RW/DVD combo drive
Case: 6-Bay Micro-BTX Case
Expansion Slots: 1 PCI-E x 16, 1 PCI-E x 1, and 2 Full Height, Full Length PCI Slots, 1 PCI-E x 16, 1 PCI-E x 1, and 2 Full Height, Full Length PCI Slots, 1 PCI-E x 16, 1 PCI-E x 1, and 2 Full Height, Full Length PCI Slots, 1 PCI-E x 16, 1 PCI-E x 1, and 2 Full Height, Full Length PCI Slots
External Ports: (8) USB 2.0 (2 Front and 6 Rear), (2) PS/2, (1) RJ-45 Integrated LAN, (1) Microphone, (1) Headphone, (3) Rear Audio, (1) VGA, (1) DVI
Additional External Ports: No Parallel or Serial Port Selected
Certification: Energy Star® compliant
Monitor: Not Selected
Recycling Fee: My order is not shipping to California - no recycling fee required
Video: Integrated Intel® GMA 3000 Graphics
Keyboard: Gateway 104+ Keyboard (PS/2)
Mouse: Gateway PS/2 Wheel Mouse & mouse pad
Sound System: Integrated Sound Blaster compatible audio
Speakers: External speakers not selected
Network Adapter: Integrated Intel® 10/100/1000 Twisted Pair Ethernet
Extended Service Plan Including Limited Warranty: Desktop Value Plus Service Plan -- 5 year part/labor/NBD on-site/5 year technical support
Additional Software: Adobe® Acrobat Reader® 7.0 and Google Toolbar
Standard Training: Not Selected

List Price: $1,322 **Commonwealth Price: $793**

MODIFICATION #13
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #13 is to refresh the Contract products in accordance with the Master Agreement VA-030801-GATE, Attachment A, Technology Refresh.

Current System	Revised (Substituted) System
M405E	M255E
E6500	E6610
9415	9715

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: [signature]

NAME: Duane Wichman

TITLE: Manager, Contracts

DATE: 8/30/06

COMMONWEALTH OF VIRGINIA

BY: Doug Crenshaw

NAME: Doug Crenshaw

TITLE: Strategic Sourcing mgr

DATE: 9/1/06

Gateway.

Account Executive: Scott Comstock
Phone: 800 211 4952 Ext 25410

GW Quote #: **0815014**
Quote Date: **08/15/06 9:39 CDT**

Gateway M255-E New LT config #1

Part Number: 1008801
Operating System: Genuine Microsoft® Windows® XP Professional Edition (SP2)
Operating System Software Backup Media: Genuine Microsoft® Windows® XP Professional (SP2) Backup CD
Drivers Backup Media: M255 Drivers and Applications CD
Application Software: Microsoft® Works 8.5
Security Software: Symantec Client Security 3.0 90-day complimentary subscription
Processor: Intel® Core™ Duo Processor T2300E (1.66 GHz, 667MHz FSB, 2MB L2 Cache)
Mobile Technology: Features Intel® Centrino® Duo Mobile Technology
Trusted Platform Module: TPM - Embedded security chip for user authentication and data protection (version 1.2 ready)
Memory: 512MB 533MHz DDR2 SDRAM (2-256MB modules)
Hard Drive: 40GB 5400rpm Serial ATA hard drive
Floppy Drive: 7-in-1 media card reader (Memory Stick®, MemoryStick Pro®, MultiMediaCard™, Secure Digital™, xD-Picture Card, Mini Secure Digital®, RS-Multimedia Card™)
Optical Drive: Modular 24x CD-ROM Drive
Expansion Slots: One type II PC card slot
External Ports: (4) USB 2.0, VGA, S-Video (TV Out), IEEE 1394 (FireWire)
Smart Card Reader: Integrated Smart Card Reader
Recycling Fee: My order is not shipping to California - no recycling fee required
Screen: 14.1" WXGA TFT Active Matrix (1280 x 800 max. resolution)
Video: Integrated Intel Graphics Media Accelerator 950
Keyboard and Mouse: Full-size keyboard and EZ Pad® pointing device
Multimedia Package: Integrated sound and stereo speakers, headphone/speaker jack, and microphone jacks
Speakers: External speakers not selected
Battery: Primary 6-cell lithium-ion battery with AC pack and 1 yr. limited battery warranty
Additional Battery: Not Selected
Modem: Integrated V.92 56K modem
Network Adapter: Integrated Intel® 10/100/1000 Ethernet adapter
Integrated Wireless Networking Adapter: Integrated Intel® 802.11a/b/g wireless networking card
Extended Service Plan Including Limited Warranty: Notebook Total Protection Plan -- 3 year part/labor/NBD on-site/3 year technical support w/ 3 year ADP
Additional Software: Adobe® Acrobat Reader® 7.0
Carrying Case: Targus® Mobile Professional Case (fits 15.4" screens)
Replicator: Not Selected

Delivered List Price: $1,543

Commonwealth Contract Price: $1,080

Gateway.

Account Executive: Scott Comstock

E-6500 to E-6610 revision

GW Quote #: **0822009**
Quote Date: **08/22/06 10:24 CDT**

E-6610D

Part Number: 1009025
Operating System: Genuine Microsoft® Windows® XP Professional Edition (SP2)
Operating System Software Backup Media: Genuine Microsoft® Windows® XP Professional (SP2) Backup CD
Drivers Backup Media: E-6610 Drivers and Application Backup Media
Security Software: Symantec Client Security 3.0 90-day subscription
Manageability Software: Gateway System Manager
Processor: Intel® Core™2 Duo E6300 (1.86GHz 1066MHz FSB 2MB cache, non-HT)
Chipset: Intel® 975X Chipset with DDR2 and Intel® Core™ Duo support
Trusted Platform Module: TPM - Embedded security chip for user authentication and data protection (version 1.2 ready)
Memory: 1024MB PC5300 dual-channel DDR2 667MHz SDRAM (2-512MB modules)
Controller Card: Integrated Ultra ATA100 and Serial ATA II/300 controllers
Hard Drive: 80GB Serial ATA II/300 7200rpm hard drive w/ 8MB cache
Floppy Drive: Not Selected
Optical Drive: 16x Double-Layer Multi-Format DVD±/R±RW/CD-R/RW recorder
Case: 7-bay BTX tower case w/ 400-watt, dual-voltage power supply
Expansion Slots: 1 PCI-E x 16, 1 PCI-E x 4, and 2 Full Height, Full Length PCI Slots
External Ports: (6) USB 2.0 (2 in front and 4 in back), (3) IEEE 1394 Firewire (2 in front and 1 in back), (1) Serial, (1) Parallel, (2) PS/2, (1) RJ-45 Integrated LAN, (1) Microphone, (1) Headphone, (5) Rear Audio
Certification: Energy Star® compliant
Monitor: Monitor not selected
Recycling Fee: My order is not shipping to California - no recycling fee required
Video: ATI x1300 Ultra Video Card with 128M dual DVI & TV-Out
Keyboard: Gateway 104+ Keyboard (PS/2)
Mouse: Gateway PS/2 Wheel Mouse & mouse pad
Sound System: Integrated Sound Blaster compatible audio
Speakers: External speakers not selected
Network Adapter: Integrated Intel® 10/100/1000 Twisted Pair Ethernet
Extended Service Plan Including Limited Warranty: Desktop Value Plus Service Plan -- 5 year part/labor/NBD on-site/5 year technical support
Additional Software: Adobe® Acrobat Reader® 7.0 and Google Toolbar
Standard Training: Microsoft® Office Learn with Gateway

Configured List Price: US $1,522

Commonwealth Contract Price: $913

Gateway.

Account Executive: Scott Comstock
Phone: 800 211 4952 Ext 25410

GW Quote #: **0815025.02**
Quote Date: **08/16/06 8:39 CDT**

Gateway 9715

Part Number: 1111111
Operating System: No operating system selected
Processor: (2) Intel® 3.66 GHz Xeon® MP w/ 1MB Level 2 Cache
Memory: 4GB 400-MHz DDR2 ECC SDRAM (16x256MB modules) Single Rank
Memory Cards: Base system includes 1 Memory Card (Supports 4-DIMMs)
Chassis Type: 6U Rackmount Chassis with Pedestal Convertible Option
Power Supply: Dual 1570W 1+1 Redundant, Hot-Swap Power Supplies, included standard
Gateway Systems Manager (GSM): Gateway Server Management Software
Remote Management Controller: Intel® Management Module Pro2
Integrated Storage Controller: Integrated dual channel Ultra320 SCSI with 1 internal (supports embedded RAID 1)
Hard Drive: (Total 3) 146GB Ultra320 SCSI SCA 10K rpm hot swappable hard drives
Tape Backup Unit: Not Selected
Floppy Drive: USB Floppy Drive (6618506)
Optical Drive: 20x/48x DVD-ROM
Local Control Display: Standard Button Control Panel
Video: Integrated PCI Graphics - 16MB
Keyboard: Gateway 104+key Keyboard (USB)
Mouse: Gateway 2-Button USB Optical Wheel Mouse
Fan: Six Redundant, 5+1, Hot-Swap cooling fans
Network Card: Dual Integrated PCI 10/100/1000 Twisted Pair Ethernet
Gateway Enterprise Products Guarantee: If for any reason you aren't completely satisfied with your Gateway® Server or Storage product, you can return it within 90 days of purchase
Extended and On-Site Service Programs: 5Yr parts, labor, 5Yr/2 hour on-site 7X24, 5Yr HW tech support (not available in remote areas)
Network Operating System Support: 5-year Network Operating System (NOS) support for Gateway purchased Microsoft Server OS
Rack Accessories: Tool-less Rack Rail and CMA Kit (1533917) - Required to rackmount the Gateway 9715 Server
Adapter: Not Selected

Delivered Price (including S&H): US $10,743

Commonwealth Contract Price: $7950

MODIFICATION #12
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #12 is to refresh the Contract products in accordance with the Master Agreement VA-030801-GATE, Attachment A, Technology Refresh.

Current System	Revised (Substituted) System
M680E	M685E
M460E	M465E

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: [signature]

NAME: Eugene Wichman

TITLE: Manager, Contracts

DATE: 4/11/06

COMMONWEALTH OF VIRGINIA

BY: [signature]

NAME: Doug Crenshaw

TITLE: Strategic Sourcing Mgr

DATE: 4/13/06

Gateway.

Company Name: **State of Virginia VA-030801-GATE**
GW Quote #: **0404686**
Quote Date: **04/04/06 14:04 CDT**

Gateway M685-E

System Quote

Part Number: 1008638
Operating System: Microsoft® Windows® XP Professional Edition (SP2)
Operating System Software Backup Media: Microsoft® Windows® XP Professional (SP2) Backup CD
Drivers Backup Media: M465/M685 Drivers and Applications CD
Application Software: Microsoft® Works 8.0
Security Software: Symantec Client Security 90 day introductory offer
Processor: Intel® Core™ Duo Processor T2300 (1.66 GHz, 667MHz FSB, 2MB L2 Cache)
Mobile Technology: Features Intel® Centrino® Duo Mobile Technology
Trusted Platform Module: TPM - Embedded security chip for user authentication and data protection (version 1.2 ready)
Memory: 512MB 533MHz DDR2 SDRAM (2-256MB modules)
Hard Drive: 80GB 5400rpm Serial ATA hard drive
Floppy Drive: 6-in-1 media card reader (Memory Stick®, MemoryStick Pro®, MultiMediaCard™, Secure Digital™, Mini Secure Digital®, RS-Multimedia Card™)
Optical Drive: Integrated 24x/10x/24x CD-RW / 8x DVD combo
Expansion Slots: One type II PC card slot
External Ports: (4) USB 2.0, VGA, S-Video (TV Out), IEEE 1394 (FireWire)
Recycling Fee: My order is not shipping to California - no recycling fee required
Screen: 17" WXGA TFT Active Matrix (1440 x 900 max. resolution)
Video: NVIDIA GeForce Go 7600 Graphics w/ 128MB DDR Video Memory
Keyboard and Mouse: Full-size keyboard w/ integrated 10-key pad and EZ Pad® Pointing Device
Multimedia Package: Integrated sound and stereo speakers, headphone/speaker jack, and mic jacks
Speakers: External speakers not selected
Battery: Primary 8-cell Lithium ion battery with AC pack and 1 yr. limited battery warranty
Modem: Integrated V.92 56K modem
Network Adapter: Integrated Intel® 10/100/1000 Ethernet Adapter
Integrated Wireless Networking Adapter: Integrated Intel® 802.11a/b/g wireless networking card
Extended Service Plan Including Limited Warranty: Notebook Total Protection Plan -- 4 year part/labor/NBD on-site/4 year technical support w/ 4 year ADP
Additional Software: Adobe® Acrobat Reader® 7.0
Carrying Case: Not Selected
Replicator: Gateway Port Replicator w/ AC Adapter

Configured Price (including S&H): US $2,203.00
State of Virginia Price: $1542.00 each delivered

Comments:
When placing your order, please attach this quote to your purchase order.
A copy of this quote will be held for a period of 90 days after 04/04/2006

Quote subject to terms of Contract VA-030801-GATE. Service agreements are issued and performed by third parties and may not be available in all locations. Accidental Damage Protection not available in all states. If purchased, on-site service technician will be sent if necessary, following phone-based troubleshooting. Availability varies. YOU WILL BE CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS. All offers valid in US only and are subject to change without notice or obligation. Not combinable with any other offer. © 2005 Gateway, Inc. All rights reserved. Trademarks used here in are trademarks or registered trademarks of Gateway, Inc. in the United States and other countries. All other brands and product names are trademarks or registered trademarks of their respective companies. See important Microsoft activation requirements at http://www.gateway.com/ms-reg

Gateway.

Company Name: **State of Virginia VA-030801-GATE**
GW Quote #: **0404680**
Quote Date: **04/04/06 14:01 CDT**

Gateway M465-E

System Quote

Part Number: 1008637
Operating System: Microsoft® Windows® XP Professional Edition (SP2)
Operating System Software Backup Media: Microsoft® Windows® XP Professional (SP2) Backup CD
Drivers Backup Media: M465/M685 Drivers and Applications CD
Application Software: Microsoft® Works 8.0
Security Software: Symantec Client Security 90 day introductory offer
Processor: Intel® Core™ Duo Processor T2300 (1.66 GHz, 667MHz FSB, 2MB L2 Cache)
Mobile Technology: Features Intel® Centrino® Duo Mobile Technology
Trusted Platform Module: TPM - Embedded security chip for user authentication and data protection (version 1.2 ready)
Memory: 512MB 533MHz DDR2 SDRAM (2-256MB modules)
Hard Drive: 40GB 5400rpm Serial ATA hard drive
Floppy Drive: 6-in-1 media card reader (Memory Stick®, MemoryStick Pro®, MultiMediaCard™, Secure Digital™, Mini Secure Digital®, RS-Multimedia Card™)
Optical Drive: Modular 24x/10x/24x CD-RW / 8x DVD combo
Expansion Slots: One type II PC card slot
External Ports: (4) USB 2.0, VGA, S-Video (TV Out), IEEE 1394 (FireWire)
Recycling Fee: My order is not shipping to California - no recycling fee required
Screen: 15.4" WXGA TFT Active Matrix (1280 x 800 max. resolution)
Video: Integrated Intel Graphics Media Accelerator 950
Keyboard and Mouse: Full-Size Keyboard and EZ Pad® Pointing Device
Multimedia Package: Integrated sound and stereo speakers, headphone/speaker jack, and mic jacks
Battery: Primary 6-cell Lithium ion battery with AC pack and 1 yr. limited battery warranty
Modem: Integrated V.92 56K modem
Network Adapter: Integrated Intel® 10/100/1000 Ethernet Adapter
Integrated Wireless Networking Adapter: Integrated Intel® 802.11a/b/g wireless networking card
Extended Service Plan Including Limited Warranty: Notebook Total Protection Plan -- 4 year part/labor/NBD on-site/4 year technical support w/ 4 year ADP
Additional Software: Adobe® Acrobat Reader® 7.0
Carrying Case: Not Selected
Replicator: Gateway Port Replicator w/ AC Adapter

Configured List Price (including S&H): US $1,903.00
State of Virginia Price: $1332.00 each delivered

Comments:

When placing your order, please attach this quote to your purchase order.
A copy of this quote will be held for a period of 90 days after 04/04/2006

Quote subject to terms of Contract VA-030801-GATE. Service agreements are issued and performed by third parties and may not be available in all locations. Accidental Damage Protection not available in all states. If purchased, on-site service technician will be sent if necessary, following phone-based troubleshooting. Availability varies. YOU WILL BE CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS. All offers valid in US only and are subject to change without notice or obligation. Not combinable with any other offer. © 2005 Gateway, Inc. All rights reserved. Trademarks used here in are trademarks or registered trademarks of Gateway, Inc. in the United States and other countries. All other brands and product names are trademarks or registered trademarks of their respective companies. See important Microsoft activation requirements at http://www.gateway.com/ms-reg

MODIFICATION #11
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #11 is to document both parties' agreement to extend the term of this contract for one year, from July 27, 2006 through July 26, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.	COMMONWEALTH OF VIRGINIA
BY:	BY:
NAME: Duane Wichman	NAME:
TITLE: Manager, Contracts	TITLE: Strategic Sourcing Mgr
DATE: 4/4/06	DATE: 4/5/06

MODIFICATION #10
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #10 is to refresh the Contract products in accordance with the Master Agreement VA-030801-GATE, Attachment A, Technology Refresh.

