



pennsylvania
OFFICE OF ADMINISTRATION

INFORMATION TECHNOLOGY
May 8, 2012

SUBJECT: **Renewal of Contract:** 4400004253
 Contract Title: Carahsoft – GSA PA (Symantec software)
 Term of Renewal: May 1, 2012 - December 19, 2016

Dear Ms. Borman

The Commonwealth is extending contract 4400004253 for the term of GSA contract GS-35F-0119Y. The new termination date will be December 19, 2016.

Please note, this contract has been assigned to PA Office of Administration. Future correspondence related to this contract should be addressed to me at the address set out below.

Joseph M. Millovich | Commodity Specialist
Office of Administration | Bureau for Information Technology Procurement
613 North Street, 5th Floor, Finance Building | Harrisburg, PA 17120
phone: 717.214.3434 | fax: 717.214.6983
email: jmillovich@pa.gov | web: <http://www.oit.state.pa.us>

The Commonwealth requests your acknowledgement of the contract extension and the assignment of the contract. Please confirm your acknowledgement by completing the bottom section of this letter and emailing a copy to me by close of business on Thursday, May 10, 2012.

Thank you for your prompt response. If you have any questions, please do not hesitate to contact me.

Sincerely,

Joseph Millovich
Commodity Specialist

I acknowledge the extension of the above referenced contract for the above stated Term of Extension, and all terms and conditions in the contract shall remain in full force and effect.

Yes X No

Signature Anne Borman

Title Symantec SLED Manager

Date 5/8/12



FULLY EXECUTED
Contract Number: 4400004253
Contract Effective Date: 05/15/2009
Valid From: 05/01/2009 To: 11/09/2009

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Teprovich Tom
Phone: 717-783-0257
Fax: 717-346-3280

Your SAP Vendor Number with us: 316904

Supplier Name/Address:
Carahsoft Technology Corp
12369 Sunrise Valley Dr Ste D2
Reston VA 20191-3846 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 703-871-8500
Supplier Fax Number: 703-871-8505

Contract Name:
Carahsoft - GSA PA (Symantec Software)

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Software	0.000		0.00	1	0.00

2	Maintenance/Service/Upgrades	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text
Please see Exhibit C - Approved Products List for products/services available for purchase through this Participating Addendum.
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

Contract No. _____

**PARTICIPATING ADDENDUM
FEDERAL SUPPLY SERVICE INFORMATION
TECHNOLOGY SCHEDULE 70 CONTRACT
Schedule 70, IT Solutions and Electronics, General Purpose Commercial Informational
Technology Equipment, Software and Services**

This Participating Addendum ("Addendum") is entered into pursuant to the Federal Supply Service Information Technology Schedule 70 Contract for General Purpose Commercial Information Technology Equipment, Software, and Services ("Federal Supply Contract"), between **Carahsoft Technology Corporation** ("the Contractor") and the United States General Services Administration ("GSA") (Contract #GS-35F-0131R). The parties to this Addendum hereby create a separate contract between the Contractor and the **Commonwealth of Pennsylvania** ("Commonwealth") acting through its **Department of General Services** ("DGS").

WHEREAS, GSA, pursuant to law governing federal acquisitions, entered into the Federal Supply Contract with the Contractor, pursuant to which the Contractor provides Information Technology Professional Products and Services as described in the Federal Supply Contract to federal agencies; and

WHEREAS, the Commonwealth of Pennsylvania desires to participate in the Federal Supply Contract as an additional contracting party to procure Information Technology Equipment, Software and Services from the Contractor under the Federal Supply Contract.

WHEREAS, DGS is authorized under Section 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa.C.S. §§1902, 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. The recitals set forth above are incorporated by reference as a material part of this Addendum.
2. This Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Addendum to the Contractor. This Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Federal Supply Contract, or (b) termination of this Addendum in accordance with its terms or the terms of the Federal Supply Contract. If the Federal Supply Contract is renewed or extended, this Addendum shall automatically renew or extend for a term consistent with the term of the Federal Supply Contract.

3. The Commonwealth may procure only those items and/or services from the Federal Supply Contract as set forth on Exhibit C, which is attached hereto and made part of this Addendum. Any item and/or service provided by the Contractor through the Federal Supply Contract but not listed on Exhibit C, may be added or substituted to this Addendum at the sole discretion of DGS.
4. Unless prohibited by the Federal Supply Contract, Contractor may provide software and/or hardware maintenance (“Maintenance”) to the Commonwealth through this Addendum. Contractor may provide Maintenance to the Commonwealth beyond the expiration date of the Federal Supply Contract if a purchase order for such services is executed prior to the expiration date of this Addendum and the Federal Supply Contract.
5. DGS and the Contractor agree to be bound to the Special Terms and Conditions attached hereto as Exhibit A and made part of this Addendum.
6. DGS and the Contractor agree to be bound by the prices, terms and conditions as stated in the Federal Supply Contract, which is made a part of this Addendum and incorporated by reference.
7. DGS and the Contractor agree that the End-User Software License Agreement, attached hereto as Exhibit B and made part of this Addendum, shall apply to all Symantec software purchased through this Addendum.
8. To the extent that there is a conflict between this Addendum, the Special Terms and Conditions, the End-User Software License Agreement, and the Federal Supply Contract, the order of precedence shall be as follows:
 - a. this Addendum;
 - b. the Special Terms and Conditions attached as Exhibit A;
 - c. the End-User License Agreement attached as Exhibit B; and then,
 - d. the Federal Supply Contract; and then,

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Addendum the day and year first above written.

Witness:

Carahsoft Technology Corporation

Nancy S. Oberg
Signature

Ryan Fagan
Signature

Nancy S. Oberg 2/03/09
Printed Name Date

Ryan Fagan 2/3/09
Printed Name Date

AR
Title

Account Manager
Title

Federal I.D. Number - 522189693
SAP Vendor # - 316904

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

By: [Signature Affixed Electronically]
Deputy Secretary Date

APPROVED:

[Signature Affixed Electronically]
Comptroller Date

[Signature Affixed Electronically]
Treasury Date

APPROVED AS TO FORM AND LEGALITY:

[Signature Affixed Electronically]
Office of Chief Counsel Date

[Signature Affixed Electronically]
Office of General Counsel Date

[Signature Affixed Electronically]
Office of Attorney General Date

EXHIBIT A

SPECIAL TERMS AND CONDITIONS

1. COMMONWEALTH OF PENNSYLVANIA ADDENDUM PARTICIPANTS

This Addendum may be used by all Commonwealth agencies as that term is defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. §103, and by all local public procurement units, as that term is defined in Section 1901 of the Commonwealth Procurement Code, 62 Pa.C.S. §1901.

2. ELECTRONIC SIGNATURES

This Participating Addendum will be executed electronically by the Commonwealth. The Commonwealth and the Contractor specifically agree as follow:

- (a) No handwritten signature shall be required in order for this Addendum to be legally enforceable.
- (b) The parties agree that no writing shall be required in order to make this Addendum legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of this Addendum under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements must be in writing and signed by the party bound thereby. This Addendum, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of this Addendum under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgment were not in writing or signed by the parties.

