GENERAL SERVICES ADMINISTRATION

Federal Supply Service Authorized Federal Supply Schedule Price List

On-line 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 GSA Advantage! ® is: GSAAdvantage.gov

INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

FSC Group Class: 70 **FSC Class/Product Code:** 7010, J070, 7030, D304 and U012

Contract Number: GS-35F-0296R

Period Covered by Contract: January 28, 2005 through July 26, 2015

For More information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Arrow Enterprise Computing Solutions, Inc. 7459 S Lima St. Englewood, CO 80112 800-544-7674 Fax: 720-873-7520 www.arrow.com/ecs

Pricelist current through Modification #1010, dated August 2, 2015.

Table of Contents

IT Pricelist Section	Page
Customer Information	3
Terms and Conditions Applicable to Purchase of Equipment (SIN 1332-8)	7
Terms and Conditions Applicable to Maintenance of Equipment (SIN 132-12)	10
NetApp Maintenance Pricing	14
EMC Maintenance Pricing	20
Bluecoat Maintenance Pricing	22
Terms and Conditions Applicable to Term Software Licenses (SIN 132-32), and	
Perpetual Software Licenses (SIN 132-33)	25
Websense Maintenance Pricing	33
EMC Maintenance Pricing	34
Terms and Conditions Applicable to Purchase of Training Courses (SIN 132-50) 36	
Training Course Descriptions	38
Terms and Conditions Applicable to Electronic Commerce (EC) Services (SIN 132-52)	29
USA Commitment to Promote Small Business Procurement Programs	43
Blanket Purchase Agreements	44
Contractor Team Arrangements	47
NetApp Authorized Dealers	48
HP Authorized Dealers	51
Other Authorized Dealers	53
List of Manufacturers	62

CUSTOMER INFORMATION

1a. Table of awarded Special Item number(s) with appropriate cross-reference to item descriptions and awarded prices.

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC Class 7010 - System Configuration

End User Computers/Desktop Computers, Professional Workstations, Other System Configuration Equipment, NEC

FSC Class 7025 - Input/Output and Storage Devices

Network Equipment

Storage Devices (Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other Communications Equipment

FSC Class 7042 - Mini and Micro Computer Control Devices

Micro Computer Control Devices

FSC Class 6145 - Wire and Cable, Electrical

FSC Class 5810 - Communications Security Equipment and Components

FSC Class 5820 - Radio and Television Communication Equipment except Airborne

Two Way Radio Transmitters/Receivers/Antennas - Installation for Equipment offered

- Installation
- Deinstallation
- Reinstallation

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service/Repair Parts/Spare Parts

- Maintenance
- Repair Service
- Repair Parts/Spare Parts

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE: Large Scale Computers: Application Software; Microcomputers: Application Software

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE: Large Scale Computers: Application Software; Microcomputers: Application Software

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

SPECIAL ITEM NUMBER 132-50 – TRAINING COURSES

SPECIAL ITEM NUMBER 132-52 – ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D304	Value Added Network Services (VANs)
FPDS Code D304	E-Mail Services
FPDS Code D304	Internet Access Services
FPDS Code D304	Navigation Services
FPDS Code D399	Other Data Transmission Services, Not Elsewhere Classified - Except
"Voice" and Pager Servic	es

1b. Identification of the lowest priced model number and lowest unit price for that model for each special Item Number awarded in the contract.

Please contact Arrow Enterprise Computing Solutions, Inc. for a full listing of all products awarded.

2. Maximum Order:

\$500,000 per order for SINs 132-8, 132-12, 132-32, 132-33, and 132-34 \$25,000 per order for SIN 132-50

3. Minimum Order: \$1.00

4. Geographic Coverage (Delivery Area): The Geographic Scope of Contract will be domestic and overseas delivery.

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

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

5. Point(s) of Production: Varies per manufacturer and part. For a full listing of Points of Production please contact **Arrow Enterprise Computing Solutions, Inc.**

6. Discount from list prices or statement of net price: Government Net prices (discounts already deducted).

7. Quantity Discounts:

Novell Volume Pricing:As additional purchases (products and maintenance) are made, the enrolled Customer and any sub-enrolledsubsidiaries cumulatively qualify toward the next earned discount level:\$404,00038% Discount (listed price in pricelist pages)\$2,500,00043% Discount*\$5,000,00048% Discount*

*Contact Arrow Enterprise Computing Solutions, Inc. for actual pricing.

8. Prompt Payment Terms: Net 30 Days

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold:

Arrow Enterprise Computing Solutions, Inc. agrees to accept the Government purchase card for purchases at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micropurchase threshold.

Arrow Enterprise Computing Solutions, Inc. agrees to accept Government purchase cards above the micro-purchase threshold up to \$30,000 or as negotiated at the task order level.

10. Foreign items: Not Applicable

11a. Time of Delivery:

SPECIAL ITEM NUMBER 132-8, 132-33, 132-32, 132-12, 132-50, 132-52 **DELIVERY TIME (Days ARO)** 30-45 Days As Negotiated

11b. Expedited Delivery: Please contact Arrow Enterprise Computing Solutions, Inc. for more information

11c. Overnight and 2-day Delivery: Please contact Arrow Enterprise Computing Solutions, Inc. for more information

11d. Urgent Requirements: Please contact Arrow Enterprise Computing Solutions, Inc. for more information

12. F.O.B. Point: Destination

13a. Ordering Address

Arrow Enterprise Computing Solutions, Inc. Jo Zack 5612 24th St. N Arlington, VA 22205 Phone: 571-250-5572 Fax: 571-257-0990 Email: jzack@arrow.com

13b. Ordering procedure: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Payment Information: Arrow Enterprise Computing Solutions, Inc. Department 382 Denver, CO 80291-0382

15. Warranty Provision: Standard Manufacturer's Warranty – For more information please contact **Arrow Enterprise Computing Solutions, Inc.** for full Manufacturer's Warranty.

16. Export packing charges, if applicable: Not Applicable

17. Terms and Conditions of Government Purchase card acceptance: None

- 18. Terms and conditions of rental, maintenance and repair: Please see page 9
- **19. Terms and conditions of installation:** Please see Page 7

20. Terms and conditions for any other services: Please contact Arrow Enterprise Computing Solutions, Inc.

- 21. List of service and distribution points: Not Applicable
- 22. List of Participating dealers: Please see pages 46-59
- 23. Preventive Maintenance: Please contact Arrow Enterprise Computing Solutions, Inc.

24a. Special attributes such as environmental attributes: Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full detail can be found. The EIT standards can be found at www.Section508.gov/.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes __X____ No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): http://ecs.arrow.com

25. Data Universal Number System (DUNS) number: 829160865 Block 36: Contractor's Taxpayer Identification Number (TIN): 11-2860574 CAGE Code: 5AH58

26. Arrow Enterprise Computing Solutions, Inc. is registered in System for Award Management (SAM) database.

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment.

<u>NetApp:</u>

Installation and training services provided by Contractor shall be made available to the ordering activity at the prices designated in the price schedule, subject to **NetApp**'s standard commercial terms and conditions for Professional Services, provided in *"NetApp Professional Services Standard Terms and Conditions – North America"* available at **http://www.netapp.com/us/how-to-buy/stc.html**.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

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

5. INSPECTION/ACCEPTANCE

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

NetApp:

Contractor shall only tender for acceptance those items that substantially conform to **NetApp**'s then-current published specifications and all items shipped shall be deemed accepted upon delivery. Items shipped may be repaired as required or exchanged for identical product if repair cannot be reasonably implemented during the applicable warranty period.

Blue Coat:

Blue Coat shall only tender for acceptance items that substantially conform to the published specifications in their associated documentation, as set forth in Blue Coat's GSA License Agreement attached hereto. Items shipped are deemed accepted upon delivery, but may be repaired or replaced in accordance with the applicable Blue Coat warranty.

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.

<u>NetApp:</u>

Contractor shall provide **NetApp's** standard commercial warranty for hardware and software as indicated in *"NetApp Standard Terms and Conditions of Sale – North America,"* available at **http://www.netapp.com/us/how-to-buy/stc.html**. Contractor notes that as a standard practice, **NetApp** passes along the manufacturer's warranty for any third-party products sold in conjunction with **NetApp** products.

Fortinet:

90 Days Return to Factory warranty

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:

Fortinet: 1090 Kifer Road Sunnyvale, CA 94086

EMC

Please See Section Title EMC Maintenance Terms and Warranty Terms

Blue Coat:

Blue Coat shall provide Blue Coat's standard warranty for hardware and software as set forth in Blue Coat's GSA License Agreement attached hereto, relevant portions of which include the following:

<u>Hardware</u>. Blue Coat warrants that Hardware will be free from material defects in manufacturing and materials and perform substantially in conformance with their published specifications in the documentation for a period of twelve (12) months from shipment. Customer's exclusive remedy and Blue

Coat's sole liability for breach of this warranty is that Blue Coat will repair or replace any such nonconforming or defective Hardware. If the Hardware fails during the warranty period, Customer shall promptly notify its reseller of the warranty claim for processing through Blue Coat via standard RMA Procedures as set forth in the attached Exhibit B, and Blue Coat will repair or replace the Product in accordance with the applicable warranty procedures. Blue Coat warrants replacement Hardware for a period of ninety (90) days from shipment. Prior to returning any Hardware to Blue Coat, Customer shall completely erase all of Customer's confidential information from any storage media. Replacement products and parts, including parts used in hardware repair, may be new or refurbished in Blue Coat's sole discretion. The warranties set forth herein shall not apply in the event of improper installation, use other than in accordance with the instructions in the associated documentation, or unauthorized modification, alteration, addition or attempts to repair the Hardware.

<u>Software</u>. Blue Coat warrants that Software will substantially conform to the published specifications contained in the associated documentation for a period of ninety (90) days from the time the Software is shipped or made available for download to Customer. At Blue Coat's own expense and as its sole obligation and Customer's exclusive remedy for any breach of the foregoing warranty, Blue Coat shall use commercially reasonable efforts or endeavors to remedy any significant reproducible error in the Software that is reported to Blue Coat within the warranty period that Blue Coat can reasonably identify and confirm. The warranty set forth herein shall not apply in the event of improper installation, use other than in accordance with the instructions in the documentation, or unauthorized modification, alteration, addition or attempts to repair the Software.

7. **RESPONSIBILITIES OF THE CONTRACTOR**

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

8. 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 (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 location within any mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When 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:

Arrow Enterprise Computing Solutions, Inc.

7459 S Lima St.

Englewood, CO 80112

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 lessor 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.

<u>NetApp:</u>

Maintenance services on **NetApp** products shall be made available by Contractor to the ordering activity subject to the additional terms and conditions outlined in **NetApp**'s standard commercial terms and conditions for Support Services, provided in "*NetApp* Support Offering Standard Terms and Conditions – North America" available at <u>http://www.netapp.com/us/how-to-buy/stc.html</u>.

<u>Blue Coat:</u> Maintenance is subject to the purchase of support pursuant to Blue Coat's standard terms and conditions for support services under a support services agreement.

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.

7. **RESPONSIBILITIES OF THE CONTRACTOR**

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.

<u>NetApp:</u>

Response and restore time for repair purchased by an Ordering Activity for equipment not covered under a maintenance contract or warranty shall be subject to negotiation between the Ordering Activity and 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: None

9. 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.

<u>NetApp:</u>

Repair services shall be made available by Contractor to the ordering activity subject to **NetApp**'s standard commercial terms and conditions for Support Services, provided in "*NetApp Support Offering Standard Terms and Conditions – North America*" available at **http://www.netapp.com/us/how-to-buy/stc.html.**

10. 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 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.

NetApp Maintenance Pricing

NetApp offers a wide variety of maintenance plans. NetApp's maintenance offerings are frequently referred to as "SupportEdge" offerings. Maintenance may be purchased for hardware (HW), software (SW), installation, and/or non-returnable disk (NRD). The pricing table below represents all possible maintenance combinations. There are more than 30 maintenance offerings to meet any customer's requirements.

Hardware maintenance is available with either parts delivery to the customer's location, or on-site parts with technician service at the customer's location. Subject to availability, parts delivery is offered as either 4 hours 7x24x365 or Next Business Day (NBD). Subject to availability, on-site service is offered with either 2 hour 24x7x365, 4 hour 24x7x365, or Next Business Day service.

Software maintenance allows customers to obtain patches, upgrades, and new releases of software at no additional cost during the maintenance period.

NetApp offers a Non-Returnable Disk (NRD) maintenance plan. NRD may be purchased in conjunction with any maintenance offering, or as a stand-alone supplement to NetApp's standard warranty. When NRD is purchased, NetApp will replace a failed disk without requiring the customer to return the failed disk to NetApp.

With the purchase of installation, NetApp will install and connect the equipment purchased to the customer's network and ensure all the ordered software is enabled. This is a one-time charge.

