



## GENERSERVICESADMINISTRATION

## FEDERAL SUPPLY SERVICE

## AUTHORIZED FEDERAL SUPPLYSCHEDULE CATALOG/PRICE LIST

**Schedule Title:**

Federal Supply Schedule 70 - General Purpose Commercial Information Technology Equipment, Software and Service

**Special Item Number:**

132-3 – Leasing of General Purpose Commercial Information Technology Products

132-8 – Purchase of General Purpose Commercial Information Technology New Equipment

132-12 - Maintenance, Repair Service and Parts for General Purpose Commercial Information Technology Equipment

**Contract Number:**

47QTCA18D001E

**Contract Period:**

October 26, 2017 through October 25, 2022

**DUNS:** 07-956-8209

**Contractor:**

LiftForward, Inc.

180 Maiden Lane, 10<sup>th</sup> Floor

New York, NY 10038

Phone: (888) 514-6539

Fax: (917) 591-5375

<https://www.liftforward.com/>

**Business Size:** Other than Small Business

**Minority Certifications:** Yes, Black Owned

For more information on ordering from Federal Supply Schedules, see: <http://www.gsa.gov/portal/content/197989>

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system.

The INTERNET address for GSA Advantage!® is <http://www.gsaadvantage.gov>





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**CUSTOMER INFORMATION****1. Business Type:**

Business Type (Code)	Descriptions
27	Small Disadvantaged Business
2X	For Profit Organization
OY	Black American Owned
23	Minority Owned Business

**2. Maximum Order:** \$500,000**3. Minimum Order:** \$100**4. Geographic Coverage**

SIN	Scope
132-3	V - 48 States, Washington DC
132-8	W - Worldwide
132-12	W - Worldwide

**5. Points of Production (City, County and State; or Foreign Country)**180 Maiden Lane, 10<sup>th</sup> Floor, New York City, New York County, New York 10038;**6. Discount from list prices or statement of net price:** None**7. Quantity discounts:** None**8. Prompt payment terms:** 0% in Net 30 Days**9. Notification whether Government purchase cards are accepted:** Yes**10. Foreign items (list items by country of origin):** Not Applicable**11. Time of delivery:** Delivery be within 30 days after receipt of order (ARO)**12. Expedited Delivery:** Negotiated Per Agency Request and Availability**13. F.O.B. point(s):** Destination**14. Ordering Information:**

- Email: [paul@liftforward.com](mailto:paul@liftforward.com)
- EDI: [mike@liftforward.com](mailto:mike@liftforward.com) to setup and initiate Computer-to-Computer Electronic Data Interchange (EDI)

15. **Ordering Procedures:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation (FAR) 8.405-3 when establishing Blanket Purchase Agreements (BPAs).
16. **Payment Contact:** [barbara@liftforward.com](mailto:barbara@liftforward.com)
17. **Warranty Terms:** Standard Commercial and, as applicable, subject to the terms associated with purchases through SIN 132-12.
18. **Export packing charges:** Not Applicable
19. **Terms and conditions of Government purchase card acceptance:** Not Applicable
20. **Terms and conditions of rental, maintenance, and repair:** If applicable, see Terms & Conditions for SIN 132-12 below
21. **Terms and conditions of installation:** Not Applicable
22. **Terms and conditions for any other services:** Not Applicable
23. **List of service and distribution points:** Not Applicable
24. **List of participating dealers:** Not Applicable
25. **Preventive maintenance:** Not Applicable
26. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.)**  
LiftForward is committed to Section 508 accessibility. We work to make our user experience intuitive and seamless for all users regardless of location or disability.
27. **Data Universal Number System (DUNS) number:** 07-956-8209
28. **Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants) :** Not Applicable
29. **Notification Regarding Registration in System for Award Management (SAM) Database:** Contractor has an Active Registration in the SAM database. Registered with Cage Code 7HGZ0
30. **PLEASE SEE APPENDIX B FOR LIFTFORWARD FULL GSAPRICE LIST**



## About LiftForward Summary For GSA Schedule 70

### Products & Services

- Hardware-as-a-Service
- Hardware / Software Supplier
- Subscription & Payment Portals
- \$200 million credit facility

Financials: 3 Years, Audited

Employees: 30

Founded: 2013

### Certifications

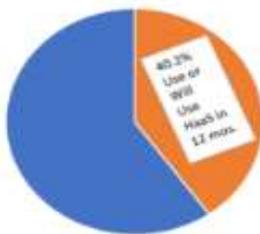
- MBE-Certified - New York State
- MBE-Certified - New York City
- MBE-Certified - NMSDC
- Federal GSA Schedule 70

### Omni-Channel Operations



### HaaS In Demand & Growing

IDC 2016 Survey



### NAICS Codes

423430	Computer Wholesale
511210	Software Publisher
522220	Sales Financing
522320	Electronic Payments
532420	Office Equip. Lease
541512	HW / SW Consulting
811212	Computer Maintenance

### Company Overview

- Certified MBE that provides technology and financing to power Hardware-as-a-Service, Hardware & Software sales and Subscription programs.
- \$200 million credit facility available for purchases, transactions and the financial, operational and security benefits of Hardware-as-a-Service.
- Exclusive provider of Microsoft Surface Plus for Business and HTC VIVE Membership Hardware-as-a-Service Programs.