3. CONTRACT PURCHASE ORDER

The Commonwealth and local public procurement units may issue purchase orders against this Addendum directly with the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency or local public procurement unit. All orders placed against this Addendum shall be based on the Contractor's Federal Supply Contract prices, terms and conditions. All purchase orders issued in accordance with the Addendum and these Special Terms and Conditions received by the Contractor up to and including the expiration date of the Addendum are acceptable and must be performed in accordance with the Addendum and the purchase order. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Addendum.

Purchase orders may not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- (c) No handwritten signature shall be required in order for a purchase order issued in accordance with the Addendum and these Special Terms and Conditions to be legally enforceable.
- (d) Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth transmitting the order has properly received an acknowledgement.
- (e) The parties agree that no writing shall be required in order to make a purchase order issued in accordance with the Addendum and these Special Terms and Conditions legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically and issued in accordance with the Addendum and these Special Terms and Conditions under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued in accordance with the Addendum and these Special Terms and Conditions and issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements issued in accordance with the Addendum and these Special Terms and Conditions under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment issued in accordance with the Addendum and these Special Terms and Conditions shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- (f) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

4. INFORMATION TECHNOLOGY BULLETIN (ITB) COMPLIANCE

Contractor is required to comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT), for the Commonwealth enterprise. See:

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>

5. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Upon request of the Commonwealth, the Contractor must provide written confirmation that the background checks have been conducted.
- (c) If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (d) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein. Nothing in this section shall be deemed to require the Contractor to provide the Commonwealth with confidential or personal information of its employees.

- (e) Commonwealth POs may require Contractor to access confidential and/or secure data. In the event that access to such data is required, the individual PO will specify the Contractor's responsibilities, which may include, but are not limited to, employees signing confidentiality statements and documentation of employee background checks. Failure of the Contractor to comply with the confidentiality and security requirements of the PO may result in default of the Contractor under this Addendum.

6. INSURANCE

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - (1) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*)
 - (2) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Addendum, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the work performed for the Commonwealth.
- (b) Prior to commencing work under the Addendum, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.
- (c) The Contractor agrees to maintain such insurance for the life of the Addendum.

Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 6

(INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the Addendum that Contractor has sufficient assets to cover such losses.

7. CONTROLLING LAW

The Addendum between DGS and the Contractor shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

8. CONTRACT CONTROVERSIES

In the event of a controversy, dispute or claim arising from the Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

If the matter cannot be worked out between the parties, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims, if the claim involves a Commonwealth executive or independent agency or a state-affiliated entity. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Agreement or the addendum in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the addendum.

9. COSTARS PROGRAM

Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Purchasers”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Purchasers. DGS has identified this Contract as one suitable for COSTARS Purchaser participation.

- (a) Only those COSTARS Purchasers registered with DGS may participate as COSTARS Purchasers in a Commonwealth contract. Several thousand COSTARS Purchasers are currently registered with DGS; therefore, the Contractor agrees to permit **only** to DGS-registered COSTARS members to make COSTARS purchases from this Contract.
 - (1) A “local public procurement unit” is:
 - Any political subdivision;
 - Any public authority;
 - Any tax exempt, nonprofit educational or public health institution or organization;
 - Any nonprofit fire, rescue, or ambulance company; and
 - To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.
 - (2) A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education.
- (b) COSTARS Purchasers have the option to purchase from a Contract awarded under this procurement, from any DGS contract established exclusively for COSTARS Purchasers in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.
- (c) DGS is acting as a facilitator for COSTARS Purchasers who may wish to purchase under this Contract. Registered COSTARS Purchasers who participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this contract without

joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a Purchaser unless substantial interests of the Commonwealth are involved.

- (d) Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- (e) The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
 - (1) Until such time as DGS may provide the Contractor written notice of automated report filing, the Contractor shall either e-mail the reports to GSPACostars@state.pa.us or send the reports on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101. When DGS has instituted automated reporting, the Contractor shall comply with DGS's written notice and instructions on automated Contract reports. DGS will provide these instructions with sufficient advance time to permit the Contractor to undertake automated reporting.
 - (2) The Contractor shall include on each report the Contractor's name and address, the Contract number, and the period covered by the report. For each PO received, the Contractor shall include on the report the name of each COSTARS-Registered Purchaser that has used the Contract along with the total dollar volume of sales to the specific Purchaser for the reporting period.
 - (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- (f) Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at <http://www.dgsweb.state.pa.us/COSTARSReg/RegForm.aspx>.
 - (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgsweb.state.pa.us/COSTARSReg/RegForm.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently registered COSTARS member entities, please visit the COSTARS website.
 - (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

10. REPORTING REQUIREMENTS

- (a) **Quarterly Reporting Requirements:** The Contractor shall provide to the Commonwealth's primary contact, a quarterly report detailing purchasing volume by the Commonwealth and its using agencies. The report shall also include all COSTARS purchases. A consistent reporting mechanism will be required and shall include, but not be limited to:
- (1) A Summary Report of purchases by each Commonwealth agency (item description, item number, serial number, subtotals, and totals), including the delivery order history indicating the receipt date of the purchase order, and the delivery date of equipment.
 - (2) A Performance Report indicating average delivery time for equipment, percentage of orders that were shipped incorrectly, failure rates ('dead on arrival'), and percentage of delivery orders resulting in backorder items.
 - (3) Usage reports as defined the Commonwealth.
 - (4) A Call-Tracking Report for warranty/maintenance support, which shall include:
 - Date of initial call, requesting agency, contact person, and nature of call
 - Date of initial Contractor response
 - Date and brief explanation of problem closure
 - (5) A Customer Satisfaction Report detailing Contractor performance in the areas of quality assurance, accuracy of equipment shipped, professionalism, flexibility, competence, timeliness of delivery and response to questions. Contractor shall initiate customer satisfaction surveys indicating Contractor performance. The Commonwealth will determine the format and delivery mode of the survey.
- (b) **Monthly Reporting Requirements for Equipment Repair (if applicable):**
- (1) **Response and Fix Time by Agency:** Use SLA in the Federal Supply Contract if a SLA is not specified in the Commonwealth PO as the metric for on time performance. The report must include: agency name, incident location, model #, serial #, problem summary, call date & time, response

date & time, time of trouble call to signed completion of call, fix date, fix time, and resolution summary.

(2) **Repeat calls by Agency:** Number of repeat calls totaling three (3) or more on a rolling 30-day basis by serial number.

(3) **General Monthly Status Report** to address all outstanding issues.

(c) **Report Requirements:**

(1) **Report Due Date:** The Contractor shall provide all reports to the Commonwealth no later than ten (10) days after the end of the applicable reporting period (month or quarter).

(2) **Report specifications:** All reports shall be in Microsoft Excel format. Download all requested reports to one Excel file. Use tabs to define each report. Ensure to label file, report, tabs and cells correctly. Ensure Commonwealth of Pennsylvania and COSTARS (if applicable) data is segregated and labeled correctly. Reports are to be sent to the Department of General Services.