All maintenance pricing is directly calculated based upon the list price of the equipment that is being covered using the percentages shown in the table below. The maintenance pricing will change as the equipment configuration changes, or the maintenance plan is changed.

The pricing shown in the table below is the percentage charged for 12 months of each service, with the exception of installation which is a one-time charge. Many services use more than one percentage to arrive at the maintenance price. For example, when a service includes HW, SW, and installation, the HW percentage will be applied to the applicable HW components of the quote, the SW percentage will be applied to the relevant SW components, etc. Installation charges are calculated on the hardware list price. NRD charges are calculated on the disk drive list price. The NetApp HW calculations do not include any cost for "minor" components such as power cords, cables, or equipment cabinets.

NetApp's maintenance may be purchased in monthly increments, and the annual percentages shown in the table below will be prorated according to the number of months being purchased.

Network Appliance, Inc. Hardware Maintenance, Software Maintenance, and Installation Pricing

Part Number	Description	Datafort &	Small Capacity	Medium/Large Capacity
		Lifetime	Systems	Systems
		Key	Pricing -	Pricing - Note
		Mgmt.	Note 1, 2,	1, 2, 3, 4, 5
			3, 4, 5	
CS-A2-4D	SupportEdge Standard w/ 4hr Parts Del	Note 56	Note 6	Note 6
CS-A2-4R	SupportEdge Standard Replace 4hr	Note 57	Note 7	Note 7
CS-A2-INST-4D	SupportEdge Standard w/ Inst 4hrPartsDel	Note 58	Note 8	Note 9
CS-A2-INST-4R	SupportEdge Standard Replace 4hr, Install	Note 59	Note 10	Note 11
CS-A2-INST-NBR	SupportEdge Standard Replace NBD, Install	Note 60	Note 12	Note 13
CS-A2-NBR	SupportEdge Standard Replace NBD	Note 61	Note 14	Note 14
CS-EXTENDED-WTY	Extended Warranty Services	3%	3.0%	3.0%
CS-EXTENDED-WTY-RENEWAL	HW Support,Ext.Warranty,NBD Delivery,Renewal	6%	6.0%	6.0%
CS-N-INST	NetApp Initial Installation	Note 84	Note 85	Note 86
CS-N-INST-SSP	NetApp Installation and SW Subscription Plan	Note 74	Note 39	Note 40
CS-NRD-FEE	Non Returnable Disk Fee	N/A	2.0%	2.0%
CS-N-SSP	NetApp SW Subscription Plan	Note 87	Note 87	Note 87
CS-N-SSP-NBD	NetApp NBD Parts Delivery and SW Subscription	Note 54	Note 54	Note 54
CS-O-2HR	SupportEdge Premium 7x24 2hr Onsite	Note 62	Note 15	Note 16
CS-O-4HR	SupportEdge Premium 7x24 4hr Onsite	Note 63	Note 17	Note 18
CS-O-NBD	SupportEdge Premium Next Bus Day Onsite	Note 64	Note 19	Note 20
CS-02-NOINSTALL-2HR	SupportEdge Premium 2hr Onsite, w/o Install	Note 88	Note 89	Note 89
CS-02-NOINSTALL-4HR	SupportEdge Premium 4hr Onsite, w/o Install	Note 90	Note 91	Note 91
CS-O2-NOINSTALL-NBD	SupportEdge Premium NBD Onsite, w/o Install	Note 92	Note 93	Note 93
CS-R-NRD-FEE	Non Returnable Disk Fee, Renewal	N/A	2.0%	2.0%
CS-S-2R	2hr Parts Replace HW Support	Note 94	Note 95	Note 95
CS-S-2R-INST	2hr Parts Replace and Installation	Note 65	Note 21	Note 22
CS-S-4D	4hr Parts Delivery HW Support	Note 96	Note 97	Note 97
CS-S-4D-INST	4hr Parts Delivery and Installation	Note 66	Note 23	Note 24
CS-S-4R	4hr Parts Replace HW Support	Note 98	Note 99	Note 99
CS-S-4R-INST	4hr Parts Replace and Installation	Note 67	Note 25	Note 26
CS-SEC-2D	SE Secure,7x24,2hr Parts Delivery	Note 68	Note 27	Note 28
CS-SEC-2HR	SupportEdge Secure 7x24 2hr Onsite	Note 69	Note 29	Note 30
CS-SEC-4D	SE Secure,7x24,4hr Parts Delivery	Note 70	Note 31	Note 32
CS-SEC-4HR	SupportEdge Secure 7x24 4hr Onsite	Note 71	Note 33	Note 34
CS-SEC-NBD	SupportEdge Secure Next Bus Day Onsite	Note 72	Note 35	Note 36
CS-SEC-NBDD	SE Secure, Next Bus Day Parts Delivery	Note 73	Note 37	Note 38
CS-S-INST	SupportEdge Initial Installation	Note 84	Note 85	Note 86
CS-S-INST-SSP	Installation and SW Subscription Plan	Note 74	Note 39	Note 40
CS-S-INST-SSP-2R	2hr Parts Replace Install and SW Subs	Note 75	Note 41	Note 42
CS-S-INST-SSP-4D	4hr Parts Delivery Install and SW Subs	Note 76	Note 43	Note 44
CS-S-INST-SSP-4R	4hr Parts Replace Install and SW Subs	Note 77	Note 45	Note 46
CS-S-INST-SSP-NBR	NBD Parts Replace Install and SW Subs	Note 78	Note 47	Note 48
CS-S-NBR	NBD Parts Replace HW Support	Note 100	Note 101	Note 101
CS-S-NBR-INST	NBD Parts Replace and Installation	Note 79	Note 49	Note 50
CS-S-SSP	SW Subscription Plan	12%	12.0%	12.0%

CS-S-SSP-2R	2hr Parts Replace and SW Subscription	Note 80	Note 51	Note 51
CS-S-SSP-4D	4hr Parts Delivery and SW Subscription	Note 81	Note 52	Note 52
CS-S-SSP-4R	4hr Parts Replace and SW Subscription	Note 82	Note 53	Note 53
CS-S-SSP-NBD	NBD Parts Delivery and SW Subscription	Note 54	Note 54	Note 54
CS-S-SSP-NBR	NBD Parts Replace and SW Subscription	Note 83	Note 55	Note 55

POS (Point-of-Sale) indicates the maint. is purchased with the equipment.

	centages are annual, except installation, which is each.
2 HW renewal mainte	nance after Year 3 is an additional 3% more than the years 4-5 POS percentages shown below.
	ercentages are applied to the applicable portions of each unique configuration.
-	is directly related to the level(s) of service selected (e.g. 4 Hour vs next Business Day),
covered.	hs purchased, and the specific hardware/software being
	entage is shown for upgrades. The actual percentage is the difference between the current service
	the new upgraded hardware service percentage.
	% per year for years 1-3, 4.68% per year for years 4-5 at POS, and SW support is 12% per year.
	% per year for years 1-3, 6.36% per year for years 4-5 at POS, and SW support is 12% per year.
	% per year for years 1-3, 4.68% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-tim	
9. HW support is 1.68%	% per year for years 1-3, 4.68% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-tim	
	% per year for years 1-3, 6.36% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-tim	ne. 6% per year for years 1-3, 6.36% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-tim	
	3% per year for years 1-3, 5.69% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-tim	
13. HW support is 2.69	9% per year for years 1-3, 5.69% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-tim	
	9% per year for years 1-3, 5.69% per year for years 4-5 at POS, and SW support is 12% per year.
	6% per year for years 1-3, 11.66% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-tim	ne. 6% per year for years 1-3, 11.66% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-tim	
	5% per year for years 1-3, 9.25% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-tim	
	5% per year for years 1-3, 9.25% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-tim	
	3% per year for years 1-3, 8.58% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-tim	
installation is 3% one-tim	3% per year for years 1-3, 8.58% per year for years 4-5 at POS, SW support is 12% per year, and
	3% per year for years 1-3, 8.78% per year for years 4-5 at POS, and installation is 6% one-time.
	3% per year for years 1-3, 8.78% per year for years 4-5 at POS, and installation is 3% one-time.
	3% per year for years 1-3, 4.68% per year for years 4-5 at POS, and installation is 6% one-time.
	3% per year for years 1-3, 4.68% per year for years 4-5 at POS, and installation is 3% one-time.
	% per year for years 1-3, 6.36% per year for years 4-5 at POS, and installation is 6% one-time.
	% per year for years 1-3, 6.36% per year for years 4-5 at POS, and installation is 3% one-time.
	5% per year for years 1-3, 0.30% per year for years 4-5 at POS, and installation is 5% one-time.
	5% per year for years 1-3, 8.95% per year for years 4-5 at POS, and SW support is 12% per year.
	33% per year for years 1-3, 13.63% per year for years 4-5 at POS, SW support is 12% per year, and

30. HW support is 10.63% per ye installation is 3% one-time.	ear for years 1-3, 13.63% per year for years 4-5 at POS, SW support is 12% per year, and
	ar for years 1-3, 7.25% per year for years 4-5 at POS, and SW support is 12% per year.
	ar for years 1-3, 7.25% per year for years 4-5 at POS, and SW support is 12% per year.
	ar for years 1-3, 10.65% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-time.	
34. HW support is 7.65% per yea	ar for years 1-3, 10.65% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-time	fervices 4.0.0.00/ nervices fervices 4.5 at DOC. CM connect is 400/ nervices, and installation
is 6% one-time.	r for years 1-3, 9.8% per year for years 4-5 at POS, SW support is 12% per year, and installatio
36. HW support is 6.8% per year	r for years 1-3, 9.8% per year for years 4-5 at POS, SW support is 12% per year, and installatio
is 3% one-time.	ar for years 1-3, 6.83% per year for years 4-5 at POS, and SW support is 12% per year.
	ar for years 1-3, 6.83% per year for years 4-5 at POS, and SW support is 12% per year.
	or years 4-5 at POS, SW support is 12% per year, and installation is 6% one-time.
	or years 4-5 at POS, SW support is 12% per year, and installation is 3% one-time.
41. HW support is 5.78% per yea	ar for years 1-3, 8.78% per year for years 4-5 at POS, SW support is 12% per year, and
42. HW support is 5.78% per yea	ar for years 1-3, 8.78% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-time.	
	ar for years 1-3, 4.68% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-time.	ar for years 1-3, 4.68% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-time.	
	ar for years 1-3, 6.36% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 6% one-time.	
	ar for years 1-3, 6.36% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-time.	
installation is 6% one-time.	ar for years 1-3, 5.69% per year for years 4-5 at POS, SW support is 12% per year, and
	ar for years 1-3, 5.69% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 3% one-time.	
49. HW support is 2.69% per yea	ar for years 1-3, 5.69% per year for years 4-5 at POS, and installation is 6% one-time.
50. HW support is 2.69% per year	ar for years 1-3, 5.69% per year for years 4-5 at POS, and installation is 3% one-time.
51. HW support is 5.78% per yea	ar for years 1-3, 8.78% per year for years 4-5 at POS, and SW support is 12% per year.
52. HW support is 1.68% per yea	ar for years 1-3, 4.68% per year for years 4-5 at POS, and SW support is 12% per year.
53. HW support is 3.36% per yea	ar for years 1-3, 6.36% per year for years 4-5 at POS, and SW support is 12% per year.
54. HW support is 3% per year for	or years 4-5 at POS and SW support is 12% per year.
55. HW support is 2.69% per year	ar for years 1-3, 5.69% per year for years 4-5 at POS, and SW support is 12% per year.
56. HW support is 8% for per year	ar for years 1-3, 11% per year for years 4-5 at POS, and SW support is 12% per year.
57. HW support is 12% per year	for years 1-3, 15% per year for years 4-5 at POS, and SW support is 12% per year.
·· · · ·	or years 1-3, 11% per year for years 4-5 at POS, SW support is 12% per year, and installation i
10% one-time.	
	for years 1-3, 15% per year for years 4-5 at POS, SW support is 12% per year, and installation
is 10% one-time.	
60. HW support is 10.4% per yea	ar for years 1-3, 13.4% per year for years 4-5 at POS, SW support is 12% per year, and
	ar for years 1-3, 13.4% per year for years 4-5 at POS, and SW support is 12% per year.
62. HW support is 19.2% per year	ar for years 1-3, 22.2% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 10% one-time.	
63. HW support is 16.7% per yea installation is 10% one-time.	ar for years 1-3, 19.7% per year for years 4-5 at POS, SW support is 12% per year, and
	for years 1-3, 18% per year for years 4-5 at POS, SW support is 12% per year, and installation
is 10% one-time.	
65. HW support is 14.4% per yea	ar for years 1-3, 17.4% per year for years 4-5 at POS, and installation is 10% one-time.
	or years 1-3, 11% per year for years 4-5 at POS, and installation is 10% one-time.
67 HW support is 12% per year	for years 1-3, 15% per year for years 4-5 at POS, and installation is 10% one-time.

