

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

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

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

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

CHANGE SUMMARY: Contract Extension

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

Please see attached documents for more detail.

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

CN Number:
SRM Parent Number:
SAP/SRM Contract Number: 4400004253
Change Number: 2
Change Effective Date: 4/28/2010

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

For: All using Agencies of the Commonwealth
Subject: Carahsoft - GSA PA (Symantec Software)
Contract Period: Beginning 5/1/2009 and Ending 11/14/2010
Commodity Specialist: XT3 - Thomas Teprovich - (717) 783-0257

CHANGE SUMMARY:

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. PS-0544	3. EFFECTIVE DATE 05-19-2010	4. REQUISITION/PURCHASE REG. NO.	5. PROJECT NO. (IF APPLICABLE) 070
6. Issued By Code IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON, VA 22202		7. ADMINISTERED BY (if other than Item 6) Code GSA/FAS CONT MGMT DIV (2FQC-1) 10 CAUSEWAY ST BOSTON MA 02222 617-565-7600	

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)


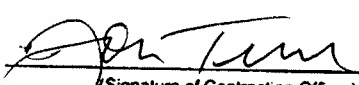
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

14. DESCRIPTION OF **AMENDMENT/MODIFICATION** (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The above number contract is modified as follows:
 The purpose of this modification is to temporarily extend the contract period from May 18, 2010 to November 14, 2010.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Ellen Ford Contracts Mgr		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) John Terrell	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12-9-09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/10/09

CN Number:
SRM Parent Number:
SAP/SRM Contract Number: 4400004253
Change Number: 3
Change Effective Date: 11/15/2010

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

For: All using Agencies of the Commonwealth
Subject: Carahsoft - GSA PA (Symantec Software)
Contract Period: Beginning 5/1/2009 and Ending 5/13/2011
Commodity Specialist: XT3 - Thomas Teprovich - (717) 783-0257

CHANGE SUMMARY:

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. PO-0624		3. EFFECTIVE DATE 11-15-2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (IF APPLICABLE) 070
6. Issued By Code		7. ADMINISTERED BY (If other than item 6) Code		
IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON, VA 22202		GSA/FAS CONT MGMT DIV (2FQC-1) 10 CAUSEWAY ST BOSTON MA 02222 617-565-7600		

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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF :
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : 52.212-4 (c)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)


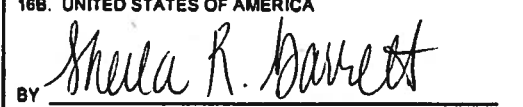
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

a. This modification approves the temporary extension for an additional 180 days in order to negotiate changes and prepare documentation supporting a new contract award. The new contract end date is May 13, 2011.

b. All other terms and conditions remain unchanged.

POC Andrea Bartula, Contract Specialist, 817-850-8185 or andrea.bartula@gsa.gov.
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Ellen Ford; Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheila R. Garrett, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-29-2010	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10-29-2010

SF-30 Modification PO-0624 of Contract GS-35F-0131R

The following Special Item Numbers are affected by this modification:

The Subject contract is hereby modified as follows:

- a) Item Addition(s)
 - New Products
 - New Manufacturer(s)
- b) Item Deletions: Equipment no longer in production but available for purchase until full inventory is exhausted.
- c) Price Reductions(s)
 - Permanent through end of contract period
 - Temporary from
- d) Economic Price Adjustment
- e) Other Changes(s):

The above modification(s) are/is in accordance with the attached letter(s) from CARASOFT TECHNOLOGY CORPORATION Dated Oct 27, 2010.

CARASOFT TECHNOLOGY CORPORATION shall include the above changes as a supplemental pricelist and distribute it to the Government agencies which received the basic pricelist. Three (3) copies of the pricelist should be furnished to the Contracting Officer within fifteen (15) days from receipt of this document. Two (2) copies should be forwarded to the following address:

General Services Administration
National Customer Service Center (6FR)
1500 E. Bannister Road, Bldg. #4
Kansas City, MO 64131 - 3009

CARASOFT TECHNOLOGY CORPORATION shall upload all applicable changes to the GSA Advantage! as soon as possible, but not later than 5 calendar days from the receipt of this document.

CARASOFT TECHNOLOGY CORPORATION shall submit within 10 calendar days from the receipt of this document, a notification to the Contracting Officer of the date which all applicable changes were uploaded to the GSA Advantage!.

Additional comments and/or provisions:

All other terms and conditions remain the same.

CN Number:
SRM Parent Number:
SAP/SRM Contract Number: 4400004253
Change Number: 4
Change Effective Date: 5/12/2011

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

For: All using Agencies of the Commonwealth
Subject: Carahsoft - GSA PA (Symantec Software)
Contract Period: Beginning 5/1/2009 and Ending 11/9/2011
Commodity Specialist: XT3 - Thomas Teprovich - (717) 783-0257

CHANGE SUMMARY:

Carahsoft has been temporarily extended GSA contract GS-35F-0131R to November 9, 2011, therefore COPA has extended its Participating Addendum to reflect this extension.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES 1 | 1
 2. AMENDMENT/MODIFICATION NO. PS-0632 3. EFFECTIVE DATE 05-06-2011 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (IF APPLICABLE) 070

6. Issued By _____ Code _____ 7. ADMINISTERED BY (if other than Item 6) _____ Code _____
 IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON, VA 22202
 GSA/FAS/QV0CC 10 CAUSEWAY ST BOSTON MA 02222

8. Name and Address of Contractor (No., street, county, State and ZIP Code)
 CARAHSOFT TECHNOLOGY CORPORATION
 12369 SUNRISE VALLEY DR STE D2
 RESTON, VA 201915430
 CODE _____ FACILITY CODE _____