(d) Reports may be added or deleted as required by the Department of General Services.

11. Additional Requirements

(a) **New Items.** All items offered by the Contractor must be new. A “new” item is one which will be used first by the Commonwealth after it is manufactured or produced. The provision of used, remanufactured or reconditioned items is not permissible. This clause shall not be construed to prohibit Contractors from offering goods, supplies, equipment materials, or printing with recycled content, provided the item is new.

(b) **Electrical Requirements.** The Commonwealth will furnish suitable electrical current to operate equipment. All equipment MUST be UL approved. Any special voltage needed beyond the standard 110v must be indicated.

(c) **Electronic Interface.** If indicated in writing by the Commonwealth, Contractor must have the ability to accept, process, and track POs electronically. The ability to provide electronic funds transfer and/or a seamless electronic interface to Commonwealth SAP/SRM accounting and procurement system is also required. The Contractor must submit a monthly, or as needed by the respective agency, file to be imported into the Commonwealth’s Remedy Asset Management System if equipment or hardware is being purchased.

(d) **Energy Star Technology Equipment and Guidelines.** Unless the Commonwealth indicates otherwise in writing to the Contractor, the Contractor must provide

equipment that meets the most recent set of U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines (<http://www.energystar.gov>). Installation, service and any other technical support performed under this contract, unless indicated otherwise in writing by the Commonwealth, must include the proper configuration of power management features according to the current Energy Star specifications for that class of equipment at the time of installation, service, or other technical support is provided. Unless indicated otherwise in writing by the Commonwealth, personnel involved in system integration, site customization, equipment maintenance and technical support must:

- (1) Ensure that power management features on all equipment remain installed and functional at all times.
- (2) Carry out their services so as to maximize the energy efficiency of the installed product.
- (3) Treat the malfunction of power management as functional failures of the equipment, and must diagnose and repair those problems rather than disable the power management features.
- (4) For all equipment with ENERGY STAR power management features, all ENERGY STAR power management features must be fully activated upon delivery.

(e) **Ongoing Environmental Initiatives.** If requested by the Commonwealth, the Contractor must work with the Commonwealth and interested environmental partners during the term of the Addendum to examine the feasibility of implementing environmental initiatives to minimize its environmental impact at manufacturing, assembly, warehouse, distribution and/or other facilities, including, but not limited to:

- (1) Toxic use reduction and/or waste prevention efforts
- (2) Recycling and/or reuse (including the current recycling, reuse and/or remanufacture of computer equipment by or for COPA)
- (3) Energy efficiency
- (4) Natural resource conservation
- (5) Support future efforts aimed at improving the environmental design and performance of electronics in the marketplace. Such programs may include, but not be limited to, incorporating any upcoming Energy Star specifications into equipment design and meeting certification standards established by the Electronic Products Environmental Assessment Tool (EPEAT), a current project underway with funding provided by the US EPA. See details at <http://www.epeat.net>.

12. PRIMARY CONTACT:

The Commonwealth's primary contact for this Addendum is as follows:

Thomas Teproovich
Department of General Services
Forum Place, 6th floor
555 Walnut Street
Harrisburg, PA 17101
Phone: 717-782-0257
email: tteprovich@state.pa.us

13. NOTICE

Any written notice to any party under this Addendum shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the Contractor, in an envelope addressed to the attention of:

CarahSoft Technology Group
12369 Sunrise Valley Dr, Suite D2
Reston, VA 20191

If to DGS, in an envelope addressed to the attention of:

Chief Procurement Officer
Bureau of Procurement, Department of General Services
555 Walnut Street
Forum Place 6th Floor
Harrisburg, PA 17125

14. AUDIT PROVISIONS

The Commonwealth, excluding information protected by privacy laws, shall have the right, at reasonable times and at a site designated by the DGS, to audit the books, documents, and records of the Contractor to the extent that the books, documents, and records relate specifically to

pricing data for this Addendum or order. The Contractor agrees to maintain records that will support the prices charged for this Addendum or any order.

The Contractor shall preserve books, documents, and records that relate to pricing data for this Addendum or any order for a period of three years from date of final payment.

15. OFFSET PROVISIONS

The Contractor agrees that the Commonwealth may set off the amount of any damages, state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

16. TERMINATION PROVISIONS

In addition to the termination provisions provided for default in the Federal Supply Contract, the Contractor and DGS agree that the following additional termination provisions will apply to the Addendum between the Contractor and DGS.

- (a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Addendum or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- (b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Addendum or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or contract purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

17. CONTRACTOR INTEGRITY PROVISIONS

- (a) For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair,

unethical, or illegal advantage to another desiring to contract with the Commonwealth.

2) **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

3) **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.

4) **Financial interest** means:

- a) Ownership of more than a five percent interest in any business; or
- b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

- (b) The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- (c) The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
- (d) The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- (e) The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- (f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.

- (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- (i) The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
- (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

18. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, Contractor agrees as follows:

- (a) In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the

manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.

- (c) The Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) The Contractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

19. CONTRACTOR RESPONSIBILITY PROVISIONS

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor must also certify, in writing, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly,

the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

20. AMERICANS WITH DISABILITIES ACT

- (a) Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

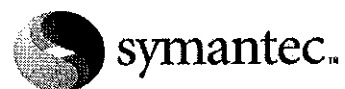
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph (a) above.

21. ENTIRE AGREEMENT

This Participating Addendum and the Federal Supply Contract, together with their exhibits, set forth the entire agreement between the parties concerning the Commonwealth's procurement of information technology professional products and services from the Contractor. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

Exhibit B

End-User Software License Agreement



PLEASE READ THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE LICENSED SOFTWARE. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND VERITAS SOFTWARE GLOBAL LLC (A SUBSIDIARY OF SYMANTEC CORPORATION AND ITS AFFILIATED ENTITIES ("LICENSOR").

LICENSOR AGREES TO LICENSE THE LICENSED SOFTWARE AND RELATED DOCUMENTATION TO YOU (PERSONALLY AND/OR ON BEHALF OF YOUR EMPLOYER) ONLY IF YOU ACCEPT ALL THE TERMS CONTAINED IN THIS AGREEMENT. BY OPENING THIS PACKAGE, BREAKING THE SEAL, CLICKING THE "ACCEPT" OR "YES" BUTTON OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR LOADING OR USING THE LICENSED SOFTWARE YOU INDICATE YOUR ACCEPTANCE OF THE TERMS CONTAINED IN THIS AGREEMENT.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" OR "NO" BUTTON OR OTHERWISE INDICATE REFUSAL, MAKE NO FURTHER USE OF THE LICENSED SOFTWARE AND WITHIN THIRTY

(30) DAYS OF YOUR PURCHASE OF THE LICENSED SOFTWARE YOU MAY RETURN THE LICENSED SOFTWARE, ALONG WITH ALL ACCOMPANYING DOCUMENTATION, PACKAGING MATERIALS AND PROOF OF PURCHASE, TO THE LICENSOR RESELLER OR DEALER FROM WHOM YOU OBTAINED IT (OR TO LICENSOR IF THE LICENSED SOFTWARE WAS ORDERED DIRECTLY FROM LICENSOR), FOR A FULL REFUND.