### Why LiftForward?

- The leading Hardware-as-a-Service provider in the United States
- Success delivering a bundle of equipment, software, warranties, services and accessories under a single monthly rate.
- Capital and technical ability to support major projects and opportunities
- Ability to scale up & down based on workforce or workload changes.
- Relentless dedication to white-glove, hassle-free customer experience across web, mobile and offline channels.
- Technology products to meet customer demands and MBE certifications to meet supplier diversity requirements

### Integrated, Flexible Technology & Operations

Unique platform to transform physical products into managed services



### Clients, Partners & Investors

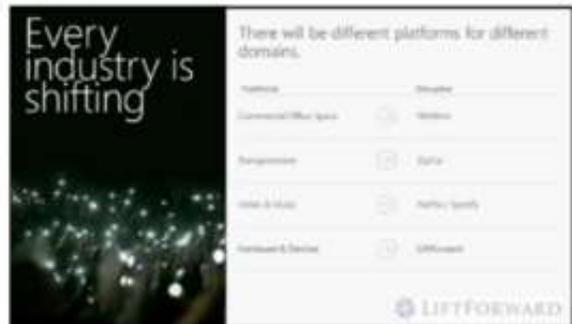
SELECTED CLIENTS / PARTNERS	INVESTORS
  	 
  	 
	 

### Management Team

 <p><b>CEO, Jeffrey Rogers</b> Behalf, Integra, Deutsche Bank, Bank of America</p>	 <p><b>CRO, Christine Reilly</b>, former President CIT Small Business, \$4 billion portfolio</p>	 <p><b>CTO, Mike Grassotti</b> Bank of America, Columbia House</p>	 <p><b>Director, Paul E. Wright</b> Comcast, Mediaside, IMAX, Bear Stearns</p>
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## About LiftForward Summary *For GSA Schedule 70*





## About LiftForward Summary *For GSA Schedule 70*



Hardware-as-a-Service Example

### Surface Membership

See [LiftForward GSA Price List](#)



### Surface Membership

A new program that helps businesses get the most productive devices through a flexible subscription that offers easy payment options, scalability, and training and support from expert partners.



Surface Membership is a subscription service comprised of device & service bundles for low monthly payments.

- Latest Surface devices & accessories
- Low monthly payments
- On-demand support
- Training
- Hardware coverage
- Early upgrade



### Surface Membership Coverage

Membership includes the Microsoft Complete for Business Extended Service Plan with Accident Damage Protection

- With Microsoft Complete, you get three years of accidental damage protection on your device, display and laptop.
- Dedicated get-it-fixed number to get the technical support you need to keep your business running smoothly.
- Microsoft Complete listed separately within LiftForward GSA Price List



### Surface Membership Support

#### Microsoft Stores

Support is available at the nearest store

#### Dedicated Member phone support

Hourly available phone assistance when you need it. No technical fees, warranty numbers or if you call next to turn a 24/7 line from above your device and its features.

LiftForward is available via phone, email and live chat

Account, questions, payments, billing, self-help memberships

#### Surface Membership Training

Get the most out of your Surface devices and keep your employees current with one-on-one personal training

- One-on-one, 15-minute training, and more - get the help you need with personal training at your local Microsoft Store.
- Schedule personalized training for 1, 3 or 5 years while office with a Microsoft store representative.
- Something not working right? No one can help more or get technical help on the spot.

#### Surface Membership Upgrades

At the end of the Membership term participants have the option to renew Memberships and upgrade to the latest device.

- Computers are eligible for upgrade within 6 months of the end of your Membership term with **no** additional fee.
- The fee for upgrading the device at the end of the agreement is the equivalent of 1, 3 or 5 months payment based on your Membership term.

#### Accessories

With Surface Membership you can handle the accessories you need



#### Add Cloud Solutions

Microsoft Office 365, Microsoft Exchange Online, Microsoft OneDrive for Business, Microsoft Dynamics CRM Online

- Email with a 100GB mailbox
- 1TB of storage
- HD video conferencing
- Fully installed office
- Office apps for tablets and phones
- 5 TB of storage
- Fully installed Office
- Office apps for tablets and phones

#### Better options at the end of Terms

##### Other partner and programs

- Receive all products in-house or for best-fit reseller
- Higher monthly lease payments for less IT support fee
- Purchase products at the time the rental value (by first lease)
- Reduce the lease with a month or month or fixed-term lease

##### Surface Membership

- All-in-one by Microsoft product choice for use for and provides utilization of other apps
- Lower monthly payments and longer life if you use our additional monthly payments
- Support is always direct to 1, 3 or 5 and bi-monthly payments
- The flexibility to only keep or return anything without an impact



We provide the technology and support that manufacturers and retailers need to each other while other adds time-consuming overhead.

**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.

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.

(1) 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).

(2) 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 (I), 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.

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**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:
  - (1) Which product(s) is (are) required, including applicable Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) requirements.

- (2) The required delivery date.
  - (3) The proposed lease plan and term of the lease.
  - (4) Where the product will be located.
  - (5) Description of the intended use of the product.
  - (6) Source and type of appropriations to be used.
- b. The Contractor will respond with:
- (1) Whether the Contractor can provide the required product.
  - (2) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
  - (3) The monthly payment based on the rate.
  - (4) 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.
  - (5) A confirmation of the availability of the product on the required delivery date.
  - (6) Extent of warranty coverage, if any, of the leased products.
  - (7) 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 issue 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:

For Example: Lease factor one (1) 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:
  - (1) to purchase the product for the residual value of the product, or
  - (2) 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:
  - (1) 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.
  - (2) 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.
  - (3) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
  - (4) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
    - i deleted or disabled all files and copies of the software from the equipment on which it was installed;
    - ii returned all software documentation, training manuals, and physical media on which the software was delivered; and
    - iii 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.

**\*\* NOTE: Contractor may propose additional terms and conditions (regarding SIN 132-3) for billings, payments, and/or invoices, as long as they are consistent with terms and conditions specified elsewhere.**

**12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR52.207-5)**

- 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 NEW  
EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

**Note: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, [sftool.gov/greenprocurement](http://sftool.gov/greenprocurement) for a complete list of products covered by these programs.**

**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

**\*\*NOTE: Contractors are to indicate in the pricelist whether the equipment is self-installable.\*\***

- 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:

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**\*\*NOTE: CONTRACTORS SHOULD PROVIDE COMMERCIAL PRACTICES FOR INSTALLATION/DEINSTALLATION/REINSTALLATION FOR REVIEW AND POSSIBLE INCLUSION IN THE CONTRACT.\*\***

- 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 requirement 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 or SIN 132-9.

- 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. 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 post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; 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.

