



VCU

Procurement Services

Date: June 19, 2019

Attronica Computers, Inc.
11547 Nuckols Road
Glen Allen, VA 23059

RE: Contract #: 6811063JC
Renewal No. One

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Dear Mr. Bright,

Your firm's contract with Virginia Commonwealth University (VCU) for Sophos Antivirus software and services expires on June 30, 2019. VCU intends to exercise the renewal of this contract in accordance with Section X, item L of Contract # 6811063JC.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

- ___ Pricing remains the same as the previous contract period.
- ___ Attached is the revised pricing in accordance with the contract terms.
- ___ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me. Your response may be emailed to me at aranthes@vcu.edu. If you have any questions, please contact me at (804) 828-1070.

Sincerely,

Amy Anthes
Category Manager

Contract #: 6811063 JG

RESPONSE:

Attronics
Name of Firm

Don Wray
Signature

Don Bright
Name Printed

VP
Title

06/19/19
Date



VCU

Make it real

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 6811063JC

This contract entered into by Attronica Computers, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University (VCU), called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF THE PERFORMANCE: July 1, 2016 to June 30, 2019 with two (2), one (1) year renewal options.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals # 6811063JC dated December 4, 2015; including the Addendum #01 dated December 18, 2015;
- (3) The Contractor's Proposal dated January 13, 2016;
- (4) The Negotiated Modification dated March 25, 2016; and
- (5) The Sophos End User License Agreement.

All of which documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Attronica Computers, Inc.

By: Don Bright

Name Printed: Don Bright

Title: VP

Date: 3/29/16

PURCHASING AGENCY:

Virginia Commonwealth University

By: Brian Shaw

Name Printed: Brian Shaw

Title: Interim Vice President for Administration

Date: 3/29/16

Appendix D

		EU Name: VIRGINIA COMMONWEALTH UNIVERSITY				
		Endpoint Protection Advanced				
		Start and End Dates 06/30/2016 - 06/29/2017				
		ONE YEAR PRICING				
Mfr. Part #	Qty	Description	Disc	MSRP	Price Ea.	Ext. Price
EP2M1ETAA	11591	ACAD 12MO RNWL ENDPOINT PROTECTION ADV-5000+U	30%	\$6.20	\$4.34	\$50,304.94
PLAT	1	PLATINUM SUP	13%	\$17,966.05	\$15,657.00	\$15,657.00
PREM	1	Premium Support - 12 MOS	13%	\$10,779.63	\$9,377.00	\$9,377.00
PESZTCCAA	1	5DAY ONSITE PROFESSIONAL SVCS ENDPOINT	13%	\$13,900.00	\$12,050.00	\$12,050.00
PESZTCCAA	1	5DAY REMOTE PROFESSIONAL SVCS ENDPOINT	14%	\$11,400.00	\$9,850.00	\$9,850.00

		Start and End Dates 06/30/2016 - 06/29/2019				
		3 YEAR PRICING (PAID UPFRONT)				
Mfr. Part #	Qty	Description	Disc	MSRP	Price Ea.	Ext. Price
EP2M3ETAA	11591	ACAD 36MO RNWL ENDPOINT PROTECTION ADV-5000+U	30%	\$12.40	\$8.68	\$100,609.88
PLAT	1	PLATINUM SUP	13%	\$35,932.10	\$31,260.00	\$31,260.00
PREM	1	Premium Support - 36 MOS	13%	\$21,559.26	\$18,757.00	\$18,757.00
PESZTCCAA	1	5DAY ONSITE PROFESSIONAL SVCS ENDPOINT	13%	\$13,900.00	\$12,050.00	\$12,050.00
PESZTCCAA	1	5DAY REMOTE PROFESSIONAL SVCS ENDPOINT	14%	\$11,400.00	\$9,850.00	\$9,850.00

		Start and End Dates 06/30/2016 - 06/29/2021				
		5 YEAR PRICING (PAID UPFRONT)				
Mfr. Part #	Qty	Description	Disc	MSRP	Price Ea.	Ext. Price
EP2M5ETAA	11591	ACAD 60MO RNWL ENDPOINT PROTECTION ADV-5000+U	30	\$21.70	\$15.19	\$176,067.29
PLAT	1	PLATINUM SUP	13%	\$62,881.18	\$54,700.00	\$54,700.00
PREM	1	Premium Support - 60 MOS	13%	\$37,728.71	\$32,825.00	\$32,825.00
PESZTCCAA	1	5DAY ONSITE PROFESSIONAL SVCS ENDPOINT	13%	\$13,900.00	\$12,050.00	\$12,050.00
PESZTCCAA	1	5DAY REMOTE PROFESSIONAL SVCS ENDPOINT	14%	\$11,400.00	\$9,850.00	\$9,850.00

Corrected 5 Year

		Start and End Dates 06/30/2016 - 06/29/2021				
		5 YEAR PRICING (PAID UPFRONT)				
Mfr. Part #	Qty	Description	Disc	MSRP	Price Ea.	Ext. Price
EP2M5ETAA	11591	ACAD 60MO RNWL ENDPOINT PROTECTION ADV-5000+U	30	\$21.70	\$12.90	\$149,523.90
PLAT	1	PLATINUM SUP		\$62,881.18	\$44,500.00	\$44,500.00
PREM	1	Premium Support - 60 MOS		\$37,728.71	\$26,400.00	\$26,400.00
PESZTCAA	1	5DAY ONSITE PROFESSIONAL SVCS ENDPOINT	13%	\$13,900.00	\$12,050.00	\$12,050.00
PESZTCAA	1	5DAY REMOTE PROFESSIONAL SVCS ENDPOINT	14%	\$11,400.00	\$9,850.00	\$9,850.00

1. VCU requests details on what options for compensation VCU has from Sophos should significant negative business impact occur for VCU resulting from flaws in patching or signature updates of the Sophos product.

Compensation for damages is covered under the negotiated Sophos EULA between Sophos and VCU.

2. VCU would like options to move across Sophos product solutions under the contract with the same discounts. Describe what the process is to migrate to another Sophos AV solution.

Currently Sophos offers Sophos as managed on premise or in the Cloud. Any customer may migrate between the two management platforms. This requires an operation by Sophos Sales, but customers are not prevented from moving to one management platform to another. VCU can move from On-site to Cloud or both at no charge as long as the number of users total the same.

3. What is the hourly rate for the optional on-site and remote IT services?

VCU cost for remote is \$1,970/ day (half day is the minimum). A 3 day onsite engagement is the minimum and the cost for that engagement is \$8,178.

4. VCU intends to pay for the Support SLA annually in advance. Please confirm your understanding about the annual support payments, and confirm that the proposed support price does not increase.

All monies for all terms are due and payable with Net 30 terms unless special arrangements have been made. We have offered a one year renewable price that can be renewed each year for a total of 5 years. We have also offered a 3 and 5 year option that is discounted more but is due upfront.

5. Why is the per year cost higher for the 5 year renewal option with either platinum or premium support than the 3 year renewal option? In particular, the cost of the 5 year platinum support appears very high in comparison to the 3 year cost.

See corrected 5 Year pricing

6. In 2011 VCU received a 37.75% discount for faculty and staff and a 30.00% discount for other Sophos software products. Please explain difference in the current offer of a lower 30.0% discount for the Sophos software products in the Pricing Schedule, 20.0% for all other Sophos software products and only 13.0% on Sophos services and support. Can you offer a 37.75% discount for faculty and staff and a 30.00% discount for other Sophos software products for the potential new contract including Sophos services and support?

The discount percent is lower than 5 years ago because of changes in pricing structures. The cost to VCU per user is lower than it was 5 years ago. The one year cost 5 years ago for faculty and staff was \$9.69 per user and now it is \$4.34. The Discounts listed in the response are a minimum discount level. If Sophos offers additional discounts we will pass them on to VCU.

7. Is the pricing offered the most favorable pricing offered to any customer for the same volume at this particular time? What additional discounts or price breaks can be offered for this contract without changing any of the project approach and deliverables proposed? Provide a revised Pricing Schedule for any lower unit prices and deeper discounts.

Yes the pricing is lower than we have offered to any other University. See attached for pricing



Request for Proposals

RFP #: 6811063JC

RFP Title: Cooperative Term Contract: Sophos
Antivirus Software

Date: December 4, 2015



College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech

A VASCUPP Member Institution

Request For Proposals: RFP #6811063JC**Issue Date:** December 4, 2015**Title:** Cooperative Term Contract: Sophos Antivirus Software**Issuing and Using Agency:** Virginia Commonwealth University
Attention: Jackie Colbert
912 W Grace St., 5th floor
Richmond, Virginia 23284Proposals For Furnishing The Services Described Herein Will Be Received Until: 11:00 AM (EST) local time on January 14, 2016.All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above or to Email: jcolbert@vcu.edu, Phone: (804) 828-0163, VOICE TDD: (800) 828-1120.This solicitation & any addenda are posted on the eVA website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980327, RICHMOND, VA 23298-0327. **IF PROPOSALS ARE HAND DELIVERED OR SENT BY COURIER, DELIVER TO:** VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT SERVICES, 912 W GRACE ST., 5th FLOOR, RICHMOND, VA 23284. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

NAME AND ADDRESS OF FIRM:**Attronica**

11547 Nuckols Rd

Glen Allen VA Zip Code 23059

E-Mail Address: donb@attronica.com

Telephone: (804) 270-3288

Toll free, if available

DUNS NO.:

REGISTERED WITH eVA: (X) YES () NO

VIRGINIA DSBSD () YES () NO

DSBSD CERTIFICATION #: 5298

Date: 1/13/16By (Signature In Ink): 

Name Typed: Don Bright

Title: VP

Fax Number: (804) 346-2822

Toll free, if available

FEI/FIN NO.: 521316050

SMALL BUSINESS: () YES () NO

MINORITY-OWNED: (x) YES () NO

WOMEN-OWNED: () YES (x)

A Pre-Proposal conference will be held. See Section IV. for details.**THIS SOLICITATION CONTAINS 28 PAGES.**

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to establish a VASCUPP cooperative term contract with a qualified source that can provide Sophos Antivirus software for Virginia Commonwealth University (VCU), the lead issuing institution, an agency of the Commonwealth of Virginia.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. *The Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract.* No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing *institution*. The lead-issuing *institution* shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the *lead-issuing institution* is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

II. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

III. THE UNIVERSITY:

Information is available at: RFP The Website Link The University
<http://go.vcu.edu/procurement-purchasing>

IV. PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held at 2:00 PM (EST) on December 16, 2015 in the VCU Technology Administration Building (TAB), 701 West Broad Street, Richmond, VA 23220. The purpose of the conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Offerors may participate in the pre-proposal conference via conference call by:

- Using the following "Dial-In" numbers:
- 866-842-5779 (United States & Canada);
- 832-445-3763 (International);
- Using Conference Code #: 8415263709
- Dialing the appropriate "Dial-In" number at the scheduled time; and
- Entering the "Conference Code" when prompted, followed by the "#."