Current System	Revised (Substituted) System
E2300	E2500D
E4300	E4500D
E6300	E6500D

Gateway will continue to offer the E2300, E4300, and E6300 at the current contract price until December 1, 2005, or while supplies last.

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: _____

NAME: Duane Wichman

TITLE: Manager, Contracts

DATE: 9/20/05

COMMONWEALTH OF VIRGINIA

BY: _____
Doug Crenshaw

NAME: Strategic Sourcing Mgr

TITLE: _____

DATE: 9/22/05

MODIFICATION #9
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #9 is to make the following changes to the Contract:

Reference Table 3, Attachment "A", "Gateway Off-Spec", make the following changes:

Off-Spec Product Line	Current Discount	Revised Discount
Gateway E-Series Desktop	10%	15%
Gateway Business Portable	9%	15%
Gateway Convertible Tablet	6%	15%
Gateway Business Profile	9%	15%
Gateway Server & Server Access.	9%	15%

Reference: Item #40, "Term":

Both above-referenced parties hereby agree to extend the term of Contract VA-030801-GATE from July 28, 2005 through July 27, 2006.

Reference: Item 73, "Warranty"

Both above-referenced parties agree to add the warranties listed in the attachment "Gateway Warranties After point of Sale" to the contract Pricing is as stated in that attachment.

ALL OTHER CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: _____

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Duane Wichman

TITLE: Manager, Contracts

DATE: 5/27/05

NAME: Doug Crenshaw

TITLE: Senior Sourcing Consultant

DATE: 6/6/05

Business E-Series Warranties After Point of Sale

Extended Service Plans		Value Plus	Total Protecton
Components	Parts Warranty	X	X
	Factory Labor	X	X
	Tech Support	X	X
	Onsite	X	X
	GPA		X
		w/in 1 Yr. of Purchase	w/in 1 Yr. of Purchase
E-Series	3 Year	Std	$99
	4 Year	$99	$218
	5 Year	$199	$348
		w/in 1 Yr. of Purchase	w/in 1 Yr. of Purchase
E-Series Special (1yr. Standard)	1 Year	Std	$39
	3 Year	$119	$218
	4 Year	$219	$338
	5 Year	$299	$448

GPA - Gateway Priority Access ensures the fastest possible diagnostics and repair of your PC should anything go wrong. GPA offers a dedicated toll free number with no menus and a guarantees speed of answer of 30 seconds or less. GPA also offers guaranteed next business day parts and on-site service. By reducing any down time, Gateway helps save your company time and money!

Business Notebook Warranties After Point of Sale

Extended Service Plans		Value	Value Plus	Total Protecton
Components	Parts Warranty	X	X	X
	Factory Labor	X	X	X
	Tech Support	X	X	[illegible]
	Onsite		X	X
	ADP			[illegible]

		w/in 1 Year	w/in 1 Year	w/in 1 Year
M305/M405	1 Year	Std	$69.99	$179.99
	3 Year	$139.99	$189.99	$309.99
	4 Year	$199.99	$279.99	$379.99
	5 Year	$259.99	$349.99	$479.99

		w/in 1 Year	w/in 1 Year	w/in 1 Year
200/400/450/M350	1 Year	Std	$79.99	$189.99
	3 Year	$159.99	$209.99	$329.99
	4 Year	$209.99	$289.99	$389.99
	5 Year	$269.99	$359.99	$489.99

		w/in 1 Year	w/in 1 Year	w/in 1 Year
M320/M520 (90 day Standard)	90 day	Std	N/A	N/A
	1 Year	$69.99	$149.99	$259.99
	3 Year	$159.99	$209.99	$319.99
	4 Year	$209.99	$289.99	$389.99

		w/in 1 Year	w/in 1 Year	w/in 1 Year
M320/M520 (1 yr. Standard)	1 Year	Std	$79.99	$189.99
	3 Year	$159.99	$209.99	$329.99
	4 Year	$209.99	$289.99	$389.99
	5 Year	$269.99	$359.99	$489.99

			w/in 1 Year	w/in 1 Year	w/in 1 Year
	M275/600/M675	1 Year	Std	$99.99	$209.99
		3 Year	$169.99	$229.99	$349.99
		4 Year	$229.99	$299.99	$399.99
		5 Year	$279.99	$369.99	$499.99
			w/in 1 Year	w/in 1 Year	w/in 1 Year
	Tablet PC	1 Year	Std	$99.99	$209.99
		3 Year	$169.99	$229.99	$349.99
			w/in 1 Year	w/in 1 Year	w/in 1 Year
	"E" portables	1 Year	$0	$0	$119
		3 Year	Std	$30	$199
		4 Year	$60	$100	$299
		5 Year	$120	$190	$419
			Regular Portables	"E" Portables	
	ASP Warranties	1 Year	$79.99	$0	
		2 Year	$129.99	$0	
		3 Year	$209.99	$30	
		4 Year	$289.99	$100	
		5 Year	$359.99	$190	

MODIFICATION #8
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #8 is to refresh the Contract products in accordance with the Master Agreement VA-030801-GATE, Attachment A, Technology Refresh.

Current System	Revised (Substituted) System
M675	M680E
955	9415

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: [signature]

NAME: Duane Wichman

TITLE: Contract Administrator

DATE: 4/12/05

COMMONWEALTH OF VIRGINIA

BY: [signature]

NAME: Doug Crenshaw

TITLE: Senior Sourcing Consultant

DATE: 4-13-05

MODIFICATION #7
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #7 is to refresh the Contract products in accordance with the Master Agreement VA-030801-GATE, Attachment A, Technology Refresh.

Current System	Revised (Substituted) System
M450	M460E
975	9515

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: [signature]

NAME: Mary Jane Sweeney

TITLE: Director, Contracts

DATE: 2/17/05

COMMONWEALTH OF VIRGINIA

BY: Doug Crenshaw

NAME: Doug Crenshaw

TITLE: Contract Manager

DATE: 2-22-05

MODIFICATION #6
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #6 is to refresh the Contract products in accordance with the Master Agreement VA-030801-GATE, Attachment A, Technology Refresh.

Current System	Revised (Substituted) System
M600	M675

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: Mary Jane Sweeney

NAME: Mary Jane Sweeney

TITLE: Director, Contracts

DATE: 12/10/04

COMMONWEALTH OF VIRGINIA

BY: [illegible]

NAME: Timothy W Moore

TITLE: Purchasing Ops & Contracts Mgr

DATE: 12/14/04

MODIFICATION # 5
TO
MASTER AGREEMENT VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, INC.

This MODIFICATION #5 IS AN AGREEMENT BETWEEN THE Commonwealth of Virginia, Virginia Information Technologies Agency ("VITA") and Gateway Companies, Inc. ("Gateway"), relating to Master Agreement VA-030801-GATE dated July 29, 2003, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification # is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #5 is to refresh the Contract products and pricing in accordance with Master Agreement VA-030801-GATE, Attachment A, Technology Refresh:

Current System	Revised (Substituted) System
E2100	E2300
E4100	E4300
E6100	E6300

The revised systems listed above meet the technical specifications of the replaced systems. The Contract category price discount shall remain unchanged.

The foregoing is the complete and final expression of the parties' agreement to modify Master Agreement VA-030801-GATE and cannot be modified, except by a writing signed by the duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

GATEWAY COMPANIES, INC.

BY: _____

for NAME: Mary Jane Sweeney

TITLE: Senior Manager, Contracts

DATE: 11/18/04

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Timothy W Moore

TITLE: Contracts Manager, VITA

DATE: 11/30/04

MODIFICATION #4
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #4 is to document both parties' agreement concerning the change in the specifications for Notebook computers, Attachment A, all Notebook configurations.

Floppy disk drives are no longer a requirement for Notebook specifications. They are an option.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAYCOMPANIES, INC.

BY: Mary Jane Sweeney

NAME: Mary Jane Sweeney

TITLE: Senior Manager, Contracts

DATE: 8/24/04

COMMONWEALTH OF VIRGINIA

BY: [illegible]

NAME: Timothy W Moore

TITLE: Operations Mgr

DATE: 9/3/04

MODIFICATION #3
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #3 is to document both parties' agreement concerning modification of the following Terms and Conditions:

Article 10, "Antitrust". Change to:

> "By entering into a Contract, the Contractor agrees to consider, in the Contractor's discretion, all causes of action it may have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods and services purchased or acquired by the Commonwealth of Virginia under said Contract. For any cause of action taken herein by Contractor, the Commonwealth, at the Commonwealth's discretion, may participate in such action. In the event that the Contractor desires to participate in such action, the Contractor shall not oppose the Commonwealth's request to join such action so long as the interests/positions of the Commonwealth are not adverse to the interests/position of the Contractor.

Article 31, "Risk of Loss or Damage". Change to:

> "The Contractor shall have the risk of loss or damage to all equipment until properly delivered to the Authorized User".

Article 38, "Title to Equipment". Change to:

> "Clear and unrestricted title to all equipment purchased under this Agreement shall pass to the Commonwealth upon successful Acceptance".

Attachment A: Products and Pricing, Category "Data Used for Discounted Price Calculation". Change to:

> "The date of index pricing with respect to which discounts will be applied to arrive at discounted price will be the date of quotation".

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAYCOMPANIES, INC.

BY: Mary Jane Sweeney

NAME: Mary Jane Sweeney

TITLE: Senior Manager, Contracts

DATE: 7/1/04

COMMONWEALTH OF VIRGINIA

BY: [illegible]

NAME: Timothy M Moore

TITLE: Integrated Sourcing Manager

DATE: 7/8/04

MODIFICATION #2
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #2 is to document both parties' agreement concerning substitution of specific equipment as identified herein.

1. **Reference: the Agreement, Attachment "A", Table 2:**
   M405E replaces M305E

All substitute equipment identified herein is provided as per specifications delineated on Contractor's quote #04163422. Contractor's quote is attached to this Modification#2, as Appendix 1 and incorporated herein and made an integral component of this Modification #2.

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

GATEWAY COMPANIES, INC.

BY: Mary Jane Sweeney

NAME: Mary Jane Sweeney

TITLE: Senior Manager Contracts

DATE: 4/22/04

COMMONWEALTH OF VIRGINIA

BY: [illegible]

NAME: Timothy W. Moore

TITLE: Sourcing Manager

DATE: 4/26/04

FROM : SWEENEY PHONE NO. : 410 489 7988 Apr. 23 2004 02:19PM P2
[RECEIVED 04/23 15:15 1994 AT 8043715969 PAGE 2 (PRINTED PAGE 2)]

Gateway

Account Executive: Scott Comstock
Phone: 800 211 4952 Ext 30112
Fax: 605 232 2715
E-Mail: scott.comstock@gateway.com

Company Name: VITA
Attention: DOUG CRENSHAW
GW Quote #: 04163422
Quote Date: 04/16/04 16:48 CDT

Gateway M405E /Replacement to the 305

Part Number: 1007879
Operating System: Microsoft® Windows® XP Professional
Application Software: No application software selected
AntiVirus Software: Norton AntiVirus Software 90 day Introductory Offer
Processor: Mobile Intel® Celeron® M Processor 1.2GHz w/ 512K cache
Memory: 256MB DDR SDRAM
Hard Drive: 30GB 4200rpm Ultra ATA hard drive
Floppy Drive: Integrated 1.44MB 3.5" floppy diskette drive
Optical Drive: Integrated 10x min./24x max. CD-ROM drive
Expansion Slots: One type II, or one type III PC Card Slot
External Ports: (2) USB 2.0, VGA and Parallel
Screen: 14.1" XGA TFT Active Matrix
Video: Integrated Intel® Extreme 2 Graphics w/ UMA
Keyboard and Mouse: Full-Sized Keyboard and EZ Pad® Pointing Device
Multimedia Package: Integrated sound and stereo speakers, headphone/speaker jack, and mic jacks
Speakers: External speakers not selected
Battery: Lithium ion battery with AC pack and 1 yr. limited battery warranty
Modem: Integrated V.92 56K modem
Network Adapter: Integrated Intel® 10/100 Ethernet Adapter
Internet Service Provider: Six months America Online® Internet access
Integrated Wireless Networking Adapter: Integrated 802.11b wireless networking card
Extended Service Plans Including Limited Warranty: Portable Value Plus Service Plan -- 3 year part/labor/on-site/3 year technical support
Carrying Case: Not Selected

Configured Price: US $1,315.00
System Quantity: 1
Total Price: US $1,315.00 LIST PRICE - 30% Contract = $921 Contract price

MODIFICATION #1
TO
CONTRACT NUMBER VA-030801-GATE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, 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 Gateway Companies, 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-030801-GATE (the Agreement), as modified.

The purpose of this Modification #1 is to document both parties' agreement concerning substitution of specific equipment as identified herein.

1. **Reference: the Agreement, Attachment "A", Table 1, page Table 1-1:**
   E2100C replaces E2000

   Reference: Attachment "A", Table 2:
   M305E replaces 400E

All substitute equipment identified herein is provided as per specifications delineated on Contractor's quotes #10091125 and 0915847. Contractor's Quotes are attached to this Modification #1, as Appendix 1 and incorporated herein and made an integral component of this Modification #1.

ALL CONTRACT DISCOUNTS SHALL REMAIN UNCHANGED.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030801-GATE 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.

Gateway Companies, Inc.	COMMONWEALTH OF VIRGINIA
BY: Mary Jane Sweeney	BY: Theodora Cogbill
NAME: Mary Jane Sweeney	NAME: Theodora Cogbill
TITLE: Senior Manager, contracts	TITLE: Ass't Director, Supply Chain Mgmt
DATE: 11/10/03	DATE: 11/18/03

[RECEIVED 11/11 10:00 1903 AT 8043715969 PAGE 2 (PRINTED PAGE 2)]
FROM : SWEENEY PHONE NO. : 410 489 7588 Nov. 11 2003 09:30AM P2

Appendix 1

GW Quote #: **0915847**

Gateway M305E

Operating System: Microsoft® Windows® XP Professional
AntiVirus Software: Norton AntiVirus Software 90 day Introductory Offer
Processor: Mobile Intel® Celeron® Processor 2.2GHz with 256K cache
Memory: 256MB DDR SDRAM
Hard Drive: 20GB Ultra ATA hard drive
Floppy Drive: Integrated 1.44MB 3.5" floppy diskette drive
Optical Drive: Integrated 10x min./24x max. CD-ROM
Expansion Slots: One type II, or one type III PC Card Slot
External Ports: (2) USB 2.0, VGA and Parallel
Application Software: Microsoft® Works 7.0
Screen: 14.1" XGA TFT Active Matrix
Video: Integrated Intel® graphics with dynamic video memory technology
Keyboard and Mouse: Full-Sized Keyboard and EZ Pad® Pointing Device
Multimedia Package: Integrated sound and stereo speakers, headphone/speaker jack, and mic jacks
Speakers: External speakers not selected
Battery: Lithium ion battery with AC pack and 1 yr. limited battery warranty
Modem: Integrated V.92 56K Modem
Network Adapter: Integrated Intel® 10/100 Ethernet Adapter
Internet Service Provider: Six months America Online® Internet access
Extended Service Plans: Value Plus Service Plan-3Yr Part/Labor/Onsite/Lifetime Technical Support - NEXT DAY SUPPORT
Carrying Case: Mobile Edge notebook bag

Configured Price: US $1,209.00
System Quantity: 1
Total Price: US $1,209.00 LIST – 30% = $846

FROM : SWEENEY PHONE NO. : 410 489 7588 Nov. 11 2003 09:38AM P3
[RECEIVED 11/11 10:01 1903 AT 8043715969 PAGE 3 (PRINTED PAGE 3)]

Appendix 1

GW Quote #: **10091125**

E-2100-C

Operating System: Microsoft® Windows® XP Professional
AntiVirus Software: Norton AntiVirus 90 day Introductory Offer
Processor: Intel® Celeron® Processor 2.2GHz with 128K Cache
Chipset: Intel® 845GV
Memory: 256MB PC2100 DDR SDRAM (1-256MB Module)
Hard Drive: 40GB Ultra ATA100 5400rpm hard drive
Floppy and/or IOMEGA Drive: 3.5" 1.44MB diskette drive
Optical Drive: 20x min./48x max. CD-ROM drive
Case: 4-bay small form factor case w/ front audio ports and 180-watt power supply
Expansion Slots: 1 PCI
External Ports: (6) USB 2.0 ports (2 front, 4 rear), (1) Serial, (1) Parallel, (2) PS/2, (1) RJ-45 integrated LAN, (1) VGA, (1) audio in/out, (1) microphone, front audio ports
Certification: Energy Star Compliant
Monitor: 17" Color Monitor (15.9" viewable area)
Video: Integrated Intel® Direct AGP Graphics with up to 64MB Dynamic Video Memory Technology
Keyboard: 104+ keyboard
Mouse: Logitech PS/2 Wheel Mouse & Gateway mouse pad
Sound System: Integrated Sound Blaster compatible audio
Speakers: External speakers not selected
Network Adapter: Integrated Intel® PCI 10/100 Twisted Pair Ethernet
Extended Service Plan: 3Yr Parts, Labor, Onsite, Limited HW&SW Tech Support for as long as you own it
LANDesk Software: Intel® LANDesk Client Manager Software v6.3

Configured Price: US $909.00
System Quantity: 1
Total Price: US $909.00 LIST – 40% off of base & 30% off of upgrades Commonwealth price $553

FROM : SWEENEY PHONE NO. : 410 489 7988 Nov. 11 2003 09:31AM P4
[RECEIVED 11/11 10:01 1903 AT 8043715969 PAGE 4 (PRINTED PAGE 4)]

MASTER AGREEMENT
CONTRACT VA-030801-GATE
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
GATEWAY COMPANIES, INC.

