



FULLY EXECUTED
Contract Number: 4400007363
Contract Effective Date: 11/05/2015
Valid From: 10/01/2010 To: 12/31/2016

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

Purchasing Agent
Name: Millovich Joseph
Phone: 717-214-3434
Fax: 717-783-6241

Your SAP Vendor Number with us: 102380

Supplier Name/Address:
IBM CORPORATION
IBM CORPORATION
275 GRANDVIEW AVE STE 201
CAMP HILL PA 17011-1742 US

Supplier Phone Number: 717-547-7088

Please Deliver To:

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

Contract Name:
Enterprise Software - IBM Products

Payment Terms
NET 45 DAYS

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

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

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Licenses, Maintenance and Renewals	0.000		0.00	1	0.00

2	Software Services	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

Contract 4400007363 is to be used for the purchase of IBM Software Licenses, License Renewal and Maintenance, and Services. Product listing and pricing can be found at www.ibm.com/easyaccess/pa.

Per Amendment #1 the contract has been extended through 12/31/2016.

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

CONTRACT AMENDMENT NUMBER 1

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION**

AND

IBM CORPORATION

CONTRACT # 4400007363

THIS CONTRACT AMENDMENT NUMBER 1 is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Office of Administration (“OA”) and IBM Corporation (“Contractor”), located at 2020 Technology Parkway, Mechanicsburg, PA 17050

WITNESSETH:

WHEREAS, DGS issued a request for proposals, RFP No. 6100012054 (“RFP”), for a supplier to provide software to the Commonwealth; and,

WHEREAS, the RFP included nine lots (Lots 2-10) for IBM software products (hereinafter “IBM Software”); and,

WHEREAS, Contractor submitted a proposal to provide IBM Software to the Commonwealth; and,

WHEREAS, the Commonwealth and Contractor entered into Contract Number 4400007376, a two (2) year contract with three (3) additional one (1) year renewals, which became effective on October 1, 2010; and,

WHEREAS, on July 1, 2011, the Department of General Services delegated IT Contracting authority to OA, including this contract; and,

WHEREAS, all of three (3) renewals have been exercised, as well as the three (3) month extension set forth in Section 9 of Exhibit A of Contract Number 4400007376, IT Contract Terms and Conditions, thereby extending the termination date to December 30, 2015; and,

WHEREAS, the parties wish to extend Contract Number 4400007376, for up to one (1) year from December 30, 2015, to allow sufficient time to issue and award a new procurement for software reseller services; and

WHEREAS, the Department of General Services has approved a emergency procurement extension of Contract Number 4400007376 to facilitate this extension.

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

1. The recitals set forth above are incorporated by reference as a material part of this Contract.
2. Contract Number 4400007376 will remain in effect until December 30, 2016, or until the new contract for software reseller services becomes effect, whichever occurs earlier.
3. The Commonwealth and Contractor agree to continue to be bound by the terms and conditions of Contract Number 4400007376.
4. All terms and conditions of Contract Number 440007376 not affected by this Amendment Number 1 shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Witness:



11/4/2015
Date

IBM Corporation



11/4/2015
Date

DAVID LEBO

Printed Name

John Luchetti

Printed Name

IBM PROGRAM MANAGER

Title

IBM CLIENT Executive

Title

SAP Vendor Number – 102380

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: [Signature Affixed Electronically]
Deputy Secretary Date

APPROVED:

[Signature Affixed Electronically]
Comptroller Date

APPROVED AS TO FORM AND LEGALITY:

[Signature Affixed Electronically]
Office of Chief Counsel Date

[Signature Affixed Electronically]
Office of General Counsel Date

[Signature Affixed Electronically]
Office of Attorney General Date



June 23, 2015

IBM Corporation
2020 Technology Pkwy
Mechanicsburg, PA 17050

SUBJECT: Renewal of Contract: 4400007363
Contract Title: Enterprise Software
Term of Extension: October 30, 2010 – December 31, 2015

Dear Mr. Luchetti:

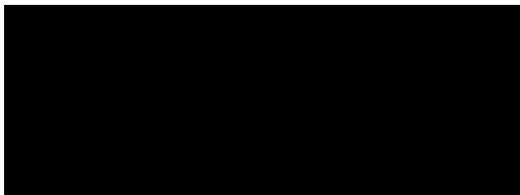
The above referenced contract expires on September 30, 2015. The Commonwealth of Pennsylvania is exercising its right to extend the agreement upon the same terms and conditions for three (3) months as defined in Section 9 of the IT Contract Terms and Conditions:

“OPTION TO ENTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.”