Note – Offerors: Should submit questions about the RFP via email by December 14, 2015 to jcolbert@vcu.edu.

Note: Offerors who participated in the pre-proposal conference via conference call shall submit an email to jcolbert@vcu.edu within one (1) business day after the pre-proposal conference, confirming the Offerors participation and the Offeror's contact information.

V. STATEMENT OF NEEDS:

- A. Virginia Commonwealth University (VCU) is the lead institution to establish a requirements VASCUPP cooperative term contract for Sophos Antivirus (AV) software and services with an authorized Sophos Antivirus Certified Partner who has proven experience with deploying the Sophos AV products in an academic or higher education environment. The software is required for desktop and server protection against viruses, spyware and other malware threats.
- B. For the purpose of this solicitation and the resulting contract, offers shall only be accepted for Sophos products from a Sophos Antivirus Certified Partner. No substitute in the requested products is acceptable. If requested by VCU, the Offeror must provide proof of the Sophos certification prior to award.
- C. The period of the contract should be one year after the award with four (4) one year renewal options. VCU will consider a longer initial contract term with fewer renewal terms that do not exceed a total of five (5) years for more favorable contract terms and conditions. Payments shall be annual beginning on the commencement date of the initial term and each year on the anniversary date of the commencement of the contract term in accordance with Section XI, Method of Payment.
- D. Based on the current university users, VCU requires 11,591 Sophos AV licenses for faculty and staff. As requirements increase, the University may add more licenses. The cost of any additional licenses shall be prorated so that all Sophos AV licenses are coterminous.
- E. The cost of the Sophos AV licenses shall include all upgrades plus the Standard Sophos Support Service Level Agreement (SLA) for maintenance. The option to choose Sophos Premium and Platinum Support Service Level Agreements should also be available on the resulting contract. All support services are as

- published in the Sophos Standard, Premium and Platinum Support Service Level Agreements.
- F. The terms of the contract shall specify that Sophos provides the SLA services and downloads directly to VCU. In addition, the direct Sophos maintenance must include access to technical support via phone on a 24x7x365 basis, including holidays.
- G. The Contractor may offer onsite support for critical product support issues. The Contractor should provide technical support via online knowledge bases and online, phone or in-person chat with a technical representative.
- H. As a Sophos Antivirus Certified Partner, the Contractor may offer to provide professional IT services. The Contractor should have technicians on staff that are certified by Sophos in implementation including onsite deployment assistance, consulting and training. The professional IT services shall be provided on an “as needed” basis per University requirements at the contract daily rate. The daily rate shall include all travel and living expenses; additional charges shall not be allowed.
- I. The Contractor should have demonstrated experience deploying and supporting Sophos solutions at higher education institutions and other large, complex government or corporate environments.
- J. Freight terms shall be F.O.B. Destination/Prepaid with inside delivery included; additional charges shall not be allowed.
- K. The contract should provide access to all current Sophos products and is not intended to limit the ability to purchase Sophos software and services to the current licenses deployed at VCU. The Contractor should supply all other available Sophos products on the most current version of the Published Price List at a discounted unit price.
- L. The terms and conditions of the RFP govern the resulting contract and not any Contractor terms and conditions or license agreement.
- M. The Contractor should compensate VCU for any significant negative business impact resulting from flaws in patching or signature product updates.
- N. Technical Needs for the Sophos Antivirus Software:
Answers in red are supplied by Sophos

1. The product must be easy to deploy and support with minimal negative effect to the VCU heterogeneous computing environment and with minimum customization by VCU IT staff.

Our single agent efficiently and effectively protects your computers and servers without slowing them down. A centralized console lets you easily deploy and manage through a single pane of glass.

2. There must be automatic patching or upgrades for product changes from Sophos. Client updates must be available from the Sophos website, as well. Offline product and signature updating must be available.

Our single agent efficiently and effectively protects your computers and servers without slowing them down. A centralized console lets you easily deploy and manage through a single pane of glass.

3. The product must include malware protection, data protection, heuristic scanning and antivirus protection. The product should provide some form of remote remediation capability to triage identified potential threats without physically visiting the endpoint computer.

Sophos Endpoint protection provides essential protection for computers and servers plus web filtering, patch assessment and DLP. One integrated agent to scan for malware, control applications, devices, data loss prevention (DLP) and web control. The result is comprehensive protection with minimal performance impact.

4. The product should include updatable application white lists.

Application control lists that you don't have to maintain to block or allow installation and use of unwanted applications that would lead to data loss

5. The product should provide a web site advisory regarding current or pending threats in antivirus detection and prevention compatible with current web browsers (Firefox, IE, Safari, etc.).

Our SophosLabs analysts monitor and research malware, spam and web threats as they happen, around the globe. We collect what we know in these dashboards, and update them constantly as we detect new threats. You'll find threats itemized by country, volume and prevalence. Our dashboards help you figure out exactly what you're up against—and how to fix it.

<https://www.sophos.com/en-us/threat-center/threat-monitoring/threatdashboard.aspx>

6. The product must provide reporting and remote console management capability for distributed IT support departments in the VCU enterprise.

You can set up role-based access to the console by setting up roles, adding rights to the roles, and then assigning Windows users and groups to the roles. For example, a Help Desk engineer can update or clean up computers, but cannot configure policies, which is the responsibility of an Administrator. You can also install additional remote Enterprise Consoles on your network in order to manage Sophos from other computers. One reason to do this is to delegate tasks to other users, it also saves you having to log on to the Sophos management server.

7. The product should provide tiered, distributed management structure, such that administrative and end-user functions can be delegated by role and by group membership. This must include granular controls regarding what actions the users can perform on the endpoint.

You can set up role-based access to the console by setting up roles, adding rights to the roles, and then assigning Windows users and groups to the roles. For example, a Help Desk engineer can update or clean up computers, but cannot configure policies, which is the responsibility of an Administrator

8. The product must be compatible on the following OS endpoint or server platforms: Windows, MAC and Linux.

Platform coverage: Windows, Mac, Linux, and network storage platforms (EMC, NetApp, Sun)

9. The product must be compatible to work with the third party EMC CAVA network storage solution.

The standard Sophos anti-virus product provides scanning (via CAVA) on an external Windows system (server OS recommended); system requirements are provided here

<https://community.sophos.com/kb/en-us/118621>

You will need to contact EMC for a VEE license and their CAVA software.

Sophos can protect Celerra, VNX and VNXe storage systems.

10. The vendor should provide full support for the product and be able to address items from break fix to full removal of the product if it becomes unstable and the standard removal methods provided by the vendor are unsuccessful in removing the product.

Our support offerings range from basic technical support to options including direct access to senior support engineers and customized delivery. Many of our products come with 24/7 support and upgrades. For those options that don't, simply choose the level of support your business requires. Depending on the package you choose, you'll gain access to engineers directly for one-to-one support by email or telephone. Including:

24/7 multi-channel support provided by Sophos

Standard support included with the purchase of all products

Automatic software downloads and updates
Comprehensive suite of services built to match your organizational needs
Premium services that include personalized support
Follow-the-sun delivery provides expert assistance when and where you need it

11. The product should not transmit collected data outside of VCU beyond the minimum amount required for support and updating of the product. Furthermore, the data that is collected and transmitted must be clearly defined and documented.

Sophos Privacy Policy:
<https://www.sophos.com/legal/sophos-group-privacy-policy.aspx>

VI. REPORTING AND DELIVERY REQUIREMENTS:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities (SWaM) through partnerships, joint ventures, subcontracts or other contractual opportunities. By submitting a proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES
OWNED BY WOMEN AND MINORITIES

Unless the contractor is a Commonwealth of Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small business, the contractor shall submit quarterly reports on the involvement of certified DSBSD SWaM Businesses. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Department of Procurement Services
Attn: Ms. Sarah O'Neill
912 West Grace Street, 5th floor
POB 980327
Richmond, VA 23298-0327
Email: sdoneill@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

[Attronica is a Commonwealth of Virginia Department of Small Business and Supplier Diversity \(DSBSD\) certified small business](#)

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**. Complete and return Page 2 of the RFP and all addenda acknowledgments (if applicable). Proposals shall be signed by an authorized representative of the Offeror.
2. Offeror shall submit to the issuing Purchasing Agency:
 - a) Submit **one (1) original hard copy (paper)** of the entire proposal, including all attachments and proprietary information. The original proposal must be clearly marked on the outside of the proposal. Submit one (1) unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and **INCLUDING ANY PROPRIETARY INFORMATION** and one (1) unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and **EXCLUDING ANY PROPRIETARY INFORMATION**. These discs or flash drives must be clearly

marked on the outside whether it includes or excludes proprietary information. The copies of the RFP in this Section are for Procurement Services.

- b) **Seven (7) hard copies (paper copies)** of the **entire** proposal, **INCLUDING ALL ATTACHMENTS AND ANY PROPRIETARY INFORMATION;**
- c) **Seven (7) unsecured electronic copies** (i.e. on a disc – CD or DVD, or flash drive) of the **entire** proposal, **INCLUDING ALL ATTACHMENTS AND ANY PROPRIETARY INFORMATION, with the original hard copy of the proposal.**

No other distribution of the proposal shall be made by the Offeror.

- 3. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.
- 4. Proposal Presentation:
 - a) Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal.* All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.

- b) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.

- d) Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F. of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. **The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g. Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.**

5. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session

only and does not include negotiation. The Issuing State Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services.

Offerors are required to submit the following items as a complete proposal:

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Proposed Price. Indicate in the Pricing Schedule, Section XII of the RFP.
3. Provide the proposed plans and approach for providing the products and services as specified in the RFP. Specifically indicate what is included in the offer to provide Sophos products by responding to all Items in Section V, Statement of Needs, Items A through N. In addition, provide information for the Items listed below, but do not necessarily limit information to these Items:

- a. Utilization of the words “shall” or “must” in Section V, Statement of Needs, Items A through N indicates a mandatory requirement:

Does / Shall your company comply with mandatory requirements as presented in Section V, Statement of Needs, Items A through N?

Yes No

If “NO,” identify the specific requirement and the reason for non-compliance.