(x) 9A. AMENDMENT OF SOLICITATION NO _____
 9B. DATED (SEE ITEM 11) _____
 X 10A. MODIFICATION OF CONTRACT/ORDER NO GS-35F-0131R
 10B. DATED (SEE ITEM 13) Nov 19, 2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

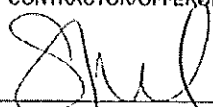
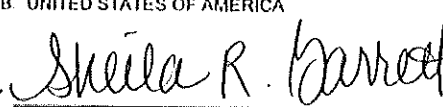
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF :
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : 52.212-4(c), Changes (to process a temporary extension)
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 01 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The above number contract is modified as follows:
 a. The purpose of the modification is to process a temporary extension of the period of performance of the contract from 14 May 2011 through 9 November 2011. The reason for the extension is to allow time to renegotiate a new contract award.
 b. All other terms and conditions shall remain unchanged.

POC: Sheila R. Garrett, ph: 817-850-8312
 Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Ellen Ford, Contracts Manager Carahsoft Technology Corporation	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheila R. Garrett, Contracting Officer IT Schedule 70, Region 7
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/6/2011
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/6/2011

SF-30 Modification PS-0632 of Contract GS-35F-0131R

The following Special Item Numbers are affected by this modification:

The Subject contract is hereby modified as follows:

- a) Item Addition(s)
 - New Products
 - New Manufacturer(s)
- b) Item Deletions: Equipment no longer in production but available for purchase until full inventory is exhausted.
- c) Price Reductions(s)
 - Permanent through end of contract period
 - Temporary from
- d) Economic Price Adjustment
- e) Other Changes(s):

The above modification(s) are/is in accordance with the attached letter(s) from CARAHSOFT TECHNOLOGY CORPORATION Dated Apr 25, 2011.

CARAHSOFT TECHNOLOGY CORPORATION shall include the above changes as a supplemental pricelist and distribute it to the Government agencies which received the basic pricelist. Three (3) copies of the pricelist should be furnished to the Contracting Officer within fifteen (15) days from receipt of this document. Two (2) copies should be forwarded to the following address:

General Services Administration
National Customer Service Center (6FR)
1500 E. Bannister Road, Bldg. #4
Kansas City, MO 64131 - 3009

CARAHSOFT TECHNOLOGY CORPORATION shall upload all applicable changes to the GSA advantage! as soon as possible, but not later than 5 calendar days from the receipt of this document.

CARAHSOFT TECHNOLOGY CORPORATION shall submit within 10 calendar days from the receipt of this document, a notification to the Contracting Officer of the date which all applicable changes were uploaded to the GSA Advantage!.

Additional comments and/or provisions:

All other terms and conditions remain the same.

CN Number:
SRM Parent Number:
SAP/SRM Contract Number: 4400004253
Change Number: 5
Change Effective Date: 11/9/2011

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

For: All using Agencies of the Commonwealth
Subject: Carahsoft - GSA PA (Symantec Software)
Contract Period: Beginning 5/1/2009 and Ending 5/7/2012
Commodity Specialist: XT3 - Thomas Teprovich - (717) 783-0257

CHANGE SUMMARY:

Carahsoft has been temporarily extended GSA contract GS-35F-0131R to May 7, 2012, therefore COPA has extended its Participating Addendum to reflect this extension.

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

CN Number:
SRM Parent Number:
SAP/SRM Contract Number: 4400004253
Change Number: 6
Change Effective Date: 5/8/2012

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

For: All using Agencies of the Commonwealth
Subject: Carahsoft - GSA PA (Symantec Software)
Contract Period: Beginning 5/1/2009 and Ending 12/19/2016
Commodity Specialist: XT3 - Thomas Teprovich - (717) 783-0257

CHANGE SUMMARY:

Carahsoft has completed the renewal of their GSA contract GS-35F-0615S under the GSA Agreement Number GS-35F-0119Y . This renewal allows COPA to extend the Participating Addendum contract through 12/19/2016. All Terms and Conditions agreed to between the Commonwealth and Carahsoft, Corp. through contract 4400004253 still apply. Please see the documents below for additional informaiton.

The Commonwealth has assigned a new Commodity Specialist to manage the Carahsoft - GSA PA (Symantec Software). All correspondence for this agreement should be sent to Joseph Millovich. Please see the contact information below.

Joseph Millovich | IT Commodity Specialist
Governor's Office of Administration |Office for Information Technology
Bureau of IT Procurement
506 Finance Building | Harrisburg, PA 17120
Phone:(717) 214-3434|E-mail: jmillovich@pa.gov

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



pennsylvania
OFFICE OF ADMINISTRATION

INFORMATION TECHNOLOGY
May 8, 2012

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

Dear Ms. Borman

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

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

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

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

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

Sincerely,


Joseph Millovich
Commodity Specialist

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

Yes No

Signature 

Title Symantec SLED Manager

Date 5/8/12



AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

- Special Item No. 132-8 Purchase of New Equipment
 - Special Item No. 132-12 Equipment Maintenance
 - Special Item No. 132-32 Term Software Licenses
 - Special Item No. 132-33 Perpetual Software Licenses
 - Special Item No. 132-34 Maintenance of Software as a Service
 - Special Item No. 132-50 Training Courses
 - Special Item No. 132-51 Information Technology Professional Services
-

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

- ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

- Microcomputer Control Devices
- Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

- ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

- Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

- Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES



Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

Telephone Equipment

Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas

Broadcast Band Radio Transmitters/Receivers/Antennas

Microwave Radio Equipment/Antennas and Waveguides

Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

- Installation (FPDS Code N070) for Equipment Offered

- Deinstallation (FPDS N070)

- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.



SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES

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 NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

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 NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services



- FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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



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

Contract Number: GS-35F-0119Y

Period Covered by Contract: December 20, 2011 through December 19, 2016

General Services Administration
Federal Acquisition Service

Pricelist current through Mod 053, dated 04/18/2012

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).



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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:
48 CONUS, Alaska, Hawaii & Puerto Rico

2. Contractor's Ordering Address and Payment Information:

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

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

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



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

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification Under Federal Schedule Contract
- Block 16: Data Universal Numbering System (DUNS) Number: 08-8365767
- Block 30: Type of Contractor: B
- Block 31: Woman-Owned Small Business - No
- Block 37: Contractor's Taxpayer Identification Number (TIN): 52-2189693
- Block 40: Veteran Owned Small Business (VOSB): N/A

- 4a. CAGE Code: 1P3C5
- 4b. Contractor has not registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-8</u>	<u>30Days</u>
<u>132-12</u>	<u>30Days</u>
<u>132-32</u>	<u>30Days</u>
<u>132-33</u>	<u>30Days</u>
<u>132-34</u>	<u>30Days</u>
<u>132-50</u>	<u>30Days</u>
<u>132-51</u>	<u>30Days</u>

Expedited/2 Day delivery is available for an extra fee

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

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity – None.



- c. Dollar Volume – None.
- d. Other Special Discounts – None.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not available within the scope of this contract.

10. Small Requirements: The minimum dollar of orders to be issued is \$100.00

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

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

Special Item Number 132-8 - Purchase of Equipment

Special Item Number 132-12 - Equipment Maintenance

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 - Maintenance of Software as a Service

Special Item Number 132-51 - Information Technology Professional Services

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

Special Item Number 132-50 - Training Courses

- c. The Maximum Order for the following Special Item Numbers (SINs) is \$1,000,000:

Special Item Number 132-60A-F – Access Certificates for Electronic Services (ACES) Program

Special Item Number 132-61 – Public Key Infrastructure (PKI) Shared Service Provider (SSP) Program

Special Item Number 132-62 – HSPD-12 Product and Service Components

- d. The Maximum Order for the following Special Item Numbers (SINs) is \$150,000:

Special Item Number 132-100 - Ancillary Supplies and/or Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S.



Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated



funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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



- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

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

The Geographic Scope of Contract will be domestic and overseas delivery

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive 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 apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

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

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): www.carahsoft.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

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

See Attached Price Schedule

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive 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 apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

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

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its 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.

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.

The Manufacturers standard commercial warranty applies and that warranty is notated every manufacturer product line in the pricelist.

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

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

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

Carahsoft Technology Corporation
12369 Sunrise Valley Drive, Ste D-2
Reston, VA 20191

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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



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

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 25 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

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

Carahsoft Technology Corporation
12369 Sunrise Valley Drive, Suite D-2
Reston, VA 20191

Or, manufacturer support center as listed on the order

2. MAINTENANCE ORDER

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

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

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

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

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

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

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

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

4. LOSS OR DAMAGE

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

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

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

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

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

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

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

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

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS



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

b. REGULAR HOURS

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

c. AFTER HOURS

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

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

None

e. QUANTITY DISCOUNTS

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

Quantity Range	Discounts
<u> N/A </u> Units	<u> 0 </u> %
<u> N/A </u> Units	<u> 0 </u> %
<u> N/A </u> Units	<u> 0 </u> %

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

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



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

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

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

REPAIR SERVICE RATES

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



*MINIMUM CHARGES INCLUDE ___ FULL HOURS ON THE JOB.

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

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

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

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

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

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of _____

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period _____

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

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor 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, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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



TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. 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.

2. GUARANTEE/WARRANTY

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

The Manufacturers standard commercial warranty applies and that warranty is notated every manufacturer product line in the pricelist.

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

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

3. TECHNICAL SERVICES

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

4. SOFTWARE MAINTENANCE

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

_____ 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 NOT 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.



_____ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

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

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

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

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

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

Not available under the scope of this contract.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Not available under the scope of this contract.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.



(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

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 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. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. 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.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Not available under the scope of this contract.

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

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online 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.



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.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not Offered



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

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional 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 these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional 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 (MAR 2009) (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 (MAR 2009) (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. RESUMES

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



14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

Carahsoft Technology Corporation

Base Period

YEAR 1

Commercial Labor Category	Proposed GSA Schedule Rate without IFF	Proposed GSA Schedule Rate with IFF
Consulting Engineer (CON-CE)	\$198.50	\$200.00
Senior Information Architect (CON-SIA)	\$248.13	\$250.00
Senior Consulting Engineer (CON-SCE)	\$228.28	\$230.00
Senior Project Manager (CON-SPM)	\$242.74	\$244.57
Information Architect (CON-IA)	\$193.54	\$195.00
Project Manager (CON-PM)	\$193.54	\$195.00

Carahsoft will submit yearly escalation requests in accordance with the EPA clause I-FSS-969, paragraph (b)(2). The escalation will be based upon the Employment Cost Index.



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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Craig P. Abod, Phone: 703-871-8500, email: cpa@carahsoft.com, Fax: 703-935-8505.**



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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



- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

Orders under a Team Arrangement are subject to terms and conditions 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.