1. SCOPE OF CONTRACT

This is an agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth") and Gateway Companies, Inc. (the "Contractor"), a Delaware corporation having its principal place of business at 610 Gateway Drive, North Sioux City, South Dakota 57049. This Agreement contains the Contractual terms and conditions by which the Commonwealth and Contractor will establish a Master Contract for the use by State Agencies, Institutions, and other public bodies as defined in § 2.2-4301 of the Virginia Public Procurement Act (VPPA), and hereinafter referred to as "Authorized Users", to acquire Personal Computers (Desktops), Notebooks, and PC Servers ("Products"), Services, and Software (Software/Firmware), pursuant to the Commonwealth's Request For Proposal #2003-040, (the "RFP") and the Contractor's proposal, in response thereto.

2. INTERPRETATION OF AGREEMENT

As used in this Agreement, "software" and "software product" shall include all related materials and documentation, whether in machine-readable or printed form.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this document, consisting of Terms and Conditions labeled 1 through 78, Attachment A, entitled Product Pricing, Attachment B entitled Reporting Format, Attachment C entitled Lobbying Certificate, and Attachment D entitled Standard Terms of Sale and Limited Warranty Agreement; (2) the specific sections of the Contractor's proposal dated May 5, 2003 in response the following sections of the Commonwealth's RFP 2003-40 dated April 4, 2003 and amendments thereto: Section III. A entitled "Products and Services", Section III. B entitled "Pricing, Quality, and Service Requirements", and Appendices C, D, E, F, and G; and (3) all executed Orders and Attachments 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.

3. 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 documents signed by persons other than the Contracts Manager, VITA, shall have no validity and the attached Terms and Conditions shall supersede all such agreements. Vendors should read and understand all of the Terms and Conditions prior to submitting a bid.

4. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

5. 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.

6. ANTI-DISCRIMINATION

By submitting their offers, offerors 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 meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

7. ETHICS IN PUBLIC CONTRACTING

By submitting their offers, offerors certify that their offers 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 offer, 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.

8. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their offers, 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.

9. DEBARMENT STATUS

By submitting their offerors, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers 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.

10. 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.

11. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit an offer on the official state form provided for that purpose shall be a cause for rejection of the offer. Modification of or additions to any portion of the Request for Proposal may be cause for rejection of the offer; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a offer as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the offeror withdraw or modify non-responsive portions of a offer which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

12. PAYMENT

a. To Prime Contractor:

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 delivery, 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.

2) 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 (2) 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.

13. QUALIFICATIONS OF OFFERORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

14. COMMENCEMENT OF ACCEPTANCE TESTING

The Commonwealth shall "Acceptance Test" the equipment within thirty (30) days of delivery. The "Acceptance Test" shall consist of forty-eight (48) consecutive business hours in conformance with the Contractor's technical specifications and functional descriptions as delineated herein. All "Acceptance Test" failures shall be reported to Contractor for return. Any failures not specifically identified to the Contractor within thirty (30) days shall be considered to have successfully passed the Acceptance Test.

15. REQUIRED PERFORMANCE LEVEL

To qualify for acceptance, all Equipment must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, calculated over a period of forty-eight (48) consecutive business hours. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If any Equipment does not meet the standard of performance during the initial forty-eight (48) consecutive business hours, then, at the Commonwealth's sole discretion, the acceptance period shall continue on a day-to-day basis until all Equipment concurrently meet the standard of performance for forty-eight (48) consecutive business hours.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed thirty (30) consecutive days from the date of receipt of Equipment.

16. ACCEPTANCE

The Equipment shall be deemed accepted on the first day after 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 after thirty (30) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

17. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Commonwealth'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 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 the Viraginia Information Technologies Agency's (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 using agency or agencies receiving the goods or services of the assignment and shall supply the using agency with a copy of the properly executed form. Any payments made prior to the using agency's receipt of such notification and form shall not be covered by this assignment.

In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the Commonwealth'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 Office of Acquisition Services of VITA shall promptly notify the Contractor of any assignment notice it receives.

18. MODIFICATIONS

This Contract may be modified in accordance with 2.2-4309 of the Code of Virginia. The representatives noted below may only make such modifications. 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 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.

Authorized Representatives:

Commonwealth of Virginia:	Contractor:
Contracts Manager, VITA	Mary Jane Sweeney Senior Manager Contracts Gateway Companies, Inc.

19. 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.

20. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article that the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly specify and identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified.

21. TRANSPORTATION AND PACKAGING

By submitting their offer, all offerors certify and warrant that the price offered for F.O.B. destination at the lowest and best commercial rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

22. INSURANCE

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the Contract, it will have the following insurance coverage 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 offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the Contract and that all insurance coverage 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.

b. Employers Liability - $100,000.

c. 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.

23. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, ASD will publicly post such notice on its website at http://asd.state.va.us/ for a minimum of ten (10) days. Additionally, a public posting of the award will be available on the eVA webpage at http://awards.dgs.state.va.us/Award-View.asp.

24. 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 whom 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.

25. NONDISCRIMINATION OF CONTRACTORS

An offeror, or 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.

26. eVA BUSINESS-TO-GOVERNMENT 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.

Effective until July 1, 2003, the Commonwealth will direct AMS not to invoice for the 1% transaction fee for orders issued during the period July 1, 2002, through June 30, 2003, to allow additional time for vendors to become electronically enabled. AMS will continue to invoice for transaction fees accrued prior to July 1, 2002. To enable vendors to analyze the future impact of transaction fees, AMS will issue "no pay" invoices for transaction fees that would normally accrue during the period of July 1, 2002, through June 30, 2003. For contracts that extend beyond June 30, 2003, contractors may request price adjustments to incorporate the eVA transaction fee, as provided in the Price Escalation/De-escalation clause in the Terms and Conditions of the contract.

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.

27. 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 www.eva.state.va.us. 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.

28. 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.

29. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

a. Prices and options committed to remain in force over a specified period(s) of time;

b. Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

30. DELIVERY DATE

The Contractor shall deliver the Products, and Software ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement, or within twenty-one (21) days After Receipt of the Order (ARO) if no date is specified. If delivery of all Products and Software 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 seven (7) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

31. RISK OF LOSS OR DAMAGE

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.

32. PRIME CONTRACTOR SPONSORED PRODUCT PROMOTIONS

The Prime Contractor, at his/her discretion, is allowed to sponsor product / Service promotions during the Contract term or any extensions thereof under the following conditions:

1) Prime 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) Prime Contractor is required to identify in writing, the exact products / services covered in the promotion, and

3) Prime Contractor is required to identify in writing, the pricing during the promotion or the percentage discount, and
4) All Prime Contractor Sponsored Product / Service Promotions are required to be available to all Authorized Users of the Contract, should the Prime 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 Prime Contractor sponsored Product / Service Promotions shall be mutually agreed to in writing, and Prime 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, "Prime Contractor Sponsored Product / Service Promotions" and the Agreement, this clause shall take precedence. And
7) In any event wherein the Prime 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 Prime 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 its (Commonwealth's) various web sites, or other assistance at its (Commonwealth's) discretion.

33. EQUIPMENT CONDITION

All Equipment to be supplied by Contractor shall be new Equipment

34. AVAILABILITY OF EQUIPMENT AND SOFTWARE

The Contractor represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

35. 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. This obligation is in addition to the obligations cited in the first four subparagraphs above.

36. 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.

37. HEADINGS NOT CONTROLLING

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

38. 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.

39. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

40. 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, "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.

41. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

42. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

43. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, 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. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or gross negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

44. SITE PREPARATION

a. Equipment environmental specifications, if required, for the equipment to be delivered under this Contract shall be furnished in writing by the Contractor upon award. These specifications shall be in such detail to ensure that the equipment to be installed shall operate efficiently from the point of view of environment.

b. The State shall prepare the site at its own expense and in accordance with the equipment environmental specifications provided by the Contractor.

45. 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.

46. 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, as per Contract, subsequent to this termination. The Commonwealth shall not be obligated for any other costs in the event of Termination for Convenience.

47. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

48. 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. Tendency 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 Viraginia Information Technologies Agency, its officers, agents and employees, including, without limitation, the Contracts Manager, 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 the Appendices to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise there under.

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..

49. CREDITS

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

50. TITLE (SOFTWARE/FIRMWARE)

The Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use

will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

51. TERM OF LICENSE

All licenses granted under this Agreement are purchased on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the software Product by the Commonwealth. Notwithstanding the foregoing, the Commonwealth may terminate the license at anytime. All licenses granted to the Commonwealth are for the use of the software Product at the Commonwealth's computing facilities at the sites identified in any executed Attachment or Order referencing this Agreement. This license is perpetual and in no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support services hereunder.

52. 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.

53. WARRANTY AGAINST SHUTDOWN DEVICES

Contractor warrants that the Products provided under this Agreement shall not contain any lock, counter, CPU reference, virus, worm or other device capable of halting operations or erasing or altering data programs. Contractor further warrants that neither the Contractor, nor its agents, employees or subcontractors shall insert any such device after execution of this Agreement.

54. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and business 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 businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

55. 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 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.

56. BUY OUTS – THIRD PARTY ACQUISITION

Contractor shall promptly notify the VITA Contracts Manager in the event that the intellectual property in or business associated with any Product or Service covered by this Agreement is acquired from the Contractor by a third party or in the event the Contractor or substantially all of its assets is acquired by a third party.

The terms and conditions of this Agreement including but not limited to the license rights and related services shall not be affected in such event identified above even if the successor or assignee already has an agreement with the Commonwealth covering products and services of the type covered by this Agreement. The Contractor's responsibilities under this Agreement shall not be released by such acquisition. In addition, prior to any acquisition, Contractor shall obtain for the Commonwealth's benefit the assignee's agreement to fully perform this Agreement.

The successor or assignee, by taking any benefit, including acceptance of payment, under this Agreement ratifies this Agreement.

The failure of any successor or assignee of the Contractor to acknowledge its obligation to adhere to the terms and conditions of this Agreement shall constitute a breach of this Agreement for which the successor or assignee and the original Contractor shall be liable and subject to debarment.

57. ORDERS

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.

58. INVOICING

The Contractor shall remit each invoice to the ordering entity, or Authorized User. The Contractor shall issue invoices, identifying at a minimum, the components listed below.

a. manufacturer's product number
b. product description
c. price per unit
d. quantities of merchandise
e. extended price
f. date ordered
g. listing of returns

59. COMMONWEALTH'S RIGHTS TO COMPUTER SOFTWARE

Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the following rights to the extent allowed under the Microsoft End User License Agreement:

a. Unlimited use of the Software Products on the machines for which it is acquired and on any replacement equipment;
b. Use of such Software Products with a backup system if the system(s) for which it was acquired is for any reason, inoperative or during an emergency, or the performance of engineering changes in features or model;
c. The right to use such Software Products at any Commonwealth installation to which the machine(s) may be transferred by the Commonwealth;
d. The right to copy such software for safekeeping or backup purposes;
e. The right to modify such Software Product or combine it with other programs or material at the Commonwealth's risk; and

f. The Commonwealth shall have the right to reproduce any and all physical documentation supplied under the terms of this Agreement, provided, however, that such reproduction shall be for the sole use of the Commonwealth and shall be subject to the same restrictions or use and disclosure as are contained elsewhere in this Agreement.

Nothing contained herein shall be construed to restrict or limit the Commonwealth's rights to use any technical data that the Commonwealth may already possess or acquire under proper authorization from other sources.

60. MAINTENANCE RENEWAL

Maintenance under this agreement shall be renewed at the option of the State. The State shall issue a written notification to the Contractor for each twelve (12) month period that maintenance services are required after the initial three (3) year warranty/maintenance period.

61. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 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 there under (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

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

c. A representative of Contractor shall sign the certification attached as Attachment "C" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

62. CONTRACTOR'S REPORT OF SALES

The Contractor shall provide reporting on a monthly basis that breaks out the spend amounts by Agency, Institution of Higher Education, Municipality and other Public Body, as well as the departmental and/or divisional levels that are buying. Reports shall be provided on the 20th of each month, reporting transactions that took place in the

immediately prior month. At any time thereafter, as appropriate, additional reports may be agreed upon.

All reports are expected to be forwarded electronically via Email using Microsoft Excel Spreadsheet format to a list of email addresses that will be provided later. The specific types of information expected to be captured in each report are detailed below and in the "Reporting Format" spreadsheet, an example of which is contained in Attachment "B" to this Agreement.

a. Spend by Agency, Institution of Higher, Public Body, etc. at 3 levels:
   - COV Agency/Institution/Municipality level (refer to "COV Level" worksheet)
   - System level (refer to "System Level" worksheet)
   - Component level (refer to "Component Level" worksheet)
b. A column where you indicate whether the line item was a Standard Configuration or a Off-spec purchase
c. For each component, index price, discount offered (according to discount schedule) and actual price charged
d. Invoice Payment speed in days by Agency, Institution of Higher Education, Public Body, etc. for calculation of early payment discounts, if applicable
e. An indication whether an item was ordered through eVA
f. Other information that is necessary to the state for the proper monitoring and tracking of spending and any rebates due

Electronic copies of reports are expected to be provided to the Commonwealth no later than 20 days following the end of each month. Late delivery or non-delivery of required reports may result in cancellation of the award and in preclusion from bidding on any future requirements.

You will be provided a listing of the proper name and spelling of each Agency and Institution of Higher Education and Public Body, to be used in your reporting.

63. 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". 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.

64. 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 non-visual 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 non-visual means;

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

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

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

Compliance with the foregoing non-visual 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 non-visual access because the essential elements of the Technology are visual and (ii) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual 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 non-visual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing non-visual 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.

65. CONTINGENT FEE WARRANTY

The Contractor represents and warrants that the Contractor has not employed or retained any company or person, except Contractor's regular, full-time employees, for the purpose of soliciting or securing this Agreement and has not given or agreed to give anything of value to any such company or person contingent upon the award or making of this Agreement. If either or both of the foregoing representations is untrue, the Commonwealth shall have the right to terminate this Agreement without liability or, in its discretion, recover from the Contractor the full amount of any such contingent compensation.

66. 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.

67. THIRD PARTY BILLING

All goods or services provided under this Contract, 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.

68. 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 the Commonwealth supervises such use.

69. TYPE CONTRACT

This is an Indefinite Delivery, Indefinite Quantity requirements Master Contract.

70. INSPECTION/LATENT DEFECTS

All Equipment is subject to inspection and test. Equipment that does not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when goods are used after acceptance has occurred. If latent defects are found at any time during the term of this Agreement, the Contractor shall repair or replace the defective goods. This remedy shall be in addition to any other remedies or obligations under this Agreement or provided by law.

71. DELIVERY DATE

The Contractor shall deliver the Equipment, ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement. If delivery of all Equipment is not completed within thirty (30) days after receipt of order by the vendor, the Commonwealth may, at their sole discretion, cancel the Agreement without further obligation. The Commonwealth may postpone any delivery date by notifying the Contractor at least seven (7) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

72. RECORDS

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.

73. WARRANTY

In this Agreement "Warranty" of Equipment shall mean: (1) all labor, parts and travel necessary to keep the Equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications; and (2) Any necessary shipment and insurance costs; and (3) Any Software and Firmware maintenance costs.