Utilization of the words “should” or “may” in Section V, Statement of Needs, Items A through N indicates a non-mandatory requirement.

Does / Shall your company comply with the non-mandatory requirements as presented in Section V, Statement of Needs, Items A through N (i.e. “should” becomes “shall”)?

Yes X No _____

If “NO,” identify the specific requirement and the reason for non-compliance.

- b. Describe the proposed plans for providing Sophos products and services. Include a detailed description of the functionality of the SAV desktop application.

Attronica will provide the requested Sophos products within 2-5 days of the contract. See Appendix D for product information.

- c. Describe the proposed Sophos maintenance and support available directly from Sophos.

See Appendix A

- d. Confirm agreement with providing the Sophos products and services on an “as needed” or requirements basis.

Attronica will provide the complete Sophos product line as part of the contract.

- e. What is the delivery lead time after receipt of an order (ARO) for the Sophos products and services? If the number of days varies by product or service, provide a list.

For Software 1-2 days ARO for Hardware 10-14 days ARO

- f. Provide an implementation schedule indicating how long after the award of the contract it shall take your company to begin accepting orders from authorized users of the contract and delivering Sophos products and services.

Less than one week

- g. Describe the professional IT services offered. Provide information about any different competency levels. Explain how the determination is made about which competency level is assigned to a specific project.

See Appendix B

- h. How shall your company provide verification for the number of services hours provided?

Customer sign off is required for all Attronica services.

- i. Describe the process for problem resolution for Sophos products and services. Would your company agree to replace a technician on a services project at the request of the ordering institution?

See Appendix A. Yes we would replace a technician if request for any reason.

- j. How does your company propose to compensate VCU for any significant negative business impact resulting from flaws in patching or signature product updates?

This would be handled direct from Sophos.

- k. Does your company accept the terms and conditions as presented in Section IX, General Terms and Conditions and in Section X, Special Terms and Conditions; in Section XI, Method of Payment?

Yes X No _____

If "NO," identify the specific term and condition(s) and the reason for non-compliance.

4. Submit information about the qualifications and experience that your company has to provide the Sophos products and services.
- a. Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include, but is not limited to, comparable accounts in

higher education and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.

Attronica has been providing Information Technology products and service since 1984. As a full service IT service provider we work with many of the Richmond areas large public and private organizations, like Owens & Minor, VCUHS, University of Richmond, Strayer University, Hanover County Schools and many more. Please see Appendix CB for references

- b. How long has your company been a Sophos Antivirus Certified Partner? How would you describe the business relationship between your company and Sophos?

Partner for over 10 years. Great relationship

- c. Provide the names, qualifications, and experience of professional IT services technicians to be assigned to the project. Resumes of staff to be assigned to the project may be used. Submit the requested information for both Sophos and your company.

**Professional services would be provided by Sophos.
See Appendix B**

- d. Does the offer include a single primary point of contact for the VASCUPP institutions for sales, support and problem resolution? If so, please provide the name and contact information.

**e. Attronica contact: Don Bright 804-270-3288 donb@attronica.com
Sophos contact: Andy Miller 919-631-0849 andy.miller@sophos.com
Support 1-888-767-4679 <mailto:customer@care@sophos.com>**

5. Provide information about any additional innovative service or program solutions that would enhance the partnership for the entities accessing the contract.
- . **Attronica would host quarterly product briefings to promote all Sophos products. We would also hold monthly WebEx meetings for product demos. We would work with each school to promote Sophos. We would show Sophos at regional conferences in Virginia for, Higher Education, State and Local governments, and K12.**
6. Supply information about the number of Sophos higher education accounts your company has and the size of these accounts.
- See Appendix C**
7. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: <http://www.vcu.edu/procurement/coopcon.htm>.

	2,014	2,015
William & Mary	\$ 47,195.00	\$ 2,300.00
Radford	\$ 13,020.00	\$ 143.00
Longwood	\$ 3,688.00	\$ 4,908.00
ODU	\$ 3,682.00	\$ 5,277.00
UVA	\$ 35,292.00	
VCU & VCUHS	\$ 2,123,492.00	\$ 1,876,679.00

8. Small, Women-Owned and Minority-Owned Business commitment for utilization. (See Appendix I.)
- a) The Offeror must submit complete information unless the Offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I

Attronica is a DBME certified business

VIII. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's proposal using the following criteria: Offeror's qualifications and experience; methodology/approach to providing the requirements stated herein; price; and the Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD certified SWaM Businesses in the Offeror's performance of the contract. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. The Institution may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Governing Rules Section 49.D) Should the Institution determine in writing and in its sole discretion that only one Offeror has made the best proposal, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

IX. GENERAL TERMS AND CONDITIONS:

General Terms and Conditions can be viewed at:

<http://go.vcu.edu/procurement-purchasing>

X. SPECIAL TERMS AND CONDITIONS:

A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or

- advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- E. PROPOSAL PRICES: Proposal prices shall be in the form of a firm unit price for each item during the contract period.
- F. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- H. EXTRA CHARGES NOT ALLOWED: The proposal price(s) shall include all applicable charges; extra charges will not be allowed.
- I. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

FROM:

Name of Offeror		Due Date	Time
Street or Box Number		RFP No.	
City, State, Zip Code + 4		RFP Title	

Name of Contract/Purchase Officer or Buyer:

The envelope should be addressed as directed on Page 2 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.
- J. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- K. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- L. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. The contract discounts shall remain the same as in the initial term of the contract during all optional renewal terms unless market conditions dictate increasing the contract discount(s). Unit

- price changes may be negotiated at time of renewal; however, in no case shall the unit prices for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by no more than the percentage increase or decrease in the commodities category of the CPI-W section of the US Bureau of Labor Statistic's Consumer Price Index, for the latest twelve months for which statistics are available.
- M. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- N. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- O. COMMUNICATIONS: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

- P. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in number of purchase orders required with the eVA transaction fee specified below assessed for each order.
1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - a) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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.

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:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. 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.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- Q. ELECTRONIC COPIES OF PROPOSALS: The successful Contractor may be required to provide the VCU Department of Procurement and Payment with a copy of the Contractor's original proposal, and all subsequent correspondence (i.e. responses to requests for clarification and documents generated through the negotiation process) in an unsecured electronic format (i.e. email or disc – CD or DVD). **The Contractor SHALL NOT INCLUDE ANY PREVIOUSLY IDENTIFIED PROPRIETARY INFORMATION IN THE ELECTRONIC FORMAT; VCU will post the Contractor's original proposal, and all subsequent correspondence on the VCU Department of Procurement and Payment Website, VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format).**
- R. CONTRACT SUMMARY: The Contractor may be required to provide to the University within fourteen (14) days after award of contract, an unsecured electronic summary of the contract. All the main features of the contract, including pricing, must be summarized. The contract summary will provide information for authorized users that choose to access the contract.
- S. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- T. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the Commonwealth shall be entitled to have use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the Commonwealth shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the Commonwealth in this respect shall survive for a period of twenty years after the expiration or termination of the contract. All lease and royalty fees necessary to

- support this right are included in the initial license fee as contained in the pricing schedule.
- U. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- V. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- W. TITLE OF SOFTWARE: By submitting a bid, the bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- X. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU references, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

- Y. WARRANTY OF SOFTWARE: The Contractor warrants the operation of all software products for a period of three (3) months from the date of acceptance.
- Z. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:
- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 - (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
 - (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

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

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by

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

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

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.1-807 through 2.1-811 of the Code of Virginia.

XI. METHOD OF PAYMENT:

The Contractor shall submit a fully itemized invoice that references the Virginia Commonwealth University purchase order number, material descriptions, quantities and unit prices. Payment will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation. Mail invoices to: Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327.

XII. PRICING SCHEDULE:

- A. Offerors shall provide unit prices for the Sophos Antivirus products in Section XII.
- B. The products and the quantities listed are to establish a term contract for use as a purchasing vehicle for VASCUPP requirements. The products and quantities listed in Section XII. B. are an indication of the products or quantities that will be ordered for initial contract term. The Contractor shall provide the products at the unit prices for each product regardless of the actual quantities purchased. Prices shall include all items and requirements in Section V, Statement of Needs.

- B. Total Amount of Section XII.B. will be used for the price evaluation. The initial Virginia Commonwealth University requirements with a Standard Support SLA are:

	QUANTITY	UNIT PRICE	TOTAL AMOUNT
1. Faculty and Staff: Year 1	11,591 ea	\$_4.34_	\$_50,304.94_
2. Optional On-site IT Services or Hourly rate \$_____	5 days	\$_12050_	\$_12,050.00_
3. Optional Remote IT Services or Hourly rate \$_____	5 days	\$_9850_	\$_9850.00_
4. Total Amount Section XII.B.			\$_72,204.94_

C. Additional Pricing Information:

- Specify the discount percentage(s) used to determine the unit prices in Section XII.B above. Will your company offer the same discount for the potential purchase of other Sophos Software Products including products added to the Sophos product offerings after the award of the contract? As products become obsolete, the software and services shall be deleted and any new or replacement products shall be incorporated into the contract at the discount offered below. The maximum price for all additional Sophos Software Products and Services shall be the net price off the current published list prices after the discount is applied.

30% used to determine the unit prices for Sophos Software Products in Section XII.B above

13% used to determine the unit prices for Sophos Services & Support in Section XII.B above

20% used to determine the unit prices for all other Sophos Software Products

13 % used to determine the unit prices for all other Sophos Services and Support

2. Provide pricing for Virginia Commonwealth University requirements with a Premium Support SLA:

	QUANTITY	UNIT PRICE	TOTAL AMOUNT
a. Faculty and Staff: Year 1	11,591 ea	\$ <u>5.15</u>	\$ <u>59,693.65</u>

3. Provide pricing for Virginia Commonwealth University requirements with a Platinum Support SLA:

	QUANTITY	UNIT PRICE	TOTAL AMOUNT
a. Faculty and Staff: Year 1	11,591 ea	\$ <u>5.69</u>	\$ <u>65,952.79</u>

Small, minority and/or woman-owned businesses are required to certify through the Virginia Department of Minority Business Enterprise (DMBE; <http://www.dmb.state.va.us/vendors.html>); DMBE certification may be requested by VCU, prior to award.

SEE APENDIX D FOR ADDITIONAL PRICING OPTIONS

APPENDIX I:

Small, Women-Owned and Minority-Owned Business Commitment:

Firm must submit complete Appendix I which is available at RFP Website Link Appendix I <http://go.vcu.edu/procurement-purchasing> unless the firm is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.



Security made simple.

Sophos Endpoint, Cloud, and Gateway Support Plans

A simple approach to comprehensive support.

