



**GENERAL SERVICES ADMINISTRATION  
AUTHORIZED SCHEDULE CATALOG/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 is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

**FEDERAL SUPPLY SCHEDULE 70  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE and SERVICES**

**CONTRACT NUMBER:** GS-35F-0673N

**CONTRACT PERIOD:** June 4, 2003 to June 3, 2018

**Price List Current through Modification** PA-0020 dated June 27, 2015 and  
MASS Modification (Refresh 35) dated June 25, 2015

For more information on ordering from Federal Supply Schedules, visit [www.gsa.gov/schedules](http://www.gsa.gov/schedules)

**CONTRACTOR:** Name: ePlus Technology, Inc.  
Address: 13595 Dulles Technology Drive  
City/State/Zip: Herndon, VA 20171  
Phone number: (703) 984-8400  
Fax number: (703) 984-8600  
Internet: [www.eplus.com](http://www.eplus.com)

**CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:**

Pamela Mitten  
13595 Dulles Technology Drive  
Herndon, VA 20171  
(703) 984-8400 (phone)  
(703) 984-8600 (facsimile)  
[pmitten@eplus.com](mailto:pmitten@eplus.com)

**BUSINESS SIZE:** Large Business

**CUSTOMER INFORMATION:**

**1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)**

SIN	DESCRIPTION
132-3	Leasing of Product
132-8	Purchase of Equipment
132-12	Equipment Maintenance
132-51	Professional Services

**1b. LOWEST PRICED ITEM:** See List of Equipment beginning on page 6.

**1c. HOURLY LABOR RATES:** See List of Professional Services beginning on page 4

**2. MAXIMUM ORDER\*:**

<b>132-3</b>	<b>\$500,000 per order per SIN</b>
<b>132-8</b>	<b>\$500,000 per order per SIN</b>
<b>132-12</b>	<b>\$500,000 per order per SIN</b>
<b>132-51</b>	<b>\$500,000 per order per SIN</b>

\*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

**3. MINIMUM ORDER:** \$100.00

**4. GEOGRAPHIC COVERAGE:** 48 States, D.C.

**5. POINT(S) OF PRODUCTION:** US

**6. DISCOUNT FROM LIST PRICES:** All prices included herein are NET. Discounts have been deducted.

**7. QUANTITY DISCOUNT(S):** None

**8. PROMPT PAYMENT TERMS:** Net 30 Days

**9a. GOVERNMENT PURCHASE CARDS MUST BE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.**

**9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.**

**10. FOREIGN ITEMS:** See List of Equipment beginning on page 6.

**11a. TIME OF DELIVERY:** 30 Days ARO

**11b. EXPEDITED DELIVERY:** Contact Contractor

**11c. OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for rates.

**11d. URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

**12. FOB POINT:** Destination

**13a. ORDERING ADDRESS:** ePlus Technology, Inc., 13595 Dulles Technology Drive, Herndon, VA 20171-3413

**13b. ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage ([fss.gsa.gov/schedules](http://fss.gsa.gov/schedules)).

**14. PAYMENT ADDRESS:** ePlus Technology, Inc., 13595 Dulles Technology Drive, Herndon, VA 20171-3413

<b>15. WARRANTY PROVISION:</b>	SIN 132-3	Standard Commercial Warranty
	SIN 132-8	Standard Commercial Warranty
	SIN 132-12	Standard Commercial Warranty
	SIN 132-51	Standard Commercial Warranty

**16. EXPORT PACKING CHARGES:** Outside scope of contract.

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level). ePlus Technology, Inc., will accept payment by the Government Purchase Card in accordance with the requirements of Clause 552.232-79 for sales under and above the micro-purchase threshold of \$3,500.
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** When inspection and repair of defective equipment cannot be performed at the ordering activity installation site, those services will be performed at the Contactor's facility at 13595 Dulles Technology Drive, Herndon, Virginia 20170. See below for REPAIR RATES.
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** Not Applicable.
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LIST AND ANY DISCOUNTS FROM THE LIST PRICES (IF APPLICABLE):** Not offered
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** See Leasing Terms, page 4.
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** Not Applicable.
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** Not Applicable.
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** Not Applicable.
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants):** None
- 24b. **SECTION 508 COMPLIANCE FOR EIT:** [www.eplus.com](http://www.eplus.com)
25. **DUNS NUMBERS:** 61-851-0192
26. **NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** Registration valid until 05/20/2016
27. **REPAIR SERVICE RATES:**

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
Contractor's Shop	\$98.00	\$98.00	\$137.25	\$137.25
Ordering Activity Location (within established service areas)	\$196.00	\$98.00	\$250.00	\$250.00
*Minimum charges include 1 (one) full hour on the job.				
**Fractional hours, at the end of the job, will be prorated to the nearest quarter hour.				
REPAIR PARTS/SPARE PARTS RATE PROVISIONS - All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated <b>07/08/2002</b> , at a discount of <b>0%</b> from such listed prices.				
GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS - All repair work will be guaranteed/warranted for a period of <b>90 days</b> .				
REPAIR PARTS/SPARE PARTS - All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period <b>90 days</b> .				