Warranty of Equipment shall not include electrical work external to the Equipment, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement. Warranty of Equipment also shall not include repair of damage resulting from transportation by the Commonwealth between

Commonwealth sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

The Warranty prices listed in this Agreement include all Software and Firmware maintenance costs and Equipment costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute Equipment as necessary. If it is necessary to remove any Equipment from a Commonwealth location where On-site warranty is specified, the Contractor shall provide substitute Equipment at the time of removal. Substitute Equipment shall be comparable to the Equipment removed. In instances where it is necessary for the Contractor to return the Equipment to the factory, the Contractor shall be responsible for all costs of the Equipment from the time it leaves the Commonwealth site until it is returned to the Commonwealth site in good operating condition. Only new standard parts or parts equal in performance to new parts shall be used in effecting repairs. Parts that have been replaced shall become the property of the Contractor. Replacement parts installed shall become the property of the Commonwealth.

All desktops, notebooks, and servers delivered under this Agreement shall include a three (3) year On-site Warranty that commences after Equipment Acceptance, except as otherwise agreed upon as apart of an upgrade option or downgrade option on the original purchase of the product.

ALL SOFTWARE AND FIRMWARE SHALL BE CONSIDERED AN INTEGRAL COMPONENT OF THE EQUIPMENT AND THE CONTRACTOR SHALL RESPOND TO ALL REQUESTS FOR WARRANTY SERVICE FOR ANY FAILURE.

74. COMMONWEALTH'S RESPONSIBILITIES DURING WARRANTY

a. During any term of Warranty, Commonwealth personnel shall not perform or attempt repairs to the Equipment except as authorized in writing by the Contractor.
b. The Commonwealth shall permit access to the Equipment which is to be maintained, subject to the installation site's security regulations,
c. The Commonwealth may provide storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel.
d. The Commonwealth shall maintain the site in accordance with the equipment environmental specifications furnished by the Contractor.

75. PRINCIPAL PERIOD OF MAINTENANCE (WARRANTY)

For standard on-site warranty response, the Principal Period of Maintenance (PPM), for desktops, notebooks and servers shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State/Institutions of Education holidays. Warranties with longer PPMs

may be purchased. Please note that holidays may vary across individual Institutions of Higher Education.

76. RESPONSE TIME

During the PPM, the Contractor shall respond by telephone within two (2) hours after notification from the Commonwealth of a problem for desktops, notebooks and servers. The Contractor shall complete all repairs by the end of the next working day after notification by the Commonwealth of a malfunction. Warranty options with shorter response times may be purchased.

77. EQUIPMENT REPLACEMENT DURING WARRANTY

If the Equipment provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in this Agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, then the Contractor shall, upon the Commonwealth's request, replace the Equipment at no cost to the Commonwealth. The replacement Equipment shall be delivered no later than fifteen (15) working days after the Commonwealth's request is received by the Contractor.

78. DISPOSITION OF SOFTWARE

Unless otherwise instructed by the Contractor, the State shall erase, destroy or otherwise render unusable the Software Product within thirty (30) days from the date of the Commonwealth's termination of the license. A letter certifying this destruction shall be sent to the Contractor as soon as this process is completed. The Commonwealth shall have the right to retain one copy for archival purposes.

GATEWAY COMPANIES, INC.	COMMONWEALTH OF VIRGINIA
BY: Mary Jane Sweeney	BY: Joe Parr
NAME: Mary Jane Sweeney	NAME: Joe A. Parr
TITLE: Senior Manager, Contracts	TITLE: Tech Contracts Mgr
DATE: 7/29/03	DATE: 7/29/03

ATTACHMENT "A"
TO
AGREEMENT VA - 030801 – GATE

PRODUCT PRICING

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA – 030801 – GATE between Gateway Companies, Inc. and the Commonwealth of Virginia. In the event of any consistency between this Attachment "A" and Agreement VA- 030801 - GATE, the provisions of Agreement VA- 030801 - GATE shall Control

PRODUCTS AND PRICING

Desktop, notebook and server products and associated pricing/discounts are delineated in Tables 1, 2, 3, 4, and 5 to this Attachment "A". Tables 1, 2, 3, 4, and 5 are incorporated herein and made an integral part of this Attachment "A" to the Agreement.

Standard Configuration Pricing Applicability

Category	Expectations
Future Configs Pricing	The % discount off index for each of the standard configs will be applicable to all future standard configurations that replace current ones, as was stipulated in the Section III.C of the RFP
Pricing Involving Options	If an option in the options list associated with each config is purchased (this could refer to substitution, addition or deletion of a component), the price of the resulting machine will be: ▪ Discounted Price of Standard config components + Discounted Price of option components
	If an option that is NOT in the options list associated with each config is purchased (this could refer to substitution, addition or deletion of a component), the price of the resulting machine will be: ▪ Discounted Price of Standard Config components + (Index Price of Option component x (1 – Off-spec Discount for Option component))
Pricing Involving Component Removal from Standard Configs	If one or more Components within a standard config is removed, the resulting machine will be: ▪ Discounted Price of Standard Config components – Sum of Discounted Prices of Components removed ▪
Future Options Pricing	Future option Components that replace current ones will be priced at the same discounts off index as the current ones
Date used for Discounted Price Calculation	The date of index pricing with respect to which discounts will be applied to arrive at discounted price will be the order date, NOT quote date

VIRGINIA PUBLIC SCHOOL TEACHER PURCHASE PROGRAM

All public school teachers' purchases are subject to the following provisions:

a. Public school teachers may purchase Personal Computers (PCs) from this Agreement. All public school teachers' purchases shall be in compliance with the procedures set forth herein.
b. In no instance shall the Commonwealth be responsible for any debts incurred by public school teachers or any debts incurred by their actions.
c. All public school teacher purchases are limited to the Products identified on the Agreement, at the prices identified on the Agreement.
d. The Contractor shall only sell Products to public school teachers who have executed the separate sales agreement as identified as Attachment D to this Agreement.
e. The Contractor shall only sell Products to public school teachers who have completed a "Public School Teacher Certification Form" on line and obtained an Authorization Number from the Commonwealth.
f. The Contractor is responsible for verifying the Authorization Number, on-line, prior to the sale.
g. The Contractor shall identify to the Commonwealth, its (the Contractor's) web site that the teachers can be forwarded to, or hyperlinked to, to order on-line.
h. In no instance shall the Commonwealth be obligated or otherwise responsible in any way for the Contractor being remiss in not obtaining an executed sales agreement as identified in Attachment D, to this Agreement, and verification of an Authorization Number from the Commonwealth.
i. Attachment D to this Agreement is attached hereto and is hereby incorporated herein and made an integral component of the Agreement.
j. In any occurrence whereby the Contractor has identified "a prime Contractor sponsored promotion" under the Agreement, it is at the sole discretion of the Contractor to provide the same promotion to public school teachers.
k. The Contractor shall include a separate category entitled "Public School Teacher purchases" in all of its SCA reporting.

SHIP TO BILL TO ADDRESSES

The shipping and billing addresses will be included on individual orders referencing this Contract

DELIVERY

Shipment by the Contractor shall be FOB destination. Shipping charges will be included in the discounted price of the units. No additional charges will be allowed. Units will be pre-assembled, with the exception of attaching peripheral devices. All internal cards, modems, etc. will be installed, along with appropriate drivers. Delivery will not exceed

21 days ARO. Contractor will notify the ordering Agency within 5 days if all or part of the order will not meet the delivery requirement. The ordering Authorized User, at its option, may elect to establish a new delivery date, or amend or cancel the order. Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior approval only). Rush delivery that occurs as a result of the Contractor's error will be free of charge

RETURN OF SYSTEM

If a system is returned to a Contractor for failure of performance, the Contractor will, at the Authorized User's discretion, refund all amounts paid to the Contractor for such system or replace the system, and the following shall apply:

1. Within twenty (20) days of written notification by the using Authorized User, the Contractor will make arrangements for the return of the system.
2. All shipping and insurance costs will be borne by the Contractor.
3. Contractor will be liable for damages to the system, unless caused by fault or negligence of the Authorized User that occur during the return process.
4. If the system is returned to the Contractor for any other reason, then the Authorized User will be responsible for all costs associated with the preparation of the system for shipping, and for shipping costs to the Contractor.

SELF-MAINTAINER PROGRAM

The Contractor's self-maintainer program is contained in the Gateway Authorized Service Provider Program Guide, pages 1 through 21, which is attached hereto and is incorporated herein to this Attachment "A" to the Agreement.

TECHNOLOGY REFRESH

Both parties recognize that the marketplace changes with the continuing advance and progress of technology. It is the intent of both parties to review and assess the viability of the technology on a quarterly basis. Therefore, for the purposes of this Contract, in any instance whereby the Contractor requests a change in configurations, options, revisions, and/or updates, the Contractor will provide those in writing to the Commonwealth. Upon receipt of those changes by the Commonwealth, and acceptance, a written modification to the Contract shall be executed by both parties.

VITA POINTS OF CONTACT

Contract Compliance Information:

Mrs. T. J. Hudson, CPPB, VCO
Contracts Administrator
Phone: 804-371-5971
E-Mail: tj.hudson@vita.virginia.gov

Contract Management:

Joe A. Parr, CPPO, VCO
Contract officer
Phone: 804-371-5991
E-Mail: joe.parr@vita.virginia.gov

Fax: 804-371-5969 Fax: 804-371-5969

GATEWAY POINTS OF CONTACT

Contract Administration

Mary Jane Sweeney
Senior Manager Contracts
Gateway Companies, Inc.
3285 Danmark Drive
Glenwood, MD 21738
Phone: 410-489-2936
E-Mail: maryjane.sweeney@gateway.com
Fax : 410-489-2937
Cell : 410-280-2093

Sales

Scott Constock
Territory Lead
Phone: 800-211-4952, Option 1
E-Mail: midatlantic@gateway.com

Mary Zdanius
State Account Executive
Phone: 804-747-5026
E-Mail: mary.zdanuius@gateway.com

Customer Service

Phone : 800-211-4952, Option 2
E-Mail : publicsectorsupport3@gateway.com

All communiques and faxes to be sent to:

Gateway Companies, Inc.
610 Gateway Drive
North Sioux City, SD 57049
Fax: 605-232-2715

Technical Support

Phone: 800-211-4952, Option 3
E-Mail: www.gateway.com/support

Table 1
Attachment "A"
Contract VA-030801-GATE

Gateway Desktops
Configuration 1

Network Optimized	Business Network Grade	Yes
Processor:	Intel® Celeron®	Yes
Chassis	Tower	6 bay Mid Tower with front audio ports
CPU Speed:	1.80GHz	2 GHz
Cache:	128K	128K
Memory:	256MB DDR Non-ECC SDRAM, 1 DIMMS	256 MB PC 2100 DDR SDRAM, 1 DIMM
Keyboard:	PS/2 Keyboard, No Hot	104 + Keyboard
Monitors:	17 inch CRT color	17" CRT
Video Board:	Integrated Video	Integrated
Boot Hard Drive:	20GB EIDE 7200RPM	40 GB 7200 RPM
Floppy Drive:	1.44MB 3.5 Inch Floppy	3.5 Floppy
Operating System:	Windows® XP	Windows XP Pro
Mouse:	PS/2 2 button mouse	Logitech PS2 mouse and pad
Network Adapters (NICs):	10/100 Ethernet	10/100 NIC
1st Removable Media:	CD-ROM	CDRom
1st Removable Speed	24x	20 x Min /48X Max
I/O Ports	Min of 4, with 2 in front	2 front 4 back
PCI Slots	Min of 1 open	3 open
Audio Solutions:	Embedded Sound	Integrated
Speakers:	Internal or External	GCS300
Documentation:	Resource CD contains Diagnostics and Driver	Back up media
Energy Star Label:	Energy Star Label	Energy Star Label
Warranty	3Yr Parts + Onsite Labor (Next Business	3 year parts labor and onsite

OEM	Gateway
Model	E2000
Reference	Website
Discount	40.0%

Table 1-1

Table 1 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Desktops
Configuration 2

Network Optimized	Business Network Grade	Yes
Processor:	Pentium® 4 Processor	Yes
Chassis	Tower	6 bay Mid Tower with front audio ports
CPU Speed:	2.20GHz, 533FSB	2.4 GHZ, 800 MHz FSB
Cache:	256K	512 K
Memory:	256MB DDR Non-ECC SDRAM, 1 DIMMs	256 MB PC 2700 DDR SDRAM, 1 DIMM
Keyboard:	PS/2 Keyboard, No Hot Keys	104 + Keyboard
Monitors:	17 inch CRT color monitor (16.0	17" CRT
Video Board:	Integrated Video	Integrated
Boot Hard Drive:	40GB EIDE 7200RPM	40 GB 7200 RPM
Floppy Drive:	1.44MB 3.5 Inch Floppy Drive	3.5 Floppy
Operating System:	Windows® XP Professional	Windows XP Pro
Mouse:	PS/2 2-Button Mouse	Logitech PS2 mouse and pad
Network Adapters (NICs):	10/100 Ethernet	10/100/1000 NIC
1st Removable Media:	CD-ROM	CD-ROM
1st Removable Speed	24x	20 x Min /48X Max
I/O Ports	Min of 4, with 2 in front on	2 front 4 back
PCI Slots	Min of 1 open	3 open
Audio Solutions:	Embedded Sound Blaster	Integrated
Speakers:	Internal or External Audio Speaker	GCS300
Documentation:	Resources CD contains	Back up media
Energy Star Label:	Energy Star Label	Energy Star Label
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 year parts & labor, onsite

OEM	Gateway
Model	E4100
Reference	Website
Discount	40.0%

Table 1 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Desktops
Configuration 3

Network Optimized	Business Network Grade	Yes
Processor:	Pentium® 4 Processor	Yes
Chassis	Tower	6 bay Mid Tower with front audio ports
CPU Speed:	2.53GHz, 533FSB	2.6 GHz, 800 MHz FSB
Cache:	512K Cache	512 K Cache
Memory:	512MB DDR Non-ECC SDRAM, 1 DIMMs	512 MB PC3200 DDR SDRAM, 1 DIMM
Keyboard:	PS/2 Keyboard, No Hot	104 + Keyboard
Monitors:	17 inch CRT color monitor	17" CRT
Video Board:	Integrated Video	32 MB NVIDIA GeForce
Boot Hard Drive:	80GB EIDE 7200RPM	80 GB 7200 RPM
Floppy Drive:	1.44MB 3.5 Inch Floppy	3.5 Floppy
Operating System:	Windows® XP Professional	Windows XP Pro
Mouse:	PS/2 2-Button Mouse	Logitech PS2 mouse and pad
Network Adapters (NICs):	10/100 Ethernet	10/100/1000 NIC
1st Removable Media:	CD-RW	CD-RW
1st Removable Speed	24x	48x/24x/48x CDRW
I/O Ports	Min of 4, with 2 in front on	2 front 6 back
PCI Slots	Min of 1 open	4 open
Audio Solutions:	Embedded Sound Blaster	SB Audio PCI 128D
Speakers:	Internal or External Audio	GCS300
Documentation:	Resources CD contains	Back up media
Energy Star Label:	Energy Star Label	Energy Star Label
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 year parts labor and onsite

OEM	Gateway
Model	E6100
Reference	Website
Discount	40.0%

Table 1 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Options

Discount **30%**

Upgrade to Pentium Processor
P4 1.8
Upgrade 1 Processor Speed
P4 2.66
Change to Small Form Factor
Change to Desktop
No Monitor Option
Upgrade to 19" CRT Monitor
Upgrade to 21" CRT Monitor
Upgrade to 15" LCD Monitor
Upgrade to 17" LCD Monitor
Additional 128MB RAM
Additional 256MB RAM
Additional 512MB RAM
Add 56K Modem
Replace mouse with MS Intellimouse
Upgrade to 30GB Hard Drive
Upgrade to 40GB Hard Drive
Upgrade to 80GB Hard Drive
Change from Windows XP to Windows 2000
Upgrade to CDRW Drive
Upgrade to DVD Drive
Upgrade to DVD/CDRW Drive
Add separate 32MB Graphics Accelerator Card
Add separate 64MB Graphics Accelerator Card
Upgrade to 10/100/1000 Card
Upgrade to External Speakers
Add UPS
Upgrade Warranty 4hr Response Time, M-F 8am-6pm
Extend warranty to 4 years
Extend warranty to 5 years