68. HW support is 14% per year for years 1-3, 17% per year for years 4-5 at POS, and SW support is 12% per year.
69. HW support is 23% per year for years 1-3, 26% per year for years 4-5 at POS, SW support is 12% per year, and installation is 10% one-time.
70. HW support is 12% per year for years 1-3, 15% per year for years 4-5 at POS, and SW support is 12% per year.
71. HW support is 20% per year for years 1-3, 23% per year for years 4-5 at POS, SW support is 12% per year, and installation is 10% one-time.
72. HW support is 18% per year for years 1-3, 21% per year for years 4-5 at POS, SW support is 12% per year, and installation is 10% one-time.
73. HW support is 10% per year for years 1-3, 13% per year for years 4-5 at POS, and SW support is 12% per year.
74. HW support is 3% per year for years 4-5 at POS, SW support is 12% per year, and installation is 10% one-time.
75. HW support is 14.4% per year for years 1-3, 17.4% per year for years 4-5 at POS, SW support is 12% per year, and
installation is 10% per year
76. HW support is 8% per year for years 1-3, 11% per year for years 4-5 at POS, SW support is 12% per year, and installation i 10% one-time.
77. HW support is 12% per year for years 1-3, 15% per year for years 4-5 at POS, SW support is 12% per year, and installation is 10% one-time.
78. HW support is 10.4% per year for years 1-3, 13.4% per year for years 4-5 at POS, SW support is 12% per year, and installation is 10% one-time.
79. HW support is 10.4% per year for years 1-4, 13.4% per year for years 4-5 at POS, and installation is 10% one-time.
80. HW support is 14.4% per year for years 1-3, 17.4% per year for years 4-5 at POS, and SW support is 12% per year.
81. HW support is 8% per year for years 1-3, 11% per year for years 4-5 at POS, and SW support is 12% per year.
82. HW support is 12% per year for years 1-3, 15% per year for years 4-5 at POS, and SW support is 12% per year.
83. HW support is 10.4% per year for years 1-3, 13.4% per year for years 4-5 at POS, and SW support is 12% per year.
84. HW support is 3% per year for years 4-5 at POS and installation is 10% one-time
85. HW support is 3% per year for years 4-5 at POS and installation is 6% one-time.
86. HW support is 3% per year for years 4-5 at POS and installation is 3% one-time.
87. HW support is 3% per year for years 4-5 at POS and SW support is 12% per year.
88. HW support is 19.2% per year for years 1-3, 22.2% per year for years 4-5 at POS, SW support is 12% per year.
89. HW support is 8.66% per year for years 1-3, 11.66% per year for years 4-5 at POS, SW support is 12% per year.
90. HW support is 16.7% per year for years 1-3, 19.7% per year for years 4-5 at POS, SW support is 12% per year.
91. HW support is 6.25% per year for years 1-3, 9.25% per year for years 4-5 at POS, SW support is 12% per year.
92. HW support is 15% per year for years 1-3, 18% per year for years 4-5 at POS, SW support is 12% per year.
year.
93. HW support is 5.58% per year for years 1-3, 8.58% per year for years 4-5 at POS, SW support is 12% per year.
94. HW support is 14.4% per year for years 1-3 and 17.4% per year for years 4-5 at POS.
95. HW support is 5.78% per year for years 1-3 and 8.78% per year for years 4-5 at POS.
96. HW support is 8% per year for years 1-3 and 11% per year for years 4-5 at POS.
97. HW support is 1.68% per year for Years 1-3 and 4.68% per year for years 4-5 at POS.
98. HW support 12% per year for years 1-3 and 15% per year for years 4-5 at POS.
99. HW support is 3.36% per year for years 1-3 and 6.36% per year for years 4-5 at POS.
100. HW support is 10.4% for years 1-3 and 13.4% for years 4-5 at POS.
101. HW Support is 2.69% for years 1-3 and 5.69% for years 4-5 at POS.

Part Number	Description	Datafort & Lifetime Key Mgmt.	Small Capacity Systems Pricing - Note 1, 2, 3, 4, 5	Medium/Large Capacity Systems Pricing - Note 1, 2, 3, 4, 5
CS-UPL-A2-4D	Upgrade to SupportEdge Standard 4hr Parts Del	8.00%	1.68%	1.68%
CS-UPL-A2-4R	Uplift to Standard Replace 4hr	12.00%	3.36%	3.36%
CS-UPL-A2-NBDR	Uplift to Standard Replace Next Bus Day	10.40%	2.69%	2.69%

nium 2hr 19.20% nium 4hr 16.70% nium NBD 15.00%	8.66% 6.25% 5.58%	8.66% 6.25%
	0.2070	6.25%
nium NBD 15.00%	5 58%	
	0.0070	5.58%
14.40%	5.78%	5.78%
8.00%	1.68%	1.68%
12.00%	3.36%	3.36%
re 2hr Delivery 14.00%	5.95%	5.95%
re 2hr Onsite 23.00%	10.63%	10.63%
re 4hr Delivery 12.00%	4.25%	4.25%
re 4hr Onsite 20.00%	7.65%	7.65%
re NBD Onsite 18.00%	6.80%	6.80%
re NBD Delivery 10.00%	3.83%	3.83%
e 10.40%	2.69%	2.69%
	14.40% 8.00% 12.00% re 2hr Delivery 14.00% re 2hr Onsite 23.00% re 4hr Delivery 12.00% re 4hr Onsite 20.00% re NBD Onsite 18.00% re NBD Delivery 10.00%	14.40% 5.78% 8.00% 1.68% 12.00% 3.36% re 2hr Delivery 14.00% 5.95% re 2hr Onsite 23.00% 10.63% re 4hr Delivery 12.00% 4.25% re 4hr Onsite 20.00% 7.65% re NBD Onsite 18.00% 6.80% re NBD Delivery 10.00% 3.83%

EMC Maintenance Pricing

Discount Class	Product Categories	HW maintenance renewal - GSA
	HARDWARE CORE	
Class A Hardware	Enterprise (Symmetrix)	4%
Class B Hardware	Mid-Tier (CLARiiON, Celerra, Centera)	4%
Class C Hardware	Connectrix	4%
Class UM-H Hardware	Unified Mid Tier (VNX)	4%
Class UM Hardware	Unified Mid Tier (VNX)	4%
Class UE Hardware	Unified entry level (VNX)	4%
Class EN-H	VMAX Hardware	4%
Class E	3rd Party	4%
Class CL-e	VMAX Cloud Edition	4%
XT	XIO	4%
Class J	Sever Flash AX/NX, Insignia	4%
Class K	Select	4%
Class VPLEX	VPLEX HW,SW, Maintenance	4%
Class IS	Isilon	4%
	SOFTWARE CORE	
Class D1 Software	Enterprise Platform	n/a
Class D2 Software	Mid Tier Platform	n/a
Class D3 Software	Multi-Platform/Open	n/a
Class UM-S Software	Unified Mid Tier (VNX)	n/a
Class UM Software	Unified Mid Tier (VNX)	n/a
Class UE Software	Unified entry level (VNX)	n/a
Class EN-S	VMAX Software	n/a
Class V	Vipr	n/a
	BRS	
Class PH Hardware	Data Domain High End	21%
Class PM Hardware	Data Domain Mid Range	21%
Class PE Hardware	Data Domain Entry Level	21%

Class DH Software	BRS SW High End	n/a
Class DM Software	BRS SW Mid Range	n/a
Class DE Software	BRS SW Entry Level	n/a
	Maintenance	
Class H	Core SW Maintenance	n/a
Class H-U	Unified Mid Tier (VNX) SW Maintenance	n/a
Class H-UE	Unified entry level (VNX) SW Maintenance	n/a
Class UM Support	Unified Mid Tier (VNX)	n/a
EN-SM	VMAX Software Maintenance	n/a
G	Core HW Maintenance	n/a
G-U	Unified Mid Tier (VNX) HW Maintenance	n/a
G-UE	Unified entry level (VNX) HW Maintenance	n/a
EN-HM	VMAX Hardware Maintenance	n/a
Class H	BRS SW maintenance	n/a
Class G	BRS HW maintenance	n/a
Class V	ViPR Software support	n/a
Class H3	Software Maintenance Multi- Platform/Open	n/a
Class IS	Isilon HW, SW support	n/a
	Services	
Class F1	Level 1 Services	n/a
Class F2	Level 1 Services & custom Professional services	n/a

			Maint %
Price Category	Product Code	Description	of Product List Price
		Product New Support (excluding CacheFlow)	
М	Standard	End Customer Support, Level 1->3 Software Support & Return to Factory Hardware Support	11.96%
М	Standard Plus	End Customer Support, Level 1->3 Software Support & Same Day Shipment Hardware Support	13.80%
М	Advanced	End Customer Support, Level 1->3 Software Support & Next Business Day Delivery Hardware Support	15.64%
М	Onsite Advanced	End Customer Support, Level 1->3 Software Support & Next Business Day Delivery Hardware Support with Onsite Technician	17.48%
М	Premium	End Customer Support, Level 1->3 Software Support & 9x5x4 Hour Parts Replacement Hardware Support	18.40%
М	Premium Plus	End Customer Support, Level 1->3 Software Support & 24x7x4 Hour Parts Replacement Hardware Support	21.16%
М	Onsite Premium	End Customer Support, Level 1->3 Software Support & 9x5x4 Hour Parts Replacement Hardware Support with Onsite Technician	20.24%
М	Onsite Premium Plus	End Customer Support, Level 1->3 Software Support & 24x7x4 Hour Parts Replacement Hardware Support with Onsite Technician	23.00%
М	Software Support	End Customer Support, Level 1->3 Software Support	11.04%
Softwa	are Product	New Support (Applies to Perpetual Licenses for BCWF, SWG VA and Direct	or VA)
М	SW Product Support	End Customer Software Product Support, Level 1->3	16.56%
		Hardware Only Product New Support (excluding CacheFlow)	
separately)	. HW suppor	only support does not come with Software (SW) support (this must be pure t does not allow for any download or upload capabilities for your HW (this SW support entitlement).	
М	Standard HW	End Customer Support, Return to Factory Hardware Support	0.92%
Μ	Standard Plus HW	End Customer Support, Same Day Shipment Hardware Support	2.76%
М	Advanced HW	End Customer Support, Next Business Day Delivery Hardware Support	4.60%

BLUECOAT MAINTENANCE PRICING

Μ	Onsite Advanced HW	End Customer Support, Next Business Day Delivery Hardware Support with Onsite Technician	6.44%
М	Premium HW	End Customer Support, 9x5x4 Hour Parts Replacement Hardware Support	7.36%
М	Premium Plus HW	End Customer Support, 24x7x4 Hour Parts Replacement Hardware Support	10.12%
Μ	Onsite Premium HW	End Customer Support, 9x5x4 Hour Parts Replacement Hardware Support with Onsite Technician	9.20%
Μ	Onsite Prem Plus HW	End Customer Support, 24x7x4 Hour Parts Replacement Hardware Support with Onsite Technician	11.969
		Product Renewal Support (excluding CacheFlow)	
М	R- Standard	Renewal Service, End Customer Support, Level 1->3 Software Support & Return to Factory Hardware Support	11.969
М	R- Standard Plus	Renewal Service, End Customer Support, Level 1->3 Software Support & Same Day Shipment Hardware Support	13.809
М	R- Advanced	Renewal Service, End Customer Support, Level 1->3 Software Support & Next Business Day Delivery Hardware Support	15.649
Μ	R-Onsite Advanced	Renewal Service, End Customer Support, Level 1->3 Software Support & Next Business Day Delivery Hardware Support with Onsite Technician	17.489
Μ	R- Premium	Renewal Service, End Customer Support, Level 1->3 Software Support & 9x5x4 Hour Parts Replacement Hardware Support	18.409
М	R- Premium Plus	Renewal Service, End Customer Support, Level 1->3 Software Support & 24x7x4 Hour Parts Replacement Hardware Support	21.169
Μ	R-Onsite Premium	Renewal Service, End Customer Support, Level 1->3 Software Support & 9x5x4 Hour Parts Replacement Hardware Support with Onsite Technician	20.249
М	R-Onsite Premium Plus	Renewal Service, End Customer Support, Level 1->3 Software Support & 24x7x4 Hour Parts Replacement Hardware Support with Onsite Technician	23.009
Μ	R- Software Support	Renewal Service, End Customer Support, Level 1->3 Software Support	11.049
Softwa	re Product Re	enewal Support (Applies to Perpetual Licenses for BCWF, SWG VA and Dire	ector VA)
Μ	R-SW Product Support	Renewal Service, End Customer Software Product Support, Level 1->3	16.569
	H	lardware Only Product Renewal Support (excluding CacheFlow)	
eparatel	y). HW suppor	only support does not come with Software (SW) support (this must be pur t does not allow for any download or upload capabilities for your HW (this SW support entitlement).	