28. LABOR CATEGORY DESCRIPTIONS and PRICES

<u>Job Title</u>	<u>Hourly Rate</u>
Storage Systems Engineer – Senior	\$202.02
Storage Systems Engineer – Junior	\$126.26
Documentation Specialist	\$75.76
Network Engineer – Senior	\$251.89
Network Engineer – Junior	\$101.01
Security Engineer – Senior	\$202.02
Security Engineer – Junior	\$101.01

**ENGINEER**

**Job Title: Senior Storage Systems Engineer**

Minimum/General Experience: Ten (10) years related experience in designing, developing, and implementing specialized techniques and practices in state-of-the-art Information Technology, Business Processes, Technology Applications, for Complex Computer Based Storage Sub-Systems. Requires the application of intensive and diversified knowledge of engineering principles and concepts in broad areas of assignments and related fields.

Functional Responsibility: Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer based storage sub-systems (Storage Area Network – SAN) project or a number of smaller projects with many complex features.

Minimum Education: Bachelor’s degree in engineering, computer science, science, or a related field. An additional four (4) years of related experience is required in lieu of a degree. SAN Architect

**Job Title: Junior Storage Systems Engineer**

Minimum/General Experience: Six (6) years related experience in designing, developing, and implementing specialized techniques and practices in state-of-the-art Information Technology, Business Processes, Technology Applications, for Complex Computer Based Storage Sub-Systems. Requires the application of intensive and diversified knowledge of engineering principles and concepts in broad areas of assignments and related fields.

Functional Responsibility: Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer based storage sub-systems (Storage Area Networks – SAN) project or a number of smaller projects with many complex features.

Minimum Education: Bachelor’s degree in engineering, computer science, science, or a related field. An additional four (4) years of related experience is required in lieu of a degree. SAN Architect

**Job Title: Documentation Specialist**

Minimum General Experience: Two (2) years experience in documentation development supporting state-of-the-art Information Technology, Business Processes, Technology Applications, and Complex Computer Based Systems projects. Requires knowledge of commercial, military, or ANSI documentation standards and a demonstrated ability to compose, edit, and modify technical and programmatic documents.

Functional Responsibility: Generates and modifies technical reports, specifications, manuals, proposals, brochures, guides, and other documentation in support of state-of-the-art Information System, Business Processes, Technology Applications, and Complex Computer Based Systems.

Minimum Education: Associate's degree or completion of a course of study in a field related to technical writing/editing. A minimum of four (4) years of related experience is required in lieu of the education requirement.

**Job Title: Senior Network Engineer**

Minimum/General Experience: Ten (10) years related experience in designing, developing, and implementing specialized techniques and practices in state-of-the-art Information Technology, Business Processes, Technology Applications, for Complex Computer Network Based Systems. Requires the application of intensive and diversified knowledge of engineering principles and concepts in broad areas of assignments and related fields.

Functional Responsibility: Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer based network systems project or a number of smaller projects with many complex features.

Minimum Education: Bachelor's degree in engineering, computer science, science, or a related field. An additional four (4) years of related experience is required in lieu of a degree. CCIE or MNS

**Job Title: Junior Network Engineer**

Minimum/General Experience: Six (6) years related experience in designing, developing, and implementing specialized techniques and practices in state-of-the-art Information Technology, Business Processes, Technology Applications, for Complex Computer Network Based Systems. Requires the application of intensive and diversified knowledge of engineering principles and concepts in broad areas of assignments and related fields.

Functional Responsibility: Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer network based systems project or a number of smaller projects with many complex features.

Minimum Education: Bachelor's degree in engineering, computer science, science, or a related field. An additional four (4) years of related experience is required in lieu of a degree. CCNP, CCNA or CCDA

**Job Title: Senior Security Engineer**

Minimum/General Experience: Ten (10) years related experience in designing, developing, and implementing specialized techniques and practices in state-of-the-art Information Technology, Business Processes, Technology Applications, for Complex Computer Security Systems. Requires the application of intensive and diversified knowledge of engineering principles and concepts in broad areas of assignments and related fields.

Functional Responsibility: Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer security systems project or a number of smaller projects with many complex features.

Minimum Education: Bachelor's degree in engineering, computer science, science, or a related field. An additional four (4) years of related experience is required in lieu of a degree. CISSP, NSA-IAM, CCSE, CCSA.