At Sophos, we understand that support needs to be comprehensive while aligning to the needs of your organization. We also believe it should be simple to use, with a highly trained technical support representative available to you 24/7, should you need it.

Highlights

- ▶ 24/7 multi-channel support provided by Sophos
- ▶ Standard support included with the purchase of all products
- ▶ Automatic software downloads and updates
- ▶ Comprehensive suite of services built to match your organizational needs
- ▶ Premium services that include personalized support
- ▶ Follow-the-sun delivery provides expert assistance when and where you need it

"We're a member of TSANet, the worldwide vendor-neutral support alliance. This means we'll work directly with other vendors to help solve problems that involve their technologies."

Sophos Support provides a variety of plans to meet your organization's needs

We build products that are simple yet comprehensive. And, we take the same approach with our support. With options ranging from basic technical support to those including direct access to senior support engineers and customized delivery, Sophos has a plan to meet your organization's needs. Our personalized approach to support helps you choose the package and options that are right for you. We'll help you install, configure, and upgrade our products and resolve any technical issues.

Standard support included with the purchase of your Endpoint, Cloud, or Gateway product

Standard support provides you with baseline services for maintaining your Sophos products. Standard support includes:

- ▶ **24/7 support via phone or email** Highly trained support engineers dedicated to understanding your issue and providing a rapid resolution
- ▶ **Case management** Submit, update, check the status, and manage support cases using our case management portal
- ▶ **Online support portal** Get access to product documentation, manuals, software release notes, problem resolution databases, and peer-to-peer help via our communities

Personalized support for customers with critical needs

Choose our Premium or Platinum Support plan and you'll gain a number of other benefits as well. Additional features include direct access to senior technical resources, four hours of remote consulting, and a technical account manager overseeing all support activity.

Ensure your business operates at peak performance

A Technical Account Manager (TAM) is the right choice for those looking for proactive help. Your dedicated TAM has a comprehensive understanding of your environment and your needs. They'll assist you with the coordination of all aspects of your Sophos support.

Priority incident and malware sample handling

With priority sample handling, all of your submitted support incidents are assigned to priority queues. From there, we'll immediately route them to senior support engineers. All suspicious files submitted via the defined sample submission process are designated for priority malware analysis.

No matter which plan you choose, you will experience the highest level of customer service in the market. Our mission is to minimize business disruption, maximize protection, and increase the value of your investment with the appropriate level of customer support

Support level	Standard	Premium	Platinum
24/7 support via phone, email, or portal	✓	✓	✓
Software downloads, updates, and maintenance	✓	✓	✓
Access to support knowledgebase and support forums	✓	✓	✓
Remote assistance support	✓	✓	✓
Remote technical consulting and training		4 hours per contract	4 hours per contract
Priority case and sample handling		✓	✓
VIP access to senior technical resource team		✓	✓
Automated sample analysis report		✓	✓
Designated Technical Account Manager			✓
Front-of-the-line access to product information			✓
Personalized communications and alerts			✓
Performance and feature optimization			✓
Outbreak support			✓
Emergency onsite support			✓

"Almost overnight, the County team went from a situation with minimal protection and poor support to a solution that's not only effective and easy to manage, but is backed by outstanding support."

Robert Talley, Lassen County

Contact your Sophos authorized reseller

for more information and to purchase your plan today.

United Kingdom and Worldwide Sales
Tel: +44 (0)8447 671131
Email: sales@sophos.com

North American Sales
Toll Free: 1-866-866-2802
Email: nasales@sophos.com

Australia and New Zealand Sales
Tel: +61 2 9409 9100
Email: sales@sophos.com.au

Asia Sales
Tel: +65 62244168
Email: salesasia@sophos.com

SOPHOS

Security made simple.



Sophos Professional Services Overview

Security isn't getting any easier. How do you get it right?

Your organization's information is under constant threat of attack and being vigilant is key. A proper security strategy must include networks, servers, and mobile devices – everywhere. So, how can you make sure your organization's data is safe?

Great security software and hardware is a good start, but you need an affordable way to implement your protection that's also easy to manage. Fortunately, Sophos Professional Services can help you get there. We have the right products and proven best practices to optimize your security solution. Our trained experts will make sure that your company gets the most from our technology and expertise.

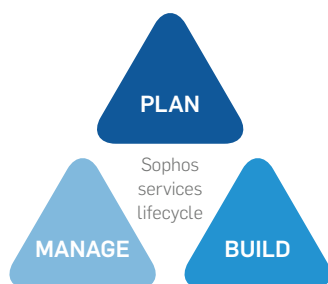
Plan, build and manage your security infrastructure

Security threats are multiplying and becoming more complex and harder to detect. Any security solution must continually adapt to changing threats. Planning, building and managing your infrastructure is crucial to optimizing your security technology. Sophos Professional Services has both the experience and knowledge to make sure that your security technology gives you the best results and the best achievable ROI.

We support each phase of Sophos product implementation. We help you plan, implement and manage the system to get the highest level of protection at the lowest possible operating cost. Companies and government agencies that use our Professional Services see faster implementations and tangible business results more quickly. They achieve consistently lower security risk, while continually optimizing their Sophos solutions as their business needs and security threats evolve.

"Sophos Professional Services has greatly reduced our technical support costs, which in turn has enabled us to offer our customers more competitive prices."

Seth Mitchell, Slumberland



Plan

Sophos Professional Services support your pre-implementation discovery, planning and design activities. We identify your security requirements to get you the best protection for your existing infrastructure, budget, staff resources, and specific business requirements. We'll help you with:

Security Consulting: We'll analyze your current environment, identify security threats, prioritize risks and develop a roadmap to mitigate them.

Architecture Design: We'll develop an architecture tailored to your unique environment and business needs so you achieve your security goals.

Build

Our consultants have the experience and expertise to fully support your implementation and upgrade process for all Sophos products. They will configure your Sophos environment for optimal operation and performance, and deliver this service either onsite or remotely.

Quick Start: In this rapid rollout program, we implement a foundational deployment architecture and process for your Sophos solution. Once developed, your staff or our consultants can then replicate this process throughout your organization.

Enterprise Implementation: For more complex or time-sensitive deployments, our team provides a deeper level of assistance and implementation support to quickly and efficiently deploy your Sophos solution.

Manage

Our programs focus on ongoing optimization of existing Sophos implementations, thereby increasing their effectiveness. All services can be provided onsite or remotely depending on your organization's needs.

Health Check: We review your existing Sophos solution, validating your configuration or recommending changes to achieve optimum results.

Training: We provide your staff with the knowledge they need to take full advantage of our technology. Choose from a wide range of onsite and remote training options to meet your unique requirements.

Residencies and Managed Services: Residencies provide specific expertise focused on operational assistance for your security infrastructure. These services help you close gaps in staffing, skill or experience without adding headcount. Managed Services are longer-term engagements than residencies. They deliver comprehensive best practice expertise and ongoing assistance for the management and support of your IT security infrastructure, including security and console monitoring and reporting.

Project Management: We provide comprehensive management of your security projects, which minimizes costs and frees your staff to focus on higher-value activities. Our project managers coordinate in-house, third-party and Sophos resources for fast results. We closely monitor tasks, people and milestones in the field to keep your project on schedule and on budget.

Get started today

Visit sophos.com/professional-services for more on our service and training offerings

United Kingdom and Worldwide Sales
Tel: +44 (0)8447 671131
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Email: nasales@sophos.com

Australia and New Zealand Sales
Tel: +61 2 9409 9100
Email: sales@sophos.com.au

Asia Sales
Tel: +65 62244168
Email: salesasia@sophos.com

APPENDIX C REFERENCES

1. ***University of Richmond***

Set-up, Sophos AV. Remove Symantec AV 8700 systems.

Contact: Doug West 804-289-6588 dwest@richmond.edu

2. ***Hanover County Public Schools***

Set-up, Sophos AV. Remove Symantec AV 14,800 systems

Contact: Terri Hechler 804-365-4602 thechler@hcps4.hanover.k12.va.us

3. ***Spotsylvania County Schools***

Set-up, Sophos AV. Remove Symantec AV 9000 systems

Contact: Mark Darden 540-898-6033 mdarden@spotsylvania.k12.va.us

Appendix D

		EU Name: VIRGINIA COMMONWEALTH UNIVERSITY				
		Endpoint Protection Advanced				
		Start and End Dates 06/30/2016 - 06/29/2017				
		ONE YEAR PRICING				
Mfr. Part #	Qty	Description	Disc	MSRP	Price Ea.	Ext. Price
EP2M1ETAA	11591	ACAD 12MO RNWL ENDPOINT PROTECTION ADV-5000+U	30%	\$6.20	\$4.34	\$50,304.94
PLAT	1	PLATINUM SUP	13%	\$17,966.05	\$15,657.00	\$15,657.00
PREM	1	Premium Support - 12 MOS	13%	\$10,779.63	\$9,377.00	\$9,377.00
PESZTCCAA	1	5DAY ONSITE PROFESSIONAL SVCS ENDPOINT	13%	\$13,900.00	\$12,050.00	\$12,050.00
PESZTCCAA	1	5DAY REMOTE PROFESSIONAL SVCS ENDPOINT	14%	\$11,400.00	\$9,850.00	\$9,850.00

		Start and End Dates 06/30/2016 - 06/29/2019				
		3 YEAR PRICING (PAID UPFRONT)				
Mfr. Part #	Qty	Description	Disc	MSRP	Price Ea.	Ext. Price
EP2M3ETAA	11591	ACAD 36MO RNWL ENDPOINT PROTECTION ADV-5000+U	30%	\$12.40	\$8.68	\$100,609.88
PLAT	1	PLATINUM SUP	13%	\$35,932.10	\$31,260.00	\$31,260.00
PREM	1	Premium Support - 36 MOS	13%	\$21,559.26	\$18,757.00	\$18,757.00
PESZTCCAA	1	5DAY ONSITE PROFESSIONAL SVCS ENDPOINT	13%	\$13,900.00	\$12,050.00	\$12,050.00
PESZTCCAA	1	5DAY REMOTE PROFESSIONAL SVCS ENDPOINT	14%	\$11,400.00	\$9,850.00	\$9,850.00

		Start and End Dates 06/30/2016 - 06/29/2021				
		5 YEAR PRICING (PAID UPFRONT)				
Mfr. Part #	Qty	Description	Disc	MSRP	Price Ea.	Ext. Price
EP2M5ETAA	11591	ACAD 60MO RNWL ENDPOINT PROTECTION ADV-5000+U	30	\$21.70	\$15.19	\$176,067.29
PLAT	1	PLATINUM SUP	13%	\$62,881.18	\$54,700.00	\$54,700.00
PREM	1	Premium Support - 60 MOS	13%	\$37,728.71	\$32,825.00	\$32,825.00
PESZTCCAA	1	5DAY ONSITE PROFESSIONAL SVCS ENDPOINT	13%	\$13,900.00	\$12,050.00	\$12,050.00
PESZTCCAA	1	5DAY REMOTE PROFESSIONAL SVCS ENDPOINT	14%	\$11,400.00	\$9,850.00	\$9,850.00



Corporate Capabilities

May 2015

Gaithersburg HQ
15867 Gaither Drive
Gaithersburg, MD 20877
P: (301) 417-0070
F: (240) 454-6494

Richmond Office
11547 Nuckols Road
Glen Allen, VA 23059
P: (804) 270-3288
F: (804) 346-2822



about us

Trusted Customer Relationships

(Installations of Wired and Wireless Networks;
Moves/Adds/Changes; O/S Migrations, Warranty
Servicing)

A different kind of company. A better kind of service.