If you have any questions, please contact Joe Millovich at 717-214-3434, or send email inquiries to jmillovich@pa.gov.

Sincerely,



Joseph M. Millovich
Commodity Specialist

June 3, 2013

SUBJECT: Renewal of Contract: 4400007363
Contract Title: Enterprise Software (IBM)
Term of Renewal: October 1, 2013 – September 30, 2014

Dear Mr. Capen:

The Commonwealth is exercising its option to extend the Enterprise Software (IBM) contract between the Commonwealth of Pennsylvania and International Business Machines Corporation. The contract states in sections I-25 Term of Contract:

“The Commonwealth, at its sole option, may renew the contract for up to an additional three (3) years. The Commonwealth may exercise the renewal(s) in single or multiple year increments, at any time during the contract term. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.”

The Commonwealth is renewing the contract for one (1) year. The new termination date will be September 30, 2014.

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 of IT Procurement
613 North Street, 5th Floor Room 506, Finance Building | Harrisburg, PA 17120
phone: 717.214.3434 | fax: 717.214.6983 | email: jmillovich@pa.gov

The Commonwealth requests your acknowledgement of the contract renewal 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 Friday, September 21, 2012.

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

Sincerely,


Joe Millovich
Commodity Specialist

I acknowledge the extension and assignment 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 
Signature
Title RICHARD F. CAPEN
Date CLIENT EXECUTIVE
6/3/2013



pennsylvania

OFFICE OF ADMINISTRATION

INFORMATION TECHNOLOGY

September 12, 2012

SUBJECT: **Renewal of Contract:** 4400007363
 Contract Title: Enterprise Software (IBM)
 Term of Renewal: October 1, 2012 – September 30, 2013

Dear Mr. Capen:

The Commonwealth is exercising its option to extend the Enterprise Software (IBM) contract between the Commonwealth of Pennsylvania and International Business Machines Corporation. The contract states in sections 1-25 Term of Contract:

“The Commonwealth, at its sole option, may renew the contract for up to an additional three (3) years. The Commonwealth may exercise the renewal(s) in single or multiple year increments, at any time during the contract term. The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.”

The Commonwealth is renewing the contract for one (1) year. The new termination date will be September 30, 2013.

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 of IT Procurement
613 North Street, 5th Floor Room 506, Finance Building | Harrisburg, PA 17120
phone: 717.214.3434 | fax: 717.214.6983 | email: jmillovich@pa.gov

The Commonwealth requests your acknowledgement of the contract renewal 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 Friday, September 21, 2012.

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

Sincerely,



Joe Millovich
Commodity Specialist

I acknowledge the extension and assignment 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 

Signature _____
Title CLIENT MANAGER

Date 9/13/2012

CONTRACT BETWEEN
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

AND

IBM CORPORATION

CONTRACT # 4400007363

THIS CONTRACT is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Department of General Services (“DGS”) and IBM Corporation (“Contractor”), located at 2020 Technology Parkway, Mechanicsburg, PA 17050

WITNESSETH:

WHEREAS, DGS issued a request for proposals, RFP No. 6100012054 (“RFP), for a supplier to provide software to the Commonwealth; and,

WHEREAS, the RFP included nine lots (Lots 2-10) for IBM software products (hereinafter “IBM Software”); and,

WHEREAS, Contractor submitted a proposal to provide IBM Software to the Commonwealth; and,

WHEREAS, after taking into consideration all of the evaluation factors set forth in the RFP, the Commonwealth determined that Contractor’s proposal to provide IBM Software (“Proposal”) was the most advantageous to the Commonwealth; and,

WHEREAS, the Commonwealth and Contractor have negotiated this Contract as their final and entire agreement in regard to providing IBM Software to the Commonwealth.

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

1. The recitals set forth above are incorporated by reference as a material part of this Contract.
2. The Commonwealth and Contractor agree to be bound by the IT Contract Terms and Conditions, as negotiated by the parties, attached hereto as Appendix A and made part of this Contract.
3. Contractor shall provide IBM Software to the Commonwealth according to its Proposal, which Proposal is attached hereto as Appendix B and made part of this Contract.

4. Software Products and Services

- i) All Contractor software products and subscription and support services listed in General Services Administration (GSA) Contract #GS-35F-4984H shall be available to the Commonwealth through this Contract. Contractor shall provide these software products and subscription and support services at prices no greater than the prices listed in GSA Contract GS-35F-4984H, which prices may adjust annually. This list may refresh throughout the Contract term to reflect additions and deletions of products and services. Access to available products, subscription and support, and prices can be found at:

www.ibm.com/easyaccess/gsa or www.ibm.com/easyaccess/pa.