ATTACHMENT 1 –AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

<http://www.carahsoft.com/contracts/participatingdealers2/>

ATTACHMENT 2 - Approved IT Manufacturers

Approved IT Manufacturers:

Actiance	Acquia	Adobe	Cloudera	EMC
EVGA	F5	10GEN	HP	IQM2
Kofax	KZO Innovations	Mark Logic	Miserware	mPower
PixLogic	Salesforce.com	Seros	Symantec	TerraGo
Thetus	ThinLaunch	Viewfinity	XCEND	Xsigo

Commonwealth Contractor Responsibility Program Clearance Certificate

Federal Identification Number 52-2189693

Certificate Number HCC 11873

Business Name CARAHSOFT TECHNOLOGY CORPORATION

Trade Name

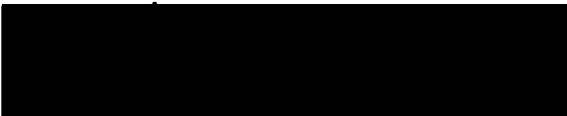


THE PA DEPARTMENT OF REVENUE CERTIFIES THAT THE INFORMATION ON OUR RECORDS AS OF 4/12/2012
REFLECTS THE FOLLOWING:

- Yes ALL STATE TAX REPORTS HAVE BEEN FILED AND ALL STATE TAXES PAID;
- No ALL STATE TAXES DUE ARE SUBJECT TO A TIMELY ADMINISTRATIVE OR JUDICIAL APPEAL;
- No ALL STATE TAXES DUE ARE SUBJECT TO A DULY APPROVED DEFERRED PAYMENT PLAN.

THIS CERTIFICATE IS ISSUED IN ACCORDANCE WITH MANAGEMENT DIRECTIVE 215.9, BASED ON FACTS
PRESENTLY KNOWN BY THE DEPARTMENT OF REVENUE.

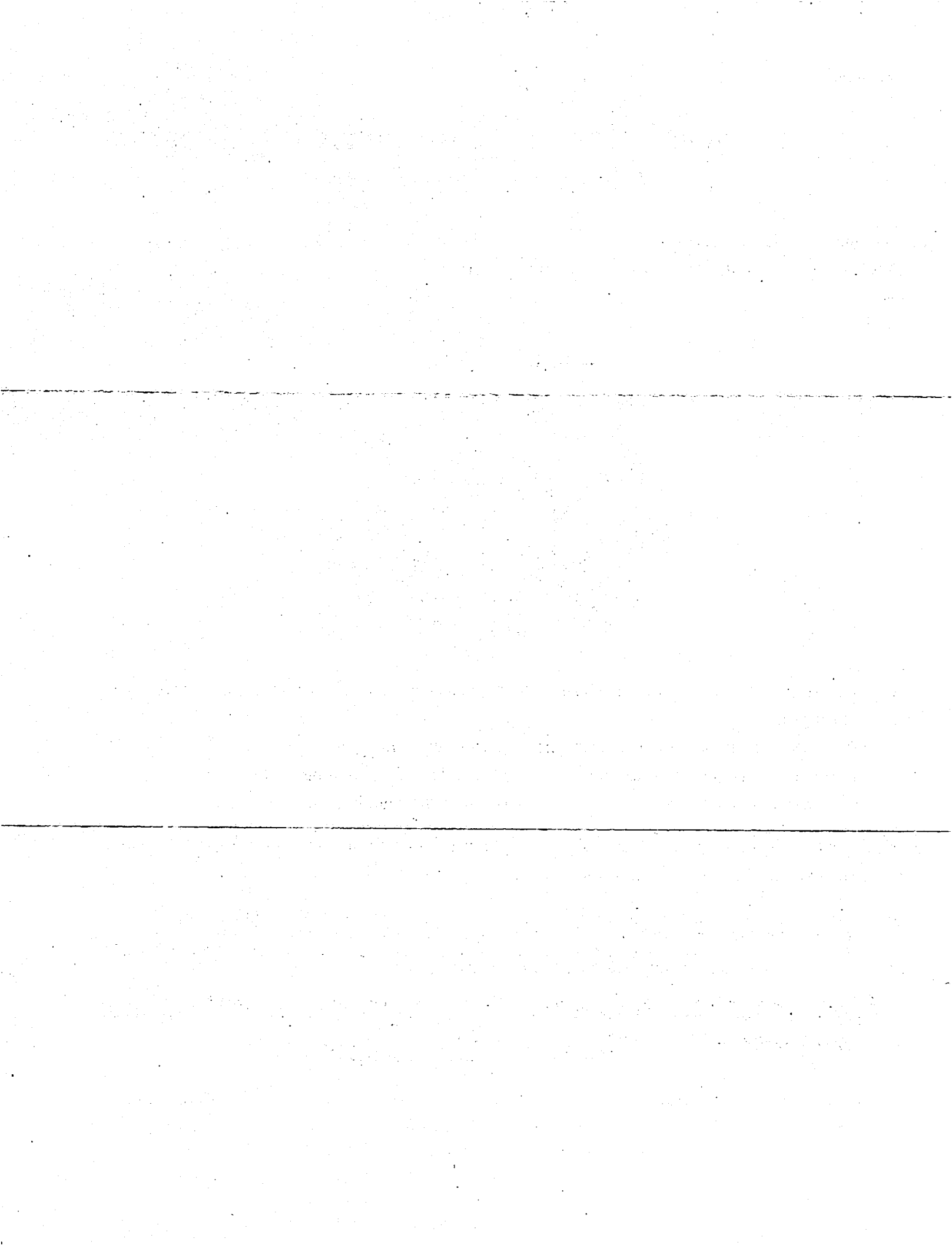
THIS CERTIFICATE CANNOT BE USED AS AN ESTOPPEL AGAINST THE DEPARTMENT IF FURTHER FACTS BECOME
KNOWN TO THE DEPARTMENT. THIS CERTIFICATE DOES NOT REPLACE THE REQUIREMENT OF SECURING A "BULK
SALE CLEARANCE CERTIFICATE" UNDER THE PROVISIONS OF SECTION 1403 OF THE FISCAL CODE OR ANY OTHER
SIMILAR CERTIFICATE OR DOCUMENT ISSUED BY THE DEPARTMENT OF REVENUE.