**Our focus is on you. Our goal: bring you the best we can
In IT Systems/Solutions and IT Services - -
Making efficient use of your organization's resources.**

Who we are

“Client-centric.” “Customer-focused.” “Low-ego.”
The words may change, but any way you choose
to say them, this is what drives us. For 30+ years,
Attronica remains a trusted IT provider serving
small, medium, and enterprise-level commercial
clients, as well as local, state, and Federal
government clients.

Technologies are complex and change rapidly.
Attronica's belief in 'simple is better' remains a
constant. We provide high-quality products and
services, in the best possible way we can, as
simply as possible. We do our best to honor our
clients. We know resources are valuable – and so
we believe in making it as easy as possible to do
business with us. We innovate, to live our *Mission
Statement*, and to find better ways to help our
clients be successful:

*Attronica's mission is to build trusted customer
relationships that bring the best in IT Solutions
and Services, with efficient use of our Customers'
Resources.*

We focus on you.

Core Capabilities

IT Systems/Solutions

- Product (HW/SW)
- Special Pricing Negotiations
- Seat/License Management
- Warranty/Maintenance Agreement Management

IT Services

- IT Strategy: Network/System Planning
- Product Configuration & Systems Integration
- Inventory Services: Stocking; Logistics and
Roll-outs, Asset Tagging
- Network/Server/Desktop IT Services
(Installations of Wired and Wireless Networks;
Moves/Adds/Changes; O/S Migrations, Warranty
Servicing)
- Emergency Services
- IT Staffing: Outsourcing, Augmentation
- Data Center Solutions: Virtualization, Storage
Equipment, and Network Provisioning
- Environmental Disposal of Hardware

we care



distinction

We are proud to list below our most significant and distinctive Qualifications. Don't see the qualification you might be looking for? Just ask us for more detail at any time.

Quality Certification

- **ISO 9001:2008 Certified** (*Registrar: SGS ICS*)
First certified in November 1997, since then, successfully completed 19 external independent audits through October 2013.

Minority Business Certification

- **MD Department of Transportation:**
DOT MBE-10-384
- **Capital Region Minority Supplier Development Council:**
MD 10472
- **Commonwealth of VA SWaM Certification:**
005298
- **Small Business Administration (SBA)**
Small Business NAICS - 423430

Awards

- **2009 - 2011: Lenovo Premier Service Partner Award**
- **2006: HP's Performance Excellence Award**
- **2001: Compaq's AllStars Hall of Fame Award**
- **1996-2010: Ranked in the top 20 of the top 100 Revenue-Producing Asian Indian-American Businesses in the US (VII-100)**
- **1996: Recipient of Merrill Lynch Mid-Atlantic Region "Fast-Track" Growth Award**
- **1995: Recipient of US Chamber of Commerce's Blue Chip Enterprise Initiative Competition Award**

Hardware Manufacturer/Vendor Certifications

	Technical	Service	Warranty	Sales
HP	Gold	Gold	Gold	Gold
Lenovo	Yes	Yes	Yes	Yes
Cisco	Premier	Premier	Premier	Premier
Lexmark	Yes	Yes	Yes	Yes
Dell	Yes	Yes	Yes	Yes



customer success

IT Systems. IT Services.

We innovate, for your success. Here are some examples.

Client: A Major Financial Corporation (MFC)
Project Dates: 2003 - 2015 (ongoing)

Project Challenge: “Desktop Systems and Peripherals Catalog and Procurement Program”: MFC needed a means to standardize, facilitate, and expedite procuring computer desktops and peripherals for its staff. MFC let an RFP which had stringent performance criteria. Examples of requirements included providing an on-line catalog of Dell products specific to MFC, keeping two weeks’ worth of dedicated inventory product based on anticipated run-rate, and delivering configured product within three (3) days after receipt of order.

Solution: Attronica maintains two weeks worth of inventory dedicated to MFC. Attronica provides to MFC updated pricing for Dell desktops and peripherals on a regular basis, which MFC includes in its catalog from which staff can place requisitions. Upon MFC’s approval of a requisition, a PO is sent to Attronica via XML. Attronica tracks MFC’s PO using an XML-based, real-time database system which Attronica developed for this customer. MFC issues approximately 250 PO’s per month, each PO with multiple lines of tracked data elements. Attronica successfully delivers configured desktops and peripherals per each MFC PO usually within 1 day.

Benefit: MFC receives the computer equipment on time and within budget, per the contract requirements. MFC also has access to useful aggregated information about what products are being ordered, Attronica’s delivery performance, and other significant supplier performance management information.

Client: A Major Financial Corporation (MFC)
Project Dates: 2003 - 2015 (ongoing)

Project Challenge: “Racks and Peripherals Procurement Program”: MFC needed storage racks and associated peripherals suitable for its data centers and servers. It let an RFP to procure a specific brand of such products, seeking the best possible procurement cost for the specific configurations and quantities of the products they needed, at the deployment schedule needed.

Solution: Attronica competed for and was awarded this contract. Attronica developed various configurations for MFC’s data centers and types of servers to be installed within the racks. When MFC determines product is needed, MFC contacts Attronica for a quote for specific configurations. Attronica provides the responding quote within 24 clock hours. MFC places the formal PO to Attronica, via XML communication referencing Attronica’s quote number. Attronica’s IT engineers configure the APC racks and peripherals per each PO, integrating for example panels, PDUs, KVM, and monitors, and delivers them to the specific room in MFC’s destination data center.

Benefit: MFC receives the configured APC racks and peripherals on time and within budget, per the contract requirements, and enjoys customized delivery to the exact inside location specified by MFC for each data center.



customer success

IT Systems. IT Services.

We innovate, for your success. Here are some examples.

Client: A Major Financial Corporation (MFC)

Project Dates: 1999 - 2015 (ongoing)

Project Challenge: “HP Servers and Storage Products”: A Major Financial Corporation (MFC) has used HP (earlier, Compaq) Windows-based servers since 1999, and continues to find this platform suitable for its needs. This MFC requires one or more servers configured specifically for each particular location and application/performance environment, and needs to procure such equipment cost effectively and efficiently.

Solution: In the ‘open market’ environment, Attronica has been providing servers and storage to this MFC since 1999. MFC requests a quote for a specific configuration. Attronica provides the quote within 24 clock hours, although it may take slightly longer if altered or new ‘big deal’ pricing is involved. Upon winning the opportunity, Attronica receives a formal PO via XML communication referencing Attronica’s quote number. Attronica’s IT engineers configure and integrate all the HW, burn-in, and test the product per the quote’s requirements.

Attronica delivers the completed servers to each respective MFC location.

Also for this MFC, Attronica monitors pricing reductions for HP hardware, and on a regular basis requests HP to lower the ‘big deal’ pricing for this MFC. When HP approves big deal pricing reductions for this MFC, Attronica provides the MFC with the updated, configured bundle at the lower price.

Benefit: This MFC receives the configured servers and storage on time and within budget, per the contract requirements, and enjoys customized delivery to the exact inside location specified by this MFC.



customer success

IT Systems. IT Services.

We innovate, for your success. Here are some examples.

Client: A Major Insurance Company (MIC)
Project Dates: 2006 - 2015 (ongoing)

Project Challenge: “IT Projects – Special Programs”:
A Major Insurance Company (MIC) needed a variety of complex IT programs to improve its procurement, support services, life cycle performance, and recycling programs, to reduce costs and improve IT services.

Solutions: Attronica met with MIC executives to better understand the detailed goals and objectives. Attronica proposed observing MIC’s IT processes, following which Attronica would propose specific projects and solutions. This approach was highly successful, producing re-engineered processes, improved IT services, and cost reductions for the MIC. Solution examples are below.

- a. Technical Procurement Services:** Attronica’s on-site Tech receives employee requests for new PCs, determines the HW and SW needed, completes internal MIC requisitions, obtains the MIC manager’s signature, and forwards the requisition to MIC’s Purchasing department.
- b. Help Desk Services:** Attronica’s on-site Technician performs help-desk services and associated software repair tasks.
- c. Image Creation:** Attronica’s Technicians create new special images, with all requested software, for purchase orders for ten or more computers.

- d. PC/Laptop Configuration, Inventory Management, & Rollouts:** MIC purchases about 1,500 computers annually. Attronica purchases inventory in advance for MIC, warehousing it for quick response to MIC’s POs. Per PO, Attronica configures, integrates, loads specialized images, and asset tags each computer. Attronica delivers them to various MIC locations per PO.
- e. PC/Laptop De-Installation and Disposition to Recycling or Loaner Pool:** When new computers arrive on-site at MIC’s locations, Attronica’s technicians de-install existing PC’s and laptops. Attronica marks each for the discard procedure (HDD removal and degauss; asset tag removal and recording; S/N recording; and tracking update), or for induction into the PC/ Laptop Loaner Pool. Attronica technicians perform the discard procedures, and return the ‘discard’ HW to the MIC for recycling.
- f. PC/Laptop Loaner Pool** Attronica receives de-installed PC’s and laptops, prepares them for MIC’s Loaner Pool per MIC’s specifications for imaging and configuration, and enters each into the Loaner Pool tracking system. Loaners are deployed to specific MIC users. Periodically, each is returned to the Pool, is re-imaged/reconfigured, and re-entered into the tracking system.

Benefits: MIC has improved its IT HW procurement, support services, life cycle performance, and recycling programs; and has achieved significant cost reductions and IT services improvements.



customer success

IT Systems. IT Services.

We innovate, for your success. Here are some examples.