The GSA contract number may change during the life of this Contract at which time the Contractor shall notify the Commonwealth of such change.

- ii) Contractor will quote installation and configuration fees based on the scope of work required by the Commonwealth. A Statement of Work (Appendix J of the RFP) for the services will be included with the Purchase Order for the specified product(s).
 - a) Services included in License Fee-Subscription and Support services included with the License Fee will be as set forth in GSA Contract GS-35F-4984H. A twelve (12) month warranty period for new software starts when the license is downloaded by the Commonwealth. In the case where media is received, the warranty starts upon receipt.
 - b) Maintenance and Support Fees-Subscription and Support fees will be as set forth in GSA Contract GS-35F-4984H.
 - c) Support-Subscription and Support services may be renewed annually through IBM Passport Advantage. Pricing for such renewals will be as set forth in GSA Contract GS-35F-4984H.

The Commonwealth may renew the Subscription and Support services referenced in this Contract by paying a renewal fee each year subsequent to the initial warranty period. The Commonwealth shall put forth reasonable efforts to pay the renewal fee within forty-five (45) days of the Subscription and Support renewal date and receipt of a proper invoice. The Annual Support Services renewal period shall be the same day each year unless otherwise agreed to between the Commonwealth and Contractor.

- iii) Contractor may acquire third party software companies during the term of this Contract. During and after any transitional period, Commonwealth and Contractor may agree to make products acquired from the third party available to the Commonwealth for purchase through this Contract. Commonwealth and Contractor may also agree to make additional products available to the Commonwealth for

purchase throughout the term of the Contract. Products that do not fall within the product lot structure set forth in the RFP may be added at the Commonwealth's sole discretion. If such products are added to the Contract, the applicable product-specific license, service and support agreements, as modified by the Commonwealth of Pennsylvania Software License Requirements (set forth in Appendix A), will constitute the terms for licensing and support. Pricing will be quoted on an individual basis until the product is listed on Contractor's GSA contract price list referenced above.

5. Contractor agrees to meet and maintain the commitments to disadvantaged businesses and enterprise zone businesses made in the Disadvantaged Business portion of its Proposal, which is attached hereto as Appendix B and made part of this Contract. Any proposed change to a disadvantaged or enterprise zone business commitment must be submitted to the DGS Bureau of Minority and Women Business Opportunities ("BMWBO"), which will make a recommendation as to a course of action to the Contracting Officer. Contractor shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the Contracting Officer and BMWBO within ten (10) workdays at the end of each calendar quarter that the Contract is in effect.
6. Contractor shall meet the requirements for providing IBM Software and related services set forth in the RFP, which RFP is attached hereto as Appendix C and made part of this Contract.
7. The term of this Contract shall commence on the Effective Date as defined in Paragraph 1a (Term and Scope of Contract) of the IT Contract Terms and Conditions and shall terminate two (2) years from the Effective Date. The Commonwealth, at its sole option, may renew the contract for up to an additional three (3) years. The Commonwealth may exercise the renewal(s) in single or multiple year increments, at any time during the contract term, by written notification provided to the Contractor by the Commonwealth's Contracting Officer.
8. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - a) This Cover Contract; then
 - b) The IT Contract Terms and Conditions, attached hereto as Appendix A; and then
 - c) The Contractor's Proposal, attached hereto as Appendix B; and then
 - d) The RFP, including all of the referenced appendices and as revised by all addenda issued thereto, attached hereto as Appendix C.
9. The Commonwealth and Contractor agree that all notices pursuant to this Contract shall be in writing and mailed by certified mail, return receipt requested, and all other communications shall be in writing and mailed, prepaid first-class, to the following

addresses of the respective parties, or to such other address as may be designated from time to time by the parties:

- a) To DGS: Mr. Thomas Teprovich
Department of General Services
Forum Place 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914
- b) To Contractor: Mr. Gary Lurie
IBM Corporation
2020 Technology Parkway
Mechanicsburg, PA 17050

Contract Support:

General Contact: Vivian Bachorik
Primary Number: 1-800-426-1751 x1781
Secondary Number: 1-800-IBM-PENN
Primary email: bachorik@us.ibm.com

Lead Sales Contact: Mark Johnson
Primary Number: 717-610-2042
Primary email: mrjohnson@us.ibm.com

Other Contact: Rick Capen
Primary Number: 717-610-2048
Primary email: rfcapen@us.ibm.com

Technical Support:

Primary Technical Contact: IBM Software Support
Primary Number: 1-800 IBM-SERV or 1-800-426-7378

10. In accordance with the following terms, DGS may issue this Contract and any subsequent change electronically. Commonwealth agencies will issue Purchase Orders against the Contract according to Paragraph 2 (Purchase Orders) of the IT Contract Terms and Conditions.