Table 2
Attachment "A"
Contract VA-030801-GATE

Gateway Notebooks
Configuration 1

Laptop Type	Business Grade, Network Optimized	Yes
Processor	Mobile Celeron™ Processor	Yes
CPU Speed	1.60GHz	2
Cache	256K	256K
Memory:	256MB SDRAM, 1 DIMMS	256 MB SDRAM - 1 Dimm
Hard Drive:	20GB Hard Drive, 5400 RPM	20 GB Hard Drive, 5400 RPM
Dedicated Video Memory	None	Intel Integrated Graphics
Operating System:	Windows® XP Professional Version	XP Pro
Modem:	Internal 56K Modem	Integrated 56K Modem
Network Card	10/100 Ethernet Connector	Integrated 10/100 NIC
Wireless Communications	None	None
Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	Integrated Floppy
Fixed Optical Device Options :	CD-ROM Drive	Integrated CDROM
Fixed Optical Device Speed	24X	24x
Display:	14.1in XGA Display	14.1 XGA
Battery Type	Lithium-Ion	High Capacity Lithium Ion Battery
Minimum Battery Life	3hrs	3.5 to 4 hours
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 years parts labor and onsite(Next Business Day)
Carrying Case	No Carrying Case	None
Weight in lbs		6.17 Lbs
Other		3 Spindle unit

OEM	Gateway
Model	400E
Reference	Website
Discount	30.0%

Table 2 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Notebooks
Configuration 2

Laptop Type	Business Grade, Network Optimized	Yes
Processor	Mobile Pentium® 4 Processor M	Yes
CPU Speed	2.0GHz-M	2
Cache	256K	256K
Memory:	256MB DDR SDRAM, 1 DIMMS	256 MB SDRAM - 1 Dimm
Hard Drive:	20GB Hard Drive, 5400 RPM	20 GB Hard Drive, 5400 RPM
Dedicated Video Memory	None	Intel Integrated Graphics
Operating System:	Windows® XP Professional Version with	XP Pro
Modem:	Internal 56K Modem	Integrated 56K Modem
Network Card	10/100 Ethernet Connector	Integrated 10/100 NIC
Wireless Communications	None	None
Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	Integrated Floppy
Fixed Optical Device Options :	CD-ROM Drive	Integrated CDROM
Fixed Optical Device Speed	24X	24x
Display:	14.1in XGA Display	14.1 XGA
Battery Type	Lithium-Ion	High Capacity Lithium Ion Battery
Minimum Battery Life	3hrs	3.5 to 4 hours
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 years parts labor and onsite (Next Business Day)
Carrying Case	No Carrying Case	None
Weight in lbs	Please Specify	6.17 Lbs
Other	Please Specify	3 Spindle unit

OEM	Gateway
Model	400E
Reference	Website
Discount	30.0%

Table 2 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Notebooks
Configuration 3

Laptop Type	usiness Grade, Network Optimiz	Yes
Processor	Mobile Pentium® 4 Processor	Yes
CPU Speed	2.2GHz-M	2.2
Cache	512K	512K
Memory:	512MB, SDRAM, 1 DIMMS	512MB - 1 dimm
Hard Drive:	30GB Hard Drive, 5400 RPM	30 Gig Hard Drive, 5400 RPM
Dedicated Video Memory	None	None
Operating System:	Windows® XP Professional	XP Pro
Modem:	Internal 56K Modem	Integrated 56K Modem
Network Card	10/100 Ethernet Connector	Integrated 10/100 NIC
Wireless Communications	None	None
Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	Modular
Fixed Optical Device Options	CD-RW Drive	Modular 24X CDRW & 8x DVD combo
Fixed Optical Device Speed	24X	combo
Display:	15.0in XGA Display	15" XGA
Battery Type	Lithium-Ion	High-Capacity Lithium Ion Battery
Minimum Battery Life	3hrs	3 hours
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 years parts labor and onsite(Next Business Day)
Carrying Case	No Carrying Case	None
Weight in lbs		8 Lbs
Other		3 spindle unit

OEM	Gateway
Model	600E
Reference	Website
Discount	30%

Table 2 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Notebooks
Configuration 4

Laptop Type	Business Grade, Network Optimized	Yes
Processor	Intel Pentium M	Intel Pentium
CPU Speed	1.4 GHz	1.4 GHz
Cache	1MB	1MB
Memory:	512MB, SDRAM, 1 DIMMS	512 MB - 1 dimm
Hard Drive:	30GB Hard Drive, 5400 RPM	30 Gig Hard Drive, 5400 RPM
Dedicated Video Memory	None	none
Operating System:	Windows® XP Professional Version with CD	XP Pro
Modem:	Internal 56K Modem	Modem
Network Card	10/100 Ethernet Connector	Integrated 10/100 NIC
Wireless Communications	Integrated 802.11b Wireless	Integrated 802.11 B
Floppy Disk Drive (Yes/No, fixed/modular etc.)	Yes, Modular or Fixed	Modular
Fixed Optical Device Options	CD-RW Drive	Modular 24X CDRW & 8x DVD combo
Fixed Optical Device Speed	24X	DVD combo
Display:	14.0in XGA Display	14" XGA
Battery Type	Lithium-Ion	High-Capacity Lithium Ion Battery
Minimum Battery Life	3hrs	4.5 hours
Warranty	3Yr Parts + Onsite Labor (Next Business Day)	3 years parts labor and onsite(Next Business Day)
Carrying Case	No Carrying Case	None
Weight in lbs		5.7 Lbs
Other		2 spindle unit

OEM	Gateway
Model	450E
Reference	Website
Discount	30%

TAble 2 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Options

Discount **30%**

Upgrade to Pentium Processor *(Specify Below)*
Upgrade to P4 2.0
Upgrade 1 Processor Speed *(Specify Below)*
Upgrade to a P4 2.4 GHz
Additional 128MB RAM
Additional 256MB RAM
Additional 512MB RAM
Add 17" CRT Monitor
Add 19" CRT Monitor
Add 21" CRT Monitor
Upgrade to 30GB Harddrive
Upgrade to 40GB Harddrive
Upgrade to 60GB Harddrive
Upgrade to 802.11b Wireless LAN Card
Upgrade to 802.11b Integrated Wireless
Upgrade to CD-RW Drive
Upgrade to DVD Drive
Upgrade to DVD/CDRW Drive
Add Port Replicator
Add Docking Station
Upgrade to SXGA Display
Additional Battery (same specs as the one in base config)
Change from Windows XP to Windows 2000
Add Nylon Carrying Case
3-yr Asset Tracking
Reduce warranty to 1 year
Reduce warranty to 2 years
Extend warranty to 4 years
Extend standard warranty to 5 years
Upgrade Warranty 4hr Response Time, M-F 8am-6pm

Table 3
Attachment "A"
Contract VA-030801-GATE

Gateway Off-Spec

OEM	Product Category	Index Used	State and Local Governme nt	Education	Comment s
ABC Comp	Desktop, Product Line A	Web-price	59%	80%	
Gateway	E2000 Series	Web-price	10%	10%	
Gateway	E4000 Series	Web-price	10%	10%	
Gateway	E6000 Series	Web-price	10%	10%	
Gateway	400E Series	Web-price	10%	10%	
Gateway	450E Series	Web-price	10%	10%	
Gateway	600E Series	Web-price	10%	10%	
Gateway	200E Series	Web-price	10%	10%	
Gateway	300 Series	Web-price	1%	1%	
Gateway	500 Series	Web-price	3%	3%	
Gateway	700 Series	Web-price	3%	3%	
Gateway	Server 980	Web-price	9%	9%	
Gateway	Server 975	Web-price	9%	9%	
Gateway	Server 960	Web-price	9%	9%	
Gateway	Server 955	Web-price	9%	9%	
Gateway	Server 920	Web-price	9%	9%	
Gateway	Profile 4 All-in-One	Web-price	9%	9%	
Gateway	Tablet PC	Web-price	6%	6%	
Gateway	On-line Training Subscriptions	Web-price	10%	10%	12 month subscription per user
Gateway	Gateway Projectors	Web-price	5%	5%	
Gateway	Plasma Display/TV	Web-price	5%	5%	
Gateway	Accessory Store	Web-price	3%	3%	
RiverDeep	K-12 Student Software	Web-price	9%	9%	Nationally recognized Instruction
Gateway	Wireless Carts	Web-price	10%	10%	For Gateway notebooks

Table 4
Attachment "A" Contract VA-030801-GATE

Gateway Servers

	Configuration 1		Configuration 2	
Number of U's	1	1	2	2
Chassis	Rack	Rack	Rack	Rack
Max. # of Processors	2	2	2	2
Included # of Processors	1	1	1	1
CPU Speed:	Intel Pentium III 1.13GHz	Xeon 1.8 GHz	Intel Xeon, 1.8GHz	2.0 GHz Xeon
L2 Cache size	512K	512K cache	512K	512k
Max Memory	4GB	12 GB	6GB	12GB
Included Memory	512MB	512MB	1GB	1 GB
# of Drives	2	3	3	7
# Drives Included	2	2	3	3
Hard Disk Capacity/Drive	18 GB	36 GB	36 GB	36 GB
Hard Drive Speed	10K RPM	10K RPM	10K RPM	10K RPM
Max Internal Capacity	438 GB	438 GB	438 GB	1.02 TB
# Externally Accessible Drives	1	1	2	2
Primary Controller	RAID 0, Dual Channel	Raid 5 Dual Channel	RAID 5, Dual Channel	Raid 5 Dual Channel
Network Card	Dual on board NICs, at least one with support for load balancing and failover	10/100/1000 & 10/100	Dual on board NICs, at least one with support for load balancing and failover	10/100/1000 & 10/100
Fixed Optical Device	CD-ROM Drive	CD-ROM	CD-ROM Drive	CD-ROM
Optical Drive Speed	24X	24x	24X	24x
# of PCI Slots	2 Total	1 full height, 1 low profile	3-4 Total	3 full height, 3 low profile
Remote Management Card	Yes, included	AMI Mega Rac	Yes, included	AMI Mega Rac
Operating System	None	None	None	None
Deployment Rails	Included	Included	Included	Included
Warranty	3 YR Parts & Labor, NBD	3 yrs Parts & Labor, NBD	3 YR Parts & Labor, NBD	3 yrs Parts & Labor, NBD

OEM	Gateway	Gateway
Model	955 Server	975 Server
Reference	website	website
Discount	16.7%	28.4%

Table 4 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Servers
Configuration 3

Number of U's	4	4
Chassis	Rack	Rack
Max. # of Processors	4	4
Included # of Processors	1	1
CPU Speed:	Intel Xeon, 1.8GHz	Xeon 2.0 GHz
L2 Cache size	1MB	1MB
Max Memory	10GB	24 GB
Included Memory	2GB	2 GB
# of Drives	4	5
# of Drives Included	4	4
Hard Disk Capacity/Drive	36GB	36 GB
Hard Drive Speed	10K RPM	10K RPM
Max Internal Capacity	584 GB	730 GB
# Externally Accessible Drives	2	2
Primary Controller	RAID 5, Dual Channel	RAID 5, Dual Channel
Network Card	Dual on board NICs, at least one with	10/100/1000 & 10/100
Fixed Optical Device	CD-ROM Drive	CD-ROM
Optical Drive Speed	24X	24x
# of PCI Slots	6 Total	8
Remote Management Card	Yes, included	AMI Mega Rac
Operating System	None	None
Deployment Rails	Included	Included
Warranty	3 YR Parts & Labor, NBD	3 yrs Parts & Labor, NBD

OEM	Gateway
Model	995 Server
Reference	website
Discount	25.9%

Table 4 (Cont.)
Attachment "A"
Contract VA-030801-GATE

Gateway Discounts

Discount **24%**

Change from rack to tower chassis
2nd Processor Option Kit - Same Speed
Additional 128MB RAM
Additional 256MB RAM
Additional 512MB RAM
Additional 1GB RAM
Increase each disk capacity to 36GB, 10K RPM, SCSCI Hot Plug
Increase each disk capacity to 73GB, 10K RPM, SCSCI Hot Plug
Increase each disk capacity to 146GB, 10K RPM, SCSCI Hot Plug
Increase each drive speed to 15K RPM
Increase each disk capacity to 36GB, 15K RPM, SCSCI Hot Plug
Increase each disk capacity to 73GB, 15K RPM, SCSCI Hot Plug
Remove Deployment Rails
Internal DLT Tape Drive (40 GB/80 GB)
External SDLT Tape Drive (110 GB/220 GB)
Add CDRW Drive
Add DVD Drive
Add DVD/CDRW Drive
Gigabit Network Connection
Monitor Media and Documentation
Linux Option
Upgrade Warranty 4hr Response Time, M-F 8am-6pm
Upgrade Warranty to 4hr Response Time, 7x24
Add Operating System
Remove Remote Management Card
Upgrade from SCSI to Fibre Channel

Table 5
Attachment "A"
Contract VA-030801-GATE

Gateway

Please provide the per unit price for the respective services in the cells below.

[redacted]	[redacted]	[redacted]	[redacted]
Imaging (copying of system config from a master to other machines)	50*	50*	50*
Asset Tagging	20*	20*	20*
Deployment/Installation/Disposal Services	1=$99 1+=$69	1=99 1+=$69	$349
Data Transfer (from retired machine to new unit)	$47/.5 Hr.	47.5 Hr	$60/.5 Hr.

* These prices are based on a "no volume commitment" scenario and require a minimum order of 20 units. Gateway routinely offers a discount to the buying entity based on the total number of seats to be Imaged or Asset Tagged over a period of 90 days. If the Commonwealth will award an exclusive contract to Gateway we will be able to provide a reduced set-price.

Gateway

CUSTOM INTEGRATED SOLUTIONS (CIS) SOFTWARE INSTALLATION AGREEMENT

This Agreement is made this day of , 200 ("Effective Date") by and between Gateway Companies, Inc., ("Gateway") and ("Customer"). Under the following terms and conditions, Gateway will receive (or furnish), replicate and install ("Software") on Gateway computer products ("Products") purchased by Customer.

1. Title: Title or license to copyrights and patents in the Software (and the source and object code associated with the Software) are and shall remain the property of Customer or Customer's licensors. All copies of the Software made by or for Gateway, as well as any and all Software developed by Gateway for Customer's benefit, shall remain the property of Customer. Gateway shall install the Software only on Customer designated Products.

2. License Grant: In order to perform this service, Customer hereby grants to Gateway and its affiliates a nonexclusive, nontransferable license and right to internally manufacture, use, and reproduce copies of the Software as contemplated herein. If necessary to fulfill Customer's instructions, such grant shall also include the right to modify, create and reproduce computer derivative works, which works shall belong to the licensor of the Software.

3. Representations & Warranties: Customer represents and warrants that: (1) it has full power to enter into this Agreement; (2) it has all rights, title, and interest in the Software and the right to copy or have copies made for its own use, and such rights can be conveyed to Gateway without restriction for the purposes contemplated herein; (3) modifications which the Customer requests Gateway to make to the Software do not infringe upon or misappropriate any copyright, patent, trade secret, or other proprietary rights of any third party; (4) the media upon which the Software is provided to Gateway by Customer is free from all defects and viruses ;and (5) installation of the Software shall not by itself result in any performance problems or degradation of the Gateway Products.

4. Export Control Compliance: Customer shall comply with any applicable export control laws and regulations as they apply to the Software and/or the export of Gateway Products onto which the Software has been installed as contemplated by this Agreement, and shall obtain any permits and licenses required for the lawful export, utilization and use of such Products or components thereof. Customer shall indemnify and defend Gateway against any breach of its obligations under this paragraph and shall pay all resulting costs, damages and attorney's fees related thereto.

5. Indemnification: To the extent permitted by law, the Customer agrees to indemnify, hold harmless and defend Gateway, its officers, directors, contractors and employees from and against any conditions, claims, causes of action, liabilities, costs, losses, and damages, including direct, indirect, or consequential damages arising out of or relating to any matter contemplated by this Agreement including: (1) alleged infringement or violation of any trademark, copyright, trade secret, right of publicity or privacy, patent or other proprietary right with respect to the Software; (2) any possession or use of confidential or proprietary information or trade secrets Customer has obtained from sources other than Gateway; (3) any Customer failure to comply with federal, state or local law (including notice of any ITAR encryption requirements); and (4) the breach of any representation, covenant or warranty stated herein.

6. General Provisions: All matters arising as between Gateway and Customer with respect to the subject matter of this Agreement which are not specifically addressed herein shall be governed by the Gateway Standard Terms and Conditions of Sale accompanying the Products, which are incorporated herein by this reference.

IN WITNESS WHEREOF Gateway and Customer have executed this Agreement as of the Effective Date by signature of their authorized representatives.

Gateway Companies, Inc.

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____

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PROGRAM GUIDE

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- Objective
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- Features and Benefits

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- Replacement Part Orders
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- Out of Warranty Parts
- Defective Part Returns

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SECTION 1: PROGRAM OVERVIEW

Objective

Building stronger relationships with our Partners is critical to the success of Gateway's Authorized Service Provider Program.