4/12/2012

PA DEPARTMENT OF REVENUE

Valid for 15 days after issue date





PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 7
CHANGE EFFECTIVE DATE: 12/19/12

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/16

COMMODITY SPECIALIST: Joe Millovich **TELEPHONE:** 717-214-3434 **EMAIL:** jmillovich@pa.gov

CHANGE SUMMARY:

Please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 12/7/2012

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

AdVantage

AdvisorMail

AntiVirus (Endpoint Protection)

AntiVirus Corporate Edition

App Center Enterprise Edition

App Center Ready

App Center Standard Edition

ApplicationHA

Asset Management Suite

Authentic Document IDs for BREW

Backup Exec

Backup Exec 3600 Appliance

Backup Exec Small Business Edition

Backup Exec V-Ray Edition

Backup Exec.cloud

Certificate Intelligence Center

Certificate Lifecycle Platform

Client Management Suite

Cluster File System

Cluster Server

Code Signing Certificates for Adobe AIR

Code Signing Certificates for Java

Code Signing Certificates for Microsoft Authenticode

Code Signing Certificates for Microsoft Office and VBA

Code Signing Certificates for Windows Phone

Code Signing Certificates for Windows® Phone Private Enterprise

Code Signing for Android

Command Line

CommandCentral Enterprise Reporter

CommandCentral Storage

Control Compliance Suite

Critical System Protection

Critical System Protection Monitoring Edition

Data Insight

Data Loss Prevention

Data Loss Prevention Standard

Deployment Solution

Desktop and Laptop Option

Desktop Corporate

Desktop Email

Desktop Home

Desktop Professional

Desktop Storage

Device Certificate Service

Digital IDs for Secure Email

Disaster Recovery Advisor

Dynamic Multi-Pathing

Dynamic Multi-Pathing for VMware

ECA Certificates

eDiscovery Platform

Email Continuity.cloud

Email Encryption.cloud

Email Security.cloud

Endpoint Encryption Device Control

Endpoint Encryption Full Disk Edition

Endpoint Encryption Removable Storage Edition

Endpoint Protection

Endpoint Protection for Windows Embedded

Endpoint Protection Mobile Edition

Endpoint Protection Small Business Edition 2013

Enterprise Solution for Hadoop™

Enterprise Vault

Enterprise Vault.cloud

Extended Validation Code Signing

FireEye

Ghost Solution Suite

Instant Messaging Security.cloud

IT Management Suite

Mail Security for Domino

Mail Security for Microsoft Exchange

Managed PKI for SSL

Managed PKI Service

Message Filter

Messaging Gateway

Messaging Gateway Small Business Edition

Mobile AntiVirus for Windows Mobile

Mobile Management

Mobile Management for Configuration Manager

Mobile Management Suite

Mobile Security

Mobile Security for Symbian

Mobile Security Suite for Windows Mobile

NetBackup

NetBackup Appliance 5000 Series

NetBackup Appliance 5200 Series

NetBackup PureDisk

NetBackup Storage Migrator

NetShare

Next Generation Network Protection

Nimble

Operations Manager

Operations Manager Advanced

OpsCenter Analytics

Patch Management Solution

pcAnywhere

Premium AntiSpam

Protection Center

Protection Engine for Cloud Services

Protection Engine for Network Attached Storage

Protection for SharePoint Servers

Protection Suite Enterprise Edition

Protection Suite Small Business Edition

Replicator

Risk Automation Suite

Safenet

Safe Site

Secure Site Pro SSL Certificates

Secure Site Pro with EV SSL Certificates

Secure Site SSL Certificates

Secure Site Wildcard SSL Certificates

Secure Site with EV SSL Certificates

Security Information Manager

Server Management Suite

ServiceDesk

ServiceNow

Shared Service Provider PKI

Storage Foundation

Storage Foundation Basic

Storage Foundation for Oracle RAC

Storage Foundation for Sybase ASE CE

Storage Foundation High Availability for Windows

Symantec O₃

System Recovery Desktop Edition

System Recovery Linux Edition

System Recovery Server Edition

System Recovery Small Business Server Edition

System Recovery Virtual Edition

Traffic Shaper

Trust Center Account for Enterprise

Universal Gateway Email

Universal Server

Validation and ID Protection Service

VirtualStore

Web Gateway

Web Security.cloud

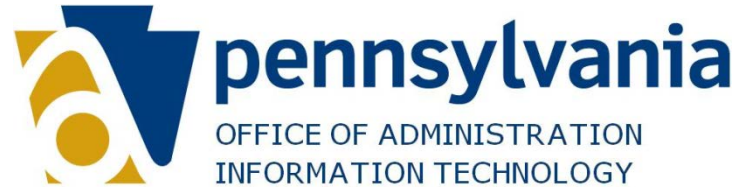
Whole Disk Encryption

Whole Disk Encryption Workgroup Edition

Workspace Corporate/Remote

Workspace Streaming

Workspace Virtualization



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 8
CHANGE EFFECTIVE DATE: 10/22/14

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/16

COMMODITY SPECIALIST: Joe Millovich **TELEPHONE:** 717-214-3434 **EMAIL:** jmillovich@pa.gov

CHANGE SUMMARY:

Please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 10/21/2014

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

10zig

AdVantage

Advisor Mail

AntiVirus (Endpoint Protection)