- a) The Contract and subsequent Purchase Orders may not include “ink” signatures by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth and DGS, to authorize the Contractor to proceed.

- b) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission or facsimile of a Purchase Order shall require acknowledgement of receipt of the transmission by the Contractor.
- c) Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.
- d) The Commonwealth and the Contractor specifically agree as follow:
 - 1) No handwritten signature shall be required in order for the Contract and Purchase Order to be legally enforceable.
 - 2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly acknowledge its receipt. Any order which is issued electronically or via facsimile shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until DGS has properly received an acknowledgment.
 - 3) The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgment issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements must be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgment issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgment were not in writing or signed by the parties.

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

Witness:

[Redacted Signature] 7/26/2010
Signature Date

IBM Corporation
[Redacted Signature] 7/26/2010
Signature Date

Stephen Pacchioli
Printed Name

GARY S. LURIE
Printed Name

Client Executive
Title

Client Director
Title

Federal I.D. Number – 130871985
SAP Vendor Number – 102380

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: [Signature Affixed Electronically]
Deputy Secretary Date

APPROVED:

[Signature Affixed Electronically]
Comptroller Date

APPROVED AS TO FORM AND LEGALITY:

[Signature Affixed Electronically]
Office of Chief Counsel Date

[Signature Affixed Electronically]
Office of General Counsel Date

[Signature Affixed Electronically]
Office of Attorney General Date

APPENDIX A

IT CONTRACT TERMS AND CONDITIONS

If an award is made to an Offeror, the Offeror shall receive a Contract that obligates the Offeror to furnish the awarded services in accordance with these IT Contract Terms and Conditions:

1. TERM AND SCOPE OF CONTRACT

- (a) The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Contract, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.
- (b) The Commonwealth reserves the right to execute the Contract, Purchase Orders or any follow-up Contract documents in ink or electronically. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (c) The Contractor shall not start performance until all of the following have occurred: (1) the Effective Date has arrived; (2) the Contractor has received a copy of the fully executed Contract; and (3) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date or before the Contractor receives a copy of the fully executed Contract or before the Contractor has received a Purchase Order. Except as otherwise provided in Section 3, no Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.
- (d) The Contractor agrees to furnish the requested services to the Commonwealth as such services are defined in this Contract, the Request for Proposals (RFP) and the Contractor's Proposal.

2. PURCHASE ORDERS

- (a) The Commonwealth may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept Purchase Orders which require performance in excess of those performance time periods specified in the Contract. In no event will the performance time period specified in a Purchase Order extend longer than ninety (90) days after the expiration date of the

Contract period. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

- (b) Purchase Orders will not include an ink signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.
- (d) Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.
- (e) Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (f) The Commonwealth and the Contractor specifically agree as follows:
 - (1) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
 - (3) The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that have been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
 - (4) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

- (g) Purchase Orders under three thousand dollars (\$3,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement VISA Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. The Contractor agrees to accept payment through the use of the Commonwealth Procurement VISA card.

3. DEFINITIONS

- (a) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (b) Days. Unless specifically indicated otherwise, days mean calendar days.
- (c) Developed Works or Developed Materials. All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other literary works, works of authorship, or tangible material authored or prepared by Contractor in carrying out the obligations and services under this Contract, without limitation. The terms are used herein interchangeably.
- (d) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (e) Proposal. Contractor's response to a Request for Proposals (RFP) issued by the Issuing Agency.
- (f) Services. All Contractor activity necessary to satisfy the Contract.

4. CONTRACT SCOPE

- (a) If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.
- (b) Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.
- (c) Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>), including the accessibility standards set out in IT Bulletin ACC001, IT

Accessibility Policy. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

5. IDENTIFICATION NUMBER

The Contractor must have a SAP vendor number.

6. ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) This Contract; then
- (b) The proposal, as accepted by the Commonwealth; and then
- (c) The RFP.