The Gateway Authorized Service Provider Program:

- Is a key part of the Gateway service model, which focuses on customer satisfaction and the changing business needs of our end-user customers.
- Provides Gateway Partners with a closed loop complete service process.
- Allows Gateway and the Service Provider the ability to increase revenue by providing a total solution to the customer.
- Supports Partners providing in-warranty, break-fix services on Gateway business products only.

Who Can Participate?

This Authorized Service Provider Program Guide provides formal guidelines for:

- ***GAR/VAR*** - A Gateway Authorized Reseller (GAR) that currently resells Gateway hardware and has a service component within their business model. Only authorized to perform warrant work for Gateway equipment they have resold
- ***NSP*** - A Gateway Network Solution Provider (NSP)
- ***Client Appointed*** – Service provider that has been appointed by an end-user customer to perform service on their Gateway hardware.
- ***Self Maintainer*** - A Gateway Corporate, Educational or Governmental end-user customer who has employees that have the technical expertise to provide diagnosis and service to their internal customer by Self Maintaining Gateway product.
- ***Campus Service Provider*** - An Educational Institution self-maintaining their install base and providing depot/carry-in product repair for current students and faculty members.

Features & Benefits

As a Gateway Authorized Service Provider, you can take advantage of many features and benefits associated with this program, including:

- A web-based part ordering process though Siebel.
- Access to technical support 24 x 7 x 365 via a dedicated number.
- Updated training and technical information via the Partner Portal
- Monthly reimbursement for qualified service events.
- Payment is generated to ASP's without need to invoice Gateway for monthly reimbursements.
- Monthly reimbursement reporting to support reimbursements.
- Repair guidelines on Gateway products.
- Portable and Profile 4 Repair Manuals.
- The option to apply monthly reimbursements to Gateway Client ID's, for credit toward future product purchases.
- Competitive, annual program fees and reimbursements.
- Ability to generate individual reports from Siebel.

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SECTION 2: ASP ACCEPTANCE AND PROGRAM COMPLIANCE

Overview

A Service Provider, who has satisfied all of the requirements for participation in Gateway's Authorized Service Provider Program, is authorized by Gateway to provide hardware repair services on designated Gateway branded servers, desktops and portables.

The Service Provider is authorized to represent itself as a Gateway Authorized Service Provider for break-fix repair on Gateway business branded products as long as the Service Provider maintains approved status within Gateway's ASP Program.

The Gateway Authorized Service Provider reimbursements are not eligible for consumer product repairs. Service Providers are encouraged to refer consumer customers to 1-800-Gateway for repair and technical support issues.

Requirements, Terms and Conditions

To participate in the Gateway's ASP Program, the following requirements must be met:

1. Service Provider must complete the ASP Program Application, meet all requirements and achieve approval status by Gateway in the form of a signed Agreement. Service Provider, without exception, must sign and agree to the terms and conditions of Gateway's Authorized Service Provider Agreement and Service Provider Program Guide.

2. Upon signing of the ASP Agreement, Service Provider must meet and maintain the staffing and certification requirements (as stated in the ASP Program Application) for the period of one year, in accordance with the ASP Agreement.

3. Gateway, at its discretion, will perform random Customer Satisfaction audits or surveys to obtain direct feedback on quality and performance of our Authorized Service Providers.

4. Gateway reserves the right to require end-user contact information from the ASP.

5. ASP will perform phone diagnosis to support "diagnosis before dispatching."

6. Service Provider shall <u>not</u> perform board level repairs on any Product sold by Gateway or sold by the Reseller including the following services in connection with Gateway Products:

   - Break the seal on any components, such as drives.
   - Open the case of a monitor.
   - Perform any other non-field replaceable procedures as outlined in the Gateway Limited Parts Warranty or Repair Guidelines.

7. In the event a Gateway <u>Portable</u> product cannot be repaired via a CRU or FRU component, as designated in the Repair Guidelines, the system must be returned to Gateway's designated location for in-house repair services. ASP's should contact Gateway's ASP Technical Support

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(1-877-663-7544) for shipping instructions or the closest designated return location. ASP's are responsible for providing the Gateway Technician with:

- System's serial number.
- Service Request Number if Technical Support has assisted with diagnostics or troubleshooting on this serial number in the past.
- Brief description of the problem.
- Current Operating System is.
- Contact information.
- Ship-to address and contact name of where the repaired system should be sent back.

Once the above information is provided, the Gateway Technician will:

- Provide his/her name, badge number and event number for your records.
- Provide a service Return Merchandise Authorization (RMA) number.
- Offer a Packaging Materials Kit to be sent through Airborne for the safe return of the portable to Gateway for repair.

ASP is responsible for:

- Placing the RMA number on the shipping label, and on the outside of the box.
- Including a separate note inside the box with a brief description of the problem, a contact name, phone number and RMA number.
- Removing of the hard drive to save data prior to shipping.
- Removing any removable parts that are not associated with this repair prior to shipment. (i.e. CD-Roms, Batteries, AC Adapter, PC Cards, Hard Drives).

8. Once the system is received by Gateway's designated in-house repair facility, orders are typically returned to the end-user customer or ASP, whichever is noted within the Service request, within 3 to 5 business days upon receipt.

9. Whole unit replacements must be pre-approved by Gateway. In the event a whole unit replacement outside the first thirty (30) days of warranty is required, Gateway shall pay to ship the replacement unit to the ASP's designated location. ASP is responsible for payment of shipping and appropriate insurance fees to return the defective unit. To ensure reimbursement, the return of the defective product must be received by Gateway within **20 business days** of when the whole unit replacement was shipped.

10. The use of assigning Service sub-contractors to provide service work under the Gateway ASP Program is not permitted.

Replacement Part Orders

1. ASP is responsible for all parts ordered through the ASP Program's web based part ordering system, Siebel, on behalf of the end-user customer.

2. ASP must use all commercially reasonable efforts to ensure replacement parts ordered from Gateway are for actual technical failures. Gateway reserves the right to implement a "no defect

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found" audit. At Gateway's discretion, ASP may not be eligible for reimbursements and may be canceled from the ASP program if repeated events are found to show no defects upon review.

3. When requesting a replacement part order, ASP is responsible for utilizing Gateway's web-based, in-warranty, part-ordering system - Siebel. Access to this system will be provided to ASP upon becoming "Operational" within the ASP Program.

4. When placing replacement part orders within Siebel, ASP is responsible for providing all necessary and required information to qualify for the timely shipment of the replacement part and for service event reimbursement.

5. It is the ASP's responsibility to access Siebel or contact customer service to determine current order status of any service request. It is also the ASPs responsibility to correct any Service Request that is not entered correctly. Please refer to the SIEBEL User's Guide located under SIEBEL Info Center for additional information.

Note: Incomplete service requests will not be processed.

6. Gateway shall provide a Replacement Part in exchange for non-functioning parts that was included in the original configuration of the Product. Replacement Parts may be new or serviceably used and comparable in function and performance to the original part. The term of the period where Gateway will provide the Replacement Product is based on the term of the Warranty coverage that was provided with the purchase of the Product.

7. If an ASP is found to be using the replacement part orders as a means to build a temporary spare parts pool, the ASP shall be terminated from the ASP program. If a spare parts pool is needed to facilitate specific Service Level Agreement(s), the ASP is encouraged to contact their Gateway Sales Representative or Gateway's Add-On Sales Department for assistance 1-800-846-2080. (The ASP program can not guarantee that all parts will be available for purchase)

8. Service Manuals for Portables and Profiles released after 7-1-02 can be downloaded from the ASP FTP Site @ ftp://ftp.gateway.com/pub/hardware_support/manuals/asp_manuals/

Replacement Part Shipping

1. Gateway utilizes commercially reasonable efforts to ship replacement parts the same day via overnight delivery. Several factors may affect our ability to meet this delivery timeframe which may include:

   - The time the ASP Service Request is entered into Siebel.
   - The time the ASP Part Order is processed by Gateway.
   - Part(s) availability.
   - Siebel Order not completed correctly.
   - Requested "ship to" location.

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Important Information:

- ***Part orders entered into Siebel after 3PM CST, may not be processed and shipped the day the order is received.***
- ***Day of the week part order is received and processed.***
- ***Gateway does not guarantee replacement part delivery response times.***
- ***For questions regarding part orders, please call Customer Service Department at 1-800-846-4510 Ext. 20239***

Out of Warranty Parts

1. If out of warranty parts are required, ASP can contact their Sales Representative or Gateway's Add-On Department at 1-800-846-2080 x 39356 for assistance.

Defective Part Returns

1. ASPs are required to return defective parts to Gateway within 20 calendar days from when Gateway shipped the replacement part. If the non-return or late return of defective parts to Gateway represents more than 10% of the total spare part orders within one quarter, Service Provider may be terminated from Gateway's ASP Program.
2. ASP is responsible for utilizing the packaging material in which the replacement parts arrived. ASP shall affix the pre-paid ARS shipping label and Return Merchandise Authorization number on the outside of the return package to ensure that Gateway processes the defective return properly.
3. Gateway reserves the right to withhold monthly reimbursement payments to Service Provider for any unpaid invoices owed to Gateway for the non-return of defective product(s) or product purchases until such invoices are paid in full by Service Provider
4. Gateway reserves the right to withhold monthly reimbursement payments to the Service Provider along with the cost of the part, shipping and handling for parts returned and tested as No Defect Found (NDF), Customer Induced Damage (CID), Out of Warranty (OOW).

Note: When returning defective parts to Gateway, please be aware that the method of shipment back to Gateway when using the pre-paid ARS shipping label is UPS ground service. Please plan accordingly to ensure the defective part is returned to Gateway within the 20 day window for reimbursement eligibility.

SECTION 3: PROGRAM FEES AND REIMBURSEMENTS

Gateway provides a choice of 5 Authorized Service Provider Programs. Please refer to your Application and/or Welcome Kit for specific program fees and reimbursements.

Reimbursement Guidelines

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1. Gateway's Authorized Service Providers have been authorized by Gateway to provide in-warranty, break-fix service on Gateway products sold to commercial business customers only.

2. Gateway will reimburse the ASP for parts used to perform in-warranty service only. **The ASP partners are responsible for determining whether a product or problem is covered by Gateway's warranty policy.** ASP has the right to charge an end-user for any services performed for an out-of-warranty repair or for services not reimbursed by Gateway's ASP Program.

3. ASP must take full responsibility for verifying product warranty entitlement prior to processing a claim or requesting parts. If service work is performed which is not in-warranty, Gateway is under no obligation to provide reimbursement to ASP and may charge the cost of shipping, administrative expenses and the cost of the part back to the ASP either through Reimbursement deductions or through a Gateway Invoice.

4. Gateway's Authorized Service Provider Program does not reimburse for service work performed on a Consumer (Non-Commercial End-User) system with the exception of Students and Faculty associated with a University who's Repair Center is within Gateway's CSP Program. Non-Commercial End-Users should be referred to Gateway's Technical Support or to a Gateway Country Store for service assistance.

5. **Labor only repair incidents that do not require a replacement part are not eligible for reimbursement under Gateway's Authorized Service Provider Program.** The only exception for a labor only reimbursement is a Gateway authorized repair incident on a system that fails within the first 90 days of purchase. The following are examples of these types of reimbursable events:

- Unseated cards, cables, power supplies and reconfiguration.

Note: To ensure reimbursement on labor only repair incidents as described above, ASP must obtain prior authorization by sending an e-mail to ASPreimbursments@gateway.com ***for approval.***

6. A single service event repair is considered complete when all of the support activities necessary to repair the specific product failure have has been performed. If providing service for a Gateway customer, all ASP partners are responsible to ensure all the systems devices are working properly.

7. Multiple replacement parts ordered and/or replaced in the same unit, in response to the same product failure shall be reimbursed as a single service event repair.

8. Legacy Portables and All-In-One product repair reimbursements will be paid for hard drive and/or memory replacements only unless specified in Section 8. If other repairs are required, ASP must return the product to Gateway for depot repair.

Note: Please refer to Gateway's Repair Guidelines in Section 8 for Portable and Profile repair information.

9. A Repair may only be treated as either Non-Reimbursable, Reimbursable, or Facilitation and only one fee shall be payable for any single repair.

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10. Reimbursements are only paid for the term of the warranty that originally shipped with the Gateway Product or was purchased by the end-user customer after the point of sale. If the warranty has expired, Gateway will not provide reimbursement to the Service Provider. It is then the ASP's responsibility to charge the end-user customer for providing out of warranty service.

11. Gateway is not responsible for expenses or service performed by ASP that does not meet the reimbursement criteria.

12. Two repairs completed within sixty (60) days for the same serial number, will be paid; however, a third repair attempted within the sixty (60) day period shall be subject to review by Gateway prior to initiation of repair activity and may not be reimbursable. The burden of proof, to substantiate the services performed, is the responsibility of the ASP.

13. To ensure reimbursement and to eliminate a duplicate order on any replacement part(s) arriving DOA, wrong or defective, ASP must notify ASP Service Administration by:

    a) Completing and submitting a new request through Siebel. Please include the original order number for the DOA or defective part inside of the Parts Failure Text
    b) Send ASPreimbursements@gateway.com an email with the new SR#. Please briefly explain what the circumstance is.
    c) Failure to follow this procedure could result in your part being considered Customer Induced Damage (CID) or tested as NDF.

SECTION 4: WARRANTY CLAIM PROCESS

ASP Part Order Service Request Within Siebel=Warranty Claim

1. Upon acceptance into the Gateway Authorized Service Provider Program, ASP will receive an electronic Welcome Kit containing your Siebel Login ID and Password, User Guide for Siebel and link for additional information.

2. It is the ASP's responsibility to train all employees within their organization who will be ordering spare parts from Gateway on Siebel to ensure all parts orders are placed accurately to ensure reimbursement.

3. At the end of each month, warranty reimbursements will be calculated and paid based upon the cumulative information from the ASP's part order service requests within Siebel. Monthly reimbursements will be paid after the defective part has been returned to Gateway.

4. Charges for Customer Induced Damage or replacing parts for systems containing Accidental Damage Protection may be withheld from your reimbursement check.

Reimbursement Disputes

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1. Disputes must be logged by the ASP partner via e-mail within 45 days of receipt of the reconciliation report and reimbursement. The event in question must appear on the monthly report.

Any disputes after 45 days will not be processed.

2. For dispute resolution pertaining to warranty reimbursements, ASP must follow the procedures outlined below:

   a) Draft an electronic Reimbursement Dispute; include pertinent service dates and descriptions, serial numbers, event numbers and description of services rendered.
   b) Send your Reimbursement Dispute via e-mail to the ASP Reimbursement team for review and evaluation. ASPreimbursments@gateway.com
   c) Dispute resolution results will be communicated within 15 business days from the receipt of the e-mail.

3. Should a Gateway technician order a spare part for an ASP or a Gateway end-user, while on a Gateway Technical Support call, the Gateway technician will assign a Service Request Number to the service call as a tracking mechanism of the event. Even though the ASP has not ordered the part, the ASP will likely still perform the replacement part service.

4. To ensure proper reimbursement for such instances, it is the ASP's responsibility to enter the Service Request Number and brief description for the services performed within a new Service Request within Siebel. Please follow the process below

NOTE: If this process is not completed accurately, you will not be reimbursed for the service work performed.

5. Should a Gateway end-user customer contact the ASP to provide replacement part service for spare parts that were ordered by a Gateway technician, the ASP is responsible for the following actions in order to be properly reimbursed:

   a) Obtaining the Service Event Number or Order Number given to the end-user by the Gateway technician.
   b) Completing and submitting, via Siebel, a Service Request Only order. Please include Service Request Number assigned by Gateway, the serial number of the system requiring repair, the date of repair and a description of the failure inside of the Description box located under Assets Service Request tab.
   c) Please indicate the assigned areas the Service Type, Part Requested (None) and information from (b) in the Description box.
   d) Click on the Service Request Number hyperlink after completing steps above, this is the final step. Please due not submit an order for the part and this will cause another part to be shipped for the same event.

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Claim Auditing

1. Gateway reserves the right to request proof of warranty documentation from an Authorized Service Provider who has claimed warranty reimbursements on a specific Gateway serial number. Gateway reserves the right to audit any warranty claim for up to three (3) years after the claim for warranty reimbursement has been submitted.

2. Through written notice, Gateway may terminate the ASP agreement along with the Reseller Agreement plus recover all amounts previously paid to the ASP for parts and labor on the false warranty claims. Auditing may take place via phone, fax or in person and will be done at random with no official notice to the participating ASP.

3. For warranty entitlement information and verification, ASP should refer to the warranty tab in Siebel, original customer invoice or visit the www.gatewayatwork.com/gw_atwork/support web-site.