AntiVirus Corporate Edition

App Center Enterprise Edition

App Center Ready

App Center Standard Edition

Application HA

Arista Networks

Asset Management Suite

Authentic Document IDs for BREW

Backup Exec

Backup Exec 3600 Appliance

Backup Exec Small Business Edition

Backup Exec V-Ray Edition

Backup Exec.cloud

Carahsoft Consulting Services

Carahsoft Installation Services

Carahsoft Professional Services

Carahsoft Training Services

Certificate Intelligence Center

Certificate Lifecycle Platform

Ciena

Client Management Suite

Cluster File System

Cluster Server Code Signing

Certificates for Adobe AIR Code

Signing Certificates for Java

Code Signing Certificates for Microsoft Authenticode

Code Signing Certificates for Microsoft Office and VBA

Code Signing Certificates for Windows Phone

Code Signing Certificates for Windows® Phone Private Enterprise

Code Signing for Android

Command Line

Command Central Enterprise Reporter

Command Central Storage

Control Compliance Suite

Critical System Protection

Critical System Protection Monitoring Edition

Data Center Security

Data Insight

Data Loss Prevention

Data Loss Prevention Standard

Deployment Solution

Desktop and Laptop Option

Desktop Corporate Desktop

Email

Desktop Home

Desktop Professional

Desktop Storage

Device Certificate Service

Digital IDs for Secure Email

Disaster Recovery Advisor

Dynamic Multi-Pathing

Dynamic Multi-Pathing for VMware

ECA Certificates

eDiscovery Platform

Email Continuity.cloud

Email Encryption.cloud

Email Security.cloud

Endpoint Encryption Device Control

Endpoint Encryption Full Disk Edition

Endpoint Encryption Removable Storage Edition

Endpoint Protection

Endpoint Protection for Windows Embedded

Endpoint Protection Mobile Edition

Endpoint Protection Small Business Edition 2013

Enterprise Solution for Hadoop™

Enterprise Vault

Enterprise Vault.cloud

EVGA

Extended Validation Code Signing

F5 Networks

FireEye

Ghost Solution Suite

Instant Messaging Security.cloud

IT Management Suite

Mail Security for Domino

Mail Security for Microsoft

ExchangeManaged PKI for SSL

Managed PKI Service Message Filter

Messaging Gateway

Messaging Gateway Small Business

Edition Mobile AntiVirus for Windows

Mobile Mobile Management

Mobile Management for Configuration

Manager Mobile Management Suite

Mobile Security

Mobile Security for Symbian

Mobile Security Suite for Windows Mobile

NetBackup

NetBackup Appliance 5000 Series

NetBackup Appliance 5200 Series

NetBackup PureDisk

NetBackup Storage Migrator

NetShare

Next Generation Network Protection

Nimble

Nutanix

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Operations Manager Advanced

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Protection for SharePoint Servers

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Server Management Suite

ServiceDesk

ServiceNow

ServiceNow Education Services

ServiceNow Professional Services

ServiceNow Packaged Services

Shared Service Provider PKI

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Storage Foundation Basic

Storage Foundation for Oracle RAC

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Storage Foundation High Availability for Windows

Symantec O₃

System Recovery Desktop Edition

System Recovery Linux Edition

System Recovery Server Edition

System Recovery Small Business Server Edition

System Recovery Virtual Edition

Teradici

Tintri

Traffic Shaper

Trust Center Account for Enterprise

Universal Gateway Email

Universal Server

Validation and ID Protection Service

VirtualStore

Web Gateway

Web Security.cloud

Whole Disk Encryption

Whole Disk Encryption Workgroup Edition

Workspace Corporate/Remote

Workspace Streaming

Workspace Virtualization



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 9
CHANGE EFFECTIVE DATE: 03/19/15

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/16

COMMODITY SPECIALIST: Joe Millovich **TELEPHONE:** 717-214-3434 **EMAIL:** jmillovich@pa.gov

CHANGE SUMMARY:

Please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 02/13/2015

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

10zig

AdVantage

Advisor Mail

AntiVirus (Endpoint Protection)

AntiVirus Corporate Edition App

Center Enterprise Edition App

Center Ready

App Center Standard Edition

Application HA

Arista Networks

Asset Management Suite Authentic

Document IDs for BREW Backup

Exec

Backup Exec 3600 Appliance Backup

Exec Small Business Edition Backup

Exec V-Ray Edition

Backup Exec.cloud

Carahsoft Consulting Services

Carahsoft Installation Services

Carahsoft Professional Services

Carahsoft Training Services

Certes Networks

Certificate Intelligence Center

Certificate Lifecycle Platform

Ciena

Cleversafe

Client Management Suite Cluster

File System

Cluster Server Code Signing

Certificates for Adobe AIR Code

Signing Certificates for Java

Code Signing Certificates for Microsoft Authenticode Code

Signing Certificates for Microsoft Office and VBA Code

Signing Certificates for Windows Phone

Code Signing Certificates for Windows® Phone Private Enterprise Code

Signing for Android

Command Line

Command Central Enterprise Reporter

Command Central Storage

Control Compliance Suite Critical

System Protection

Critical System Protection Monitoring Edition

Data Center Security

Data Insight

Data Loss Prevention

Data Loss Prevention Standard Deployment

Solution

Desktop and Laptop Option

Desktop Corporate Desktop

Email

EMC

Desktop Home Desktop

Professional Desktop

Storage

Device Certificate Service Digital

IDs for Secure Email Disaster

Recovery Advisor Dynamic Multi-

Pathing

Dynamic Multi-Pathing for VMware ECA

Certificates

eDiscovery Platform Email

Continuity.cloud Email

Encryption.cloud Email

Security.cloud

Endpoint Encryption Device Control

Endpoint Encryption Full Disk Edition

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Endpoint Protection Mobile Edition