Should You have any questions regarding this Agreement, or wish to contact Licensor, You may write to: Symantec Corporation, Attention: Legal Department, 350 Ellis Street, Mountain View, CA 94043.

1. LICENSE GRANT.

Subject to Your compliance with the terms and conditions of this Agreement and Your payment of the applicable license fees, Licensor grants You a non-exclusive, non-transferable license to use a single copy of the executable code version of the computer software including any Licensor modifications, corrections or updates supplied to You now or under a Maintenance/Support program

("Licensed Software") and all associated user manuals, release notes, installation notes, and other materials delivered with the Licensed Software in hard copy or electronic formats ("Documentation"). You may use the Licensed Software and Documentation solely in support of Your internal business operations for the number and Tier of Processors, and the applicable operating system as indicated in the sku description or other license or usage limitations ("Use Levels") as indicated in this Agreement and/or the applicable Licensor license certificate, license coupon, sku description, or license key (each a "License Module") that accompanies, precedes, or following this Agreement, for the country in which the Licensed Software was furnished to You ("Territory") and as may be further defined in the user documentation accompanying the Licensed Software. The Licensed Software may contain third party software programs as further specified in the Documentation for the Licensed Software. Any such third party software is provided under and subject to the terms and conditions of the license agreement applicable to such software, as indicated in the Documentation for the Licensed Software.

You may make a single copy of the Licensed Software and Documentation for archival purposes, provided You reproduce all copyright and other proprietary notices contained in the original copy of the Licensed Software and Documentation. The Licensed Software and Documentation is licensed, not sold, to You for use pursuant to the terms of this Agreement. You own the media on which the Licensed Software and/or Documentation is recorded, but Licensor and/or its suppliers retain all right, title and interest in the Licensed Software and Documentation itself, to all patents, copyrights, trade secrets, trademarks and all other intellectual property rights embodied in the Licensed Software and Documentation and in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software or Documentation. Your rights to use the Licensed Software and Documentation shall be limited to those expressly granted in this Section 1. All rights not expressly granted to You are retained by Licensor and/ or its suppliers.

2. RESTRICTED USE.

You agree not to cause or permit the use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software or Documentation, except as expressly provided in this Agreement. You may not: (i) create any derivative works based on the

Licensed Software or Documentation; (ii) reverse engineer, disassemble, or decompile the Licensed Software (except that You may decompile for the purposes of interoperability only to the extent permitted by and subject to strict compliance with applicable law); (iii) use the Licensed Software or Documentation in connection with a service bureau or like activity whereby You, without purchasing a license from Licensor, operate or use the Licensed Software or Documentation for the benefit of a third party who has not purchased a copy of the Licensed Software; or (iv) permit the use of the Licensed Software or Documentation by any third party without the prior written consent of Licensor. In addition, You shall not release the results of any benchmark testing of the Licensed Software to any third party without the prior written consent of Licensor.

3. SERVICES.

You may acquire under a separate agreement, education, installation, implementation, configuration, professional or consulting services ("Services") from Licensor pursuant to the then applicable Licensor Services policies and the in-country list prices in effect at the time the Services are ordered.

4. MAINTENANCE/SUPPORT.

You may acquire maintenance/technical support services ("Maintenance/Support") for the Licensed Software provided that You subscribe to Licensor's Maintenance/Support programs or to an authorized Licensor partner support program. Maintenance/Support shall be based on the in-country list price and then applicable Maintenance/Support policy in effect at the time such Maintenance/Support is ordered. Maintenance/Support fees are due annually in advance and are nonrefundable and non-cancelable.

5. LIMITED WARRANTIES; DISCLAIMER.

5.1. Licensed Software Performance Warranty; Media Warranty.

Licensor warrants that the Licensed Software, as delivered by Licensor and when used in accordance with the Documentation, shall substantially conform with the Documentation for a period of ninety (90) days from delivery and that the media upon which the Licensed Software is furnished to You shall be free from defects in material and workmanship under normal use for a period of ninety (90) days from

delivery.

5.2. Licensed Software Warranty Remedies.

For any Licensed Software that does not operate as warranted in Section 5.1, Licensor shall, at its sole discretion, either repair the Licensed Software, replace the Licensed Software with software of substantially the same functionality, or terminate the license and refund the relevant license fees paid for such noncompliant Licensed Software only when You return the Licensed Software to Licensor or its authorized reseller, from whom You obtained the Licensed Software, with the purchase receipt within the warranty period. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication.

5.3. Maintenance/Support Warranty.

Licensor warrants, for a period of thirty (30) days from the date of performance of the Maintenance/Support covered by this warranty that the Maintenance/Support shall be performed in a manner consistent with generally accepted industry standards.

5.4. Maintenance/Support Remedies.

For Maintenance/Support not performed as warranted in Section 5.3, and provided Licensor has received written notice of such non-conformance within thirty (30) days of performance of the Maintenance/Support, Licensor shall, at its discretion, either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the specific nonconforming Maintenance/Support service.

5.5. DISCLAIMERS.

THE WARRANTIES SET FORTH IN SECTIONS 5.1 AND 5.3 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF STATUTORY NONINFRINGEMENT. NO THIRD PARTY, INCLUDING AGENTS, DISTRIBUTORS, OR AUTHORIZED LICENSOR RESELLERS IS AUTHORIZED TO MODIFY ANY OF THE ABOVE WARRANTIES OR MAKE ANY ADDITIONAL WARRANTIES ON BEHALF OF LICENSOR. LICENSOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE SHALL

MEET YOUR REQUIREMENTS OR THAT USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY OF THE LICENSED SOFTWARE OR TO THE MINIMUM PRESCRIBED BY LAW. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY DEPENDING ON THE TERRITORY IN WHICH THE LICENSED SOFTWARE WAS FURNISHED TO YOU. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT ANY LIABILITY OF LICENSOR WHICH CANNOT BE EXCLUDED OR LIMITED BY ANY LAW OR REGULATION APPLICABLE TO THIS AGREEMENT. FOR WARRANTY ASSISTANCE CONTACT LICENSOR OR THE LICENSOR RESELLER FROM WHOM YOU OBTAINED THE LICENSED SOFTWARE.

6. EVALUATION LICENSE.

Notwithstanding any provision of this Agreement to the contrary, the following terms and conditions shall apply to any Licensed Software acquired by You for purposes of evaluation. Any evaluation license for the Licensed Software shall terminate sixty (60) days from the date of Your initial installation of the Licensed Software. The Licensed Software may be used solely for internal non-commercial evaluation. You may not use an evaluation copy of the Licensed Software for any purpose, including production use, other than evaluation. The Licensed Software may not be transferred, is licensed to You without fee, and is provided "AS IS" without warranty of any kind.