**Job Title: Junior Security Engineer**

Minimum/General Experience: Six (6) years related experience in designing, developing, and implementing specialized techniques and practices in state-of-the-art Information Technology, Business Processes, Technology Applications, for Complex Computer Security Systems. Requires the application of intensive and diversified knowledge of engineering principles and concepts in broad areas of assignments and related fields.

Functional Responsibility: Plans, develops, coordinates, designs, tests, and directs technical elements of a large and complex computer security systems project or a number of smaller projects with many complex features.

Minimum Education: Bachelor's degree in engineering, computer science, science, or a related field. An additional four (4) years of related experience is required in lieu of a degree. CCSE, CCSA, NSA, ISS

**29. LIST OF EQUIPMENT**

SIN	Part No.	Description	Net GSA	Prod Pt.
132-8CA	PEGA-KB100	SONY - KYBD FOR CLIE PEN-NX PEG-TG PEG-SJ SERIES	\$83.12	JP
132-8	PEGA-UC60K	SONY - USB CRADLE ALL CLIE PEG-TAUTH REQUIRED	\$39.93	JP
132-8	PEGA-GC10	SONY - GAME CONTROLLER FITS ALL CLIE	\$24.93	JP
132-8	PEG-TJ35	SONY - CLIE TJ35 HNDH 200MHZ W/ USB 32MB MP3 PLYR PALM OS	\$221.29	US
132-8	PEG-TJ25	SONY - CLIE TJ25 HNDH 200MHZ 16MB W/ USB PALM OS	\$181.36	US
132-8	PEGA-CA23	SONY - CCASE FOR TJ AND SJ SERIES	\$20.72	JP
132-8	PEGA-CA33/B	SONY - BI-FOLD CCASE FOR TJ SERIES	\$27.62	JP
132-8	PEGA-PF70	SONY - PRIVACY FILTER FOR NZ NX SERIES	\$8.97	JP
132-8	PEGA-PF60	SONY - PRIVACY FILTER FOR TJ TG AND SJ SERIES	\$8.97	JP
132-8	PEG-NX60/U	SONY - AUTH REQ CLIE NX60 HNDH SILVER W/O CAMERA 16MB	\$404.82	JP
132-8	PEGA-UC90	SONY - USB CRADLE FOR NZ SERIES	\$64.39	JP
132-8	PEG-UX40/U	SONY - CLIE UX40 HNDH W/ DIGTL CAM BLUETOOTH CAPABLE	\$531.13	US
132-8	PEGA-UC55	SONY - USB CRADLE FOR TJ TG SJ SERIES	\$23.95	JP
132-8	PEGA-BP500	SONY - LION BATT PK FOR NZ SERIES	\$64.39	JP
132-8	PEG-NZ90/U	SONY - CLIE NZ90 HNDH 16MB USB CRADLE DIGTLCAM BLUETOOTH	\$708.17	JP
132-8	PEGA-SP60	SONY - SCREEN PROTECTOR FOR T SL SJ SERIES	\$6.90	JP
132-8	PEGA-SPC100K	SONY - USB SPK CRADLE FOR PEG-NX SERIES AUTH REQ	\$83.12	JP
132-8	PEGA-PF40	SONY - PRIVACY FILTER FOR UX SERIES	\$8.97	JP
132-8	PEGA-SA10	SONY - AUDIO ADPT FOR CLIE T415 AUTH REQ	\$83.12	JP
132-8	PEGA-SP40	SONY - SCREEN PROTECTOR FOR CLIE UX SERIES	\$6.90	JP
132-8	PEGA-WL110	SONY - WLS LAN CARD 802.11B CF TYPE II	\$125.64	JP
132-8	PEG-SJ22	SONY - CLIE SJ22 HNDH PDA 16MB W/ USB CABLE	\$137.63	JP