**\*\*Contractor is to insert commercial warranty clauses.\*\***

- 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:

## 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, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, RADIO/TELEPHONE 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 and repair service rates listed herein are applicable to any ordering activity locations within a \_\_\_\_ (\*\*insert miles) 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 negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### **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 parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- 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.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

**7. RESPONSIBILITIES OF THE CONTRACTOR**

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

**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 negotiated at the Task Order level.

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**\*\*If there is no additional charge, indicate "none" in the space provided above.\*\***

**e. QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range Discounts	
_____ Units	_____ %
_____ Units	_____ %
_____ Units	_____ %

## 9. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c. **TRAVEL OR TRANSPORTATION**

### (1) AT THE CONTRACTOR'S SHOP

- i When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- ii The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

### (2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

**(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**

- i If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- ii When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

**d. LABOR RATES**

**(1) REGULAR HOURS**

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

**(2) AFTER HOURS**

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

**(3) SUNDAYS AND HOLIDAYS**

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES  
 AND

REGULAR LOCATION	AFTER SUNDAYS CHARGE*	MINIMUM PER HOUR**	HOURS PER HOUR**	HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____

\*MINIMUM CHARGES INCLUDE \_\_\_\_\_ FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment \_\_\_\_\_ manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated \_\_\_\_\_, at a discount of \_\_\_\_\_ % from such listed prices.

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of \_\_\_\_\_ **\*\*insert commercial warranty\*\***.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of \_\_\_\_\_ **\*\*insert commercial warranty\*\***.

**12. INVOICES AND PAYMENTS**

a. Maintenance Service

(1) 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.

(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

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be



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submitted separately to each ordering activity office ordering services under the contract.  
The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced  
in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF  
APPLICABLE, SHALL BE SHOWN ON THE INVOICE.



Points of Contact  
IT Schedule 70

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For general questions regarding MAS IT Schedule 70  
Contracting:

Customer Service

**Phone: 1-877-446-IT70 (4870)**

**Email: [IT.Center@gsa.gov](mailto:IT.Center@gsa.gov)**

For questions regarding eOffer submission or Certifications:

Vendor Support Center

visit [www.gsa.gov/vsc](http://www.gsa.gov/vsc)

**Phone: 1-877-495-4849**

For general questions regarding HSPD 12:

**Email:**

[hspd12@gsa.gov](mailto:hspd12@gsa.gov)

**Phone: 1-703-605-2727**

For general questions regarding COMSATCOM:

**Email:**

[fasnetworkservice@gsa.gov](mailto:fasnetworkservice@gsa.gov)

**Phone: 1-877-387-2001**

For general questions regarding FAST Lane Pilot, Health IT, Cyber Security SINS:

**Email: [fastlane@gsa.gov](mailto:fastlane@gsa.gov)**

## APPENDIX A

### (Example) Membership (Lease) Agreement

#### SURFACE MEMBERSHIP PROGRAM

#### MASTER LEASE AGREEMENT

THIS SURFACE MEMBERSHIP PROGRAM MASTER LEASE/FINANCING AGREEMENT (“**Agreement**”) is made effective as of [●, 2017] by and between LiftForward, Inc. (“LiftForward”) and the undersigned customer (“Customer”). For valuable consideration, the parties agree as follows.

**1. LEASE/FINANCING.** LiftForward will lease to Customer, and Customer will lease from LiftForward, certain computer hardware and accessories, including certain operating system software installed thereon, but excluding any additional software (e.g Office365 or other productivity software) that is installed thereon (the “**Equipment**”) described in each Equipment schedule signed by Customer and LiftForward (each, a “**Schedule**”). Each Schedule incorporates the terms of this Agreement, each of which will constitute a separate lease (a “**Lease**”). The items set forth on each Schedule shall each be purchased by Customer from Microsoft Corporation or its Affiliates (collectively “**Microsoft**”) pursuant to a purchase agreement, a true and complete copy of which shall be provided to LiftForward by Customer (a “**Purchase Agreement**”). LiftForward makes no representations or warranties with respect to the Equipment or any other services or benefits provided under a Purchase Agreement. Nothing in this Agreement invalidates or changes any licenses, end user agreements that may come with or apply to Equipment or any component or software included with any Equipment. Certain software may be included on the Equipment pursuant to a separate license agreement between Liftforward and Customer and the terms of such license agreement shall solely govern Customer’s rights and obligations with respect to such software and nothing in this Agreement shall be deemed to superced or amend such license agreement.

#### **2. [Reserved]**

**3. PAYMENTS.** Customer agrees to send to LiftForward the lease payments (as specified in the corresponding Schedule) and all other sums when due and payable under a Lease in a manner set forth in the Purchase Order or as provided in the underlying GSA Schedule Contract. LiftForward may invoice Customer on a consolidated basis for any licensed software that Customer has seperately licensed from LiftForward along with Customer’s Lease payments.

**4. TAXES.** Liftforward shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**5. OWNERSHIP, USE, MAINTENANCE AND REPAIR.** LiftForward owns the Equipment and Customer has the right to use the Equipment under the terms of the Lease, and Customer grants LiftForward a precautionary security interest in all Equipment (including any Software) and all products and proceeds thereof to secure all of Customer’s obligations under the Lease in the event the Lease is deemed to be a secured transaction. So long as Customer is not in default of Customer’s obligations, LiftForward hereby assigns to Customer all LiftForward’s rights under any manufacturer or supplier warranties. Customer must keep the Equipment free of liens, and notify LiftForward immediately if any tax or other lien is or will be placed on the Equipment. Except for the temporary relocation of mobile electronic devices, Customer may not remove the Equipment from the address indicated on a Schedule without first obtaining LiftForward’s approval. Customer agrees to: (a) keep the Equipment in Customer’s exclusive control and possession; (b) USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment in conformity with all insurance requirements, manufacturer’s instructions and manuals; (d) at Customer’s sole cost, keep the Equipment repaired and maintained in good working order and as required by the manufacturer’s warranty, certification and standard full service maintenance contract; (e) maintain accurate and complete records of all repairs and maintenance to the Equipment; and (f) give LiftForward reasonable access to inspect the Equipment and its maintenance and other records, subject to applicable Government security requirements. Any modifications or additions to the Equipment required by any governmental edict will be promptly made by Customer at Customer’s own expense. Without LiftForward’s prior written consent, Customer will not make any alterations, additions or improvements to the Equipment which are permanent or



which detract from its economic value or functional utility, except as may be required pursuant to the preceding sentence. LiftForward effecting such compliance will not be a waiver of Customer's default.