Client: A Virginia County School System with 33 Schools, 1,700+ Teachers, and 24,000 Students

Project Dates: 2008 - 2009

Project Challenge: “Fewer Resources, More Requirements”: This public School System, facing reduced funding, fewer employees, and a growing number of students, needed IT solutions to help the schools provide the same high-quality learning experiences as before.

Solution: Attronica competed for and won the recommended technology solution – a state-of-the-art, mobile video conferencing system for each of the 33 schools. The system was designed to be easily moved, activated easily, and to accommodate varying ergonomic requirements for teachers and students of all ages.

Benefits: The school system has experienced benefits beyond just the project’s goal, which was easily met. Additional benefits include: increased interaction among students and teachers at different facilities; more inter-district classroom-to-classroom events and contests; live meetings among staff across all facilities; virtual field trips to educational treasures such as NASA and the Washington National Zoo.

Client: A Major Food Manufacturer
Project Dates: 2007 - 2015 (ongoing)

Project Challenge: “PC Lifecycle Management”: Throughout each year, this major foods manufacturer (MFM) must cost-effectively and with minimal disruption or inconvenience to its operations, refresh hundreds of specialized software applications, roll-out the new PC's to each employee, provide 'refresh' applications training to its 3000+ employees, box up and stage the old IT equipment, and provide call support to the employees for one week after the 'refresh' PC has been installed.

Solution: Attronica provides this "PC Lifecycle Management" program as a series of continuing on-site services, via an Account Manager and technicians at MFM's offices. Attronica provides procurement, configuration, installation, training, logistics, and call support services as part of this program.

Benefit: MFM's employees receive accurate and on-time IT products, deployment, personalized services, training, and call support, consistently within MFM's IT budget.



customer success

IT Systems. IT Services.

We innovate, for your success. Here are some examples.

Client: A Midwest “Supercenter” Retailer
Project Dates: 2009 - 2015 (ongoing)

Project Challenge: “PC Replacements in Retail Centers”: This Midwest “supercenter” retailer (MSR) needed to replace 4,500 aging CRT monitors with energy-efficient LCD monitors, and replace one-third of aging desktop computers in 185 retail locations in 5 Midwest states, with minimal disruption of daily business, no increase of manpower, and staying within project budget and timeline.

Solution: Attronica’s IT installation team met with MSR’s IT team to develop the plan for the smooth transition. Attronica worked out special pricing with the supplier, pre-installed the approved customer image into all PC’s stored in Attronica’s warehouse, and managed the equipment rollout to be installed at all 185 locations on a ‘just-in-time’ basis via several Attronica installation teams. Attronica’s teams de-installed old equipment, made it ready for environmentally-safe recycling, and installed new replacement equipment.

Benefit: The plan was executed successfully by the Attronica IT teams, meeting all MSR’s expectations. This winning formula for procurement, imaging, storage, deployment, de-installation and installation set the criteria for the repeat replacement program.

Client: A Global Biotech Leader
Project Dates: 2007 - 2015 (ongoing)

Project Challenge: “Image Creation and Deployment”: This Global Biotech Leader (GBL) provides diverse medical instruments utilizing varied computer equipment platforms with many O/S options. Each year, GBL must anticipate demand for its varied medical instruments, must estimate how many computers will be required with each specific image and configuration, and must keep sufficient inventory to meet demand. GBL changes the actual and estimated quantities several times each year, with corresponding changes in the computer imaging needs.

Solution: Attronica creates and maintains the images for each model of GBL’s medical computer solutions. GBL periodically ships to Attronica computers for re-imaging and reconfiguration to the new specification. Attronica re-images, reconfigures, and re-packages the updated computers, re-labels cartons with updated config information exactly to GBL’s specifications, and ships them to GBL’s designated destination.

Benefit: Attronica’s highly-specialized imaging services allows GBL’s inventory to be updated based on real-time demand, allowing GBL to meet demand for its medical equipment solutions quickly. This GBL maximizes the efficiency and effectiveness of its yearly IT budget and actual expenditures, while maintaining productivity of its core departments and functions.



customer success

IT Systems. IT Services.

We innovate, for your success. Here are some examples.

Client: A Global Biotech Leader
Project Dates: 2007 - 2015 (ongoing)

Project Challenge: “Platform Consistency with Just-in-Time Availability for their *Supply Chain Business*”: All computer equipment to be used by this Global Biotech Leader (GBL) during an entire year must be identical and work with all GBL’s medical instruments, without compatibility re-testing for during any year.

Solution: Attronica purchases large quantities of GBL-specific computer equipment configurations on behalf of GBL, provides storage, and releases equipment to GBL for its just-in-time ownership as needed throughout each year.

Benefit: With this procurement and storage solution with Attronica, this GBL controls its IT risks and expenses by reducing/eliminating variability in manufacturer configuration changes, product shortages, and market pricing changes in IT equipment critical to its operations.

Client: A Global Biotech Leader
Project Dates: 2007 - 2015

Project Challenge: “Refurbishing for Operability for their *Supply Chain Business*”: This Global Biotech Leader must maintain the operability of its enormous globally-installed base of IT-dependent, high-end medical instruments.

Solution: Attronica provides refurbishing and redeployment services to this GBL. GBL sends to Attronica failed/ defective servers, desktops, and laptops. Whether in-warranty or out-of-warranty, Attronica refurbishes them to GBL’s specifications, maintains the pool of refurbished units for rapid deployment, and releases/ ships units to GBL’s customers/ clients per GBL’s release orders.

Benefit: This GBL cost-effectively maintains the operability of its global installed base of medical instruments, minimizing down-time of such equipment for its customers.



IT Systems

Just what you expected.

**Your IT Engine:
Responsive, Flexible**

We Do It All

Network Infrastructure and Operating Environments for LAN's, WAN's, wireless, to the Cloud. Virtualization. Servers. Storage. Applications. Desktops, laptops, mobility, Tablets, and smart phones. *What you need.*

Product Consulting

What hardware or software products will fulfill your organization's plan?

Is your IT Strategy the 'best fit' for your organization?

What are the best IT choices, and why?

Ask our engineers and professional sales staff – manufacturer-trained, highly experienced.

Pricing Negotiations

Have a high-volume or long-term procurement? Attronica's reputation and financial stability helps us get excellent pricing from major manufacturers– making the most of our customers' resources.

Procurement Services

Ready to purchase? We can make it easier. Does your organization purchase using XML, email, fax? Contracts? Corporate or Government Credit cards? Purchase Orders and Delivery Releases?

We believe we can simplify your organization's purchasing. We have for others. Ask us how.

LET US HELP YOUR ORGANIZATION MOVE TO "LEAN". SEE OUR IT SERVICES, TOO



IT Services

Agile. Creative.

We take pride in having a core IT staff with an unbeatable reputation, for knowing their “stuff”, and solving IT challenges.

IT Services

- Enterprise-Level Network/System Planning & Architecture: Virtualization, Storage Solutions, Security, Video, Multimedia communications including interactive whiteboards, etc.
- Complex Servers: Configuration, Integration.
- Migration.
- Imaging Services.
- Desktops, Notebooks/Laptops: configuration and integration services
- Roll-outs, Delivery Logistics
- Inventory Management
- Seat/License Management

IT Services

- Complex, multi-site Installations: Wired and wireless networks, security, storage solutions, virtualization, kiosks, integrated multimedia w/ video, signage, interactive boards, etc.
- Moves/ Adds/ Changes; Migrations.
- Refurbishing Services/Dedicated Loaner Pools
- Warranty Management/HW Warranty Services
- Emergency Services
- Staff Augmentation/Outsourcing
- Customer-Specific Software Engineering
- Proper Disposal of old Hardware and Environmental Recycling



Experience and Focus

For these 30 years and counting, we keep our Mission in mind, every day:

“We build trusted customer relationships that bring the best in IT Solutions and Services, with efficient use of our Customers’ Resources.”

Your resources matter to your organization.
We make that matter to us...

... and that is why we have exceptional longevity with our customers.

Longevity of Major Multimillion Dollar Customers

Customer	Since	# Years
A Major Private University in Virginia	1986	29
A Midwest "Supercenter" Retailer	1991	24
A Major Medical Supply Corporation	1994	21
A Major Medical Research Institute	1994	21
A Major Medical College in Virginia	1995	20
A Major Public University in Virginia	1995	20
A Major Financial Corporation 1	1996	19
A Major Insurance Company	1999	16
A Major Multi-Campus University	1999	16
A Regional University in Virginia	2000	15
A Global Biotech Leader	2001	14
A Major Food Manufacturer	2003	12
A Virginia County School System 1	2003	12
A Major Law Firm	2003	12
A Virginia County School System 2	2005	10
A Major Biotech Research Institute	2005	10
A Virginia County School System 3	2006	9
A Virginia County School System 4	2007	8
A Major Financial Corporation 2	2007	8

let's do business



VIRGINIA COMMONWEALTH UNIVERSITY

RFP - Addendum

DATE: December 18, 2015

ADDENDUM NO. 01 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 6811063JC

Commodity/Title: Cooperative Term Contract: Sophos Antivirus Software

Issue Date: December 4, 2015

Proposal Due: January 14, 2016 at 11:00 AM

Pre-Proposal Conference: December 16, 2015 at 2:00 PM

The above is hereby changed to read: **See Attached.**

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Jackie Colbert

ATHRONIC9
Name of Firm

Don Burt
Signature/Title

1/13/16
Date

Reference Page 2, Paragraph above the **NAME AND ADDRESS OF FIRM:**

Add the following as the second sentence: Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

Reference Page 7, Section V., Item K: Replace the Item with the following:

The contract should provide access to all current Sophos products and is not intended to limit the ability to purchase Sophos software and services to the licenses deployed at VCU. The Contractor should supply all other available Sophos products including student AV licenses on the most current version of the Published Price List at a discounted unit price.

Sophos End User License Agreement

THIS AGREEMENT is made on March 25, 2016

BETWEEN:

- (1) **SOPHOS LIMITED** a company incorporated in England and Wales with registered number 2096520 with its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP; and
- (2) **Virginia Commonwealth University (VCU)**, an agency of the Commonwealth of Virginia, located at 701 West Broad Street, Richmond, VA 23220, U.S.A. ("Licensee").

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1 'Affiliates' means, with respect to each party, entities that control, are controlled by, or are under common control with such party. For the purposes of this definition, "control" means the beneficial ownership of more than fifty per cent (50%) of the voting power or equity in an entity.

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1.4 'Documentation' means the formal Product documentation (whether electronic or printed) published by Sophos for each Product.