М	R- Standard HW	Renewal Service, End Customer Support, Return to Factory Hardware Support	0.92%
М	R- Standard Plus HW	Renewal Service, End Customer Support, Same Day Shipment Hardware Support	2.76%
М	R- Advanced HW	Renewal Service, End Customer Support, Next Business Day Delivery Hardware Support	4.60%
М	R-Onsite Advanced HW	Renewal Service, End Customer Support, Next Business Day Delivery Hardware Support with Onsite Technician	6.44%
М	R- Premium HW	Renewal Service, End Customer Support, 9x5x4 Hour Parts Replacement Hardware Support	7.36%
М	R- Premium Plus HW	Renewal Service, End Customer Support, 24x7x4 Hour Parts Replacement Hardware Support	10.12%
М	R-Onsite Premium HW	Renewal Service, End Customer Support, 9x5x4 Hour Parts Replacement Hardware Support with Onsite Technician	9.20%
М	R-Onsite Prem Plus HW	Renewal Service, End Customer Support, 24x7x4 Hour Parts Replacement Hardware Support with Onsite Technician	11.96%

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), AND PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

<u>NetApp:</u>

Contractor shall only tender for acceptance those items that substantially conform to **NetApp**'s then-current published specifications and items shipped shall be deemed accepted upon delivery. Items shipped may be exchanged or repaired as required during the applicable **NetApp** warranty period.

Websense

Prior to Purchase, Websense makes no-charge evaluation licenses available. Once purchased, all products are deemed accepted upon delivery of the activation key.

Blue Coat:

All Blue Coat items shipped shall be deemed accepted upon delivery. Hardware items shipped may be repaired or replaced in accordance with Blue Coat's warranty within the warranty period. Software items delivered may be remedied by Blue Coat in accordance with Blue Coat's warranty within the warranty period. Blue Coat's warranties are as set forth in its GSA License Agreement attached hereto.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

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

<u>NetApp:</u>

All **NetApp** software licenses provided by Contractor are subject to **NetApp**'s Standard End User License Agreement, attached to this Agreement. The warranty provisions are excerpted below.

"NetApp warrants that the Software, in the form originally licensed or downloaded by Ordering activity, and under normal use and conditions, will materially conform to then-current Documentation, and its media will be free from defects in workmanship, for a period of ninety (90) days from the earlier of ordering activity's receipt of the Software or the date of delivery of the Software to Ordering activity. This warranty covers only problems that are reproducible and verifiable, and does not cover software, or other items or any services provided by any persons other than NetApp or its authorized resellers and agents. Maintenance and support, if any, are governed by a separate agreement. NetApp does not provide support or maintenance services for software acquired from a party other than **NetApp**. Ordering activity must obtain support or maintenance services for third party software from the third party licensor or its third party representatives. Software which has been abused, misused, damaged in transport, modified, or subjected to unauthorized use or installation, as determined by **NetApp**, shall void this warranty. **NetApp**'s sole obligation and ordering activity's exclusive remedy under the limited warranties above shall be replacement of the Software provided that ordering activity return the Software to **NetApp** with a copy of ordering activity's receipt or other such acceptable proof of purchase.

EXCEPT FOR THE LIMITED WARRANTIES ABOVE, NETAPP AND ITS LICENSORS, DISTRIBUTORS AND RESELLERS MAKE NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SOFTWARE AND EVALUATION SOFTWARE. NETAPP AND ITS LICENSORS', DISTRIBUTORS' AND RESELLERS' LIABILITY WITH RESPECT TO THE SOFTWARE UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY IS LIMITED EXCLUSIVELY TO SOFTWARE REPLACEMENT. THE SOFTWARE, EVALUATION SOFTWARE AND THE ACCOMPANYING DOCUMENTATION ARE PROVIDED WITHOUT THE WARRANTIES OF TITLE, ACCURACY, QUIET ENJOYMENT, CORRESPONDENCE TO DESCRIPTION, NONINFRINGEMENT, OR WARRANTY THAT THE SOFTWARE IS ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES; THESE LIMITATIONS MAY NOT APPLY TO ORDERING ACTIVITY.

Fortinet

One Year warranty

<u>Blue Coat</u>

Blue Coat's warranties are as set forth in its GSA License Agreement, which is attached hereto, relevant portions of which include the following:

Hardware. Blue Coat warrants that Hardware will be free from material defects in manufacturing and materials and perform substantially in conformance with their published specifications in the documentation for a period of twelve (12) months from shipment. Customer's exclusive remedy and Blue Coat's sole liability for breach of this warranty is that Blue Coat will repair or replace any such non-conforming or defective Hardware. If the Hardware fails during the warranty period, Customer shall promptly notify its reseller of the warranty claim for processing through Blue Coat via standard RMA Procedures as set forth in the attached Exhibit B, and Blue Coat will repair or replace the Product in accordance with the applicable warranty procedures. Blue Coat warrants replacement Hardware for a period of ninety (90) days from shipment. Prior to returning any Hardware to Blue Coat, Customer shall completely erase all of Customer's confidential information from any storage media. Replacement products and parts, including parts used in hardware repair, may be new or refurbished in Blue Coat's sole discretion. The warranties set forth herein shall not apply in the event of improper installation, use other than in accordance with the instructions in the associated documentation, or unauthorized modification, alteration, addition or attempts to repair the Hardware.

<u>Software</u>. Blue Coat warrants that Software will substantially conform to the published specifications contained in the associated documentation for a period of ninety (90) days from the time the Software is shipped or made available for download to Customer. At Blue Coat's own expense and as its sole obligation and Customer's exclusive remedy for any breach of the foregoing warranty, Blue Coat shall use commercially reasonable efforts or endeavors to remedy any significant reproducible error in the Software that is reported to Blue Coat within the warranty period that Blue Coat can reasonably identify and confirm. The warranty set forth herein shall not apply in the event of improper installation, use other than in accordance with the instructions in the documentation, or unauthorized modification, alteration, addition or attempts to repair the Software.

WEBSENSE

Limited Warranty.

For the Subscription Term, Websense warrants that the Products will operate in substantial conformance with the then-current Websense published documentation under normal use. Websense does not warrant that: (A) the Products will (i) be free of defects, (ii) satisfy Subscriber's requirements, (iii) operate without interruption or error, (iv) always locate or block access to or transmission of all desired addresses, emails, Malware, applications and/or files, or (v) identify every transmission or file that should potentially be located or blocked; or (B) data contained in the Databases will (i) appropriately categorized or (ii) that the algorithms used in the Products will be complete or accurate.

Websense will use reasonable efforts to remedy any significant non-conformance in the Products which is reported to Websense and that Websense can reasonably identify and confirm. Websense at its discretion will repair or replace any such non-conforming or defective Products, or refund a pro-rate portion of the unused Subscription Fees paid for the remainder of the then-current term. This paragraph sets forth Subscriber's sole and exclusive remedy and Websense's entire liability for any breach of warranty or other duty related to the Products. Any unauthorized modification of the Products, tampering with the Products, use of the Products inconsistent with the accompanying documentation or related breach of this Agreement voids the warranty. EXCEPT AS EXPLICITLY STATED AND TO THE EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS.

EMC

- 1. Except as otherwise agreed by EMC and the customer in a written agreement or as set forth below, the warranty duration for software provided under an agreement directly between EMC as licensor and the customer is ninety (90) days from the date of shipment, or the date of electronic availability, as applicable.
- 2. The warranty duration for Core Software (the programming or microcode firmware included by EMC with equipment to enable the equipment to perform is basic functions) is the same as the warranty duration of the equipment on which the Core Software is designed to operate.
- 3. The warranty duration for software (i) identified as "EMC Select;" or (ii) provided under a license agreement from an entity other than EMC, is as separately stated in the license agreement accompanying such software.
- 4. The foregoing warranty durations apply to software listed on orders submitted to EMC during the period in which the applicable warranty duration is in effect. EMC may change the warranty durations described above at any time and shall notify customer of such change via reposting to this site. However, any such change shall not apply to any software listed on an order referencing a valid EMC Quote that is dated prior to the date of such change.

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

<u>Blue Coat</u>: Blue Coat excludes and specifically disclaims certain warranties, as set forth in its GSA License Agreement attached hereto, relevant portions of which include the following:

EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 11.1 AND 11.2, CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING AS TO, BUT NOT LIMITED TO MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSES, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CUSTOMER ACKNOWLEDGES AND AGREES THAT BLUE COAT DOES NOT WARRANT THAT: (A) THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (B) THE PRODUCTS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; (C) THE PRODUCTS, AS APPLICABLE, WILL ALWAYS BLOCK ACCESS TO THE ADDRESSES AND APPLICATIONS THAT ARE CONTAINED THEREIN; (D) THE PRODUCTS, AS APPLICABLE, WILL CONTAIN EVERY FORESEEABLE URL ADDRESS, VIRUS OR APPLICATION THAT SHOULD POTENTIALLY BE BLOCKED; (E) ADDRESSES, PATTERN FILES AND APPLICATIONS CONTAINED IN THE PRODUCTS, AS APPLICABLE, WILL BE APPROPRIATELY CATEGORIZED; (F) THE BC DATA WILL BE ACCURATE OR COMPLETE; OR (G) THE FEATURES, CATEGORIES, OR FUNCTIONALITIES OF THE PRODUCTS WILL BE AVAILABLE AT ANY TIME IN THE FUTURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS (i) DO NOT VERIFY THE VALIDITY OF CERTIFICATES FOR WEBSITES IF CUSTOMER ENABLES SSL INSPECTION FUNCTIONALITY AND (ii) MAY DELIVER WEBSITES WITHOUT NOTIFYING CUSTOMER IF THE WEBSITE CERTIFICATES HAVE EXPIRED OR ARE OTHERWISE INVALID, AND THAT BLUE COAT HAS NO LIABILITY FOR EACH OF THE FOREGOING.

Websense: Contractor does not warrant merchantability or fitness for a particular purpose.

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.

<u>NETAPP</u>

Limitation of Liability: THE TOTAL LIABILITY OF NETAPP, ITS DISTRIBUTORS AND RESELLERS FOR ANY DAMAGE OR CLAIM ARISING FROM USE OF THE SOFTWARE OR THE ACCOMPANYING DOCUMENTATION SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$100.00, WHICHEVER IS GREATER. NETAPP AND ITS DISTRIBUTORS AND RESELLERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES; LOST OR CORRUPTED DATA, LOSS OF PROFITS, SAVINGS, OR REVENUES; PROCUREMENT OF SUBSTITUTE GOODS. INTERRUPTION OF BUSINESS, OR FOR ANY OCCURRENCE BEYOND THEIR CONTROL, RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA. IN NO EVENT SHALL NETAPP'S LICENSORS BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHICH SHALL INCLUDE WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

<u>Blue Coat</u>: Blue Coat disclaims certain liabilities and damages as set forth in its GSA License Agreement, which is attached hereto, relevant portions of which include the following:

BLUE COAT WILL HAVE NO LIABILITY WHATSOEVER AND SPECIFICALLY EXCLUDES LIABILITY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS, (B) LOSS OF PROFITS, (C) LOSS OF DATA, (D) BUSINESS INTERRUPTION) AND (E) COSTS OF PROCURING SUBSTITUTE GOODS, SOFTWARE OR SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

BLUE COAT'S MAXIMUM LIABILITY WHETHER FOR BREACH OF THIS AGREEMENT OR IN TORT (INCLUDING NEGLIGENCE) OR FOR ANY OTHER COMMON LAW OR STATUTORY CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED IN THE AGGREGATE TO TWO TIMES THE FEES PAID FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH LIABILITY. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by Blue Coat's negligence; (2) for fraud; (3) for express remedies under the law that expressly supersede the terms of this Agreement; or (4) for any other matter for which liability cannot be excluded by law.

Websense:

Limitation of Liability: WEBSENSE, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO CLAIMS FOR LOSS OF DATA, GOODWILL, OPPORTUNITY, REVENUE, PROFITS, OR USE OF THE PRODUCTS, INTERRUPTION IN USE OF AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF WEBSENSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WEBSENSE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY SUBSCRIBER TO WEBSENSE FOR THE APPLICABLE PRODUCTS OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

NetApp: For assistance and guidance regarding implementation of the software, please see Contractor or the authorized **NetApp** partner from which the software was purchased. Technical support for an ordering activity that has purchased **NetApp** support can be reached at 888-4**NETAPP** 24 hours per day, 7 days per week, 365 days per year so long as the product is under warrantee or the ordering entity has purchased support services.