**6. [Reserved]**

**7. PREPAYMENT; EARLY TERMINATION; END OF TERM AND UPGRADES.**

- (a) Customer has the right to prepay in full, but not in part, all of Customer's obligations under a Lease (the "**Prepayment**") prior to the end of the scheduled term. Any such Prepayment shall be made in the amount of the then corresponding Prepayment Amount. The "**Prepayment Amount**" shall be an amount equal to: (a) all lease payments and all other sums due but unpaid under the Lease, plus (b) all lease payments to become due during the remainder of the term, plus (c) the Termination Fee (as specified in the corresponding Schedule). Upon LiftForward's receipt of the Prepayment Amount, Customer shall become the owner of the Equipment (but not any software included therein, which shall remain subject to the terms of the applicable license). In the alternative, Customer may return the Equipment pursuant to Paragraph 15 hereof.
- (b) The terms and conditions set forth on Exhibit A shall apply at the end of each scheduled Lease term. Exhibit A also sets forth certain rights for Customer to engage in Upgrades (as defined in Exhibit A) prior to the end of the scheduled Lease term.

**8. LOSS OR DAMAGE.** Customer assumes all risks of loss, theft, damage to or destruction of the Equipment. If any item of Equipment is lost, stolen or damaged (reasonable wear and tear excepted) Customer will immediately notify LiftForward in writing and, at Customer's option and cost, within 30 days after such event, either: (a) promptly repair the item to LiftForward's satisfaction or replace the item with a comparable item acceptable to LiftForward (and notify LiftForward immediately of the serial number of such replaced item); or (b) pay LiftForward the Prepayment Amount as set forth in the Government Purchase Order.

**9. UNCONDITIONAL OBLIGATION.** Except as expressly provided in Section 7, Customer's obligation to pay lease payments and other amounts due under such Lease is absolute and unconditional. Customer shall not be entitled to any abatement or reductions of, or set-offs against, the lease payments or other amounts due LiftForward. Customer's obligations will not be affected by reason of any defect in or damage to, or loss of possession, use or destruction of any Equipment.

**10. DEFAULT.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Liftforward shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

**11. [Reserved]**

**12. ASSIGNMENT.** Neither party may assign or dispose of any rights or obligations under the Lease or sub-lease the Equipment, without prior written consent.

**13. MISCELLANEOUS.** Notices must be in writing and will be deemed given 3 days after mailing to Customer's (or LiftForward's) business address. Customer authorizes LiftForward or its agent to prepare and file UCC financing statements and any amendments or continuation relating to the Equipment. Any claim Customer has against LiftForward must be made within six years after the event which caused it. If a court finds any provision of a Lease to be unenforceable, all other terms will remain in effect and enforceable. Customer authorizes LiftForward to insert or correct missing or incorrect information on a Lease, including Customer's proper legal name, serial numbers and any other information describing the Equipment. CUSTOMER HEREBY ACKNOWLEDGES AND CONFIRMS THAT CUSTOMER HAS NOT RECEIVED ANY LEGAL, TAX, FINANCIAL OR ACCOUNTING ADVICE FROM LIFTFORWARD. Restrictive endorsements on checks Customer sends to LiftForward will not reduce Customer's obligations. All written communication concerning disputed amounts, including any check or other payment instrument that (i) indicates that the written payment





constitutes "payment in full" or is tendered as full satisfaction of a disputed amount or (ii) is tendered with other conditions must be mailed or delivered to LiftForward at the address for billing inquiries shown on the related Schedule and not to the payment address. LiftForward and Customer intend to comply with all applicable laws. LiftForward will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Lease to the maximum amount allowed under the legal limit. Any amount received by LiftForward in excess of that legally allowed will be applied by LiftForward to the payment of amounts legally owed under the Lease, or refunded to Customer.

**14. Consent to Contact.** Without limiting any other rights LiftForward (or any person or entity acting on LiftForward's behalf or service the Lease for LiftForward) may have, Customer consents to LiftForward (and/or any person or entity acting on LiftForward's behalf or servicing the Lease for LiftForward) communicating with Customer in connection with the consideration of Customer's application or the administration of the Lease (including, for certainty, the circulation of invoices, in the event of a missed payment and in connection with any enforcement by LiftForward) in compliance with applicable laws, using any telephone number, email address, or other contact information that Customer provided when applying for credit from LiftForward, or using any telephone number, email address, or other contact information that Customer provide in the future, or using any telephone number, email address, or other contact information that the persons listed in Customer's application as references provide to LiftForward (and/or any person or entity acting on LiftForward's behalf or servicing the Lease for LiftForward) now or in the future. LiftForward (and/or any person or entity acting on LiftForward's behalf or servicing the Lease for LiftForward) may communicate with Customer using any current or future means of communication, including but not limited to: automated telephone dialing equipment; artificial or pre-recorded voice messages; telephone or other electronic facsimile machine; SMS or text messages; and email directed to me at a mobile telephone service, or email otherwise directed to me. Customer acknowledges that Customer is in an existing business relationship with LiftForward and that such communications are informational communications and are not made for the purpose of telemarketing, solicitation, offer of further financing opportunities or promotion of LiftForward (any/or any person or entity acting on LiftForward's behalf or servicing the Lease for LiftForward). LiftForward (and/or any person or entity acting on LiftForward's behalf or servicing the Lease for LiftForward) may use such means of communication even if Customer will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.

**15. [Reserved]**

THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES. YOU EXPRESSLY AGREE THAT THIS AGREEMENT IS A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT OF THE UNITED STATES OF AMERICA AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT OF THE UNITED STATES OF AMERICA.

THIS MASTER AGREEMENT, EACH LEASE AND EACH OTHER RELATED DOCUMENT WILL BE GOVERNED BY THE FEDERAL LAWS OF THE UNITED STATES.