Endpoint Protection Small Business Edition 2013

Enterprise Solution for Hadoop™

Enterprise Vault

Enterprise Vault.cloud

EVGA

Extended Validation Code Signing

F5 Networks

FireEye

FlexAnalytics

Ghost Solution Suite

Gigamon

Imation

Instant Messaging Security.cloud IT

Management Suite

Mail Security for Domino

Mail Security for Microsoft

ExchangeManaged PKI for SSL

Managed PKI Service Message Filter

Messaging Gateway

Messaging Gateway Small Business

Edition Mobile AntiVirus for Windows

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Mobile Management for Configuration

Manager Mobile Management Suite

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Mobile Security Suite for Windows Mobile NetBackup

NetBackup Appliance 5000 Series

NetBackup Appliance 5200 Series

NetBackup PureDisk

NetBackup Storage Migrator

NetShare

Next Level Security System (NLSS)

Next Generation Network Protection

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Oblong

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Protection for SharePoint Servers

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Protection Suite Small Business Edition

Replicator

Risk Automation Suite

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Management Suite ServiceDesk

ServiceNow

ServiceNow Education Services

ServiceNow Professional Services

ServiceNow Packaged Services

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System Recovery Virtual Edition

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Universal Server

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Veritas

VirtualStore

Web Gateway

Web Security.cloud

Whole Disk Encryption

Whole Disk Encryption Workgroup Edition

Workspace Corporate/Remote

Workspace Streaming

Workspace Virtualization

xXsigo Systems



PARENT CONTRACT NUMBER:
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 10
CHANGE EFFECTIVE DATE: 6/19/2017

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/21

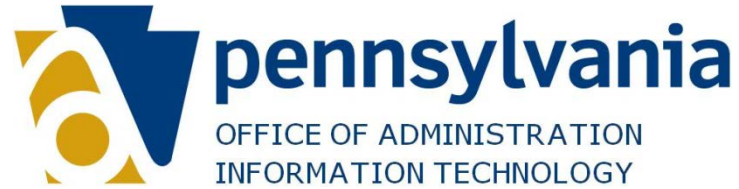
COMMODITY SPECIALIST: Joe Millovich **TELEPHONE:** 717-214-3434 **EMAIL:** jmillovich@pa.gov

CHANGE SUMMARY:

Carahsoft has completed the renewal of their GSA contract GS-35F-0615S under the GSA Agreement Number GS-35F-0119Y . This renewal allows COPA to extend the Participating Addendum contract through 12/19/2021. All Terms and Conditions agreed to between the Commonwealth and Carahsoft, Corp. through contract 4400004253 still apply. Please see the documents below for additional information.

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1.Contract ID Code	Page of Pages 1 2
Amendment/Modification No. PO-0781	3. Effective Date: Jun 18, 2017	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 70
6. Issued By: General Service Administration OFFICE OF IT SCHEDULE PROGRAMS 1800 F ST. NW WASHINGTON DC 20405		7. Administered By: (If Other) GSA/FAS/QVOCC 10 CAUSEWAY ST BOSTON MA 02222	
8. Name and Address of Contractor (No. Street, County, State and Zip Code) CARAHSOFT TECHNOLOGY CORPORATION 1860 MICHAEL FARADAY DR, SUITE 100 RESTON, VA 201905328		9A Amendment of Solicitation No:	
		9B. Dated (See Item 11)	
		X	10A. Modification of Contract/Order No. GS35F0119Y 10B. Dated (See Item 13) Dec 20, 2011
Code	Facility Code		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/>	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers	<input type="checkbox"/>	is extended <input type="checkbox"/> is not extended.
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications: Unilateral		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority): See Block 13 Notes...		
E.	IMPORTANT: Contractor: is not <input checked="" type="checkbox"/> , is <input type="checkbox"/> required to sign this document and return, ___ copies to the issuing office.		
14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Bilateral modification of FSC Group 70, Information Technology Equipment, Software and Services Multiple Award Schedule Contract GS-35F-0119Y by exercising the first contract extension (option). The revised period of the contract shall be 20 December 2011 through 19 December 2021. Carahsoft accepted Transactional Data Reporting (TDR) on 16 June 2017. The TDR terms and conditions were incorporated into the schedule contract via Modification PS-1150 dated 16 June 2017, which was awarded prior to the award of Modification PO-0781 exercising the Continue next page...			
15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Paul J. Flake	
15B. CONTRACTOR/OFFEROR Signature Not Required <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By Signed electronically See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Jun 17, 2017



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 11
CHANGE EFFECTIVE DATE: 10/30/17

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/21 **COMMODITY**

SPECIALIST: Joe Millovich **TELEPHONE:** 717-214-3434

EMAIL: jmillovich@pa.gov

CHANGE SUMMARY:

Please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 10/30/2017

The following software titles and related services and maintenance may be procured through this participating addendum.

Carahsoft Consulting Services

Carahsoft Installation Services

Carahsoft Professional Services

Carahsoft Training Services

FireEye

Gigamon

Nimble Storage

RSA Security

ServiceNow

ServiceNow Education Services

ServiceNow Professional Services

ServiceNow Packaged Services

Splunk

Symantec

Veritas



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 12
CHANGE EFFECTIVE DATE: 3/21/19

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/21 **COMMODITY**

SPECIALIST: Joe Millovich **TELEPHONE:** 717-214-3434

EMAIL: jmillovich@pa.gov

CHANGE SUMMARY:

Please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 3/20/2019

The following software titles and related services and maintenance may be procured through this participating addendum.