<u>Blue Coat:</u> 866-36-BCOAT 8am to 5pm (Pacific Time). Technical support is subject to the purchase of support services pursuant to a support services agreement.

Websense: 858-458-2940 - 5:00 A.M. - 5:00 P.M. Pacific Time.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

X

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service. Software Maintenance as a product is billed at the time of purchase.

Websense

Technical Support. Standard technical support includes online website and/or portal access, telephone support during business hours, and Software Upgrades for the Products during the Subscription Term upon payment of the Subscription Fees. Database Updates and Software Upgrades will be provided to Subscriber only if Subsciber has paid the appropriate Subscription Fees for all Seats and/or servers. Standard technical support is provided pursuant to the terms of this Agreement and the then-current technical support policies at:

<u>http://www.websense.com/content/Assets/PDF/Websense Global Technical Support Users Guide.pdf</u>. Websense may require Subscriber to install Software Upgrades up to and including the latest release. Enhanced support offerings and services (including installation, deployment, and consulting services) are only available for additional cost and are also subject to the terms of this Agreement.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

<u>NetApp:</u>

Software maintenance services shall be made available by Contractor to the ordering activity at the prices listed in the pricelist subject to NetApp's standard commercial terms and conditions for Support Services, provided in "*NetApp Support Offering Standard Terms and Conditions – North America*" available at http://www.netapp.com/us/how-to-buy/stc.html:

<u>Blue Coat</u>: maintenance is subject to the purchase of support pursuant to a support services agreement. Fees for support services are due and payable in advance.

Websense: fees for support services are due and payable in advance at the beginning of the subscription term.

5. PERIODS OF TERM LICENSES (132-32)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

6. UTILIZATION LIMITATIONS - (132-32, 132-33)

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering

activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

Exception: NetApp software provided by Contractor shall not be used on a sharing basis between multiple agencies; the software is keyed to the device upon which it operates and cannot be transferred or relocated to other equipment.

Exception: Websense: The websense products are provided for the number of Seats for use in Subscriber's own internal business operations (not for the benefit of any other person or entity) for the time period set forth herein or in the applicable order, provided Subscriber has and continues to pay the applicable fees for the products. Subscriber may relocate or transfer the Product for use on a different server within its location provided it is otherwise in compliance with the Websense commercial end user subscription agreement. "Seat" means each computer, electronic appliance or device that is authorized to access or use the products, directly or indirectly. Subscriber may only exceed the number of ordered Seats if Subscriber increases its order and pays additional fees.

Blue Coat:

Software provided by Blue Coat shall not be shared between multiple agencies, and should only be used by the ordering activity for which it was licensed.

(3) Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

Exception: Websense: Subscriber may allow its agents and independent contractors to use the Websense products solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for any breach of the Websense commercial end user subscription agreement. Any other use of the products by any person, business, corporation, government organization or any other entity is prohibited under the Websense commercial end user subscription agreement.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

Exception: NetApp software and documentation provided by Contractor shall only be modified or combined with other software to the extent expressly permitted in the standard commercial end user license agreement accompanying the software.

Exception: Websense: The products provided by Websense are governed exclusively by the Websense commercial end user subscription agreement accompanying the products. Ordering activity may only copy, transfer, combine, or modify the software as expressly allowed by the Websense commercial end user subscription agreement, and only to the extent ordering activity is otherwise in compliance with the Websense commercial end user subscription agreement.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

NetApp software provided by Contractor are governed exclusively by **NetApp**'s standard commercial End User License Agreement – attached to this agreement and accompanying the software – except that the provisions of (1) – (4) of this clause "Utilization Limitation" will apply with the exceptions that **NetApp** software and documentation may not be used on a sharing basis and may only be modified or combined with other software to the extent expressly permitted in the standard commercial end user license agreement accompanying the software.

<u>Websense</u> products are governed exclusively by the Websense commercial end user subscription agreement accompanying the products, and attached here for reference (Attachment I)

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

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Conversion credits are not applicable to Vericept software as the product is based on one operating system.

Exception NetApp: Conversion credits are not applicable to **NetApp** software provided by Contractor as the software is based on one operating system.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

Blue Coat:

Blue Coat product information and documentation can be found on the Blue Coat website at <u>https://bto.bluecoat.com/documentation.</u>

9. RIGHT-TO-COPY PRICING

Not available.

WEBSENSE MAINTENANCE PRICING

PSE-Y-CP12-N	PREMIUM SUPPORT FOR EMAIL SECURITY GATEWAY, 12 MO, NEW 1001 + SEATS	15% of license costs	US	Websense
PSE-Y-CP12-R	PREMIUM SUPPORT FOR EMAIL SECURITY GATEWAY, 12 MO, RENEW 1001 + SEATS	15% of license costs	US	Websense
PSE-Y-CP36-N	PREMIUM SUPPORT FOR EMAIL SECURITY GATEWAY, 36 MO, NEW 1001 + SEATS	15% of license costs	US	Websense
PSE-Y-CP36-R	PREMIUM SUPPORT FOR EMAIL SECURITY GATEWAY, 36 MO, RENEW 1001 + SEATS	15% of license costs	US	Websense
PST-Y-CP12-N	PREMIUM SUPPORT FOR TRITON, 12 MO, NEW 1001+ SEATS	15% of total product cost	US	Websense
PST-Y-CP12-R	PREMIUM SUPPORT FOR TRITON, 12 MO, RENEW 1001+ SEATS	15% of total product cost	US	Websense
PST-Y-CP36-N	PREMIUM SUPPORT FOR TRITON, 36 MO, NEW 1001+ SEATS	15% of total product cost	US	Websense
PST-Y-CP36-R	PREMIUM SUPPORT FOR TRITON, 36 MO, RENEW 1001+ SEATS	15% of total product cost	US	Websense
PSA-Y-CP12-N	Websense Premium Support for Web Security Anywhere 12Mo. New License; 1001+ seats	15% of Total Product Cost	US	Websense
PSA-Y-CP12-R	Websense Premium Support for Web Security Anywhere 12Mo. Renew License; 1001+ seats	15% of Total Product Cost	US	Websense
PSA-Y-CP36-N	Websense Premium Support for Web Security Anywhere 36Mo. New License; 1001+ seats	15% of Total Product Cost	US	Websense
PSA-Y-CP36-R	Websense Premium Support for Web Security Anywhere 36Mo. Renew License; 1001+ seats	15% of Total Product Cost	US	Websense
PSD-Y-CP12-N	Websense Premium Support for Data Security 12 Mo.New, 1001+ seats	15% of Total Product Cost	US	Websense
PSD-Y-CP12-R	Websense Premium Support for Data Security 12 Mo.Renew, 1001+ seats	15% of Total Product Cost	US	Websense
PSD-Y-CP36-N	Websense Premium Support for Data Security 36Mo. New License, 1001+ Seats	15% of Total Product Cost	US	Websense
PSD-Y-CP36-R	Websense Premium Support for Data Security 36Mo. Renew License, 1001+ Seats	15% of Total Product Cost	US	Websense
PSW-Y-CP12-N	Premium Support - Web Filtering Products - 12 mo. New license 1001+ seats	15% of Total Product Cost	US	Websense
PSW-Y-CP12-R	Premium Support - Web Filtering Products - 12 mo. Renew license 1001+ seats	15% of Total Product Cost	US	Websense
PSW-Y-CP-36-N	Premium Support - Web Filtering Products - 36 mo. New license 1001+ seats	15% of Total Product Cost	US	Websense
PSW-Y-CP-36-R	Premium Support - Web Filtering Products - 36 mo. Renew license 1001+ seats	15% of Total Product Cost	US	Websense
WSGARD-X- XX-N	WSGA REDUNDANCY Keys - NEW Licenses	25% of license cost	US	Websense
WSGARD-X- XX-R	WSGA REDUNDANCY Keys - RENEWAL Licenses	25% of license cost	US	Websense
PSM-Y-CP12-N	Websense Premium Support Messaging - 12 Mo.New Licenses Seat bands P-R (1001+ seats)	15% of total product/license cost	US	Websense
PSM-Y-CP12-N	Websense Premium Support Messaging - 12 Mo.Renew Licenses Seat bands P-R (1001+ seats)	15% of total product/license cost	US	Websense
PSM-Y-CP12-N	Websense Premium Support Messaging - 36 Mo.New Licenses Seat bands P-R (1001+ seats)	15% of total product/license cost	US	Websense
PSM-Y-CP12-N	Websense Premium Support Messaging - 36 Mo.Renew Licenses Seat bands P-R (1001+ seats)	15% of total product/license cost	US	Websense
PS-Z-CP12-N	Premuim Support for Web Filter and Web Security - 1001+ seats NEW	15% of Total List Subscription	US	Websense
PS-Z-CP12-R	Premuim Support for Web Filter and Web Security - 1001+ seats Renew	15% of Total List Subscription	US	Websense
PRT-Y-CP12-N	PREMIUM SUPPORT FOR TRITON, 12 MO, NEW 1001+ SEATS	15% of total product cost	US	Websense
PRT-Y-CP12-R	PREMIUM SUPPORT FOR TRITON, 12 MO, RENEW 1001+ SEATS	15% of total product cost	US	Websense
PRT-Y-CP36-N	PREMIUM SUPPORT FOR TRITON, 36 MO, NEW 1001+ SEATS	15% of total product cost	US	Websense
PRT-Y-CP36-R	PREMIUM SUPPORT FOR TRITON, 36 MO, RENEW 1001+ SEATS	15% of total product cost	US	Websense

oduct Categories RDWARE CORE rprise (Symmetrix) Tier (CLARiiON, Celerra, Centera) nectrix ied Mid Tier (VNX)	SW maintenance renewal - GSA n/a n/a n/a
rprise (Symmetrix) -Tier (CLARiiON, Celerra, Centera) nectrix ied Mid Tier (VNX)	n/a n/a
Tier (CLARiiON, Celerra, Centera) nectrix ied Mid Tier (VNX)	n/a n/a
nectrix ied Mid Tier (VNX)	n/a
ied Mid Tier (VNX)	
ied Mid Tier (VNX)	n/a
	n/a
ied entry level (VNX)	n/a
AX Hardware	n/a
Party	n/a
AX Cloud Edition	6%
	6%
er Flash AX/NX, Insignia	6%
ct	6%
EX HW,SW, Maintenance	6%
n	6%
FTWARE CORE	
rprise Platform	6%
Tier Platform	6%
ti-Platform/Open	6%
ied Mid Tier (VNX)	5%
ied Mid Tier (VNX)	6%
ied entry level (VNX)	6%
AX Software	6%
	6%
BRS	
Domain High End	21%
Domain Mid Range	21%
Domain Entry Level	21%
SW High End	9%
	Fied Mid Tier (VNX) Fied entry level (VNX) AX Hardware Party AX Cloud Edition AX Cloud Edition er Flash AX/NX, Insignia ct EX HW,SW, Maintenance n FTWARE CORE erprise Platform Tier Platform Tier Platform/Open Fied Mid Tier (VNX) Fied Mid Tier (VNX)

EMC MAINTENANCE PRICING

Class DM Software	BRS SW Mid Range	9%			
Class DE Software	BRS SW Entry Level	9%			
Maintenance					
Class H	Core SW Maintenance	n/a			
Class H-U	Unified Mid Tier (VNX) SW Maintenance	n/a			
Class H-UE	Unified entry level (VNX) SW Maintenance	n/a			
Class UM Support	Unified Mid Tier (VNX)	n/a			
EN-SM	VMAX Software Maintenance	n/a			
G	Core HW Maintenance	n/a			
G-U	Unified Mid Tier (VNX) HW Maintenance	n/a			
G-UE	Unified entry level (VNX) HW Maintenance	n/a			
EN-HM	VMAX Hardware Maintenance	n/a			
Class H	BRS SW maintenance	n/a			
Class G	BRS HW maintenance	n/a			
Class V	ViPR Software support	n/a			
Class H3	Software Maintenance Multi- Platform/Open	n/a			
Class IS	Isilon HW, SW support	n/a			
Services					
Class F1	Level 1 Services	n/a			
Class F2	Level 1 Services & custom Professional services	n/a			

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

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

Exception NetApp: Training on NetApp products and services may be provided by Contractor at an Authorized Training Partner's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

Exception NetApp: Training credits on NetApp products or services purchased or acquired by Ordering Activity shall expire without refund upon termination or renewal of this Contract.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

Exception NetApp: Purchaser's of NetApp products should contact their NetApp sales representative or Contractor regarding any refresher assistance pertaining to previously purchased training.