132-8	PEG-TG50	SONY - CLIE TG50 HNDH PDA 16MB W/ USB CRADLE BLUETOOTH	\$272.04	JP
132-8	PEGA-UC50	SONY - USB CRADLE FOR CLIE	\$23.95	JP
132-8	PEGA-CC5	SONY - CLIE HNDH CAR CRADLE FOR NX80V NX73V TG50	\$249.37	JP
132-8	PEG-UX50/U	SONY - CLIE UX50 HNDH W/ 802.11 BLUETOOTH W/ DIGTL CAM	\$619.65	US
132-8	PEGA-ST60	SONY - STYLUS CLIE T665 T615 SJ20 SJ22 SJ30 NX70V NX60	\$9.09	JP
132-8	PEGA-CA40	SONY - BLK LTHR CCASE FOR CLIE UX SERIES	\$34.53	JP
132-8	PEGA-BC10	SONY - BATT ADPT FOR NR70 NR70V T415 T615 AUTH REQ	\$31.94	JP
132-8	PEGA-SP70	SONY - SCREEN PROTECTOR CLIE NR SERIES LCD AUTH REQUIRED	\$6.90	JP
132-8	PEGA-JC40K	SONY - CRADLE CHRG W/ AC ADPT FOR CLIE UX SERIES	\$39.93	JP
132-8	PEGA-EB40	SONY - EXT LION BATT FOR 3X OP TIME FOR CLIE UX SERIES	\$95.86	JP
132-8	PEGA-ST61	SONY - STYLUS FOR NZ NX NR T SJ SL SERIES	\$10.53	JP
132-8	PEGA-KB20	SONY - MINI KYBD ALL CLIE PEG-T AUTH REQUIRED	\$41.55	JP
132-8	PEGA-AC10	SONY - AC ADPT FOR CLIE T415T615 SERIES AUTH REQ	\$23.95	US
132-8	PCGGRT270P1E	SONY - GRT270P1E NB P4/2600 1GB 80GB DVD CDRW 16.1IN XPP	\$3,332.55	US
132-8	PCGGRT250P16	SONY - GRT250P16 NB P4/2200 512M80GB DVDRW CDRW 15IN XPP	\$2,263.81	US
132-8	PCGGRT250P17	SONY - GRT250P17 NB P4/2200 512M80GB DVD CDRW 15 TFT XPP	\$2,069.49	US
132-8	PCGGRT2506	SONY - GRT2506 NB P4/2200 512MB 60GB DVD CDRW 15 TFT XPH	\$1,651.70	US
132-8	PCGGRT270P9	SONY - GRT270P9 NB P4/2200 256MB40GB DVDRW CDRW 16.1 WXPP	\$2,088.92	US
132-8	PCGGRT250PC	SONY - GRT250PC NB P4/2200 512MB60GB DVDRW CDRW 15IN WXPP	\$1,943.18	US
132-8	PCGGRT250PD	SONY - GRT250PD NB P4/2200 512MB60GB DVD CDRW 15IN WXPP	\$1,748.86	US
132-8	PCGGRT2504	SONY - GRT2504 NB P4/2400 256MB 40GB DVDRW CDRW 15IN WXP	\$1,603.12	US
132-8	PCGGRT270P22	SONY - GRT270P22 NB P4/2800 512M80GB DVDRW CDRW 16.1 XPP	\$2,701.02	US
132-8	PCGGRT270P12	SONY - GRT270P12 NB P4/2800 1GB 80GB DVDRW CDRW 16.1 XPP	\$3,041.08	US
132-8	PCGV505DC1PC	SONY - V505DC1PC NB PM/1400 256M40GB DVD CDRW 12.1 IN XPP	\$1,797.44	US
132-8	PCGGRT270PF	SONY - GRT270PF NB P4/2600 512MB80GB DVDRW CDRW 16.1 WXPP	\$3,089.66	US
132-8	PCGGRT2508	SONY - GRT2508 NB P4/2200 256MB 40GB DVD CDRW 15 TFT XPH	\$1,505.97	US
132-8	PCGGRT270P11	SONY - GRT270P11 NB P4/2600 1GB 80GB DVDRW CDRW 16.1 XPP	\$3,478.30	US
132-8	PCGGRT270K4	SONY - GRT270K4 NB P4/2600 512MB80GB DVD CDRW 16.1IN W2K	\$2,895.34	US
132-8	PCGGRT270PE	SONY - GRT270PE NB P4/2600 512MB80GB DVD CDRW 16.1IN XPP	\$2,895.34	US
132-8	PCGGRT250K2	SONY - GRT250K2 NB P4/2400 256MB40GB DVD CDRW 15 TFT W2K	\$1,505.97	US
132-8	PCGGRT270P21	SONY - GRT270P21 NB P4/2800 1GB 80GB DVDRW CDRW 16.1 XPP	\$3,089.66	US
132-8	PCGGRT2707	SONY - GRT2707 NB P4/2600 512MB 80GB DVD CDRW 16.1IN XPH	\$2,798.18	US
132-8	PCGGRT250P19	SONY - GRT250P19 NB P4/2600 512M80GB DVDRW CDRW 15TFT XPP	\$2,798.18	US
132-8	PCGGRT270P1D	SONY - GRT270P1D NB P4/2600 512M80GB DVD CDRW 16.1IN XPP	\$2,943.92	US
132-8	PCGGRT250A	SONY - GRT250A NB P4/2200 256MB 40GB DVDRW CDRW 15 IN XPH	\$1,700.29	US
132-8	PCGGRT250K3	SONY - GRT250K3 NB P4/2200 512MB60GB DVD CDRW 15 TFT W2K	\$1,748.86	US
132-8	PCGGRT250P15	SONY - GRT250P15 NB P4/2200 256M40GB DVDRW CDRW 15 IN XPP	\$1,797.44	US
132-8	PCGGRT250P13	SONY - GRT250P13 NB P4/2200 256M40GB DVD CDRW 15 TFT XPP	\$1,603.12	US
132-8	PCGGRT250K1	SONY - GRT250K1 NB P4/2200 256MB40GB DVD CDRW 15 TFT W2K	\$1,554.55	US
132-8	PCGZ1VAP2	SONY - Z1VAP2 NB PM/1700C 1GB 80GB DVD CDRW 14.1IN WXPP	\$2,914.77	JP
132-8	PCGV505DC1P12	SONY - V505DC1P12 NB PM/1800 512MB 60GB DVD CDRW 12.1 XPP	\$2,477.56	US
132-8	PCGV505DC2P4	SONY - V505DC2P4 NB P4/2400 256M60GB DVD CDRW 12.1 IN XPP	\$1,943.18	US
132-8	PCGV505DC2P3	SONY - V505DC2P3 NB P4/2400 256M40GB DVD CDRW 12.1 IN XPP	\$1,846.02	US
132-8	PCGV505DC2P1	SONY - V505DC2P1 NB P4/2200 256M40GB DVD CDRW 12.1 IN XPP	\$1,700.29	US
132-8	PCGV505DC2P5	SONY - V505DC2P5 NB P4/2200 256M60GB DVD CDRW 12.1 IN XPP	\$1,797.44	US
132-8	PCGV505DC1PF	SONY - V505DC1PF NB PM/1400 512M60GB DVD CDRW 12.1IN WXPP	\$1,894.61	US
132-8	PCGV505DC11	SONY - V505DC11 NB PM/1400C 256M40GB DVD CDRW 12.1IN WXP	\$1,748.86	US
132-8	PCGV505DC1P1	SONY - V505DC1P1 NB PM/1400C 256MB 40G DVD CDRW 12.1 WXPP	\$1,846.02	US
132-8	PCGV505DC2PB	SONY - V505DC2PB NB P4/2400 512M60GB DVD CDRW 12.1 IN XPP	\$2,234.65	US
132-8	PCGV505DC1P2	SONY - V505DC1P2 NB PM/1400C 256MB 60G DVD CDRW 12.1 WXPP	\$1,894.61	US
132-8	PCGV505DC23	SONY - V505DC23 NB P4/2400 256MB40GB DVD CDRW 12.1 IN XPH	\$1,748.86	US
132-8	PCGZ1VAP1	SONY - Z1VAP1 NB PM/1600C 512MB 60GB DVD CDRW 14.1IN WXPP	\$2,283.24	JP
132-8	PCGV505DC2PC	SONY - V505DC2PC NB P4/2400 1GB 60GB DVD CDRW 12.1IN WXPP	\$2,671.88	US
132-8	PCGV505DC1PE	SONY - V505DC1PE NB PM/1800 256M40GB DVD CDRW 12.1 IN XPP	\$2,380.40	US
132-8	PCGV505DC1PD	SONY - V505DC1PD NB PM/1600 256M40GB DVD CDRW 12.1 IN XPP	\$2,088.92	US