7. CONTRACT INTEGRATION

- (a) This Contract, including the Contract signature pages, together with the proposal and Best and Final Offer, if any, and the RFP and addenda thereto, if any, that are incorporated herein by reference, constitutes the final, complete, and exclusive Contract between the parties containing all the terms and conditions agreed to by the parties.
- (b) All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

8. PERIOD OF PERFORMANCE

The Contractor, for the life of this Contract, shall complete all Services as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services.

9. OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

10. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

11. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with a copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

12. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

13. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14. COMPENSATION

- (a) The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by Purchase Order line item to the address referenced on the Purchase Order promptly after items are satisfactorily delivered. The invoice should include only amounts due under the Contract/Purchase Order. The Purchase Order number must

be included on all invoices. In addition, for time and material tasks, the Commonwealth shall have the right to require the Contractor to prepare and submit a "Work In Progress" sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates, and the purchase order or task order to which it refers

15. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (1) the date on which payment is due under the terms of the Contract; or
 - (2) forty-five (45) calendar days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed).

The payment date shall be the date specified on the invoice if later than the dates established by (1) and (2) above.

- (b) Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.
- (c) Electronic Payments
 - (1) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
 - (2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
 - (3) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

16. ASSIGNABILITY

- (a) Subject to the terms and conditions of this Section, the Contract is binding upon the parties and their respective successors and assigns.

- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- (f) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

17. INSPECTION AND ACCEPTANCE

- (a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (1) For Projects that require software integration at the end of the Project, as set out in the Statement of Work, the Commonwealth’s acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the Contract.
 - (2) For Projects that do not require software integration at the end of the Project as set out in the Statement of Work, the Commonwealth’s acceptance of a deliverable or milestone shall be complete and final.

- (b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall either: (1) provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone, or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (c) If the Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with Commonwealth's written acceptance of the Developed Materials in the completed milestone. If the Developed Materials are not in compliance with the specifications, then the Commonwealth shall provide the Contractor with Commonwealth's written rejection of the Developed Materials in the completed milestone. If the Commonwealth fails to notify the Contractor in writing of any failures in the Acceptance period within the applicable Acceptance period, the Developed Materials shall be deemed accepted. Payment for Developed Materials will only be made if the Commonwealth has accepted the Developed Materials, either through written acceptance or through deemed acceptance.
- (d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.
- (e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with Commonwealth's acceptance of the Developed Materials in the completed milestone.
- (f) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:
- (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights under Section 22 (TERMINATION).

- (g) The Commonwealth's installation, inspection, and acceptance of software procured under this Contract shall be deemed to have occurred when the Commonwealth downloads, installs, copies, accesses, clicks on an "Accept" button, or otherwise uses the program. Distributed software acquired via Passport Advantage is subject to the thirty (30) day Money Back Guarantee term of the IBM International Program License Agreement (IPLA). All IBM software is provided under the terms of the IBM Software warranties contained in the IPLA.

18. DEFAULT

- (a) The Commonwealth may, subject to the provisions of Section 19 (NOTICE OF DELAYS) and Section 53 (FORCE MAJEURE), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Section 22 (TERMINATION)) the whole or any part of this Contract for any of the following reasons:
 - (1) Failure to begin Services within the time specified in the Contract or as otherwise specified;
 - (2) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
 - (3) Unsatisfactory performance of the Services;
 - (4) Failure to deliver the awarded item(s) within the time specified in the Contract or as otherwise specified;
 - (5) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract;
 - (6) Failure or refusal to remove material, or remove, replace, or perform any Services rejected as defective or noncompliant;
 - (7) Discontinuance of Services without approval;
 - (8) Failure to resume Services, which has been discontinued, within a reasonable time after notice to do so;
 - (9) Insolvency;
 - (10) Assignment made for the benefit of creditors;
 - (11) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - (12) Failure to protect, to repair, or to make good any damage or injury to property;

- (13) Material breach of any provision of this Contract;
- (14) Failure to comply with representations made in the Contractor's Proposal; or
- (15) Failure to comply with applicable industry standards, customs, and practice.

19. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with Section 21 (CHANGES).

20. CONDUCT OF SERVICES

Following the Effective Date of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of Section 24 (CONTRACT CONTROVERSIES) of this Contract.

21. CHANGES

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change

request it may elect to handle the matter in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.

- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

22. TERMINATION

- (a) For Convenience

- (1) The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.

- (2) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.

- (3) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the Contractor if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

- (1) Subject to Section 30 (LIMITATION OF LIABILITY) of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection 22(c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- (2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (3) Nothing in this Subsection 22 (c) shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.