**LIFTFORWARD, INC.**

Signature: \_\_\_\_\_

Name: Blendi Batusha

Title: Director of Credit

Address: 180 Maiden Lane, 10th Floor  
New York, NY 10038

**Customer:** \_\_\_\_\_





Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**EQUIPMENT SCHEDULE No. \_\_\_\_\_**

This Equipment Schedule (this “**Schedule**”) is attached to and made a part of the Surface Membership Program Master Lease Agreement (“**Master Agreement**”) made by and between LiftForward, Inc. (“**LiftForward**”) and the undersigned customer (“**Customer**”).

The terms and conditions of the Master Agreement are incorporated into this Schedule, and together, this Schedule and the Master Agreement as it relates to this Schedule, constitute a lease (“**Lease**”) between LiftForward and Customer for the Equipment described in this Schedule.

**A. EQUIPMENT.** Pursuant to the terms of the Master Agreement and this Schedule, LiftForward will lease to Customer the Equipment listed below (“**Surface Membership Bundle**”):

Quantity	Make	Model	Equipment Type

**B. FINANCIAL TERMS.**

1. Total Lease Amount: \_\_\_\_\_

2. Term (No. of Months): [\_\_\_\_]; provided that if Customer fails to return the Equipment within 30 days following the expiration of the term the Lease Customer shall be billed the Termination Fee (described below) and acquire the Equipment upon payment of such Termination Fee unless Customer provides written notice indicating that Customer desires to continue the Lease for consecutive monthly periods, in which case Customer shall owe the applicable Lease Payment for each such additional period until such time as Customer returns the Equipment or elects to pay the Termination Fee.

3. Effective Date: \_\_\_\_\_

4. Lease Start Date: \_\_\_\_\_

5. Purchase Order Number: \_\_\_\_\_

6. Lease Payment: \$X,XXX.XX (plus applicable taxes during any renewal period as determined by LiftForward in its sole discretion)

7. Frequency of Lease Payment: Monthly (in Arrears)

8. Termination Fee: [SELECT ONE] [the amount of one monthly Lease Payment][If 18 month lease] [the amount of two monthly Lease Payments][If 24 month lease] [the amount of three monthly Lease Payments][If 30 month lease].





- 9. Initial Tax Fees (if applicable): **\$X.XXXXXX** (payable immediately upon execution of this Schedule)
- 10. Environmental Fee: **\$X.XXXXXX** (payable immediately upon execution of this Schedule)
- 11. Scale Down Fee: 3 months of lease payments applicable to the returned Equipment
- 12. Effective Interest Rate off of MSRP: 0%

**C. PAYMENT TERMS AND FEES.** Payment terms will be determined by the Government Purchase Order and any late payment interest will be governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

**ALL TERMS AND CONDITIONS ON THIS SCHEDULE ARE BINDING UPON THE PARTIES HERETO.** To the extent of any conflict or inconsistency between this Schedule and the Master Agreement, this Schedule will prevail, but only with respect to the Lease created hereunder. This Schedule is not binding or effective with respect to the Master Agreement or Equipment until executed on behalf of LiftForward and Customer by authorized representatives. The obligations of Customer, if there are more than one of them, are joint and several.

**IN WITNESS WHEREOF,** LiftForward and Customer have caused this Schedule to be executed by their duly authorized representatives effective as of the later of the two signature dates below.

**LIFTFORWARD CORPORATION**

**CUSTOMER: \_\_\_\_\_**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT A**  
Upgrades and End of Customer Term Procedures

**I. Upgrades**

Customer may terminate any existing Lease by opting at any time after the designated number of payments in the applicable scheduled Lease term and before the end of the applicable schedule Lease term without any financial penalties to the Customer, as long as the Customer (a) returns the existing Equipment in the Lease to LiftForward, (b) agrees to a new Lease, which may be for any available scheduled term and any Surface Membership Bundle, and (c) Customer qualifies for the new Lease (including obtaining any updated credit approvals required by LiftForward at such time) (such right referred to herein as an “**Upgrade**”).

In such cases:

- Customer should notify Microsoft or LiftForward of its desire Upgrade.

Customer will be directed to log into its online account and select an available Upgrade option, including the new Surface Membership Bundle(s) and Lease term that will be used by LiftForward to create a new Schedule to the Agreement.

- Customer will submit a credit application through the online website.



- Customer will execute a new Schedule to the Agreement.
- Microsoft will send Customer the new Equipment.
- If LiftForward does not receive the Equipment issued pursuant to the prior Transaction from which the Upgrade is being made within 30 days of Microsoft shipping the new Equipment, LiftForward will continue to charge the Customer the monthly Lease Payment under the original Lease until such time as the applicable Equipment is returned or Customer exercises its right to acquire such Equipment by payment of the applicable Termination Fee.

## **II. End of Customer Term.**

At the end of the schedule Lease term, the Customer shall have three options with respect to the related Equipment as set forth below

1. Renewal. Customer may sign up for a new Lease and receive replacement Equipment, in which case:
  - a. A new credit approval will be required and a new Schedule added to the Agreement reflecting the terms of the new Lease.
  - b. Customer will send the Equipment covered by the expiring Lease back to LiftForward. The Equipment should be in good working order and free of physical alterations and damages, ordinary wear and tear excepted. Customer may return substitute Equipment of at least equal model/quality (e.g. if new equipment is delivered in response to warranty claims).
  - c. The ability to Renew is conditioned on the continuation of LiftForward's financing program with Microsoft and may be discontinued by LiftForward at any time.
2. Buyout. Customer may pay the Termination Fee provided for under the applicable Lease and receives title to the Equipment covered by such Lease, in which case:
  - a. LiftForward will bill the Customer the remaining balance due (the aggregate of amount of all outstanding monthly Lease Payments through the scheduled Lease term to the extent not already paid) plus the Termination Fee. Customer will acquire title to the Equipment upon payment of such amounts (but not any software included therein, which shall remain subject to the terms of the applicable license).
3. Terminate Equipment financing. Customer may return the Equipment and not renew, in which case:
  - a. LiftForward will verify that the Customer has paid the aggregate of amount of all outstanding monthly Lease Payments through the scheduled Lease term.
  - b. Customer must send the Equipment under such expiring Lease to LiftForward.
  - c. If LiftForward does not receive the applicable Equipment within thirty (30) days of the last invoice, LiftForward will auto-bill the Customer the Termination Fee and Customer will acquire title to the Equipment upon payment of the Termination Fee (but not any software included therein, which shall remain subject to the terms of the applicable license)..