SECTION 5: PARTS STOCKING

Spare Part Pools

1. In the event ASP has contractual obligations to meet minimum service level guarantees or to provide premium service levels, Gateway recommends that the ASP ***purchase*** a combination of spare parts and whole units. Please contact your Gateway Sales Representative or Gateway's Add-On Department for assistance 1-800-846-2080.

2. Parts ordered and stocked by the ASP may be used for the repair of Gateway hardware both in and out of warranty.

3. Gateway will not, at any time, buy back parts inventory from ASP's or offer stock balancing as a standard Gateway sanctioned activity. In no circumstance will Gateway accept back parts due to a termination of an ASP's Gateway Reseller Agreement or Service Provider Agreement.

Note: In situations where an ASP stocks parts, upon request, Gateway will replenish the ASP's inventory via standard shipping methods and fulfillment. Back ordered or unavailable parts will be shipped, when available, utilizing the standard back ordered shipping methods. Gateway makes no implied or written guarantee that specific parts will be available or that parts will be delivered within a specific time frame.

4. It is advised that when a part is pulled from the parts pool, replacement parts should be ordered within 48 hours to ensure proper reimbursement and replenishment. ARS return labels will be included in the replacement part order packaging for the return of the defective part to Gateway.

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SECTION 6: PROGRAM RENEWAL

1. Each Authorized Service Provider is required to renew their ASP status annually. The renewal date is one year from the ASP Agreement effective date signed by Gateway.

2. 30 days prior to expiration, Gateway's Service Administration will e-mail all renewal documents to the contact name originally submitted on the Service Contact Form within the original ASP Application Kit.

Note: It is the ASP's responsibility to provide any changes in contact information to Gateway by sending an e-mail to **Channel.Services@Gateway.com** ***This will ensure that all ASPs receive important ASP Program communications.***

3. In order to continue in the ASP Program without interruption of replacement part orders and reimbursement payments, the following renewal documents shall be completed and submitted to Gateway prior to the Agreement expiration:

   - ASP Profile Document
   - Program Fee payment form
   - Submission of copies of Technician Certifications
   - ASP Agreement

4. Receipt of a signed renewal letter or new ASP Agreement will extend authorization for another year.

5. If Gateway does not receive the renewal documents before the ASP Agreement expiration, a Termination Letter will be sent to the ASP to serve as notice that all activity under the Gateway Authorized Service Provider Program must cease. This includes eligibility for monthly reimbursements, spare part ordering and use of the ASP logo, if applicable.

SECTION 7: ASP SUPPORT INFORMATION

Important Links, Reference Sites and Phone Numbers

Program Questions:	Channel.Services@Gateway.com
Reimbursement Questions:	ASPreimbursements@Gateway.com

Siebel Help Desk:	877-663-7544 Option 1
ASP Technical Support	877-663-7544 Option 2-5

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Part Order Status: 800-846-4510 x 20239
To Purchase Spare Parts, Whole Units or Out of Warranty Parts: 800-846-2080 x39356

E-Support, Product Updates & Service Advisories: www.gatewayatwork.com/gw_atwork/support/
Product Warranties, Terms & Conditions: www.gateway.com/help/support/index.shtml
Driver Downloads: www.gateway.com/support/product/drivers/index.shtml

SECTION 8: PRODUCT REPAIR GUIDELINES

The following guidelines are provided to assist you in the preparation of servicing of Gateway products that are within warranty as part of your Authorized Service Provider status and eligibility for reimbursement along with the guidelines that could lead to probation status.

NOTE: Components outside the box are not eligible for labor reimbursement, this would include but not limited to Keyboards, Mice, Speakers, Printers and Scanners.

Electrostatic Discharge Procedures

1. **Required equipment:**

- ESD Table mat.
- Grounding connectors
- Grounding Wrist strap.
- Non static generating flooring when needed.

2. **Work Area requirements**

- Work areas where part replacement or where static sensitive devices are exposed should utilize grounded ESD conductive table mats and ESD wrist straps connected to the grounded mat.
    - ESD table mat should cover the complete work area and be grounded to an earth ground. Earth ground can generally be obtained by connecting to the outlet cover screw.
- If the work area is carpeted a conductive and dissipative floor material should be utilized in the work area where the work will be done.
- The work area should be free of packing foam, plastics, Styrofoam cups, candy wrappers, tape and dust as these are all static generators and/or insulators for static electricity.

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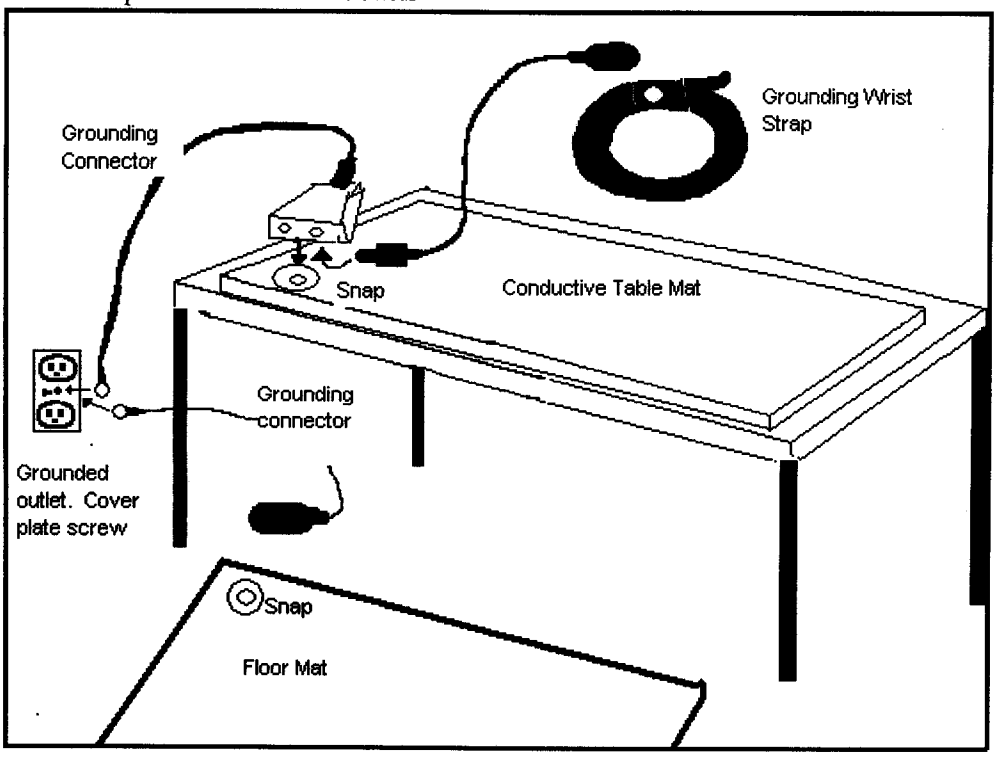
Example of Work area bench



3. **Handling requirements:**

- Only handle parts when wearing a grounded wrist strap
- Remove parts from ESD bag only when you are ready to use them. Do not lay parts on the outside of the anti static bags because only the inside of the bag provides ESD protection.
- Also hold expansion cards by their edges and their metal mounting brackets. Avoid touching components on the cards and the edge connectors that connect to the expansion slot. Never slide expansion cards or ESD sensitive components over any surface.
- Static sensitive components may be placed on a grounded mat but make sure that the exterior of the antistatic bag does not come in contact with the static sensitive parts.
- Do not stack parts.
- Do not were ESD straps over clothing. The metal part of the strap must come in direct contact with the skin to work properly.

4. **Maintenance requirements:**

- Proper ground connection between the mat and ground should be checked periodically using the Ohm setting on a multi meter. The reading between the mat connector to the grounding point should read zero.
- Wrist strap cords should be replaced or checked periodically to make sure the cord providing a path the grounding point on the mat. The cord should be checked for continuity using a Ohm meter. The readings will show a high resistance in the Mega Ohms but should not show no reading at all.

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- Mats should also be cleaned weekly with a mat cleaning recommended by the Conductive mat manufacture. This helps prevent dirt and other contaminate buildups that will affect the ability of the mat to conduct properly.

DESKTOPS

- **Chassis/Cases:**

Individual case parts that can be damaged or malfunction are replaceable. Some examples of these replaceable parts are Control Panels, Bezels, Side Panels, Drive Cages, Feet & Shields. Most cases have from 20 to 50 parts that are replaceable. Total chassis replacement is not allowed due to FCC and Safety issues. If an entire chassis needs replacement, it can only be done at a Gateway Service Center. Therefore, the system must be returned back to Gateway.

Desktop Reimbursable components

Motherboard (Should include new processor and memory)	*ASP Reimbursable*
Power Supply	*ASP Reimbursable*
Internal Drives (Example: HDD, FDD, TBU, ZIP, CD/DVD)	*ASP Reimbursable*
Internal Cards (Example: Modems, Network, Video, Sound, Controller)	*ASP Reimbursable*

SERVERS

- **Chassis/Cases:**

Individual case parts that can be damaged or malfunction are replaceable. Some examples of these replaceable parts are Control Panels, Bezels, Side Panels, Drive Cages, Feet & Shields. Most cases have from 20 to 50 parts that are replaceable. Total chassis replacement is not allowed due to FCC and Safety issues. If an entire chassis needs replacement, it can only be done at a Gateway Service Center. Therefore, the system must be returned back to Gateway.

Server Reimbursable components

Motherboard (Should include new processor and memory)	*ASP Reimbursable*
Power Supply	*ASP Reimbursable*
Internal Drives (Example: HDD, FDD, TBU, ZIP, CD/DVD)	*ASP Reimbursable*
Internal Cards (Example: Modems, Network, Video, Sound, Controller)	*ASP Reimbursable*

GATEWAY PORTABLES

Individual parts that can be damaged or malfunction are replaceable. Some examples of these replaceable parts are the LCD, Palm Rest Assembly, Heat Sink and Fan Assembly. Most cases have from 15 to 30 parts that are replaceable. Total chassis replacement is not allowed due to FCC and Safety issues. If an entire chassis needs replacement, it can only be done at a Gateway Service Center. Therefore, the system must be returned back to Gateway

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PORTABLES RELEASED AFTER 7-1-02

Gateway is providing a Field Replacement Unit (FRU) Program for the 1450, 450, 400 and 600 along with future releases. Included with this program is the option for Customer Replaceable Units (CRU) and Field Replaceable Unites (FRU)level repairs.
Your Certified Technicians can replace the following FRU items at the component level with reimbursements. CRU items can be ordered and replaced by either the end users or ASP, but will not be eligible for reimbursement.

1. Replacement of the Portable LCD is authorized for product defects only. If LCD replacement is necessary due to Customer Induced Damage or has Accidental Damage Protection (ADP) as part of the warranty, the system must be returned for depot repair.
2. Warranty claims will be denied if components are replaced outside of the standard Gateway Terms and Conditions for warranty replacement.
3. Charges may be applied if damage is determined to be outside the Gateway standard Terms and Conditions for warranty replacement.

FOR A COMPLETE LIST OF PORTABLE/PROFILE FRU PARTS, PLEASE REFERENCE THE PORTABLE PARTS LIST LOCATED IN SIEBEL/MYINFO/ASP LITERATURE

GATEWAY PORTABLE 1450 FRU PARTS

14" LCD assembly without wireless for SL1450	*Authorized Service Provider Only*
14" LCD assembly with wireless SL1450	*Authorized Service Provider Only*
15" LCD assembly without wireless for SL1450	*Authorized Service Provider Only*
15" LCD assembly with wireless for SL1450	*Authorized Service Provider Only*
Palm rest plastic with touchpad for SL1450	*Authorized Service Provider Only*
Motherboard for SL1450	*Authorized Service Provider Only*
Floppy drive for SL1450	*Authorized Service Provider Only*
CMOS battery for SL1450	*Authorized Service Provider Only*
14.1" LCD plastic for SL1450	*Authorized Service Provider Only*
15.0" LCD Plastic for SL1450	*Authorized Service Provider Only*
Heat Sink for SL1450	*Authorized Service Provider Only*
14.1" LCD KNOB for SL1450	*Authorized Service Provider Only*
14.1" LCD LATCH for SL1450	*Authorized Service Provider Only*
14.1" LCD LATCH SPRING for SL1450	*Authorized Service Provider Only*
15.0" LCD KNOB for SL1450	*Authorized Service Provider Only*
15.0" LCD HOOK SPRING for SL1450	*Authorized Service Provider Only*

GATEWAY PORTABLE 450 FRU PARTS

Heatsink for 450SX4	*Authorized Service Provider Only*

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14" LCD Assembly with wireless for 450SX4	*Authorized Service Provider Only*
14" LCD Assembly without wireless for 450SX4	*Authorized Service Provider Only*
15" LCD Assembly with wireless for 450SX4)	*Authorized Service Provider Only*
15" LCD Assembly without wireless for 450SX4	*Authorized Service Provider Only*
Palm rest plastic with touchpad for 450SX4	*Authorized Service Provider Only*
Motherboard for 450SX4	*Authorized Service Provider Only*
LED Power Board assembly for 450SX4	*Authorized Service Provider Only*
Primary HDD Connector for 450SX4	*Authorized Service Provider Only*
Lid Switch Arm for 450SX4	*Authorized Service Provider Only*
Lid Switch Spring for 450SX4	*Authorized Service Provider Only*

GATEWAY PORTABLE 400 FRU PARTS

Primary Heatsink Fan Only for 400SD4	*Authorized Service Provider Only*
Fan, 2nd Fan Assembly w/screws for 400SD4	*Authorized Service Provider Only*
Floppy drive for 400SD4	*Authorized Service Provider Only*
14" LCD Assembly with antennae for 400SD4	*Authorized Service Provider Only*
14" LCD Assembly with out antennae for 400SD4	*Authorized Service Provider Only*
15" LCD Assembly with antennae for 400SD4	*Authorized Service Provider Only*
15" LCD Assembly with out antennae for 400SD4	*Authorized Service Provider Only*
Modem for 400SD4	*Authorized Service Provider Only*
Motherboard for 400SD4	*Authorized Service Provider Only*
Palm rest plastic with touchpad for 400SD4	*Authorized Service Provider Only*

GATEWAY PORTABLE 600

15" LCD Assembly with wireless for 600YGR	*Authorized Service Provider Only*
15" LCD Assembly without wirelss for 600YGR	*Authorized Service Provider Only*
15.7" LCD Assemble with wireless for 600YGR	*Authorized Service Provider Only*
15.7" LCD Assembly without wireless for 600YGR	*Authorized Service Provider Only*
Left internal spaeake for 600YGR	*Authorized Service Provider Only*
Right internal speaker for 600YGR	*Authorized Service Provider Only*
Internal audio board assembly for 600YGR	*Authorized Service Provider Only*
LED Power board assembly for 600YGR	*Authorized Service Provider Only*
Palm rest plastic with touchpad for 600YGR	*Authorized Service Provider Only*
Motherboard for 600YGR	*Authorized Service Provider Only*
Heat Sink Assembly for 600YGR	*Authorized Service Provider Only*

LEGACY PORTABLES(Prior to 1450,400,450 &600) & ALL IN ONE Systems

The following Portable items ***can*** be replaced at the component level:

- Battery Packs
- AC Adapters/Auto Adapters

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• Power Cords
• PCMCIA Cards
• Modem/Network Cables
• Hard Drives (At the Kit Level Only)
• External Drives
• Docking Bars/Mini-docking stations
• External Keyboards and Mice
• Carrying Cases

The following ***can*** be replaced at the component level **only** if removal does not require chassis disassembly. In other words, there must be some sort of external release device like a latch that allows for removal without chassis disassembly:

• CD ROM drives (Integrated on Solo 2500 series/Solo 1100)
• DVD Drives (Integrated on Solo 2500 series/Solo 1100)
• Floppy Drives
• Access Doors

Profile 3

The following ***can*** be replaced at the component level for Profile 3 systems only:

- Memory
- Hard disks
- CD/DVD drives
- Floppy disk drives
- Mini PCI cards

The following ***can not*** be replaced at the component level at any time due to chassis disassembly:

- System Boards
- CPU's
- PCMCIA Carriages
- Base or Lid cabinet plastics
- Integrated DVD decoders
- Video Inverter Boards

PROFILE 4

The following components are considered FRU level repair for Profile 4 systems only and ***are eligible*** for reimbursement:

- Processor Fan replacement
- LCD Screen replacement

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- Motherboard replacement

The following components are considered CRU level repair for Profile 4 systems only and ***are not*** eligible for reimbursement.

- Hard Drive replacement
- CD/Floppy Drive replacement
- Memory replacement
- Mini-PCI card replacement

In some cases the chassis must be returned to a Gateway repair depot or advance exchange may be available. To obtain further information on where the unit should be sent, contact Technical Support (1-877-663-7544) or your local Gateway Country Store service center.

Individual keys can be requested on the Gateway Parts Pull program by calling Technical Support. Additional items such as miscellaneous screws and doors can also be requested via Parts Pull.