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

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

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

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

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

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

Not available

Fortinet Training Course Descriptions:

Principles of Network Security and FortiGate Configurations:

Introduction to Fortinet Family of Products

Duration: 1 day or 4-hour web course This course helps to prepare students for the following certification exam: "Fortinet Certified Network Security Associate (FCNSA)"

Designing and Implementing Secure Networks with FortiGates

Duration: 2 Days

This course helps to prepare students for the following certification exam: "Fortinet Certified Network Security Associate (FCNSA) Fortinet Certified Network Security Professional (FCNSP)"

Security Information Management using FortiManager and FortiLog

Duration: 2 days This course helps to prepare students for the following certification exam: "Fortinet Certified Network and Security Professional (FCNSP)"

Fortinet training locations are offered all over the world, to include: China, France, Germany, Italy, Japan, Poland, Sweden, Switzerland, Spain, UK, USA (Denver, Chicago, Sunnyvale, Boston, Minneapolis).

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC-COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)

1) SCOPE

- a) The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b) The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2) PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3) ORDER

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

4) PERFORMANCE OF SERVICES

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

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

- a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - 1) Cancel the stop-work order; or
 - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- c) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- d) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- e) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

6) INSPECTION OF SERVICES

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

7) RESPONSIBILITIES OF THE CONTRACTOR

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

8) RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9) INDEPENDENT CONTRACTOR

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

10) ORGANIZATIONAL CONFLICTS OF INTEREST

a) Definitions.

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

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

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

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

11) INVOICES

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

12) PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

- a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - 1) The offeror;
 - 2) Subcontractors; and/or

3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13) INCIDENTAL SUPPORT COSTS

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

14) APPROVAL OF SUBCONTRACTS

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

15) DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Jo Zack at 571-250-5572 or at jzack@arrow.com.

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act <u>(ordering activity)</u> and <u>(Contractor)</u> enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ______.

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

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

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER

***SPECIAL BPA DISCOUNT/PRICE**

(2)Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

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

This BPA does not obligate any funds. (4)

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

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

POINT OF CONTACT

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

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

- Name of Contractor; (a)
- (b) Contract Number;
- (c) **BPA** Number;

Model Number or National Stock Number (NSN); (d)

(e) Purchase Order Number:

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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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

AUTHORIZED DEALERS

NetApp Authorized Dealers:

	uthorized Dealers:
Accelera Solutions	Affigent, LLC
Stephanie Fontana, Contract Accountant	13873 Park Center Rd Suite 400
12150 Monument Dr., Suite 800	Herndon, VA 20171
Fairfax, VA 22033	Phone: 571-323-5469
Phone: 703-637-5059	Fax: 571-323-5201
Fax: 703-637-9589	Email: netappgsa@arrow.com
Email: <u>netappgsa@arrow.com</u>	
Alliance Technology Group, LLC	CDW Government Inc. (CDWG)
Brent Van Scyoc, VP, Federal Solutions Group	Sheryl McCurnin, GSA Sr. Program Manager
7240 Parkway Drive, Suite 140	13461 Sunrise Valley Drive, Suite 350 Herndon, VA
Hanover, MD 21076	20171
Phone: 410-712-0270	Admin Contact: Sheryl McCurnin
Fax: 410-712-0271	703-262-8076
Email: <u>netappgsa@arrow.com</u>	Fax: 703-621-8300
Linan. <u>heappgou e arrowedin</u>	Email: <u>netappgsa@arrow.com</u>
ClearShark	Custom Storage dba cStor
Josh McCallym, Federal Sales	Larry Gentry
7030 Dorsey Road, Suite 102	7975 N. Hayden Road, Suite A-105
Hanover, MD 21076	Scottsdale, AZ 85258
Phone: 443-883-6000	Phone: 480-760-2141
Fax: 443-853-1900	Fax: 480-760-2101
Email: netappgsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
DH Technologies	DLT Solutions
Jennifer Perez	Ed Abbot, Contracts Manager
1750 Tysons Blvd.	13861 Sunrise Valley Dr., Ste 400
McClean, VA 22102	Herndon, VA 20171
Phone: 703-592-6309	703-773-9287
Fax: 202-719-0226	Fax: 866-708-6867
Email: netappgsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
EPLUS	FCN
John Reckner, National Practice Manager	Dennis Sullivan, Vice President
8865 Stanford Blvd, Suite 203	12315 Wilkins Ave
Columbia, MD 21045	Rockville, MD 20852
301-717-1463 Earth 702 004 8400	301-770-2925 Fam: 201 770 2028
Fax: 703-994-8400	Fax: 301-770-2928
Email: <u>netappgsa@arrow.com</u>	Email: <u>netappgsa@arrow.com</u>
Government Acquisitions Inc.	GovPlace
Ashley Lehman, Sr. VP	Carmen Cruz, Sr. Contracts Administrator
231 West 4 th Street	1886 Metro Center Drive Suite 100
Cincinnati, OH 45202	Reston, VA 20190
Phone: 513-562-2040	Phone: 703-466-5181
Fax: 513-721-3999	Fax: 703-574-8368
Email: <u>netappgsa@arrow.com</u>	Email: <u>netappgsa@arrow.com</u>
GovSmart, Inc.	Intelligent decisions
706-C Forest Street	Rhett Butler. GSA Account Executive
Charlottesville, VA 22903	21445 Beaumeade Circle
Phone: 434-326-5656	Ashburn, VA 20147
Fax: 434-326-5394	703-554-1624.
Email: <u>netappgsa@arrow.com</u>	Fax: 703-554-1835
	Email: <u>netappgsa@arrow.com</u>

T	Less Detal
Iron Bow	Iron Brick
Rene Lavigne, President	Kevin Murphy, Co-Founder
4800 Westfields Boulevard	8405 Greensboro Drive, Suite 140
Chantilly, VA 20151	McLean, VA 22102
(240)-4871400	703-288-3874
Fax: 240-487-1412	Fax: 703-288-3817
Email: <u>netappgsa@arrow.com</u>	Email: <u>netappgsa@arrow.com</u>
Merlin Internationl, Inc.	MicroTechnologies, LLC
Donovan Quinonez, IA Solutions Specialist	Jamal Smith (Contract Manager)
4B Inverness Court East, Suite 100	8330 Boone Blvd., Suite 600
Englewood, CO 80112	Vienna, VA 22182
303-339-2034	Phone: 703-891-1073
Fax: 303-221-0534	Fax: 703-891-1074
Email: <u>netappgsa@arrow.com</u>	Email: <u>netappgsa@arrow.com</u>
Norseman, Inc. DBA Norseman Defense	Pifinity, Inc. (dba Storagehawk)
Technologies	Kathy Russo, President and Contract Administrator
Beth Smith, Controller	2373 N. Fillmore Street
8172 Lark Brown Rd, Suite 201	Arlington, VA 22207
Elkridge, MD 21075	716-481-4543
Phone: 410-579-8600	Fax: 866-651-6883
Fax: 410-579-8611	Email : netappgsa@arrow.com
Email: netappgsa@arrow.com	
Presidio Network Solutions, Inc.	Quasius Investment Corp (dba GCA Technology
Jackie Arnett, Executive Director	Services)
7601 Ora Glen Drive, Suite 100	Amy Kessler
Greenbelt, MD 20770	3031 N. Rocky Point Dr. W., Suite 450
301-313-0820	Tampa, FL 33607
Fax: 301-313-0820	Phone: 813-249-2514 x214
Email: <u>netappgsa@arrow.com</u>	Filole: 813-249-2314 x214 Fax: 813-249-2850
Email. <u>hetappgsa@artow.com</u>	Email: <u>netappgsa@arrow.com</u>
Dad Divar Computer Co. Inc.	Redwood Government Solutions Corporation
Red River Computer Co., Inc.	-
Susan Edwards, Compliance Officer 21 Water St., Suite 500	Burke Wilford, CEO
	12923 Buckeye Drive
Claremont, NH 03743	Damestown, MD 20878
Main Phone: 603-448-8880	Phone: 301-908-3243
Direct: 603-442-5533	Fax: 301-576-3506
Fax: 603-448-5132	Email: <u>netappgsa@arrow.com</u>
Email: <u>netappgsa@arrow.com</u>	Contal Data
Sirius Computer Solutions	Swish Data
Phyllis (PJ) Byrd, Public Sector Manager	Bob Kerr
613 NW Loop 410, Suite 1000	17 Feagles Road
San Antonio, TX 78216	Warwick, NY 10990-2224
210-369-0617	908-998-2134
Fax: 866-313-0960	Fax: 703-852-7904
Email: <u>netappgsa@arrow.com</u>	Email: <u>netappgsa@arrow.com</u>
Thundercat	TIG
Jean Kim, Contracts	Georgia Vasilion, Strategic Program Manager - Public
1775 Wiehle Ave suite 101	Sector
Reston, VA 20190	7810 Trade Street
703-657-7050	San Diego, CA 92121
Fax: 571-266-3106	310-320-4934 Ext. 4962
Email: <u>netappgsa@arrow.com</u>	Fax: 310-320-4646
	Email: netappgsa@arrow.com

UNICOM Government, Inc.	Vion Corporation
Christina Kohler, Subcontract Administrator	Kelly Nelson, Director of Business Operations
2553 Dulles View Drive, Suite 100	1055 Thomas Jefferson St., NW Suite 406
Herndon, VA 20170	Washington, DC 20007
Phone: 703-502-2681	Phone: 202-467-1661
Fax: 703-463-5920	Fax: 202-342-1404
Email: <u>netappgsa@arrow.com</u>	Email: <u>netappgsa@arrow.com</u>
Virtual Enterprises, Inc. dba Advanced Systems	Veteran Data Solutions, LLC
Group	Alex Medina
Vickie Wilson, Operations VP	8000 Regency Parkway, Suite 515
12405 Grant St.	Cary, NC 27518
Thornton, CO 80241	Phone: 919-238-4715 x.102
303-301-3003	Fax: 919-590-1803
Fax: 866-572-5266	Email: <u>netappgsa@arrow.com</u>
Email: <u>netappgsa@arrow.com</u>	
World Wide Technology	
Julene Tojo, Vendor Relations/ Contracts	
58 Weldon Parkway	
St. Louis, MO 63043	
314-919-1460	
Fax: 314-919-1420	
Email: <u>netappgsa@arrow.com</u>	

AUTHORIZED DEALERS

HP Authorized Dealers:

Abba Technologies, Inc.	Alliance Technology Group, LLC
Russell Bustamante, GSA Contracts Administrator	Brent Van Scyoc, VP, Federal Solutions Group
1501 San Pedro Drive NE	7240 Parkway Drive, Suite 140
Albuquerque, NM 87110	Hanover, MD 21076
505-256-8887	Phone: 410-712-0270
Fax: 505-889-3338	Fax: 410-712-0271
Email: gsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
CAS Severn Inc.	Edge Solutions
Janet Allen, Contracts Manager	Christy Raines, Inside Sales Manager
6201 Chevy Chase Dr.	7 Old Roswell Street
Laurel, MD 20707	Alpharetta, GA 30009
(301) 776-3400	Phone: 704-609-4950
Fax: (301) 776-3444	Fax: 888-818-1114
Email: gsa@arrow.com	Email: gsa@arrow.com
Emtec Federal, Inc.	GTSI
Keta Kowalewski, Contracts Manager	Mohamed Elrefai,
2355 Dulles Corner Blvd, Suite 600	2553 Dulles View Drive Suite 100
Herndon, VA 20171	Herndon, VA 20170
571-299-1353	(703) 502-2646
Fax: 703-961-1126	Fax: 703-463-5101
Email: gsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
	Eman. <u>httppgsa@artow.com</u>
M2 Technology, Inc.	Mainline Information Systems, Inc.
Michael L. Tollinger, Director of Contracts	Hank Reed, Sr. Director of Business Operations
21702 Hardy Oak, Suite 100	1700 Summit Lake Drive
San Antonio, TX 78258	Tallahassee, FL 32317
210-566-3773	Phone: 850-219-5214
Fax: 210-566-3993	Fax: 888-595-8635
Email: gsa@arrow.com	Email: gsa@arrow.com
Sirius Computer Solutions	SMS Data Products Group (SMS)
Phyllis (PJ) Byrd, Public Sector Manager	Ben Friedman, Director of Operations
613 NW Loop 410, Suite 1000	1751 Pinnacle Drive, Suite 1200
San Antonio, TX 78216	McLean, VA 22102
210-369-0617	Phone: 703-288-8132
Fax: 866-313-0960	Fax: 571-499-5577
Email: netappgsa@arrow.com	Email: gsa@arrow.com
Thundercat	Technology Solutions Provider, Inc.
Jean Kim, Contracts	Linda Letosky, Inside Sales Manager
1775 Wiehle Ave suite 101	20 Pidgeon Hill Drive, Suite 106
D	Ntonlung V/A (11) 65
Reston, VA 20190	Sterling, VA 20165
703-657-7050	Phone: 703-665-4190