**APPENDIX B**
**GSA Price List**

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (\$) - With Platform Fee (Incl. IFF)	Warranty / Service Agreement
132-3	Microsoft	FJS-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core M, 4 GB Memory, 128 GB Storage - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$28.24	A9W-00005 - Commercial Extended Warranty for Surface Pro - 3 Years Additional Monthly cost of \$8.36 to be added
132-3	Microsoft	HET-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i5, 4 GB Memory, 128 GB StorageFor Accessories - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$35.31	A9W-00005 - Commercial Extended Warranty for Surface Pro - 3 Years Additional Monthly cost of \$8.36 to be added
132-3	Microsoft	HEU-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i5, 8 GB Memory, 256 GB StorageIf included with Monthly Subscription to a Surface Device, benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more - Monthly Subscription Benefits include:</li> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$45.92	A9W-00005 - Commercial Extended Warranty for Surface Pro - 3 Years Additional Monthly cost of \$8.36 to be added
132-3	Microsoft	HEV-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i7, 8 GB Memory, 256 GB Storage - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$56.52	A9W-00005 - Commercial Extended Warranty for Surface Pro - 3 Years Additional Monthly cost of \$8.36 to be added
132-3	Microsoft	HEW-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i7, 16 GB Memory, 512 GB Storage - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$77.73	A9W-00005 - Commercial Extended Warranty for Surface Pro - 3 Years Additional Monthly cost of \$8.36 to be added
132-3	Microsoft	HEX-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i7, 16 GB Memory, 1 TB Storage - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$95.40	A9W-00005 - Commercial Extended Warranty for Surface Pro - 3 Years Additional Monthly cost of \$8.36 to be added
132-3	Microsoft	TJ2-00004	Surface Pro 4	Surface Pro 4 with Includes Surface Pen. LiftForward no longer offering commercially. If available would be for GSA Only., 6th gen Intel Core i5, 8 GB Memory, 256 GB Storage - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$43.26	A9W-00005 - Commercial Extended Warranty for Surface Pro - 3 Years Additional Monthly cost of \$8.36 to be added
132-3	Microsoft	TU5-00002	Surface Pro 4	Surface Pro 4 with Includes Surface Pen. LiftForward no longer offering commercially. If available would be for GSA Only., 6th gen Intel Core i5, 16 GB Memory, 512 GB Storage - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$64.47	A9W-00005 - Commercial Extended Warranty for Surface Pro - 3 Years Additional Monthly cost of \$8.36 to be added
132-3	Microsoft	42L-00001	Surface Studio	Surface Studio with Surface Pen, Keyboard, and Mouse, 6th gen Intel Core i5, 8GB Memory, 1 TB Storage2 GB GPU - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$106.00	W47-00007 - Commercial Complete for Surface Studio - 3 Years Additional Monthly cost of \$16.76 to be added
132-3	Microsoft	42Q-00001	Surface Studio	Surface Studio with Surface Pen, Keyboard, and Mouse, 6th gen Intel Core i7, 16 GB Memory, 1 TB Storage2 GB GPU - Monthly Subscription Benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$123.68	W47-00007 - Commercial Complete for Surface Studio - 3 Years Additional Monthly cost of \$16.76 to be added

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (\$) - With Platform Fee (incl. IFF)	Warranty / Service Agreement
132-3	Microsoft	43Q-00001	Surface Studio	Surface Studio with Surface Pen, Keyboard, and Mouse, 6th gen Intel Core i7, 32 GB Memory, 2 TB Storage4 GB GPU - Monthly Subscription Benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$148.42	W47-00007 - Commercial Complete for Surface Studio - 3 Years Additional Monthly cost of \$16.76 to be added
132-3	Microsoft	SV7-00001	Surface Book	Surface Book with Surface Pen, 6th gen Intel Core i5, 8 GB Memory, 128 GB Storageon-GPU - Monthly Subscription Benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$52.98	F9W-00083 - Commercial Extended Warranty for Surface Book - 3 Years Additional Monthly cost of \$11.72 to be added
132-3	Microsoft	SV9-00001	Surface Book	Surface Book with Surface Pen, 6th gen Intel Core i5, 8 GB Memory, 256 GB Storageon-GPU - Monthly Subscription Benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$60.05	F9W-00083 - Commercial Extended Warranty for Surface Book - 3 Years Additional Monthly cost of \$11.72 to be added
132-3	Microsoft	TP4-00001	Surface Book	Surface Book with Surface Pen, 6th gen Intel Core i5, 8 GB Memory, 256 GB StorageGPU - Monthly Subscription Benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$67.12	F9W-00083 - Commercial Extended Warranty for Surface Book - 3 Years Additional Monthly cost of \$11.72 to be added
132-3	Microsoft	9ER-00001	Surface Book	Surface Book with Surface Pen. Performance Base, 6th gen Intel Core i7, 8 GB Memory, 256 GB StorageGPU2 - Monthly Subscription Benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$84.80	F9W-00083 - Commercial Extended Warranty for Surface Book - 3 Years Additional Monthly cost of \$11.72 to be added
132-3	Microsoft	9EX-00001	Surface Book	Surface Book with Surface Pen. Performance Base, 6th gen Intel Core i7, 16 GB Memory, 512 GB StorageGPU2 - Monthly Subscription Benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$98.93	F9W-00083 - Commercial Extended Warranty for Surface Book - 3 Years Additional Monthly cost of \$11.72 to be added
132-3	Microsoft	9EZ-00001	Surface Book	Surface Book with Surface Pen. Performance Base, 6th gen Intel Core i7, 16 GB Memory, 1 TB StorageGPU2 - Monthly Subscription Benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$116.61	F9W-00083 - Commercial Extended Warranty for Surface Book - 3 Years Additional Monthly cost of \$11.72 to be added
132-3	Microsoft	HP7-00001-DUP	Surface Hub	Surface Hub with 2 Surface Pens, Wireless All-in-One Keyboard and Office, Intel Core i5, 8 GB Memory, 128 GB StorageGPU - Monthly Subscription Benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$318.08	F9W-00083 - Commercial Extended Warranty for Surface Book - 3 Years Additional Monthly cost of \$11.72 to be added
132-3	Microsoft	J29-00003	Office 365 Business	Office 365 Business . If included with Monthly Subscription to a Surface Device, benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$8.75	Standard customer support
132-3	Microsoft	2WR-00001	Surface Dial	Surface Dial Compatible with Surface Pro, Surface Pro 4, Surface Book, Surface Studio, Surface Laptop. If included with Monthly Subscription to a Surface Device, benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$3.53	1-Year Standard Manufacturer Warranty
132-3	Microsoft	WS3-00001	Surface Mouse	Surface Mouse with Bluetooth Low Energy compatible 4.0/4.1 - Operating systems: Windows, Android, Mac. Range of 50 feet., , Memory, Storage - If included with Monthly Subscription to a Surface Device, benefits Include: • Optional upgrade to a new Surface device after 24 months • Phone and in-store tech support, 7 days per week • One-on-one personal training • In-store discounts on future purchases of hardware, software, and more	Monthly Subscription Per Device - 30 months	\$1.77	1-Year Standard Manufacturer Warranty