1.5 'Fee' means the fee payable for the Product, enhanced support package (if applicable), and/or Maintenance subscription (if applicable).

1.6 'Hardware' means the hardware Product itself, together with any related components (including but not limited to power supply modules, disk drives in carriers, ship kits and rack mount kits).

1.7 'License Agreement' means this Sophos license agreement and the Schedule.

1.8 'License Entitlement' has the meaning in Clause 3.2 below.

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1.10 'Licensee' means the person or entity which has been granted license rights under this License Agreement and 'Licensee's' means belonging to, pertaining to or engaged by Licensee, whether on a temporary basis or otherwise.

1.11 'Maintenance' means collectively Upgrades and/or Updates (where applicable to the Product), SMS message processing (where applicable to the Product), and standard technical support as further described in Clause 4.

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1.13 'Partner' means a reseller, distributor or other third party from which Licensee obtains Sophos Products.

1.14 'Product' means the Licensed Product, media and/or Hardware, as applicable.

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14.1 Any Partner from whom Licensee may have purchased the Product is not appointed by Sophos as its servant or agent. No such person has any authority, either express or implied, to enter into any contract or provide any representation, warranty or guarantee to Licensee or any third party or to translate or modify this License Agreement in any way on behalf of Sophos or otherwise to bind Sophos in any way whatsoever.

14.2 Licensee has no obligation to provide Sophos with ideas, suggestions, concepts, or proposals relating to Sophos's products or business ("Feedback"). However, if Licensee provides Feedback to Sophos, Licensee grants Sophos a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable to any party, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback, without any reference, obligation, or remuneration to Licensee. All Feedback shall be deemed non-confidential to Licensee. Licensee shall not provide to Sophos any Feedback it has reason to believe is or may be subject to the intellectual property claims or rights of a third party.

14.3 (i) Self-Audits. To help manage Licensee's use of the Products and Licensee's compliance with this Agreement, Licensee agrees to perform a self-audit upon ten (10) working days' prior written notice from Sophos, calculating the number of Users, Computers, Servers or other applicable units benefiting from the Products. If Licensee's self-audit reveals that Licensee's actual usage exceeds the License Entitlement, Licensee shall procure the additional licenses required from Sophos or its preferred Partner. (ii) Formal Audits. If Licensee does not perform a self-audit upon request from Sophos, or if Sophos has reason to doubt the results of such self-audit, upon prior written notice to Licensee, Licensee shall permit Sophos or an independent certified accountant appointed by Sophos to access Licensee's premises and inspect Licensee's books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Licensee's obligations under this License Agreement, including without limitation the payment of all applicable license fees. Any such audit shall minimize the disruption to Licensee's business operations. Sophos shall not be able to exercise this right more than once in each calendar year. If an audit reveals that Licensee has underpaid fees to Sophos, Licensee shall be invoiced for and shall pay to Sophos or the Partner (as applicable) within thirty (30) days of the date of invoice an amount equal to the shortfall between the fees due and those paid by Licensee. If the amount of the underpayment exceeds five percent (5%) of the fees due or the audit reveals a violation of any license restrictions pursuant to this License Agreement then, without prejudice to Sophos's other rights and remedies, Licensee shall also pay Sophos's reasonable costs of conducting the audit.

14.4 Sophos may in its sole discretion assign, novate, subcontract or otherwise transfer any of its rights or obligations hereunder.

14.5 For the avoidance of doubt, this executed License Agreement, including the Licensee Commonwealth of Virginia Agency Addendum to Contractor's Standard Form, shall supersede any version of the License Agreement which may be embedded in or packaged with the Product itself. Any changes to the main body of this License Agreement shall require the written agreement of both parties. Sophos may update the terms and conditions of documents and/or policies referenced herein at any time, including without limitation by posting the revised terms on its website and/or the location of such referenced document or policy. Such changes to the terms of any referenced documents and/or policies shall be binding upon Licensee from the date of such change.

Notwithstanding the foregoing, any such changes will not materially reduce Sophos's obligations or Licensee's rights under this License Agreement.

14.6 Failure by either party to enforce any particular term or condition of this License Agreement shall not be construed as a waiver of any of its rights under it.

14.7 The illegality, invalidity or unenforceability of any part of this License Agreement will not affect the legality, validity or enforceability of the remainder.

14.8 If Licensee and Sophos have signed a separate written agreement covering the licensing and use of the Product, the terms and conditions of such signed agreement shall take precedence over any conflicting terms and conditions of this License Agreement. Otherwise this License Agreement, the Schedule and the documents and policies referenced herein constitute the entire agreement between the parties relating to the licensing and use of the Product and supersede any other oral or written communications, agreements or representations with respect to the Product, except for any oral or written communications, agreements or representations made fraudulently. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.9 If there are any inconsistencies between the English language version of this License Agreement and any translated version, the English language version shall prevail.

14.10 A person who is not a party to this License Agreement has no right to enforce any term or condition of this License Agreement, and the parties to this License Agreement do not intend that any third party rights are created by this License Agreement.

14.11 In the event the Sophos subsidiary entity from which Licensee has purchased the licenses is located in:

THE UNITED STATES OF AMERICA, CANADA, OR LATIN AMERICA, this License Agreement and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., without regard to its conflict of laws principles. The federal and state courts of the Commonwealth of Virginia, U.S.A. shall have exclusive jurisdiction to determine any dispute or claim which may arise out of, under, or in connection with this License Agreement; and

ANY OTHER COUNTRY, this License Agreement and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles. The courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim which may arise out of, under, or in connection with this License Agreement.

14.12 Nothing in Clause 14.11 shall limit the right of Sophos to initiate proceedings against Licensee in any court of competent jurisdiction where deemed necessary by Sophos to (i) protect its intellectual property rights, (ii) protect its confidential information, and/or (iii) recover overdue payments.

14.13 Any notices required to be given to Sophos or any questions concerning this License Agreement should be addressed to The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legal@sophos.com.

14.14 The following clauses shall survive any termination or expiration of this License Agreement: 2, 6, 7, 11, 12.3, 13.1, 14, 15.2.5, 15.6.5, and 15.6.6.

15. ADDITIONAL TERMS AND CONDITIONS The first part of this License Agreement includes general terms and conditions applicable to all Products. The additional terms and conditions in this Clause 15 below apply only to the Products referenced in each section.

15.1 **Direct Purchases from Sophos.** This Clause only applies if Licensee purchases Products from Sophos directly, rather than through a Partner:

15.1.1 All Products are delivered ICC Incoterms 2010 Ex Works from the applicable Sophos site. Accordingly, the Licensee is responsible for delivery costs, export clearances, import clearances, and insurance costs.

15.1.2 Fees shall be paid in full, in the currency and via the payment method specified on the invoice, within thirty (30) days of the date of such invoice.

15.1.3 Unless expressly stated otherwise, the Fee is exclusive of value added tax and any other federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs.

15.1.4 Invoices may provide for interest to be paid on any sums not remitted by the due date.

15.2 **Hardware Products.** This Clause only applies to Hardware Products:

15.2.1 Sophos retains title to the Hardware until such time as any Free Trial described in Clause 15.6 below (if applicable) expires, and Licensee pays the Hardware Fee to Sophos or a Partner, as applicable, and Sophos receives the Hardware Fee in full. Unless and until title to the Hardware has transferred to Licensee in accordance with this Clause, Licensee agrees to keep the Hardware free and clear of all claims, liens, and encumbrances, and any act by Licensee, either voluntary or involuntary, purporting to create a claim, lien or encumbrance on the Hardware shall be void. Licensee owns only the Hardware or media, if applicable, on which the Licensed Product is installed. Licensee does not own the Licensed Product itself.

15.2.2 In the event that Licensee fails to pay or Sophos does not receive the Fee for the Hardware, Licensee shall return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid. If Licensee fails to return the Hardware to the indicated location promptly, upon written notice Sophos will be entitled to enter Licensee's premises during normal business hours to repossess such Hardware.

15.2.3 Risk of loss passes to Licensee upon shipment of the Hardware to Licensee. Insurance, if any, covering the Hardware shall be Licensee's sole responsibility.

15.2.4 Licensee acknowledges that the Hardware is sold hereunder solely as the medium for delivery and operation of the Licensed Products and, unless otherwise agreed by the parties in writing, Sophos at its option may provide Hardware that is either new or refurbished.

15.2.5 Licensee is solely responsible for complying with any applicable governmental regulations relating to waste, health and safety, including without limitation those that relate to the EC Directive on Waste Electrical and Electronic Equipment (2002/96/EC) ("WEEE") and The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations (2002/95/EC) ("RoHS") (as amended) in connection with Licensee's use, transport and/or disposal of the Hardware.

15.2.6 Sophos offers a limited warranty for Hardware as set out in the Hardware Warranty Policy at: <http://www.sophos.com/en-us/legal>.

15.3 **Sophos Cloud (Software as a Service) Products.** This Clause only applies to Sophos Cloud Products:

15.3.1 The Licensee shall not store or transmit any content through the Sophos Cloud Products that (i) is unlawful, pornographic, obscene, indecent, harassing, racially or ethnically offensive, harmful, threatening, discriminatory or defamatory, (ii) facilitates or promotes illegal activity, (iii) infringes any third party intellectual property rights, or (iv) is otherwise inappropriate ("Prohibited Content").

15.3.2 The Licensee acknowledges that Sophos has no control over any content stored or transmitted by Licensee, does not monitor such content and accordingly acts as a mere conduit. Sophos reserves the right to remove content from the Sophos Cloud Products immediately without prior notice where it reasonably suspects that such content is Prohibited Content. The Licensee shall (to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any) indemnify and hold Sophos harmless from and against all damages, losses and expenses arising as a result of any third party action or claim relating to Licensee's content.

15.3.3 The Sophos Cloud Products are not designed for the storage of regulated health or payment card data and Licensee may only store or transmit such information through Sophos Cloud Products if it has entered a separate written agreement with Sophos expressly permitting such purpose.

15.3.4 Prior to termination or expiry of the Product Term, Licensee must (i) remove all Product settings from its Servers and Computers, and (ii) remove all of its custom settings, software and data from the Sophos network. For certain Products, Sophos may download and return the data upon request and for a reasonable fee to be agreed in writing in advance. Sophos reserves the right to delete data that has not been removed after such termination or expiry date.