ASP Probation Process

Gateways goal is to ensure that all ASP partners have access to warranty parts needed in a timely fashion. The performance metrics below will be calculated on a monthly and quarterly basis, failure to meet these performance metrics could lead to probation. If a partner has failed to meet one of the performance metrics, information detailing the area in which they've fallen short can be requested by emailing ASPReimbursements@Gateway.com

Performance Metrics:

No Defect Found (NDF) rate >25%: NDF information is provided on a quarterly basis. If you experience an NDF rate greater then 25%, a NDF report will be emailed to you with a breakdown of NDFs by component tested.

Failure to return parts within 30 days of shipment of replacement part: Should not exceed 10% of the parts ordered for any given quarter.

Replacing Customer Induced Damaged product: All Customer Induced Damaged (CID) parts will need to be sent back for Depot Service, please contact tech support to have this arranged. Charges will be applied on a monthly basis for all parts sent back through Siebel and tested as CID.

Requesting Out Of Warranty Product: Individual charges will be applied on a monthly basis for all parts or systems requested through Siebel. Warranties can be verified either through Siebel or Gateway.com, ensuring the proper warranty is attached is the responsibility of the Service Provider.

- **Gateway has provided the following.**
  - You will be receiving your quarterly reports the following month after each quarter has ended.
  - Month ending statements that are mailed with your reimbursement checks have your monthly NDF rate included.

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- All partners have access to the ASP Partner Portal; this site contains updated product training and technical information for all Gateway products. For information concerning the Partner Portal, please Email Channel.Services@Gateway.com or check under Info Center in Siebel.
- Gateway loads all business systems with diagnostic software called PC Doctor. This software is loaded on all systems except Servers and can be utilized for trouble shooting.

- **Probation Status (Phase 1)**.

Phase 1 Probation Status may be invoked by Gateway if partner fails to meet one of the performance metrics listed above during any given quarter. Under Phase 1 Probation, the following will occur:

1. ASP probation letter will be emailed to the designated partner contact or posted in Siebel (When available) following each quarterly report explaining the reason for probation.
2. Deductions will be taken from partner's monthly reimbursements to pay for parts or associated cost for warranty claims that do not meet the criteria as outlined in the ASP Program Contract.
3. If deductions are more then the reimbursement due to the partner in any given month, the remainder of the deduction will carry over to the next month and will be taken out of that month's reimbursements.
4. Probation status will be lifted when subsequent quarterly reports show that all performance metrics have been met.
5. If partner fails to meet performance metrics two quarters in a row, Phase 2 of the probation process may be implemented.
6. If partner has been on probation for three quarters within a 12 month time frame, phase 3 may be invoked.

- **Probation Status (Phase 2)**.

1. Partner has failed to meet the performance metrics explained above for two consecutive quarters.
2. ASP probation letter will be emailed to the designated partner contact or posted in Siebel (When available) following each quarter report explaining the reason for probation
3. Reimbursements will be withheld during this quarter for all warranty claims submitted.
4. Invoices will be sent to Partner for all parts that fail to meet the ASP Program Guide guidelines.
5. If invoices are not paid in full, ASP termination process will be implemented by Gateway.
6. If during the Phase 2 probation period, no parts are ordered, partner will remain in probation until activity is seen through the ASP program and partner meets the performance metrics.
7. Probation status will be lifted when subsequent quarterly reports show that all performance metrics have been met.

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8. If partner has been on probation for three quarters within a 12 month time frame, phase 3 may be invoked.

- **Probation Status (Phase 3)**

1. Legal notice from Gateway that your ASP status will be terminated.
2. Access to Siebel and the Partner Portal will be deactivated.
3. All outstanding invoices and charges due to Gateway must be paid.
4. Partner may have the opportunity to rejoin the program one year form the date of termination. All monies owed to Gateway must be paid in full before reentry into the program will be permitted.
5. Program fee of three thousand dollars will be required for re-enrollment for the first year after being removed from the ASP Program.

Breakdown concerning the four performance metrics

1. No Defect Found (NDF) rate >25% per quarter:

1.1. Once partner's NDF rate for returned parts exceeds 25% during any given quarter, partner will be invoiced for the cost of each part tested and found to have no defect found.

1.2. The cost of each part may include:

1.2.1. Reimbursement for services that may have already been made to partner for the warranty claim associated with the returned NDF part.

1.2.2. {Shipping and Handling charges }

2. Failure to return parts within 30 days of date of shipment of replacement part: If partner fails to return more than 10% of total warranty parts ordered per quarter:

2.1. Invoices will be sent if parts are not returned within 30 days

2.2. Invoices must be paid within the standard Gateway timelines

2.3. If invoices are not paid, Gateway will deduct the amount from your Reimbursement check unless you have reached phase two of probation.

2.4. If you are in phase two, all invoices must be paid in full or termination from the program could be implemented

3. Replacing Customer Induced Damaged (CID) product: The ASP Program does not reimburse for CID. Deductions will be made from your monthly reimbursements to cover the cost of parts ordered on claims that Gateway determines to be CID. A 6-8 week delay may occur before deductions are applied to your reimbursement checks. Multiple incidents within a given month may lead to probation.

3.1. CID replacements are not allowed in the ASP program, any systems with CID parts will be required to be sent in for depot service.

3.2. All products identified as CID by either Gateway or our Suppliers will be charged back to the ASP.

3.2.1. Charges will include:

3.2.1.1. Cost to fix or replace the part

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3.2.1.2. Shipping and Handling Charges

4. **Requesting Out Of Warranty Product (OOW):** Deductions from your monthly reimbursement check will be applied for all components requested for OOW parts. Multiple claims within a given month may lead to probation

4.1.1. Warranty entitlement can be verified through Siebel or Gateway.com and is part of the partner's responsibility.

4.2. Charges will include:

4.2.1. Price of component

4.2.2. Shipping and Handling charges

If you have any questions concerning the ASP Program Guide, please contact your Gateway Account Manager or email Channel.Services@Gateway.com

Thank you

ASP Service Operations

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ATTACHMENT "B"
CONTRACT VA-030801-GATE
REPORTING FORMAT

ILLUSTRATIVE

COV Spend Report for June 2003

This report shows the overall spend each month by Agency/Institution/Municipality

Agency/Institution/Municipality	Total Spend
Supreme Court	200,000
DIT	500,000

ATTACHMENT "B"
CONTRACT VA-030801-GATE
REPORTING FORMAT

System Level Report

ILLUSTRATIVE

This report provides the details of every system bought by each Agency/Institution/Municipality

PO #	Order #	Agency/Institution/Municipality	Service Date	Order Date	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Discount %	Unit Discounted Price on Order Date ($)	Extended Discounted Price on Order Date ($)
11188	222888	Supreme Court	6/25/03	06/23/03	Y	30	1	Orange Y288	Desktop	Desktop 1	S1234	Public Web Price	$ 2,800.00	$ 2,800.00	48%	$ 1,456.00	$ 1,456.00
11189	222889	DIT	6/25/03	06/23/03	Y	10	2	Lemon X118	Laptop	Laptop 2	S1238	Public Web Price	$ 3,000.00	$ 6,000.00	53%	$ 1,410.00	$ 2,820.00
11190	222890	DIT	6/25/03	06/23/03	Y	20	2	Lemon Y200	Laptop	Off-spec	S1232	Public Web Price	$ 2,500.00	$ 5,000.00	38%	$ 1,550.00	$ 3,100.00

ATTACHMENT "B"
CONTRACT VA-030801-GATE
REPORTING FORMAT

Component Level Report

This report provides the detail of every single SKU of each system purchased

															ILLUSTRATIVE	ILLUSTRATIVE
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Price on Order Date ($)	[illegible] Discounted Price on Order Date ($)
11188	222888	Supreme Court	6/25/03	6/23/03	Desktop	Orange Y288	Desktop 1	CPU	11111	2.0GHz Pentium 4	1	$ 300.00	$ 300.00	48%	$ 156.00	$ 156.00
								RAM	11112	512 MB 1 DIMM	1	$ 400.00	$ 400.00	48%	$ 208.00	$ 208.00
								Hardrive	11113	80GB 7200 RPM	1	$ 200.00	$ 200.00	48%	$ 104.00	$ 104.00
								Monitor	11114	17in CRT	1	$ 600.00	$ 600.00	48%	$ 312.00	$ 312.00
								Optical Device	11115	48X CD-ROM	1	$ 300.00	$ 300.00	48%	$ 156.00	$ 156.00
								Warranty	11116	3-yr NBD	1	$ 1,000.00	$ 1,000.00	48%	$ 520.00	$ 520.00
											Subtotal	$2,800.00	$2,800.00	48%	$ 1,456.00	$ 1,456.00
11189	222889	DIT	6/25/03	6/23/03	Laptop	Lemon X118	Laptop 2	CPU	11117	1.5GHz Pentium M	2	$ 400.00	$ 800.00	53%	$ 188.00	$ 376.00
								RAM	11118	1GB 1 DIMM	2	$ 600.00	$ 1,200.00	53%	$ 282.00	$ 564.00
								Hardrive	11119	40 GB 7200 RPM	2	$ 200.00	$ 400.00	53%	$ 94.00	$ 188.00
								Monitor	11120	15.1 TFT	2	$ 600.00	$ 1,200.00	53%	$ 282.00	$ 564.00
								Optical Device	11121	48X CD-ROM	2	$ 300.00	$ 600.00	53%	$ 141.00	$ 282.00
								Warranty	11122	3-yr NBD	2	$ 900.00	$ 1,800.00	53%	$ 423.00	$ 846.00
											Subtotal	$3,000.00	$6,000.00	53%	$ 1,410.00	$ 2,820.00

ATTACHMENT "C"
TO
RFP # 2003-040
THE VIRAGINIA INFORMATION TECHNOLOGIES AGENCY

CERTIFICATION REGARDING LOBBYING

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

a. 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.

b. 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.

c. 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: _____

Organization: _____

Date: _____

Attachment "D"
Contract VA-030801-GATE

STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "purchase") from Gateway, Inc. or any of its subsidiaries or affiliates ("Gateway") or a Gateway authorized reseller ("Reseller"), unless you enter into a separate written agreement with Gateway. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY GATEWAY IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER GATEWAY'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 8 BELOW.**

1. **Payment Terms.** Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. Gateway may change prices without notice to you before Gateway enters your order and may modify and substitute products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when product is shipped unless Gateway has extended credit to you. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Gateway, except that Gateway may, at the request of your lender, withhold technical and warranty support and other services from you.

2. **Shipping and Title.** Gateway will arrange to ship products to you. Title to products passes to you when Gateway delivers them to the shipper and risk of loss passes to you when the shipper delivers products to the address you designate. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You must notify Gateway of damaged or missing items from your order within 30 days after you receive your product.

3. **Return Policy.** You may return products and cancel unused services within 15 days after you receive your product or are invoiced for services, except that E Series systems and server products may be returned within 30 days after you receive your product. To return products and cancel services you must follow Gateway's return procedures, including obtaining a return merchandise authorization (RMA) kit and returning products within 7 days after you receive an RMA kit. Gateway will refund the original purchase price of products, unperformed services and related sales taxes. SHIPPING & HANDLING FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL GATEWAY RECEIVES THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. You must return all pre-loaded software with the product to obtain a refund for the product, and you may only return pre-loaded software if you choose to return the product. You may return other software only if the package has not been opened. THIS RETURN POLICY IS NOT A WARRANTY. NOTE: Gateway will not accept for return any products you purchased from a Reseller. Additional restrictions may apply on certain products purchased from the Gateway Accessory Store. Please visit our Help pages for more information.

4. **Technical Support.** Gateway will provide technical support for products at no additional charge for 30 days from the date of shipment or invoice or, if longer, the period stated in your service package. For Gateway-branded personal computers and servers, the scope of technical support consists of helping you reinstall the operating system and factory-installed software and restore it to the original factory configuration In addition, during your support period Gateway will assist you with (i) installation of any network operating system ("NOS") purchased by you from Gateway; (ii) configuration of the NOS software so that it works with the networked Gateway computers you purchased; (iii) setup of the NOS software so that it is fully integrated with other products you purchased from Gateway; and (iv) troubleshooting issues associated with the NOS software and assistance with NOS error messages. Technical support for issues beyond the scope of this basic technical support may be available under other service packages. Gateway provides technical support via on-line, telephone and other methods. Gateway may change the means through which it provides technical support at any time. **Gateway does not guarantee that software will be free from errors, either in isolation or in combination with hardware.**

5. **Product Warranty.** Gateway warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user that Gateway-branded products will be free from defects in materials and workmanship from the date of shipment for 30 days from the date of shipment or invoice or, if longer, the period stated in the product manual or your service package. During the warranty period, Gateway will, at its option: (1) provide replacement parts necessary to repair the product, (2) replace the product with a comparable product, or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Gateway or a third party service provider, under a separate agreement between you and the service provider, will provide labor to resolve warranty issues during your warranty period. Repair services are available at your location only if provided as part of the service package you purchased. Gateway will determine how and where repair services are provided, and you may be required to deliver your product to an authorized service location. Replacement parts or products will be new or serviceably used, comparable in function and performance to the original part or product, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. You authorize Gateway to send replacement parts and products to an authorized third party service provider. Purchasing additional products from Gateway does not extend your warranty period. To obtain service under this limited warranty, you must follow Gateway's warranty procedures. If Gateway asks you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. Gateway will charge you for replacement parts or products if you fail to do so. If you are a domestic U.S. customer who purchased a product directly from Gateway, Gateway will arrange to ship replacement parts or products to and from you, and will pay the shipping costs. If you live outside the United States, the details of your warranty service may vary as described below. **THIS LIMITED WARRANTY COVERS NORMAL USE. GATEWAY DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF GATEWAY BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-GATEWAY BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-GATEWAY BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.**

6. **Services and Service Warranty.** The terms of services provided to you by Gateway consist of this Agreement and the additional terms stated in separate services descriptions provided by Gateway. For a period of 30 days after services are performed, Gateway warrants that services provided by it will be performed in a professional and workmanlike manner. You should back up all files before services are performed. **GATEWAY IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**

7. Disclaimer of Warranties; Limitation of Liability. EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, GATEWAY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. GATEWAY'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR GATEWAY IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

8. Dispute Resolution. You and Gateway agree that any Dispute between You and Gateway will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and Gateway will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Gateway. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with Gateway, Gateway will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq*. For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any product or service from Gateway, or iii) any other dispute arising out of or relating to the relationship between You and Gateway; the term "Gateway" means Gateway, Inc, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Gateway; and the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

9. General. You may not assign this Agreement without Gateway's written consent. Gateway, Inc. and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Gateway, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Gateway. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Gateway. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of South Dakota, without giving effect to conflicts of law rules.

Privacy Notice. Gateway respects our customers' right to privacy and will take all appropriate steps to keep your personal information confidential. You can review Gateway's Privacy Policy on our web site. The Privacy Policy also explains how you can update your information and elect not to receive email marketing solicitations from Gateway. In addition, Gateway obtains customer information from other companies that provide products and services to our customers. By purchasing, registering for or using other companies' products and services that are distributed by Gateway, you agree that these companies may transfer your customer information to Gateway. Gateway will maintain and use your customer information in accordance with its Privacy Policy.

For Residents of Canada:

1. This Agreement is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement.
2. Shipping and Title You must comply with all applicable export laws and regulations of Canada, the United States and other relevant countries if you export the Product outside Canada.
3. Return Policy. Gateway does not accept for return any products purchased from a reseller. To return products to Gateway, contact Gateway Canada Tech Support and follow the instructions you receive. In all cases, Gateway will not be responsible for any shipping and handling charges to and from Gateway, or paying or refunding customs fees or taxes that may be due.
4. Language. You confirm your request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language. Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectenent soient rédigés en langue anglaise.

For Residents of Mexico:

1. Shipping and Title. You must comply with all applicable export laws and regulations of Mexico, the United States and other relevant countries if you export the Product outside Mexico.

2. Return Policy. Gateway does not accept for return any products purchased from a reseller. To return products to Gateway, contact Gateway Mexico Tech Support and follow the instructions you receive. To return a product purchased directly from Gateway in the United States, contact Gateway International Support in the United States and follow the instructions you receive. In all cases, Gateway will not be responsible for any shipping and handling charges to and from Gateway, or paying or refunding customs fees, taxes, or VAT that may be due.

For All International Customers:

The standard warranty stated above also applies to Gateway products shipped to a country outside the United States, *provided that* customers outside the United States and Canada are responsible for paying all freight charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to the Gateway. All international customers are responsible for all customs duties, VAT and other associated taxes and charges.

Please send correspondence about this Agreement to:
Gateway Customer Services Department
610 Gateway Drive
Attn: Warranty Services
North Sioux City, SD 57049