7. TERMINATION.

This Agreement is effective until terminated. This Agreement, including without limitation Your right to use and copy the Licensed Software as specified in Section 1, terminates immediately and without notice from Licensor if You fail to comply with any of its provisions. Upon termination You shall immediately discontinue use of and destroy the Licensed Software and all copies or portions thereof, including any master copy, and within ten (10) days certify in writing to Licensor that all copies have been destroyed. Your payment obligations incurred prior to termination shall survive termination of this Agreement.

8. LIMITATION OF LIABILITY.

IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY PERSON FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES, LOSS OF PROFITS, LOSS OF, OR CORRUPTION OF DATA, LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME, OR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS EVEN IF LICENSOR, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, REGARDLESS OF THE LEGAL BASIS FOR YOUR CLAIM, LICENSOR'S AND ITS SUPPLIERS' TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT OF FEES PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. U.S. GOVERNMENT RIGHTS.

The Licensed Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" as defined in FAR Section 12.212 and DFARS Section 227.7202, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software and Documentation by the U.S. Government shall be solely in accordance with the terms of this Agreement.

10. COMPLIANCE WITH LAW.

Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement. Without limiting the foregoing, You acknowledge that the Licensed Software, including documentation and other technical data, is subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder and other applicable foreign export control laws. You shall not export or re-export (directly or indirectly) the Licensed Software,

Documentation or related technical data except in compliance with the Act and its implementing regulations or other applicable foreign export control laws.

11. GENERAL.

You agree to make reasonable efforts to pay all fees under this Agreement net thirty (30) days from date of invoice. If applicable, You agree to pay any tax assessed on the Licensed Software, other than taxes based on Licensor's net income or corporate franchise tax. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. Any suits concerning this Agreement shall be brought in a court of competent jurisdiction in the Commonwealth of Pennsylvania. This Agreement is personal and may not be assigned or assumed (including by operation of law) without Licensor's prior written consent. A change of control shall constitute an assignment. During the period this Agreement remains in effect, and for three years thereafter, Licensor has the right to verify Your compliance with this Agreement on Your premises during Your normal business hours and in a manner that minimizes disruption to Your business. Licensor may use an independent auditor for this purpose with Your prior approval which You will not unreasonably withhold. By virtue of this Agreement, You may be exposed to certain information concerning Licensor's software products and other information not generally known to the public (including the Licensed Software and the Documentation), all of which are the confidential and proprietary information of Licensor ("Confidential Information"). You may use Confidential Information solely as necessary in order to facilitate Your use of the Licensed Software under this Agreement. You agree that during and after the term of this Agreement You will not disclose any Confidential Information without Licensor's prior written consent to any third party and will take all necessary precautions, using in any event not less than a reasonable degree of care, to protect and keep confidential the Confidential Information. If any provision of this Agreement is held to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other subsequent breach or default. Unless You have entered into a separate, written and signed agreement with Licensor for the

supply of the Licensed Software, this Agreement is the complete and exclusive statement of the agreement between us which supersedes any proposal, prior agreement, oral or written, purchase order or similar terms issued by You, or any other communications between us in relation to the subject matter of this Agreement. Any modifications to this Agreement shall be made in writing and must be duly signed by authorized representatives of both parties or they shall be void and of no effect.

12. ADDITIONAL USES AND RESTRICTIONS.

12.1. General Description.

The Licensed Software may include following components: Console Server, Worker Server(s) and/or Point of Presence Master components (each, being a "Component"). The Licensed Software is intended for use with and in support of Managed Processors. Each Component of the Licensed Software ordered by You may be installed on any number of computers or server and may be used in support of the maximum number of Managed Processors as may be specified in the License Module related to this Agreement. In general, You shall have no right to use the Licensed Software in support of Managed Processors in excess of the authorized maximum number of Processors as may be specified in the License Module other than as specified in this Agreement.

12.2. Definitions.

A. "Processor" also referred to as a "CPU", is defined as the logic circuitry that responds to and processes the instructions that run a computer and/or that access or runs the software. Each processor may be comprised of multiple processing cores which may each independently act as individual processors. A Processor with "n" cores will be counted as one (1) processor. A "Managed Processor" is defined as a Processor that is managed, monitored and/or protected by the software but that may not actually be running the software itself.

B. "Tier" is a Symantec defined classification of a server or processor. The server or processor tier defines the type of hardware on which the software may be deployed.

Exhibit C

Approved Products List

The following software titles and related services and maintenance may be procured through this Participating Addendum.