132-8	PCGV505DC16	SONY - V505DC16 NB PM/1400 256MB40GB DVD CDRW 12.1 IN XPH	\$1,700.29	US
132-8	PCGGRT250P1A	SONY - GRT250P1A NB P4/2200 512M60GB DVDRW CDRW 15IN WXPP	\$1,991.76	US
132-8	PCGV505BCP1	SONY - V505BCP1 NB P4/2000 256MB40GB DVD CDRW 12.1IN WXPP	\$1,622.56	US
132-8	PCGV505DC1P8	SONY - V505DC1P8 NB PM/1600C 512MB 60GB DVD CDRW 12.1 XPP	\$2,428.97	US
132-8	PCGV505DC1P7	SONY - V505DC1P7 NB PM/1600C 512MB 60G DVD CDRW 12.1 WXPP	\$2,234.65	US
132-8	PCGTR2AP1	SONY - TR2AP1 NB PM/1000C 512MB 40GB DVD CDRW 10.6 IN XPP	\$2,234.65	JP
132-8	PCGGRT270P1C	SONY - GRT270P1C NB P4/2600 512M80GB DVDRW CDRW 16.1 XPP	\$3,138.24	US
132-8	PCGGRT290ZP24	SONY - GRT290ZP24 NB P4/3060 51260GB DVDRW CDRW 16.1 XPP	\$2,720.46	US
132-8	PCGGRT290ZP23	SONY - GRT290ZP23 NB P4/3060 51260GB DVDRW CDRW 16.1 XPP	\$2,671.88	US
132-8	PCGV505DC21	SONY - V505DC21 NB P4/2200 256MB40GB DVD CDRW 12.1 IN XPH	\$1,603.12	US
132-8	PCGGRT290ZP28	SONY - GRT290ZP28 NB P4/3060 2GB80GB DVDRW CDRW 16.1 XPP	\$5,324.31	US
132-8	PCGGRT290ZP27	SONY - GRT290ZP27 NB P4/3060 1GB80GB DVDRW CDRW 16.1 XPP	\$3,381.13	US
132-8	PCGGRT290ZP26	SONY - GRT290ZP26 NB P4/3060 1GB80GB DVDRW CDRW 16.1 XPP	\$3,332.55	US
132-8	PCGGRT290ZP25	SONY - GRT290ZP25 NB P4/3060 51280GB DVDRW CDRW 16.1 XPP	\$2,943.92	US
132-8	PCGV505DC2K1	SONY - V505DC2K1 NB P4/2200 256M40GB DVD CDRW 12.1 IN W2K	\$1,700.29	US
132-8	PCGTR2AP3	SONY - TR2AP3 NB PM/1000C 1GB 40GB DVD CDRW 10.6 IN XPP	\$2,428.97	JP
132-8	PCGGRT250P18	SONY - GRT250P18 NB P4/2600 512M80GB DVD CDRW 15 TFT XPP	\$2,603.86	US
132-8	PCGV505DC2K3	SONY - V505DC2K3 NB P4/2400 1GB 60GB DVD CDRW 12.1IN W2K	\$2,623.29	US
132-8	PCGV505DC2K2	SONY - V505DC2K2 NB P4/2400 256M40GB DVD CDRW 12.1IN W2K	\$1,846.02	US
132-8	PCGV505DC2P9	SONY - V505DC2P9 NB P4/2200 512M60GB DVD CDRW 12.1IN WXPP	\$1,943.18	US
132-8	PCGV505DC2P8	SONY - V505DC2P8 NB P4/2200 256M60GB DVD CDRW 12.1IN WXPP	\$1,846.02	US
132-8	PCGV505DC2PA	SONY - V505DC2PA NB P4/2400 512M60GB DVD CDRW 12.1IN WXPP	\$2,283.24	US
132-8	PCGV505DC2P6	SONY - V505DC2P6 NB P4/2400 256M60GB DVD CDRW 12.1IN WXPP	\$1,991.76	US
132-8	PCGV505DC24	SONY - V505DC24 NB P4/2400 256MB60GB DVD CDRW 12.1IN WXPH	\$1,846.02	US
132-8	PCGV505DC2P2	SONY - V505DC2P2 NB P4/2200 256M40GB DVD CDRW 12.1IN WXPP	\$1,748.86	US
132-8	PCGV505DC22	SONY - V505DC22 NB P4/2200 256MB40GB DVD CDRW 12.1 IN XPH	\$1,651.70	US
132-8	PCGGRT270P1F	SONY - GRT270P1F NB P4/2600 1GB 80GB DVDRW CDRW 16.1 XPP	\$3,526.87	US