Carahsoft Consulting Services

Carahsoft Installation Services

Carahsoft Professional Services

Carahsoft Training Services

Cellebrite

FireEye

Gigamon

Nimble Storage

RSA Security

ServiceNow

ServiceNow Education Services

ServiceNow Professional Services

ServiceNow Packaged Services

Splunk

Symantec

Veritas



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 13
CHANGE EFFECTIVE DATE: 11/08/19

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/21

COMMODITY SPECIALIST: Janis Brown **TELEPHONE:** 717-346-3829 **EMAIL:** janibrown@pa.gov

CHANGE SUMMARY:

Please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 11/8/2019

The following software titles and related services and maintenance may be procured through this participating addendum.

Amazon Web Services (AWS)

Carahsoft Consulting Services

Carahsoft Installation Services

Carahsoft Professional Services

Carahsoft Training Services

Cellebrite

FireEye

Gigamon

Nimble Storage

RSA Security

ServiceNow

ServiceNow Education Services

ServiceNow Professional Services

ServiceNow Packaged Services

Socrata (Tyler Technologies)

Splunk

Symantec

Veritas



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 14
CHANGE EFFECTIVE DATE: 02/24/2020

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/21

COMMODITY SPECIALIST: Janis Brown **TELEPHONE:** 717-346-3829 **EMAIL:** janibrown@pa.gov

CHANGE SUMMARY:

Please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 2/21/2020

The following software titles and related services and maintenance may be procured through this participating addendum.

Amazon Web Services (AWS)

Carahsoft Consulting Services

Carahsoft Installation Services

Carahsoft Professional Services

Carahsoft Training Services

Cellebrite

FireEye

Gigamon

Nimble Storage

RSA Security

Salesforce

ServiceNow

ServiceNow Education Services

ServiceNow Professional Services

ServiceNow Packaged Services

Socrata (Tyler Technologies)

Splunk

Symantec

Veritas



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 15
CHANGE EFFECTIVE DATE: 03/16/2020

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/21

COMMODITY SPECIALIST: Janis Brown **TELEPHONE:** 717-346-3829 **EMAIL:** janibrown@pa.gov

CHANGE SUMMARY:

Please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 3/12/2020

The following software titles and related services and maintenance may be procured through this participating addendum.

Amazon Web Services (AWS)

Carahsoft Consulting Services

Carahsoft Installation Services

Carahsoft Professional Services

Carahsoft Training Services

Cellebrite

FireEye

Gigamon

Nimble Storage

RSA Security

Salesforce

ServiceNow

ServiceNow Education Services

ServiceNow Professional Services

ServiceNow Packaged Services

Socrata (Tyler Technologies)

Splunk

Symantec

TRADS (Transunion)

Veritas



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 16
CHANGE EFFECTIVE DATE: 05/01/2020

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/21

COMMODITY SPECIALIST: Chris Price **TELEPHONE:** 717-346-8188 **EMAIL:** chrisprice@pa.gov

CHANGE SUMMARY:

DGS contract manager for this contract has been changed Chris Price.

In, addition please see the updated product list attached to this change notice.

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

Exhibit C

Approved Product List

**Updated 5/1/2020

The following software titles and related services and maintenance may be procured through this participating addendum.

Amazon Web Services (AWS)

Carahsoft Consulting Services

Carahsoft Installation Services

Carahsoft Professional Services

Carahsoft Training Services

Cellebrite

DocuSign

FireEye

Gigamon

Nimble Storage

RSA Security

Salesforce

ServiceNow

ServiceNow Education Services

ServiceNow Professional Services

ServiceNow Packaged Services

Socrata (Tyler Technologies)

Splunk

Symantec

TRADS (Transunion)

Veritas



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 17
CHANGE EFFECTIVE DATE: 11/30/2021

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/26

COMMODITY SPECIALIST: Raeden Hosler **TELEPHONE:** 717-787-4103

EMAIL: rhosler@pa.gov

CHANGE SUMMARY:

Carahsoft has completed the renewal of their GSA contract GS-35F-0615S under the GSA Agreement Number GS-35F_0119Y . This renewal allows COPA to extend the Participating Addendum contract through 12/19/2026. All Terms and Conditions agreed to between the Commonwealth and Carahsoft, Corp. through contract 4400004253 still apply. Please see the document below for additional information.

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



General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

Contractor:

Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
GS-35F-0119Y
Modification Number: A832

Period Covered by Contract:
December 20, 2011 through December 19, 2026

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 541519CDM:	Continuous Diagnostics and Mitigation (CDM) Tools
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. OLM:	Order-Level Materials (OLM)

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is <https://gsaadvantage.gov>



PARENT CONTRACT NUMBER: 4400004253
SAP/SRM CONTRACT NUMBER: 4400004253
CHANGE NUMBER: 18
CHANGE EFFECTIVE DATE: 8/3/2023

USING AGENCY: All Using Agencies

CONTRACT TITLE: Carahsoft - GSA PA (Symantec Software)

CONTRACT PERIOD: Beginning 5/1/09 and Ending 12/19/26

COMMODITY SPECIALIST: Raeden Hosler **TELEPHONE:** 717-787-4103

EMAIL: rhosler@pa.gov

CHANGE SUMMARY:

Exhibit C has been updated to include all available software on the GSA contract. Standard IT Policies still apply.

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

Exhibit C

Approved Product List

**Updated 8/3/2023

The following software titles and related services and maintenance may be procured through this participating addendum.

Exhibit C has been updated to allow all available Software on the GSA contract.