TVAR Solutions, LLC	UNICOM Government, Inc. (Formerly GTSI Corp)
Dave Saunders, President & CEO	2553 Dulles View Drive, Suite 100
7901 Jones Branch Drive, Suite 310	Herndon, VA 20171
McLean, VA 22102	Christina Kohler/ Subcontract Administrator
Phone: 703-635-3911	Phone: 703-502-2681
Fax: 703-635-3901	Fax: 703-463-5920
Email: gsa@arrow.com	Email: netappgsa@arrow.com

Other Authorized Dealers:

Accelera Solutions
Stephanie Fontana, Contract Accountant
12150 Monument Dr., Suite 800
Fairfax, VA 22033
Phone: 703-637-5059
Fax: 703-637-9589
Email: <u>netappgsa@arrow.com</u>
Alliance Technology Group, LLC
Brent Van Scyoc, VP, Federal Solutions Group
7240 Parkway Drive, Suite 140
Hanover, MD 21076
Phone: 410-712-0270
Fax: 410-712-0271
Email: <u>netappgsa@arrow.com</u>
Alpha Six Corp
Jill Williams, Contract Manager
22630 Davis Drive, Suite 100
Sterling VA 20164
Phone: 703-579-6479
Fax: 703-467-0817
Email: gsa@arrow.com
Apollo Information Systems Corp.
Mike Gugliemo, CEO
761 University Avenue, Suite B
Los Gatos, CA 95032
408-399-5110 Ext. 110
Fax: 408-399-5256
Email: gsa@arrow.com
Assurance Data, inc.
Isabelle DuBois Wattles
5600 General Washington Dr.
Alexandria, VA 22312
Phone: 703-671-7100 x102
Fax: 703-671-7171
Email: gsa@arrow.com
Base Technologies
June Parell, Contracts Department
1749 Old Meadow Road, Suite 500
McLean, VA 20170
MCLEAIL VA ZULIU
703-848-2400 Fax: 703-848-0804
-

	Braxton Grant Technologies, Inc.
	Meredith Braxton, President
	10105 Village Green Drive
	Woodstock, MD 21163
	Phone: 433-545-2052 x7007
	Fax: 410-655-3762
	Email: gsa@arrow.com
CAS Severn Inc.	CB Technologies, Inc.
Janet Allen, Contracts Manager	Rachel Nelson, Chief Financial Officer
6201 Chevy Chase Dr.	750 The City Drive South #225
Laurel, MD 20707	Orange, CA 92868
(301) 776-3400	Phone: 888-241-7585
Fax : (301) 776-3444	Email: gsa@arrow.com
Email: <u>gsa@arrow.com</u>	
CDW Government Inc. (CDWG)	Chief Technologies, LLC
Sheryl McCurnin, GSA Sr. Program Manager	Paul Fox, CEO
13461 Sunrise Valley Drive, Suite 350 Herndon, VA	16777 Old Waterford Road
20171	Paeonian Springs, VA 20129
Admin Contact: Sheryl McCurnin	Phone: 703-338-8012
703-262-8076	Fax: 540-882-4250
Fax: 703-621-8300	Email: gsa@arrow.com
Email: netappgsa@arrow.com	
CJEN Inc.	Clearpath Solutions Group, LLC
10001 Georgetown Pike, #1073	13800 Coppermine Rd., Ste. 400
Great Falls, VA 20666	Herndon, VA 20171
Phone: 202-241-5930	Phone: 703-673-9370
Fax: 866-849-1207	Fax: 703-673-9373
Email: gsa@arrow.com	Email: gsa@arrow.com
Combyte USA	Commercial Data Systems
Daniel Ebert, President	Malinda Garcia, GSA Sales Manager
5415 Easton Drive #101	50. S.Beretania St., Suite C-208B
N. Springfield, VA 22151	Honolulu, HI 96813
703-642-5100	719-477-9100
Fax: 703-750-3779	Fax: 808-441-3086
Email: gsa@arrow.com	Email: netappgsa@arrow.com
Eman. gsa@arrow.com	Eman: <u>netappgsa@arrow.com</u>
Computer Systems West, Inc dba SynapseIT	Copper River Information Technology, LLC
Mathew Green	Bill Halladay, VP of Business Development & Alliances
85 Wills Ave, Area N	4501 Singer Court, Suite 300
Mineola, NY 11501	Chantilly, VA 20151
Phone: 516-874-7653	Phone: 703-234-2013
Fax: 516-706-1103	Fax: 703-234-9040
Email: gsa@arrow.com	Email: gsa@arrow.com
Custom Storage dba cStor	Datalink
Larry Gentry	Matt Robinson, Property and Contract Administrator
7975 N. Hayden Road, Suite A-105	10050 Crosstown Circle, Suite 500
Scottsdale, AZ 85258	Eden Prairie, MN 55344
Phone: 480-760-2141	Phone: 952-279-4854
Fax: 480-760-2101	Fax: 952-944-7869
Email: <u>netappgsa@arrow.com</u>	Email: gsa@arrow.com

DH Technologies	DLT Solutions
Jennifer Perez	Ed Abbot, Contracts Manager
1750 Tysons Blvd.	13861 Sunrise Valley Dr., Ste 400
McClean, VA 22102	Herndon, VA 20171
Phone: 703-592-6309	703-773-9287
Fax: 202-719-0226	Fax: 866-708-6867
Email: netappgsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
Dox Electronic Inc.	Dyntek Services Inc.
Ken Michael, VP of Dox	Darlene Pricher, Contracts Administrator
105 College Ave	4440 Von Karman, #200
Rochester, New York 14607	Newport Beach, CA 92660
Phone: (585) 295-1932	Phone: 850-219-7917
Email: gsa@arrow.com	Fax: 850-219-7919
	Email: <u>gsa@arrow.com</u>
Edge Solutions	eGroup
Christy Raines, Inside Sales Manager	Ben Gaddy
7 Old Roswell Street	482 Wando Park Blvd
Alpharetta, GA 30009	Mt. Pleasant, SC 29464
Phone: 704-609-4950	Phone: 877-347-6871
Fax: 888-818-1114	
Email: gsa@arrow.com	
Emtec Federal, Inc.	En-Net Services
Keta Kowalewski, Contracts Manager	Angies Popoft, Controller
2355 Dulles Corner Blvd, Suite 600	712 N. East Street
Herndon, VA 20171	Frederick, MD 21701
571-299-1353	301-846-9901
Fax: 703-961-1126	Fax: 301-846-9902
Email: gsa@arrow.com	Email : gsa@arrow.com
EOS Systems, Inc.	EPLUS
Peter Stamatekos, VP Operations	John Reckner, National Practice Manager
10 Kearnes Road, Suite 102	8865 Stanford Blvd, Suite 203
Needham, MA 02494	Columbia, MD 21045
781-453-2600	301-717-1463
Fax: 781-453-2601	Fax: 703-994-8400
Email: <u>gsa@arrow.com</u>	Email: <u>netappgsa@arrow.com</u>
Epoch Concepts LLC	eSecurity to Go
Christie Codner	Patti Counter
1745 Shea Center Drive, 4th Floor	3990 Westerly Place, Suite 270
Highlands Ranch, CO 80129	Newport Beach, CA 92260
Phone: 720-635-6895	Phone: 949-887-6101
Fax: 866-423-1047	Fax: 949-261-5556

Extensys	FCN
Brian Hamm, President	Dennis Sullivan, Vice President
253 Pine Avenue North	12315 Wilkins Ave
Oldsmar, FL 34677	Rockville, MD 20852
Phone: 813-855-3909 Ext. 111	301-770-2925
Fax: 813-855-3922	Fax: 301-770-2928
Email: gsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
Federal Defense Solutions	FedTek
Manish Chaelha, President	Paul Murray, Vice President Sales
13559 Plumbago Drive	12700 Black Forest Lane, Suite 202
Centreville, VA 20120	Woodbridge, VA 22192
703-625-9370	703-672-4461
Fax: 703-988-8925	Fax: 703-670-7800
Email: gsa@arrow.com	Email: gsa@arrow.com
Fishnet Security, Inc.	Foreground Security
Carol Zumbrunn, Director of Contracts and Purchasing	Adam Cresswell, Director of Finance
1710 Walnut Street	801 International Parkway, 5th Floor
Kansas City, MO 64108	Lake Mary, FL 32746
888-732-9406	Phone: 407-562-1925
Fax: 816-421-3371	Fax: 407-562-2001
Email: gsa@arrow.com	Email: gsa@arrow.com
Force 3, Inc.	Four Points Technology
Attn: K. Susan Germain, Contract Manager	Amy Moss
2151 Priest Bridge Drive	14900 Conference Center Drive, Suite 100
Crofton, MD 21114	Chantilly, VA 20151
Phone: 410-774-7214	703-657-6100
Fax: 410-721-5624	Fax: 703-657-6135
Email: gsa@arrow.com	Email: gsa@arrow.com
E	C. C. L. L.
Frontier Technology	GovConnection, Inc.
Krish Noorthy, COO	Michael Cogswell, Sr. Director, Contracts
Krish Noorthy, COO	Michael Cogswell, Sr. Director, Contracts
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248 Wilmington, DE 19804	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place Rockville, MD, 20855
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248 Wilmington, DE 19804 Phone: 410-571-5804	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place Rockville, MD, 20855 301-340-3861
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248 Wilmington, DE 19804 Phone: 410-571-5804 Fax: 302-766-7080 Email: gsa@arrow.com Government Acquisitions Inc.	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place Rockville, MD, 20855 301-340-3861 Fax: 603-683-0830 Email: <u>gsa@arrow.com</u> GovPlace
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248 Wilmington, DE 19804 Phone: 410-571-5804 Fax: 302-766-7080 Email: gsa@arrow.com Government Acquisitions Inc. Ashley Lehman, Sr. VP	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place Rockville, MD, 20855 301-340-3861 Fax: 603-683-0830 Email: <u>gsa@arrow.com</u> GovPlace Carmen Cruz, Sr. Contracts Administrator
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248 Wilmington, DE 19804 Phone: 410-571-5804 Fax: 302-766-7080 Email: gsa@arrow.com Government Acquisitions Inc. Ashley Lehman, Sr. VP 231 West 4 th Street	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place Rockville, MD, 20855 301-340-3861 Fax: 603-683-0830 Email: gsa@arrow.com GovPlace Carmen Cruz, Sr. Contracts Administrator 1886 Metro Center Drive Suite 100
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248 Wilmington, DE 19804 Phone: 410-571-5804 Fax: 302-766-7080 Email: gsa@arrow.com Government Acquisitions Inc. Ashley Lehman, Sr. VP 231 West 4 th Street Cincinnati, OH 45202	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place Rockville, MD, 20855 301-340-3861 Fax: 603-683-0830 Email: gsa@arrow.com GovPlace Carmen Cruz, Sr. Contracts Administrator 1886 Metro Center Drive Suite 100 Reston, VA 20190
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248 Wilmington, DE 19804 Phone: 410-571-5804 Fax: 302-766-7080 Email: gsa@arrow.com Government Acquisitions Inc. Ashley Lehman, Sr. VP 231 West 4 th Street Cincinnati, OH 45202 Phone: 513-562-2040	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place Rockville, MD, 20855 301-340-3861 Fax: 603-683-0830 Email: gsa@arrow.com GovPlace Carmen Cruz, Sr. Contracts Administrator 1886 Metro Center Drive Suite 100 Reston, VA 20190 Phone: 703-466-5181
Krish Noorthy, COO 1200 First State Blvd., Ste. 1248 Wilmington, DE 19804 Phone: 410-571-5804 Fax: 302-766-7080 Email: gsa@arrow.com Government Acquisitions Inc. Ashley Lehman, Sr. VP 231 West 4 th Street Cincinnati, OH 45202	Michael Cogswell, Sr. Director, Contracts 7503 Standish Place Rockville, MD, 20855 301-340-3861 Fax: 603-683-0830 Email: gsa@arrow.com GovPlace Carmen Cruz, Sr. Contracts Administrator 1886 Metro Center Drive Suite 100 Reston, VA 20190