132-8	PCGGRT100K3	SONY - GRT100K3 NB P4/2000 256MB40GB DVD CDRW 15IN W2K	\$1,486.54	US
132-8	PCGGRT1003	SONY - GRT1003 NB P4/2000 256MB 40GB DVD CDRW 15IN WXPH	\$1,389.37	US
132-8	PCGV505BC4	SONY - V505BC4 NB P4/2000 256MB 40GB DVD CDRW 12.1IN WXPH	\$1,573.98	US
132-8	PCGGRT1008	SONY - GRT1008 NB P4/2000 256MB 40GB DVDRW CDRW 14.1 WXPH	\$1,554.55	US
132-8	PCGGRT100P2	SONY - GRT100P2 NB P4/2000 256MB40GB DVD CDRW 14.1IN WXPP	\$1,408.80	US
132-8	PCGGRT100P3	SONY - GRT100P3 NB P4/2000 256MB40GB DVD CDRW 15IN WXPP	\$1,486.54	US
132-8	PCGGRT100P31	SONY - GRT100P31 NB P4/2200 256M40GB DVD CDRW 16.1IN WXPP	\$2,040.34	US
132-8	PCGZ1RA	SONY - Z1RA NB PM/1500C 512MB 60G DVD CDRW 14.1IN WXPH	\$2,331.82	JP
132-8	PCGGRT100P14	SONY - GRT100P14 NB P4/2000 256M40GB DVDRW CDRW 14.1 XWPP	\$1,651.70	US
132-8	PCGGRT10014	SONY - GRT10014 NB P4/2200 256MB40GB DVD CDRW 16.1IN WXPH	\$1,943.18	US
132-8	PCGGRT100P1	SONY - GRT100P1 NB P4/2400 256MB40GB DVD CDRW 14.1IN WXPP	\$1,360.23	US
132-8	PCGGRT100P8A	SONY - GRT100P8A NB P4/2000 256M60GB DVDRW CDRW 15IN WXPP	\$1,826.58	US
132-8	PCGGRT100K23	SONY - GRT100K23 NB P4/2200 512M40GB DVD CDRW 16.1IN W2K	\$2,312.39	US
132-8	PCGGRT100P77	SONY - GRT100P77 NB P4/2500 1GB 80GB DVDRW CDRW 16.1 WXPP	\$3,624.04	US
132-8	PCVW30	SONY - W30 MT P4/2000 512MB 80GBDVD CDRW ETH 56K FDD WXPH	\$1,390.46	US
132-8	PCGV505DC12	SONY - V505DC12 NB PM/1400C 256M60GB DVD CDRW 12.1 IN XPH	\$1,797.44	US
132-8	PCVRZ20CG2	SONY - RZ20CG2 MT P4/3060 1000MB400GB DVD DVDRW ETH XPP	\$2,331.82	US
132-8	PCVRZ20CG1	SONY - RZ20CG1 MT P4/2800 512MB 120GB DVD DVDRW ETH WXPP	\$1,554.55	US
132-8	PCVRZ20CD2	SONY - RZ20CD2 MT P4/2660 512MB 80GB DVD DVDRW ETH WXPP	\$1,165.91	US
132-8	PCVRZ20CD1	SONY - RZ20CD1 MT P4/2400 256MB 60GB DVD CDRW ETH FD WXPP	\$893.86	US
132-8	PCGZ1A	SONY - Z1A NB PM/1300C 512MB 60GB DVD CDRW 14.1IN WXPH	\$2,234.65	JP
132-8	PCGGRT1001	SONY - GRT1001 NB P4/2400 256MB 40GB DVD CDRW 14.1IN WXPH	\$1,263.06	US
132-8	PCVRZ32G	SONY - RZ32G MT P4/2600 512MB 80GB DVDRW CDRW WXPH	\$1,311.65	US
132-8	PCGGRT100P78	SONY - GRT100P78 NB P4/2000 256M40GB DVD CDRW 15IN WXPP	\$1,535.11	US
132-8	PCGGRT10021	SONY - GRT10021 NB P4/2000 256MB40GB DVD CDRW 15IN WXPH	\$1,437.95	US
132-8	PCGGRT1002	SONY - GRT1002 NB P4/2000 256MB 40GB DVD CDRW 14.1IN WXPH	\$1,311.65	US
132-8	PCGV505BCP4	SONY - V505BCP4 NB P4/2000 256MB60GB DVD CDRW 12.1IN WXPP	\$1,797.44	US
132-8	PCGV505BCP6	SONY - V505BCP6 NB P4/2400 256MB40GB DVD CDRW 12.1IN WXPP	\$1,972.33	US