Symantec Software

ALTIRIS

ANTIVIRUS CLEARSWIFT 4.3

ANTIVIRUS CORP ED WORKSTATIONS & SERVERS 10.2

ANTIVIRUS FOR CACHING 5.2

ANTIVIRUS FOR MACINTOSH 10.0

ANTIVIRUS FOR NETWORK ATTACHED STORAGE 5.2

ANTIVIRUS GATEWAY SOLUTION 4.0

ANTIVIRUS HANDHELDS CORPORATE EDITION 3.0

ANTIVIRUS HANDHELDS DEVICE 3.3

ANTIVIRUS ISA 4.3

ANTIVIRUS MESSAGING 5.2

ANTIVIRUS SCAN ENGINE 5.2

BACKUP EXEC FOR WINDOWS 12.5

BACKUP EXEC SYSTEM RECOVERY 8.5

BACKUP REPORTER 6.5

BINDVIEW-CONTROL 9.0

BRIGHTMAIL GATEWAY 7.7

BRIGHTMAIL MESSAGE FILTER 6.1

CLIENT SECURITY NOKIA 3.0

CLUSTER SERVER 3.5 HP-UX

CLUSTER SERVER 4.1 LINUX

CLUSTER SERVER 4.2 WINDOWS

CLUSTER SERVER 5.0 AIX

CLUSTER SERVER 5.0 HP-UX 11i v2

CLUSTER SERVER 5.0 HP-UX 11i v3

CLUSTER SERVER 5.0 LINUX

CLUSTER SERVER 5.0 LINUX ON IBMP

CLUSTER SERVER 5.0 SOLARIS

CLUSTER SERVER 5.1 WINDOWS

CLUSTER SERVER 5.1 VMWARE

CLUSTER SERVER HA/DR 5.0 AIX

CLUSTER SERVER HA/DR 5.0 HP-UX 11i v2

CLUSTER SERVER HA/DR 5.0 HP-UX 11i v3

CLUSTER SERVER HA/DR 5.0 LINUX

CLUSTER SERVER HA/DR 5.0 SOLARIS

CLUSTER SERVER HA/DR 5.1 WINDOWS

CLUSTER SERVER HA/DR 5.1 VMWARE

CLUSTER SERVER ONE START 2.0

CLUSTER SERVER ONE HA 2.0

COMMANDCENTRAL AVAILABILITY 4.1

COMMANDCENTRAL 5.1

COMMANDCENTRAL ENTERPRISE REPORTER 5.0

COMMANDCENTRAL STORAGE 5.1

CONFIGURATION MANAGER 6.1
CONFIGURATION MANAGER 6.0
CONTROL COMPLIANCE SUITE 9.0
CONTROL COMPLIANCE SUITE 8.6
CRITICAL SYSTEM PROTECTION 5.2
DATABASE EDITION 3.5 HP-UX
DATABASE EDITION HA 3.5 HP-UX
DATABASE SECURITY 3100 3.1
DATABASE SECURITY 3.0
DEEPSIGHT DATAFEED 3.0
DEEPSIGHT ALERT 7.0
DEEPSIGHT THREAT MANAGEMENT 7.0
DISCOVERY 6.5
ENDPOINT ENCRYPTION 7.0
ENDPOINT ENCRYPTION 6.0
ENDPOINT PROTECTION 11.0
ENTERPRISE FIREWALL 8.0
ENTERPRISE VAULT 8.0
FOUNDATION SUITE 3.5 HP-UX
FOUNDATION SUITE HA 3.5 HP-UX
GHOST SOLUTION SUITE 2.5
HOSTED MAIL SECURITY 2.0
IM MANAGER 8.4
INCIDENT MANAGER 3.0
INFORMATION FOUNDATION 7.5 WIN
LIVESTATE CLIENT MANAGEMENT SUITE 6.0
LIVESTATE DELIVERY 6.0
MAIL SECURITY 8160 SERIES ANTISPAM 4.0
MAIL SECURITY DOMINO 3.2
MAIL SECURITY ENTERPRISE EDITION 1.0
MAIL SECURITY FOR DOMINO 7.5
MAIL SECURITY FOR MS EXCHANGE 6.0
MAIL SECURITY FOR SMTP ANTIVIRUS 5.0
MAIL SECURITY FOR SMTP PREMIUM ANTISPAM + ANTIVIRUS 5.0
MAIL SECURITY FOR SMTP PREMIUM ANTISPAM 5.0
MOBILE ANTIVIRUS 5.1
MOBILE SECURITY SUITE FOR WINDOWS 5.1
MOBILE SECURITY SYMBIAN 4.3
MULTI-TIER PROTECTION 11.0
MULTI-TIER PROTECTION 11.0.2
MULTI-TIER PROTECTION SMALL BUSINESS EDITION 11.0.2
NETBACKUP 6.0 WINDOWS
NETBACKUP 6.1 CROSS PLATFORM
NETBACKUP 6.1 UNIX
NETBACKUP 6.5 CROSS PLATFORM
NETBACKUP 6.5 LINUX
NETBACKUP 6.5 NETWARE
NETBACKUP 6.5 SOLARIS x64
NETBACKUP 6.5 UNIX
NETBACKUP 6.5 WINDOWS
NETBACKUP PUREDISK 6.5
NETWORK ACCESS CONTROL 5.1

NETWORK ACCESS CONTROL (SNAC) 11.0
NETWORK ACCESS CONTROL FOR LUCENT QIP 11.0
NORTON PERSONAL FIREWALL MAC 3.0
ON-DEMAND PROTECTION 3.0
PCANYWHERE ACCESS SERVER 1.0
PCANYWHERE HOST 12.5
PCANYWHERE HOST & REMOTE 12.5
PRE ANTISPAM ADDON 1.0
PROCOMM PLUS 4.8
PROTECTION FOR SHAREPOINT SERVERS 5.1
REPLICATION EXEC 3.1
SANPOINT FOUNDATION SUITE 3.5 HP-UX
SANPOINT FOUNDATION SUITE 3.5 HP-UX
SECURITY INFORMATION MANAGER 9500
SECURITY INFORMATION MANAGER 4.6
STORAGE EXEC 5.5
STORAGE EXEC FOR SBS 5.5
STORAGE FOUNDATION 4.1 LINUX
STORAGE FOUNDATION SCALABLE FILE SERVER 5.0
STORAGE FOUNDATION 5.0 AIX
STORAGE FOUNDATION 5.0 HP-UX 11i v2
STORAGE FOUNDATION 5.0 HP-UX 11i v3
STORAGE FOUNDATION 5.0 LINUX
STORAGE FOUNDATION 5.0 LINUX ON IBMP
STORAGE FOUNDATION 5.0 SOLARIS
STORAGE FOUNDATION 5.1 WINDOWS
STORAGE FOUNDATION BASIC 4.1
STORAGE FOUNDATION BASIC 5.0
STORAGE FOUNDATION BASIC 5.1
STORAGE FOUNDATION HA 4.1 LINUX
STORAGE FOUNDATION HA 5.0 AIX
STORAGE FOUNDATION HA 5.0 HP-UX 11i v2
STORAGE FOUNDATION HA 5.0 HP-UX 11i v3
STORAGE FOUNDATION HA 5.0 LINUX
STORAGE FOUNDATION HA 5.0 LINUX ON IBMP
STORAGE FOUNDATION HA 5.0 SOLARIS
STORAGE FOUNDATION HA 5.1 WINDOWS
STORAGE FOUNDATION HA/DR 5.0 AIX
STORAGE FOUNDATION HA/DR 5.0 HP-UX 11i v2
STORAGE FOUNDATION HA/DR 5.0 HP-UX 11i v3
STORAGE FOUNDATION HA/DR 5.0 LINUX
STORAGE FOUNDATION HA/DR 5.0 SOLARIS
STORAGE FOUNDATION HA/DR 5.1 WINDOWS
VIRTUAL INFRASTRUCTURE 1.0
VONTU
VOLUME MANAGER 3.5 HPUX
VOLUME MANAGER 5.0 HP-UX 11i v2
VOLUME MANAGER 5.0 HP-UX 11i v3
VOLUME REPLICATOR 3.5 HP-UX
VOLUME REPLICATOR ENTERPRISE 4.1 LINUX
VOLUME REPLICATOR ENTERPRISE 5.0 AIX
VOLUME REPLICATOR ENTERPRISE 5.0 HP-UX 11i v2

VOLUME REPLICATOR ENTERPRISE 5.0 HP-UX 11i v3
VOLUME REPLICATOR ENTERPRISE 5.0 LINUX
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VOLUME REPLICATOR OPTION 5.0 HP-UX 11i v2
VOLUME REPLICATOR OPTION 5.0 HP-UX 11i v3
VOLUME REPLICATOR OPTION 5.0 LINUX
VOLUME REPLICATOR OPTION 5.0 SOLARIS
WHOLE SECURITY CONFIDENCE ONLINE FOR WEB APPLICATIONS 5.0
WISE

April 22, 2009

Thomas Teproovich
Commodity Specialist
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Floor, Forum Place
Harrisburg, PA 17101-1914

RE: Signature Authority – Ryan Fagan

Mr. Teproovich:

This letter is intended to clarify that Ryan Fagan, Account Manager for Carahsoft Technology Corporation, has full signature authority to enter Carahsoft into any contractually binding agreements. Should you require any additional clarification or more specific information, please do not hesitate to contact me at the phone number provided below.