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (\$) - With Platform Fee (incl. IFF)	Warranty / Service Agreement
132-3	Microsoft	EYU-00009	Surface Pen	Surface Pen with Bluetooth 4.0 - Compatible with Surface Studio, Laptop, Book, Pro, Pro 3, Pro 4, Surface 3. . If included with Monthly Subscription to a Surface Device, benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$3.53	1-Year Standard Manufacturer Warranty
132-3	Microsoft	PF3-00005	Port Replicator (Dock)	Port Replicator (Dock) For Pro 3, Surface Pro4, Surface Book. If included with Monthly Subscription to a Surface Device, benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$7.07	1-Year Standard Manufacturer Warranty
132-3	Microsoft	3YJ-00022	Surface Keyboard	Surface Keyboard Compatible with Windows, Mac OS, Android. Bluetooth 4.0 or higher. Range of 50 feet. If included with Monthly Subscription to a Surface Device, benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$3.53	1-Year Standard Manufacturer Warranty
132-3	Microsoft	3SQ-00008	Surface Ergonomic Keyboard	Surface Ergonomic Keyboard with Bluetooth Low Energy compatible 4.0/4.1 - Operating system: Windows 10 - Works with Bluetooth Smart Ready Device with Human Interface Device (HID) support. If included with Monthly Subscription to a Surface Device, benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$4.59	1-Year Standard Manufacturer Warranty
132-3	Microsoft	P9X-00002	Arc Touch Mouse Surface Edition	Arc Touch Mouse Surface Edition. Compatible with all Surface devices. Bluetooth 4.0 Low Energy Compatible. If included with Monthly Subscription to a Surface Device, benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$2.47	1-Year Standard Manufacturer Warranty
132-3	Microsoft	HU7-00002	Rolling Stand for Surface Hub 55"	Rolling Stand for Surface Hub 55" . If included with Monthly Subscription to a Surface Device, benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$83.06	1-Year Standard Manufacturer Warranty
132-3	Microsoft	FMM-00001	Surface Pro Type Cover	Surface Pro Type Cover with Color: Black M1725. If included with Monthly Subscription to a Surface Device, benefits Include: <ul style="list-style-type: none"> <li>• Optional upgrade to a new Surface device after 24 months</li> <li>• Phone and in-store tech support, 7 days per week</li> <li>• One-on-one personal training</li> <li>• In-store discounts on future purchases of hardware, software, and more</li> </ul>	Monthly Subscription Per Device - 30 months	\$4.59	1-Year Standard Manufacturer Warranty