132-8	PCGV505BCP7	SONY - V505BCP7 NB P4/2000 512MB60GB DVD CDRW 12.1IN WXPP	\$2,040.34	US
132-8	PCGV505BC2	SONY - V505BC2 NB P4/2000 256MB 40GB DVD CDRW 12.1IN WXP	\$1,525.40	US
132-8	PCGGRX7001	SONY - GRX7001 NB P4/1800 256MB 30GB DVD CDRW 16.1IN WXP	\$1,661.42	US
132-8	PCGGRT250PB	SONY - GRT250PB NB P4/2400 256MB40GB DVDRW CDRW 15TFT XPP	\$1,700.29	US
132-8	PCGGRT250P14	SONY - GRT250P14 NB P4/2400 256M40GB DVD CDRW 15IN WXPP	\$1,554.55	US
132-8	PCGGRT250P1	SONY - GRT250P1 NB P4/2200 256MB40GB DVD CDRW 15IN WXPP	\$1,554.55	US
132-8	PCGGRT2501	SONY - GRT2501 NB P4/2200 256MB 40GB DVD CDRW 15IN WXP	\$1,457.38	US
132-8	PCGGRT270P2	SONY - GRT270P2 NB P4/2200 256MB40GB DVD CDRW 16.1IN WXPP	\$1,894.61	US
132-8	PCGGRT250P5	SONY - GRT250P5 NB P4/2400 256MB40GB DVD CDRW 15IN WXPP	\$1,505.97	US
132-8	PCGV505DX	SONY - V505DX NB PM/1400C 512MB 60GB DVD CDRW 12.1XGA XPH	\$1,846.02	US
132-8	PCGGRT2502	SONY - GRT2502 NB P4/2400 256MB 40GB DVD CDRW 15IN WXP	\$1,408.80	US
132-8	PCGV505DXP	SONY - V505DXP NB PM/1400C 512MB60GB DVD CDRW 12.1XGA XPP	\$1,943.18	US
132-8	PCGGRT250P7	SONY - GRT250P7 NB P4/2800 256MB40GB DVD CDRW 15 TFT XPP	\$1,651.70	US
132-8	PCGGRT250P6	SONY - GRT250P6 NB P4/2660 256MB40GB DVD CDRW 15 TFT XPP	\$1,603.12	US
132-8	PCGGRT2505	SONY - GRT2505 NB P4/2200 512MB 60GB DVDRW CDRW 15TFT XPH	\$1,846.02	US
132-8	PCGGRT250P4	SONY - GRT250P4 NB P4/2600 256MB40GB DVD CDRW 15 TFT XPP	\$2,088.92	US
132-8	PCGGRT250P3	SONY - GRT250P3 NB P4/2400 256MB40GB DVD CDRW 15 TFT XPP	\$1,661.42	US
132-8	PCGGRT250PA	SONY - GRT250PA NB P4/2200 256MB40GB DVDRW CDRW 15TFT XPP	\$1,748.86	US
132-8	PCGGRT2509	SONY - GRT2509 NB P4/2400 256MB 40GB DVD CDRW 15 TFT XPH	\$1,457.38	US
132-8	PCGGRT270P8	SONY - GRT270P8 NB P4/2800 256MB40GB DVD CDRW 16.1IN WXPP	\$1,991.76	US
132-8	PCVW510G	SONY - W510G DT P4/2400 512MB 80GB DVD CDRW 17.5IN XPH	\$1,651.70	JP
132-8	PCGGRT2503	SONY - GRT2503 NB P4/2200 256MB 40GB DVDRW CDRW 15IN WXP	\$1,651.70	US
132-8	PCGGRT270P1B	SONY - GRT270P1B NB P4/2200 512M60GB DVDRW CDRW 16.1 WXPP	\$2,380.40	US
132-8	PCVR46G	SONY - RZ46G MT P4/3200 1GB MEM 200GB DVDRW CDRW XPP MCE	\$2,162.33	US
132-8	PCGTR2A	SONY - TR2A NB PM/1000C 512MB 40GB DVD CDRW 10.6 TFT XPH	\$2,137.50	JP
132-8	PCGZ1VA	SONY - Z1VA NB PM/1600C 512MB 60GB DVD CDRW 14.1 TFT XPH	\$2,234.65	JP