Best Regards,



Craig P. Abod
President
Carahsoft Technology Corporation
cps@carahsoft.com
(703) 871-8501



AUTHORIZED FEDERAL SUPPLY SERVICE
 INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
 EQUIPMENT, SOFTWARE AND SERVICES

- Special Item No. 132-3 Leasing of Product
- Special Item No. 132-8 Purchase of Equipment
- Special Item No. 132-12 Maintenance
- Special Item No. 132-33 Perpetual Software Licenses
- Special Item No. 132-34 Maintenance of Software
- Special Item No. 132-50 Training Courses
- Special Item No. 132-51 Information Technology Professional Services
- Special Item No. 132-53 Wireless Services

SIN 132-3 LEASING OF PRODUCT

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION
 Servers

Installation (FPDS Code N070) for Equipment Offered

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

SIN 132-12 - MAINTENANCE OF EQUIPMENT (FPDS Code J070 - Maintenance Service)

Maintenance

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
 Application Software
 Utility Software

Microcomputers
 Application Software
 Utility Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301 IT Facility Operation and Maintenance

FPDS Code D302 IT Systems Development Services

FPDS Code D306 IT Systems Analysis Services

FPDS Code D307 Automated Information Systems Design and Integration Services

FPDS Code D308 Programming Services

FPDS Code D310 IT Backup and Security Services

FPDS Code D311 IT Data Conversion Services

FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services

FPDS Code D316 IT Network Management Services

FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

Paging Services

Cellular/PCS Voice Services

AUTHENTICATION PRODUCTS AND SERVICES – Authentication products and services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of E-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance. Refer to clause C.65 Authentication Products and Services for requirements that must be met prior to award.

Carahsoft Technology, Corp.
12369 Sunrise Valley Drive, Suite D-2, Reston, VA 20191
(703) 871-8500 (main)
(703) 871-8505 (fax)

www.carahsoft.com

Contract Number: GS-35F-0131R
 Period Covered by Contract: November 19, 2004 through November 19, 2009

General Services Administration
 Federal Supply Service

Pricelist current through Modification # PO-0320, dated October 29, 2008.

Approved IT Manufacturers:

Adapx	CollabNet	Kortex	Real Eyes Media
Adobe	CompSec	Language Weaver	Salesforce.com
Advanced Encryption Technology	Decisive Analytics	Layer7	SAP Public Svcs *
AgentLogic	Dorado	Metacarta	Servoy
Aladdin	Endeca Technologies	MetaPass	SpringSource
Alfresco Software	Filemaker	Mirius	Streambase
Altiris	Fortified Data	mValent	Symantec
Anonymizer	Fortisphere	MySQL	TerraGo
Appistry	FortiusOne	Narus	Thetus
Avamar	Groundwork	NGrain	TrustDigital
BlackDuck	HP	Novodynamics	Trusted Computer Solutions
BlueLane	Idelix	Opware/HP	Verdiem
Brocade	Immersion	Passlogix	Vidar
CADapult	Imperva	Pentaho	Virtugo
CallMiner	Initiate	PillarData Systems	Vizioncore
Centrifuge	Insight	piXlogic	VMWare
Cizer	Insightix	Q1 Labs	WebAssist.com
Clearwell Systems	Inxight	Quantum	Workbrain
Cloakware	ISC	Quantum4D	Xsigo
	Kapow Technologies	Radiance	

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>. The current End User License Agreements for the above approved manufacturers can be seen via the Internet at www.carahsoft.com/contracts/eula.

Up-To-Date Contract information can be located at <http://www.carahsoft.com/GS-35F-0131R.htm>

* -SAP Public Services Inc Software requires specialized configuration to determine the applicable contract pricing. Please contact Carahsoft directly and we will process your pricing and configuration needs.

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
 The Geographic Scope of Contract will be overseas delivery only.
 The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:
See Attached Pricelist

2. Contractor's Ordering Address and Payment Information:

Carahsoft Technology, Corp.
12369 Sunrise Valley Drive, Ste. D2
Reston, VA 20191

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(703) 871-8500 or 1-866-662-2724 (toll free)

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 08-836-5767

Block 30: Type of Contractor - B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 52-2189693

4a. CAGE Code: 1P3C5

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-8</u>	<u>30</u> Days
<u>132-33</u>	<u>30</u> Days

Expedited/2 Day delivery is available for an extra fee

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity – None.
 - c. Dollar Volume – None.
 - d. Government Educational Institutions – None.
 - e. Other – None.

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

Not available within the scope of this contract.

10. Small Requirements: The minimum dollar value of orders to be issued is \$ 100.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment
 Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
 Special Item Number 132-33 - Perpetual Software Licenses
 Special Item Number 132-34 – Maintenance of Software

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS.
 In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value.

Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity’s needs. In selecting the supply or service representing the best value, the ordering activity may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors’

- (1) catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the

micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

The geographic scope of this contract is CONUS, Alaska, Hawaii and Puerto Rico.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.carahsoft.com/508

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

–

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an

endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**TERMS AND CONDITIONS APPLICABLE TO
LEASING OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY PRODUCTS
(SPECIAL ITEM NUMBER 132-3)**

LEASE TYPES

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

OPTION 1:

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - (1) The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercise its right to terminate under FAR 52.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - (2) All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order, shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

b. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in FAR 52.212-4. (l) Termination for the ordering activity’s convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

OPTION 2

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity’s stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity’s financial obligation including any potential charges for early end of the lease.

1. LEASING PRICE LIST NOTICE:

Contractors must include the following notice in their contract price list for SIN 132-3:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. STATEMENT OF ORDERING ACTIVITY INTENT:

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM:

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

4. LEASE TERMINATION:

(a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) **Termination for Convenience of the Ordering Activity:** Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity’s contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

**LEASE PROVISIONS COMMON TO
ALL TYPES OF LEASE AGREEMENTS**

1. ORDERING PROCEDURES:

(a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:

- (i) Which product(s) is (are) required.
- (ii) The required delivery date.
- (iii) The proposed lease plan and term of the lease.
- (iv) Where the product will be located.
- (v) Description of the intended use of the product.
- (vi) Source and type of appropriations to be used.

(b) The Contractor will respond with:

- (i) Whether the Contractor can provide the required product.
- (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
- (iii) The monthly payment based on the rate.
- (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
- (v) A confirmation of the availability of the product on the required delivery date.
- (vi) Extent of warranty coverage, if any, of the leased products.
- (vii) The length of time the quote is valid.

(c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

2. ASSIGNMENT OF CLAIMS:

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

3. PEACEFUL POSSESSION AND UNRESTRICTED USE:

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

4. COMMENCEMENT OF LEASE:

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

5. INSTALLATION AND MAINTENANCE:

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: 4% percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

- (i) to purchase the product for the residual value of the product, or
- (ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.

c. Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

- (iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
- (iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - (3) has no ability to use the returned software.

8. UPGRADES AND ADDITIONS:

- a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 - (1) can be removed without causing material damage to the product;
 - (2) do not reduce the value of the product; and
 - (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 - (1) were not leased from the Contractor, and
 - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.