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (\$) - With Platform Fee (Incl. IFF)	Warranty / Service Agreement
132-8	Microsoft	FJS-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core M, 4 GB Memory, 128 GB Storage	Per Device	\$750.90	1-Year Standard Manufacturer Warranty
132-8	Microsoft	HET-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i5, 4 GB Memory, 128 GB Storage	Per Device	\$938.86	1-Year Standard Manufacturer Warranty
132-8	Microsoft	HEU-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i5, 8 GB Memory, 256 GB Storage	Per Device	\$1,220.80	1-Year Standard Manufacturer Warranty
132-8	Microsoft	HEV-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i7, 8 GB Memory, 256 GB Storage	Per Device	\$1,502.73	1-Year Standard Manufacturer Warranty
132-8	Microsoft	HEW-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i7, 16 GB Memory, 512 GB Storage	Per Device	\$2,066.61	1-Year Standard Manufacturer Warranty
132-8	Microsoft	HEX-00001	Surface Pro	Surface Pro with Black Surface Type Cover, 7th gen Intel Core i7, 16 GB Memory, 1 TB Storage	Per Device	\$2,536.51	1-Year Standard Manufacturer Warranty
132-8	Microsoft	TJ2-00004	Surface Pro 4	Surface Pro 4 with Includes Surface Pen. LiftForward no longer offering commercially. If available would be for GSA Only., 6th gen Intel Core i5, 8 GB Memory, 256 GB Storage	Per Device	\$1,150.31	1-Year Standard Manufacturer Warranty
132-8	Microsoft	TU5-00002	Surface Pro 4	Surface Pro 4 with Includes Surface Pen. LiftForward no longer offering commercially. If available would be for GSA Only., 6th gen Intel Core i5, 16 GB Memory, 512 GB Storage	Per Device	\$1,714.19	1-Year Standard Manufacturer Warranty
132-8	Microsoft	42L-00001	Surface Studio	Surface Studio with Surface Pen, Keyboard, and Mouse, 6th gen Intel Core i5, 8GB Memory, 1 TB Storage2 GB GPU	Per Device	\$2,818.45	1-Year Standard Manufacturer Warranty
132-8	Microsoft	42Q-00001	Surface Studio	Surface Studio with Surface Pen, Keyboard, and Mouse, 6th gen Intel Core i7, 16 GB Memory, 1 TB Storage2 GB GPU	Per Device	\$3,288.35	1-Year Standard Manufacturer Warranty
132-8	Microsoft	43Q-00001	Surface Studio	Surface Studio with Surface Pen, Keyboard, and Mouse, 6th gen Intel Core i7, 32 GB Memory, 2 TB Storage4 GB GPU	Per Device	\$3,946.20	1-Year Standard Manufacturer Warranty
132-8	Microsoft	SV7-00001	Surface Book	Surface Book with Surface Pen, 6th gen Intel Core i5, 8 GB Memory, 128 GB StorageGenon-GPU	Per Device	\$1,408.75	1-Year Standard Manufacturer Warranty
132-8	Microsoft	SV9-00001	Surface Book	Surface Book with Surface Pen, 6th gen Intel Core i5, 8 GB Memory, 256 GB StorageGenon-GPU	Per Device	\$1,596.71	1-Year Standard Manufacturer Warranty
132-8	Microsoft	TP4-00001	Surface Book	Surface Book with Surface Pen, 6th gen Intel Core i5, 8 GB Memory, 256 GB StorageGPU	Per Device	\$1,784.67	1-Year Standard Manufacturer Warranty
132-8	Microsoft	9ER-00001	Surface Book	Surface Book with Surface Pen. Performance Base, 6th gen Intel Core i7, 8 GB Memory, 256 GB StorageGPU2	Per Device	\$2,254.57	1-Year Standard Manufacturer Warranty
132-8	Microsoft	9EX-00001	Surface Book	Surface Book with Surface Pen. Performance Base, 6th gen Intel Core i7, 16 GB Memory, 512 GB StorageGPU2	Per Device	\$2,630.49	1-Year Standard Manufacturer Warranty
132-8	Microsoft	9EZ-00001	Surface Book	Surface Book with Surface Pen. Performance Base, 6th gen Intel Core i7, 16 GB Memory, 1 TB StorageGPU2	Per Device	\$3,100.39	1-Year Standard Manufacturer Warranty
132-8	Microsoft	HP7-00001-DUP	Surface Hub	Surface Hub with 2 Surface Pens, Wireless All-in-One Keyboard and Office, Intel Core i5, 8 GB Memory, 128 GB StorageGPU	Per Device	\$8,457.22	1-Year Standard Manufacturer Warranty
132-8	Microsoft	J29-00003	Office 365 Business	Office 365 Business	Per Device	\$232.60	Standard customer support
132-8	Microsoft	ZWR-00001	Surface Dial	Surface Dial Compatible with Surface Pro, Surface Pro 4, Surface Book, Surface Studio, Surface Laptop	Per Device	\$93.97	1-Year Standard Manufacturer Warranty
132-8	Microsoft	WS3-00001	Surface Mouse	Surface Mouse Bluetooth Low Energy compatible 4.0/4.1 - Operating systems: Windows, Android, Mac. Range of 50 feet.	Per Device	\$46.98	1-Year Standard Manufacturer Warranty
132-8	Microsoft	EYU-00009	Surface Pen	Surface Pen Bluetooth 4.0 - Compatible with Surface Studio, Laptop, Book, Pro, Pro 3, Pro 4, Surface 3.	Per Device	\$93.97	1-Year Standard Manufacturer Warranty
132-8	Microsoft	PF3-00005	Port Replicator (Dock)	Port Replicator (Dock) For Pro 3, Surface Pro4, Surface Book	Per Device	\$187.95	1-Year Standard Manufacturer Warranty
132-8	Microsoft	3YJ-00022	Surface Keyboard	Surface Keyboard Compatible with Windows, Mac OS, Android. Bluetooth 4.0 or higher. Range of 50 feet.	Per Device	\$93.97	1-Year Standard Manufacturer Warranty
132-8	Microsoft	3SQ-00008	Surface Ergonomic Keyboard	Surface Ergonomic Keyboard with Bluetooth Low Energy compatible 4.0/4.1 - Operating system: Windows 10 - Works with Bluetooth Smart Ready Device with Human Interface Device (HID) support	Per Device	\$122.16	1-Year Standard Manufacturer Warranty
132-8	Microsoft	P9X-00002	Arc Touch Mouse Surface Edition	Arc Touch Mouse Surface Edition. Compatible with all Surface devices. Bluetooth 4.0 Low Energy Compatible	Per Device	\$65.78	1-Year Standard Manufacturer Warranty
132-8	Microsoft	HU7-00002	Rolling Stand for Surface Hub 55"	Rolling Stand for Surface Hub 55".	Per Device	\$2,208.52	1-Year Standard Manufacturer Warranty
132-8	Microsoft	FMM-00001	Surface Pro Type Cover	Surface Pro Type Cover Color: Black M1725	Per Device	\$122.16	1-Year Standard Manufacturer Warranty

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (\$) - With Platform Fee (incl. IFF)
132-12	Microsoft	F9W-00083	Commercial Extended Warranty for Surface Book - 3 Years	Commercial Extended Hardware Service Warranty with Accidental Damage Protection for Surface Book - 3 Years	Per Device	\$327.85
132-12	Microsoft	F9W-00083	Commercial Extended Warranty for Surface Book - 3 Years	Commercial Extended Hardware Service Warranty with Accidental Damage Protection for Surface Book - 3 Years	Monthly Subscription Per Device - 30 months	\$12.34
132-12	Microsoft	W47-00007	Commercial Complete for Surface Studio - 3 Years	Commercial Complete for Business Warranty US Surface Studio - 2 Years	Per Device	\$468.96
132-12	Microsoft	W47-00007	Commercial Complete for Surface Studio - 3 Years	Commercial Complete for Business Warranty US Surface Studio - 2 Years	Monthly Subscription Per Device - 30 months	\$17.64
132-12	Microsoft	A9W-00005	Commercial Extended Warranty for Surface Pro - 3 Years	Commercial Extended Hardware Service Warranty with Accidental Damage Protection for Surface Pro - 3 Years	Per Device	\$234.01
132-12	Microsoft	A9W-00005	Commercial Extended Warranty for Surface Pro - 3 Years	Commercial Extended Hardware Service Warranty with Accidental Damage Protection for Surface Pro - 3 Years	Monthly Subscription Per Device - 30 months	\$8.80