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

1. LEASING PRICE LIST NOTICE:

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

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

2. STATEMENT OF ORDERING ACTIVITY INTENT:

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

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

3. LEASE TERM:

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

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

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

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

#### 4. LEASE TERMINATION:

- (a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
- (i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).
- (ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- (b) Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling
- (c) Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.
- (d) Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
- (e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

#### 5. ORDERING PROCEDURES:

- (a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:
- (i) Which product(s) is (are) required.
  - (ii) The required delivery date.
  - (iii) The proposed lease plan and term of the lease.
  - (iv) Where the product will be located.
  - (v) Description of the intended use of the product.
  - (vi) Source and type of appropriations to be used.

- (b) The Contractor will respond with:
  - (i) Whether the Contractor can provide the required product.
  - (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
  - (iii) The monthly payment based on the rate.
  - (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
  - (v) A confirmation of the availability of the product on the required delivery date.
  - (vi) Extent of warranty coverage, if any, of the leased products.
  - (vii) The length of time the quote is valid.
- (c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

6. ASSIGNMENT OF CLAIMS:

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

7. PEACEFUL POSSESSION AND UNRESTRICTED USE:

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

8. COMMENCEMENT OF LEASE:

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

9. INSTALLATION AND MAINTENANCE:

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

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

10. MONTHLY PAYMENTS:

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

b. (b) To determine the initial lease term payment, the Contractor will use to the equivalent term U.S. Treasury Bill rate as published in the Federal Reserve statistical release H.15 – constant maturities plus 425 basis points. The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel)

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

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

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

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

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

11. LEASE END/DISCONTINUANCE OPTIONS:

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

(i) to purchase the product for the residual value of the product, or

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

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

c. Returns:

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

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

(iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

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

12. UPGRADES AND ADDITIONS:

a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:

- (1) can be removed without causing material damage to the product;
- (2) do not reduce the value of the product; and
- (3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:

- (1) were not leased from the Contractor, and
- (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

c. Any additions that are not so removable will become the Contractor's property (lien free).

d. Leases of additions and upgrades must be co-terminus with that of the product.

13. RISK OF LOSS OR DAMAGE:

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

14. TITLE:

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

15. TAXES:

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