9. RISK OF LOSS OR DAMAGE:

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

10. TITLE:

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

11. TAXES:

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.
- (c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.
- (d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

See Attached Price Schedule

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Items ordered by the contracting activity are deemed accepted at the date of delivery. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered, or should have been discovered, but no later than 30 days from the date of delivery; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Carahsoft Technology Corporation
1890 Preston White Drive, Suite 201
Reston, VA 20191

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE FOR
GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

a. The maintenance rates listed herein are applicable to any ordering activity location within a 25 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When maintenance services cannot be performed at the ordering activity installation site, the maintenance services will be performed at the Contractor's plant(s) listed below:

Carahsoft Technology Corporation
1890 Preston White Drive, Suite 201
Reston, VA 20191

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

Repair service and repair parts/spare parts are not available under the scope of this contract.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare is not available under the scope of this contract.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor will assist the customer in obtaining out-of-warranty/maintenance service from the Manufacturer or from a Manufacturer authorized service center, if the customer so desires.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be in accordance with Federal Travel Regulations.

e. QUANTITY DISCOUNTS

No quantity discounts are offered.

9. REPAIR SERVICE RATE PROVISIONS – NOT COVERED BY A MAINTENANCE CONTRACT OR WARRANTY

Repair service is not covered under the scope of this contract.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

Repair parts/spare parts are not covered under the scope of this contract.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

Repair service and repair parts/spare parts are not covered under the scope of this contract.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Repair service and repair parts/spare parts are not covered under the scope of this contract.

**TERMS AND CONDITIONS APPLICABLE TO
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND
MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Items ordered by the contracting activity are deemed accepted at the date of delivery. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered, or should have been discovered, but no later than 30 days from the date of delivery; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 888-662-2724 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 AM Eastern Time to 5 PM Eastern Time.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
Telephone support & update support at the rates indicated on the attached price lists.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not available under the scope of this contract.

7. TERM LICENSE CESSATION

Not available under the scope of this contract.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity and as per the manufacturer's standard license practice. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with

a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

9. SOFTWARE CONVERSIONS (132-32 AND 132-33)

Software conversions are not available under the scope of this contract.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

All equipment compatibility or supported hardware functions applicable to the Contractor's products are set forth in the Contractor's or Manufacturer's published literature or manuals supplied with the Products. For all additional information concerning supported hardware or compatibility requirements the Government is advised to contact the Contractor.

11. RIGHT-TO-COPY PRICING

Right to copy is limited solely for the purpose of system backup.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of 30 days from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

9. "NO CHARGE" TRAINING

Not offered.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation - May 2003) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT/EC Service offered under Special Item Numbers 132-51. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT/EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Project Manager

Minimum/General Experience: Has approximately 2 years experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Business Analyst

Minimum/General Experience: Has approximately 5 years of experience related to the delivery of information technology (IT) management assistance services and the ability to perform work across a broad spectrum of management activities. Expertise includes: 1) determination of IT requirements for budgeting, funding, manpower, facilities, equipment, supplies and services; 2) information systems design, procurement, production, distribution, maintenance, transportation, and utilization of material; 3) understanding of common and distinct business elements and how they can be enhanced by integrated information engineering and systems support techniques; and 4) application of specialized knowledge and understanding of financial and logistics support requirements as well as attainment of mission or program goals. The position also includes the ability to conduct IT business case analysis; complete risk management studies; perform feasibility and technical trade-off studies, and conduct best practices reviews.

Functional Responsibility: Responsible for providing IT expertise in a functional, technical and/or industry specific area. Responsible for issue analysis in the consulting field and the IT business system application of technology. Applies expertise in assessing scope of issues as well as development and execution of strategic client programs. Serves as functional or industry specialist within the areas of strategic planning, financial process analysis, activity based costing, benchmarking, and organizational and operational management issues.

Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Senior Project Manager

Minimum/General Experience: Has approximately 7 years experience within information system project oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

**TERMS AND CONDITIONS APPLICABLE TO
WIRELESS SERVICES
(SPECIAL ITEM NUMBER 132-53)**

1. ACCEPTANCE TESTING

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

PLEASE SEE THE PRICELIST

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below:

PLEASE SEE THE PRICELIST

The warranty shall commence upon the later of the following:

- a. Activation of the user’s service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

PLEASE SEE THE PRICELIST

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

PLEASE SEE THE PRICELIST

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

PLEASE SEE THE PRICELIST

(c) Describe corporate volume discounts and eligibility requirements.

PLEASE SEE THE PRICELIST

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Craig P. Abod, 703-871-8500, cpa@carahsoft.com, 703-935-8500.**

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Carahsoft Technology Corp. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

Attachment 1 – List of Authorized Carahsoft Resellers

The following resellers are authorized to sell, process orders, invoice and act as an agent on behalf of Carahsoft under this GSA Schedule contract. The order and/or payment must be in the name of the Carahsoft, in care of the Authorized Reseller.

1. Insight Public Sector
4510 Daly Drive, Suite 300
Chantilly, VA 20151
Phone: 800-788-4688
Fax: 703-227-2901
FTIN: 36-3949000
DUNS: 159776806
CAGE: 06ZC1

2. CompSec
1355 Beverly Rd. Suite 302
McLean, VA 22101
Phone: 703-917-0382
Fax: 703-917-0809
FTIN: 54-182-6962
DUNS: 968594101
CAGE: 09EX6

SRM/SAP Contract Number: 4400004253
Change Number: 1
Change Effective Date: 10/26/2009

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: 4400004253 Carahsoft – GSA PA (Symantec Software)
Contract Period: Beginning 5/1/2009 and Ending 5/18/2010

Commodity Specialist Name: XT3 – Thomas Teprovič (717) 783-0257

CHANGE SUMMARY: Contract Extension

Carahsoft has extended GSA contract GS-35F-0131R, therefore COPA has extended its Participating Addendum to reflect this extension.

Please see attached documents for more detail.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 | 1

2. AMENDMENT/MODIFICATION NO. PS-0475
 3. EFFECTIVE DATE 11-20-2009
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (IF APPLICABLE) 070

6. Issued By Code _____
 IT ACQUISITION CENTER
 2200 CRYSTAL DR., CP 4
 ARLINGTON, VA 22202
 7. ADMINISTERED BY (If other than Item 6) Code _____
 GSA/FAS CONT MGMT DIV (2FQC-1)
 10 CAUSEWAY ST
 BOSTON MA 02222 617-565-7600

8. Name and Address of Contractor (No., street, county, State and ZIP Code)
 CARAHSOFT TECHNOLOGY CORPORATION
 12369 SUNRISE VALLEY DR, STE. D2
 RESTON, VA 201915430
 CODE _____ FACILITY CODE _____
 (x) 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0131R
 10B. DATED (SEE ITEM 13) Nov 19, 2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended.
 Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The above number contract is modified as follows:

The purpose of this modification is to temporarily extend the contract period from November 20, 2009 to May 18, 2010.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		John Terrell	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	