GovSmart, Inc.	GTRI
706-C Forest Street	Marie Chillemi, Contract Manager
Charlottesville, VA 22903	990 S. Broadway, suite 300
Phone: 434-326-5656	Denver, CO 80209
Fax: 434-326-5394	Phone: 303-455-8800
Email: netappgsa@arrow.com	Fax: 303-455-8808
110	Email: gsa@arrow.com
GuidePoint Security, LLC	Hamilton Federal
11951 Freedom Drive, Suite 1331	Doug Krueger, Partner
Reston, VA 20190	1818 Library Street, Suite 500
Phone: 877-889-0132	Reston, VA 20190
Fax: 877-889-0132	Phone: 703-755-0197
Email: gsa@arrow.com	Fax: 703-956-3009
	Email: <u>gsa@arrow.com</u>
HBC Management Services, Inc.	InfoReliance
Stephen Carmine, Finance Officer	
	Michelle John, Subcontracts Manager
841 Bishop Street, Suite 160	4050 Legato Road, Suite 700
Honolulu, HI 96813	Fairfax, VA 22033
Phone: 215.922.0732 x11	Phone: 703-246-9360
Fax: 215.922.0793	Email: <u>gsa@arrow.com</u>
Email: gsa@arrow.com	
Immix Technology Inc.	Intelligent decisions
Vivek Gupta	Rhett Butler. GSA Account Executive
7927 Jones Branch Drive	21445 Beaumeade Circle
McClean, VA 22102	Ashburn, VA 20147
Phone: 703-752-0673	703-554-1624.
Fax: 703-752-0611	Fax: 703-554-1835
Email: gsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
Internet Content Management, Inc.	Iron Bow
Ted Dawson, Operations Manager	Rene Lavigne, President
5 Lakeland Circle	4800 Westfields Boulevard
Jackson, MS 39216	Chantilly, VA 20151
Phone: 601-713-2718	(240)-4871400
Fax: 601-713-2709	Fax: 240-487-1412
Email: gsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
Iron Brick	IT Navigation
Kevin Murphy, Co-Founder	Sam O'Daniel, Principal Owner
8405 Greensboro Drive, Suite 140	1600 Tysons Blvd-Suite 800
McLean, VA 22102	McLean, VA 22102
703-288-3874	Phone: 301-520-7554
Fax: 703-288-3817	Email: gsa@arrow.com
	Linan. <u>gsa@arrow.com</u>
Email: <u>netappgsa@arrow.com</u> M2 Technology, Inc.	MA Federal dba iGov
Michael L. Tollinger, Director of Contracts	Tom Walsh, CFCM
21702 Hardy Oak, Suite 100	11955 Freedom Drive, Suite 500
Non Antonio TEX 78758	Reston, VA 20190
San Antonio, TX 78258	
210-566-3773	Phone: 703-749-0874

Mainline Information Systems, Inc.	Maureen Data Systems
Hank Reed, Sr. Director of Business Operations	Robert Irvin/Stewart Lande, Director of Government
1700 Summit Lake Drive	Channels/EVP
Tallahassee, FL 32317	500 West 43rd Street, Suite 33B
Phone: 850-219-5214	New York, NY 10036
Fax: 888-595-8635	212-239-2448/646-744-1060
Email: gsa@arrow.com	Fax: 212-328-1713
6	Email: gsa@arrow.com
MERCOM	Merlin Internationl, Inc.
Christopher Olds, Corporate Counsel	Donovan Quinonez, IA Solutions Specialist
313 Commerce Drive	4B Inverness Court East, Suite 100
Pawleys Island, SC 29585	Englewood, CO 80112
Phone: 843-979-9957	303-339-2034
Fax : 843-979-9956	Fax: 303-221-0534
Email: gsa@arrow.com	Email: <u>netappgsa@arrow.com</u>
MicroTechnologies, LLC	Mission Critical Systems
Jamal Smith (Contract Manager)	Lisa Manney, Controller
8330 Boone Blvd., Suite 600	1347 E. Sample Road
Vienna, VA 22182	Pompano Beach, FL 33064
Phone: 703-891-1073	Phone: 954-788-7110
Fax: 703-891-1074	Fax: 954-788-7112
Email: netappgsa@arrow.com	Email: gsa@arrow.com
MNJ Technologies Direct, Inc.	Modcomp, Inc.
Larry Kirsch, EVP	Christina Luis, HR Generalist
1025 Busch Parkway	1500 S. Powerline Rd.
Buffalo Grove, IL 60089	Deerfield Beach, FL 33442
847-634-0700	Phone: 954-571-4664
Fax: 847-634-0702	Fax: 954-571-4764
Email: gsa@arrow.com	Email: <u>gsa@arrow.com</u>
MSDI	Myriad Supply
Paul Leeber, Government Sales Admin	Michael Ambroselli, GSA Sales Director
56 Pembrooke Woods Dr.	22 West 19 th Street, 4 th Floor
Pembroke, MA 02359	New York, NY 10011
Phone: 781-829-0140	Phone: 866-725-1025
Email: gsa@arrow.com	Fax: 212-859-7329
-	Email: gsa@arrow.com
N2Grate	
Steve Halligan, President & COO	
9111 Edmonston, Suite 303	
Greenbelt, MD 20770	
Phone: 855-508-2476	
Email: gsa@arrow.com	
Network Design and Management Inc.	Net Source, Inc.
Oleg Solodyankin, VP	Judi Brotzman, Sales Administrator
530 West Main Avenue Suite A	8020 Shaffer Parkway
Spokane, WA 99201	Littleton, CO 80127
Phone: 888-864-1641 x225	Phone: 303-948-3360 x310
	Fax: 303-948-3361
Fax: 888-833-9443	Fax. 303-946-3301

Norseman, Inc. DBA Norseman DefenseTechnologiesBeth Smith, Controller8172 Lark Brown Rd, Suite 201Elkridge, MD 21075Phone: 410-579-8600Fax: 410-579-8611Email: netappgsa@arrow.comPC Specialists, Inc. / d.b.a. Technology IntegrationGeorgia Vasilion, Strategic Program Manager - PublicSector	Paragon Micro, Inc.Brian Fields, Director Federal Business2 Corporate Dr, Ste 105Lake Zurich, IL 60047Phone: 847-719-8419Fax: 847-637-8369Email: gsa@arrow.comPC Mall GovDonna Norris, Contracts Manager7421 Gateway CourtManassas, VA 20109
7810 Trade Street San Diego, CA 92121 310-320-4934 Ext. 4962 Fax: 310-320-4646 Email: netappgsa@arrow.com	703-594-8188 Fax: 310-630-5163 Email: <u>gsa@arrow.com</u>
Pifinity, Inc. (dba Storagehawk) Kathy Russo, President and Contract Administrator 2373 N. Fillmore Street Arlington, VA 22207 716-481-4543 Fax : 866-651-6883 Email : netappgsa@arrow.com	Presidio Network Solutions, Inc. Jackie Arnett, Executive Director 7601 Ora Glen Drive, Suite 100 Greenbelt, MD 20770 301-313-0820 Fax: 301-313-0820 Email: netappgsa@arrow.com
PTS Data Center Solutions, Inc. 16 Thorton Road Oakland, NJ 07436 Phone: 201-337-3833 Fax: 201-337-4722 Email: gsa@arrow.com	Quasius Investment Corp (dba GCA Technology Services) Amy Kessler 3031 N. Rocky Point Dr. W., Suite 450 Tampa, FL 33607 Phone: 813-249-2514 x214 Fax: 813-249-2850 Email: netappgsa@arrow.com
Red River Computer Co., Inc. Susan Edwards, Compliance Officer 21 Water St., Suite 500 Claremont, NH 03743 Main Phone: 603-448-8880 Direct: 603-442-5533 Fax: 603-448-5132 Email: <u>netappgsa@arrow.com</u>	Redwood Government Solutions Corporation Burke Wilford, CEO 12923 Buckeye Drive Damestown, MD 20878 Phone: 301-908-3243 Fax: 301-576-3506 Email: <u>netappgsa@arrow.com</u>
Sayers Finance Corporation John H. Kasser, Senior Vice President 825 Corporate Woods Parkway Vernon Hills, IL 60061 847-391-4065 Fax: 847-478-1560 Email: gsa@arrow.com	SHI International Corp Michael Mattern, Project Manager – Operations 290 Davidson Ave. Somerset, NJ 08873 Phone: 732-564-8333 Fax: 732-564-8334 Email: gsa@arrow.com

Sirius Computer Solutions Phyllis (PJ) Byrd, Public Sector Manager 613 NW Loop 410, Suite 1000 San Antonio, TX 78216 210-369-0617 Fax: 866-313-0960 Email: netappgsa@arrow.com	SMS Data Products Group, IncBen Friedman, Director of Operations1521 Westbranch Dr.McLean, VA 22102703-288-8132Fax: 571-499-5577Email: gsa@arrow.com
Soverign Systems Matt Cadagram, Managing Partner 3930 East Jones Bridge Road, Suite 300 Norcross, GA 30092 Phone: 844-727-3622 Fax: 888-745-5171 Email: gsa@arrow.com	Structured Communication Systems, Inc.Casey Richmond, General Counsel12901 SE 97th Avenue, Suite 400Clackamas, OR 97015Phone: 503-513-4602Fax: 503-513-4600Email: gsa@arrow.com
Swish Data Bob Kerr 17 Feagles Road Warwick, NY 10990-2224 908-998-2134 Fax: 703-852-7904 Email: <u>netappgsa@arrow.com</u>	Systems Management Planning, Inc. 1020 John Street West Henrietta, NY 14586 Phone: 585-475-0670 Fax: 585-475-0909 Email: gsa@arrow.com
Technical & Scientific Application, Inc. (dba TSA) Bill Smith 2050 W. Sam Houston Pkwy N Houston, TX 77043 Phone: 713-935-1510 Fax: 703-935-1555	Technology Solutions Provider, Inc. Linda Letosky, Inside Sales Manager 20 Pidgeon Hill Drive, Suite 106 Sterling, VA 20165 Phone: 703-665-4190 Fax: 703-880-7022 Email: gsa@arrow.com
Telos Corporation 19886 Ashburn Road Ashburn, VA 20147 Phone: 703-724-3704 Fax: 703-724-3863 Email: gsa@arrow.com	The Newberry Group, Inc. Mia Crume, Contracts Director 2510 S. Old Highway 94, Suite 200 St. Charles, MO 63303 Phone: 636-928-9944 Fax: 636-928-8899 Email: gsa@arrow.com
Thundercat Jean Kim, Contracts 1775 Wiehle Ave suite 101 Reston, VA 20190 703-657-7050 Fax: 571-266-3106 Email: <u>netappgsa@arrow.com</u>	TKC Global Solutions, LLC Michelle Mearkle, Contracts Manager 13873 Park Center Road, Suite 400N Herndon, VA 20171 Phone: 703-766-6834 Email: gsa@arrow.com

Trivir, LLC	TVAR Solutions, LLC
Britt Courtney, Partner	Dave Saunders, President & CEO
11570 Popes Head View Lane	7901 Jones Branch Drive, Suite 310
Fairfax, VA 22030	McLean, VA 22102
703-286-5241	Phone: 703-635-3911
Fax: 703-991-7134	Fax: 703-635-3901
Email : gsa@arrow.com	Email: gsa@arrow.com
	Linui. <u>goue uno mosni</u>
UNICOM Government, Inc.	United Data Technologies, Inc.
Christina Kohler, Subcontract Admin	Mariana Lugaro
2553 Dulles View Drive, Suite 100	8825 NW 21 st Terrace
Herndon, VA 20170	Doral, FL 33172
Phone: 703-502-2681	Phone: 305-882-0425
Fax: 703-463-5920	Email: gsa@arrow.com
Email: <u>netappgsa@arrow.com</u>	
Veteran Data Solutions, LLC	Vion Corporation
Alex Medina	Kelly Nelson, Director of Business Operations
8000 Regency Parkway, Suite 515	1055 Thomas Jefferson St., NW Suite 406
Cary, NC 27518	Washington, DC 20007
Phone: 919-238-4715 x.102	Phone: 202-467-1661
Fax: 919-590-1803	Fax: 202-342-1404
Email: <u>netappgsa@arrow.com</u>	Email: <u>netappgsa@arrow.com</u>
VistaOne Corporation	Virtual Enterprises, Inc. dba Advanced Systems
Steve Inman, President	Group
501 E. Franklin Street	Vickie Wilson, Operations VP
Richmond, VA, 23219	12405 Grant St.
804-521-4422	Thornton, CO 80241
Fax: 804-521-4004	303-301-3003
Email: gsa@arrow.com	Fax: 866-572-5266
6	Email: netappgsa@arrow.com
	110
World Wide Technology	Xiologix
Julene Tojo, Vendor Relations/ Contracts	Sheryl Still, Managing Partner
58 Weldon Parkway	8050 SW Warm Springs St., Suite 100
St. Louis, MO 63043	Tualatin, OR 97062
314-919-1460	Phone: 503-691-4364
Fax: 314-919-1420	Fax: 503-612-9260
Email: <u>netappgsa@arrow.com</u>	Email: gsa@arrow.com

MANUFACTURER'S ON SCHEDULE

ARROW	
BLUECOAT	
BROCADE	
EMC	
FORTINET	
FUJITSU	
HEWLETT-PACKARD	
NETAPP	
NOVELL	
RSA	
VEEAM	
WEBSENSE	

PLEASE CONTACT ARROW ECS FOR:

- (1) Additional Terms and Conditions (as applicable)
- (2) End User License Agreements (as applicable)
- (3) Other Manufacturer Service Agreements (as applicable)
- (4) All Products and Pricing are available in GSA Advantage!