15.4 Sophos Network Security Product. This Clause only applies to the Sophos Firewall, Sophos Firewall Manager, Sophos iView and Sophos UTM Products:

15.4.1 Licensee acknowledges and agrees that the Product may require the complete erasure of the hard disk of the target Computer during installation, including without limitation the operating system resident thereon. By installing the aforementioned Product, Licensee expressly agrees that it shall ensure that the Computer on which such Product is to be installed does not contain any valuable data, the loss of which would cause damage to Licensee, and, subject to Clause 15.8, Sophos expressly disclaims any liability for losses of any kind related to Licensee's failure to do so.

15.5 Employee Personal Use.

15.5.1 The following URL lists the Products for which employee personal use is permitted:
<https://www.sophos.com/en-us/legal/employee-personal-use-policy.aspx>

15.5.2 In addition to the rights granted in Clause 3 of this Agreement, where employee personal use is permitted, Licensee may permit its employees to use such Product at home on a single workstation provided that (i) Licensee shall be responsible for the distribution of Upgrades and Updates and the provision of technical support to such employees, and (ii) the Licensee's actual usage including such employee personal usage does not exceed the License Entitlement.

15.5.3 Licensee shall ensure that its employees are aware of and comply with the terms and conditions of this License Agreement, and, to the extent permitted by applicable law, Licensee shall be responsible for the acts and omissions of its employees relating to use of the Products.

15.6 Free Trials, Fixes, Technical Previews, Beta Testing and Free Tools

15.6.1 If Sophos permits the Licensee to conduct a free trial of a commercially available Product (the "Free Trial"), the Licensee may use the Product free of charge for evaluation purposes only for a maximum of 30 days, or such other duration as specified by Sophos in writing at its sole discretion (the "Trial Period"). If the Licensee does not purchase the Product, the rights to use the Product will terminate immediately upon expiry of the Trial Period.

15.6.2 If the Free Trial relates to Hardware, Licensee must return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid upon the expiry of the Trial Period. Licensee is solely responsible for removing any and all of Licensee's data from the Hardware prior to return. If Licensee fails to return the Hardware upon expiry of the Trial Period, Sophos may invoice, and Licensee shall pay for, the Hardware at list price.

15.6.3 Sophos makes certain Products available for use free of charge ("Free Tools"). Such Free Tools may only be used for the express purposes permitted by Sophos as identified in the accompanying Documentation. The Product Term applicable to a Free Tool shall continue until (i) Sophos withdraws the Free Tool, or (ii) Sophos notifies the Licensee that it is no longer permitted to use the Free Tool. No Maintenance or technical support is included with, or provided for, Free Tools.

15.6.4 If Sophos provides Licensee with a Product for technical preview or beta testing purposes (a "Preview Product"), Licensee may use the Preview Product for evaluation purposes in a non-production test environment only, for the period specified by Sophos (the "Test Period"). Licensee shall test the Preview Product in accordance with any conditions specified in the readme file for the software and/or any accompanying Documentation and shall gather and report test data, and other Feedback to Sophos as set forth in Clause 14.2. Licensee's right to use the Preview Product shall terminate upon expiry of the Test Period. Sophos does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product. Any Preview Product and accompanying documentation shall be considered Sophos's confidential information as set forth in Clause 13.1.

15.6.5 Clause 6 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. FREE TRIAL PRODUCTS, FREE TOOLS AND PREVIEW PRODUCTS ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (i) SOPHOS MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH PRODUCTS, (ii) IN NO EVENT SHALL SOPHOS BE LIABLE TO LICENSEE OR TO THOSE CLAIMING THROUGH LICENSEE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF SOPHOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS CLAUSE 15.6.5 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

15.6.6 Clause 7 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 15.6.4 ABOVE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND SOPHOS BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED ONE HUNDRED AND FIFTY U.S. DOLLARS (USD \$150).

15.7 **Consumers.** The following Clause applies if Licensee is a Consumer:

15.7.1 Licensee is only permitted to use those Products which are expressly designated by Sophos as suitable and available for Consumer use.

15.7.2 Unless expressly stated otherwise on the Schedule, consumers are not entitled to receive technical support.

15.7.3 Licensee may only purchase Products if Licensee is at least eighteen (18) years old or is acting with the consent and supervision of a parent or guardian.

15.7.4 Licensee acknowledges that the Products have not been developed to meet Licensee's individual requirements, and that it is therefore Licensee's responsibility to ensure that the facilities and functions of the Products as described in the Documentation meet Licensee's requirements.

15.7.5 This License Agreement does not exclude or limit statutory rights applicable to Consumers in the jurisdiction in which Licensee is resident if and to the extent that such rights cannot be excluded or limited by applicable law. If you require information about your rights, you should contact your local legal counsel.

15.7.6 Consumer Products are supplied only for domestic and private use. Licensee is not permitted to use the Products for any commercial, business or re-sale purposes, and to the maximum extent permitted by law, Sophos has no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.7.7 Clauses 7.1, 7.2 and 7.3 shall not apply to Consumers. Subject to Clause 15.8, Sophos is only responsible for loss or damage that Licensee suffers under Clause 7.4 or that is a foreseeable result of (i) breach of this License Agreement, or (ii) Sophos's negligence. In the absence of such breaches of this License Agreement by Sophos, Licensee's use of the Products is at Licensee's own risk. Sophos is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by both parties at the commencement of this License Agreement.

15.7.8 Clauses 14.11 and 14.12 shall not limit any right of the Consumer to take proceedings in or to benefit from consumer protection laws that apply in the Consumer's country of residence.

15.8 Consumer Products.

15.8.1 Where a Consumer has:

(a) paid for a Product; or

(b) received a Product for free as part of a bundle with other goods, services or other digital content for which the Consumer has paid a price, and this Product is not generally available to Consumers unless they have paid a price for it or for the other goods, services or other digital content,

Sophos warrants that such Products will be (i) of satisfactory quality, (ii) reasonably fit for purpose, and (iii) as described in the Documentation.

15.8.2 Where Sophos is in breach of Clause 15.8.1, Sophos will (i) at its own cost, repair or replace the Product within a reasonable time and without significant inconvenience to the Consumer, or (ii) grant the Consumer a reasonable Fee reduction for the Product where the Product cannot be repaired or replaced within a reasonable time and without significant inconvenience to the Consumer.

15.8.3 Where the Product Term is perpetual or of an indefinite duration and the Licensee is a Consumer, if Sophos has a right to terminate this License Agreement, Sophos will provide reasonable notice before exercising this right except where there are serious grounds for terminating immediately.

15.8.4 Where a Product supplied to a Consumer causes damage to a device or to other digital content which, in either case, is owned by a Consumer, Sophos will either (i) at its own cost, repair the damage within a reasonable time and without significant inconvenience to the Consumer, or (ii) compensate the Consumer for the damage with an appropriate payment.

15.8.5 This Clause 15.8 shall take precedence to the extent that there are any conflicting terms and conditions in this License Agreement.

15.9 Alert Services. The following Clause applies if Licensee has subscribed to ZombieAlert, PhishAlert or WebAlert services (collectively the "Alert Services"):

15.9.1 Licensee acknowledges and agrees that the Alert Services are only intended to inform Licensee about potentially unwanted activities originating from the Licensee's network of which Sophos becomes aware, and that Sophos has no obligation to provide an analysis of the data, to maintain records of past data, to attempt to take action against or to otherwise remedy such activities.

15.9.2 Sophos does not warrant (i) the accuracy, completeness, currency or reliability of any of the content of data provided as part of the Alert Services, or (ii) the timing or availability of the Alert Services. In particular but without limitation, Licensee acknowledges and agrees that Sophos does not monitor changes in IP address ownership.

15.9.3 If Sophos has difficulty delivering information to a particular email address, Sophos reserves the right to cease delivery of Alert Services to such address without notice.

15.10 Info Feeds. The following Clause applies if Licensee has subscribed to RSS and/or Atom info feeds ("Info Feeds"):

15.10.1 Sophos grants Licensee a non-transferable, non-exclusive license to display the information contained in the Info Feeds on Licensee's website provided that (i) copyright notices contained in the Info Feeds are reproduced on such website, (ii) the website makes accurate references to Sophos and its Products, and (iii) the Info Feeds are not displayed in any manner that implies affiliation with, sponsorship, endorsement or license by Sophos, or any joint venture, agency or partnership.

15.10.2 Sophos reserves the right, in its sole discretion and at any time without notice, to (i) change or withdraw the Info Feeds and (ii) refuse or cease to provide Info Feeds to a website.

Executed by the Parties' duly authorized representatives:

Signed for and on behalf of

SOPHOS LIMITED

Signature: J Onslow
Onslow (Mar 29, 2016)

Name: J Onslow

Title: Director

Date: Mar 29, 2016

Signed for and on behalf of

**VIRGINIA COMMONWEALTH UNIVERSITY, AN
AGENCY OF THE COMMONWEALTH OF VIRGINIA**

Signature: Brian Shaw

Name: BRIAN SHAW
Interim VP for
Administration

Title: Interim VP for
Administration

Date: 3/29/16

**VCU**

**COMMONWEALTH OF VIRGINIA AGENCY
ADDENDUM TO CONTRACTOR'S STANDARD FORM**

AGENCY NAME: Virginia Commonwealth University

CONTRACTOR NAME: Sophos Ltd.

DATE: March 25, 2016

The Commonwealth and the Contractor are this day entering into a contract and, for their mutual convenience; the parties are using the standard form agreement provided by the Contractor. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation /XX / governmental agency or authority authorized to do in Virginia the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed the purchase order amount; payments will be made on a NET 30 basis only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later in accordance with the Virginia Prompt Payment Legislation. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Commonwealth.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to maintain any type of insurance either for the Commonwealth's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;

3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Commonwealth to indemnify or to hold harmless the Contractor or any third party for any act or omission;
5. Imposing interest charges contrary to that specified by the *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Virginia;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Commonwealth if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Commonwealth before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. [Intentionally left blank].
13. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity, and requiring waiver of a jury trial;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth.
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Commonwealth;
17. Requiring the Commonwealth to keep the price paid by the Commonwealth confidential or designating the price paid by the Commonwealth as proprietary information.
18. Requiring the Agency to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;
19. Requiring the Commonwealth to reimburse for travel and living expenses in excess of the agency policy.

This Agency contract consisting of this Agency addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of the agency. Its substantive terms are appropriate to the needs of the agency and sufficient funds have been allocated for its performance by the agency. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

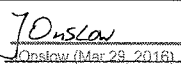
Virginia Commonwealth University

Sophos Ltd.

Name: Brian Shaw

Name: JOnslow

Signature: 

Signature: 
JOnslow (Mar 29, 2016)

Title: Interim VP, Finance & Admin.

Title: Director

Date: 3/29/16

Date: Mar 29, 2016