- (4) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
- (5) If this Contract is terminated as provided by this Subsection 22(c), the Commonwealth may, in addition to any other rights provided in this Subsection, and subject to Section 36 (OWNERSHIP RIGHTS) of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.
- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in Section 24 (CONTRACT CONTROVERSIES), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

23. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

24. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

25. CONFIDENTIALITY

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to Section 22.c (DEFAULT), in addition to other remedies available to the non-breaching party.

- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
 - (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

26. INSURANCE

- (a) The Contractor shall procure and maintain at its expense and require its subcontractors to procure and maintain, as appropriate, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
- (1) Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).
 - (2) Public liability and property damage insurance to protect the Commonwealth, the Contractor, and any and all Subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death, and damage to property, including loss of use resulting from any property damage which may arise from its operations under this Contract, whether such operation be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by either. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.

- (b) Prior to commencing Services under the Contract, the Contractor shall provide the Commonwealth with a copy of each current certificate of insurance. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or changed in such a way to cause the coverage to fail to comply with the requirements of this Paragraph until at least thirty (30) days prior written notice has been given to the Commonwealth.
- (c) The Contractor agrees to maintain such insurance for the life of the Contract.
- (d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 26 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the contract that Contractor has sufficient assets to cover such losses.

27. CONTRACTOR RESPONSIBILITY PROGRAM

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

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

28. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

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

29. TAXES-FEDERAL, STATE, AND LOCAL

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

30. LIMITATION OF LIABILITY

(a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of the purchase order giving rise to the claim. For a claim unrelated to a purchase order, the Contractor's liability to the Commonwealth under this Contract shall be limited to \$500,000. These limitations will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. These limitations do not, however, apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;
- (4) damage to real property or tangible personal property for which the Contractor is legally liable; or
- (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

- (b) In no event will the Contractor be liable for lost profits, lost revenue or lost savings or for any other consequential or incidental damages whatsoever, even if the Commonwealth has been informed of the possibility thereof. In no event, except as set out in Section 32 (VIRUS; MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING), will the Contractor be liable for damages due to lost records or data. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

31. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands, and actions as set forth in Section 30(a)(1) through (5) above, based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, *et seq.*), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

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32. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- (a) Contractor warrants that the software as delivered by Contractor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commonwealth's exclusive remedy, and Contractor's sole obligation, for any breach of the foregoing warranty shall be for Contractor to (a) replace the software with a copy that does not contain Virus, and (b) if the Commonwealth has suffered an interruption in the availability of its computer system caused by Virus contained in the software, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- the software has been installed and used by the Commonwealth in accordance with the documentation;
- the software has not been modified by any party other than Contractor;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the software and has used a generally accepted antivirus software to screen software prior to installation in its production environment.

- (b) Under no circumstances shall Contractor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the software to conform to the warranty stated above.

33. **PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION**

- a) The Contractor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Contractor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Contractor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Contractor its right of defense of a Claim and the authority to control any potential settlements thereof. Contractor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Contractor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Contractor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such Claim, the Contractor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Contractor the authority to control the defense and settlement of a Claim, the Contractor's obligation under this section ceases. If OAG does not delegate the right of defense to Contractor, upon written request from the OAG, the Contractor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.
- b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence

to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.

- c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Contractor, the Contractor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Contractor in any settlement. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- d) If, in the Contractor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- e) If any of the licensed products provided by the Contractor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- f) If use of the licensed products is enjoined and the Contractor is unable to do any of the preceding set forth in item (e) above, the Contractor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this Agreement.
- h) Notwithstanding the above, the Contractor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Contractor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Contractor as a system or the

combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;

- (6) infringement of a non-Contractor product alone;
 - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

34. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.
- (c) Contractor will comply with all federal or state laws related to the use of information that constitutes personal health information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, in order to address the provision of PHI to the Contract, by signing this Contract, the Contractor agrees to the terms of the Business Associates Agreement, which is incorporated into this Contract as Exhibit A. It is understood that Exhibit A is only applicable if PHI is provided to the Contractor.

35. CONTRACT CONSTRUCTION

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth of Pennsylvania. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws of the United States of America.

36. OWNERSHIP RIGHTS

- (a) Ownership of Properties
 - (1) All "Developed Works" shall be owned according to the provisions set forth in this Section 36.

- (2) All software owned by the Commonwealth or its licensors (“Commonwealth Software”) as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

(b) Definitions

- (1) Software—For the purposes of this Contract, the term “software” means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (2) Data—For the purposes of this Contract, the term “data” means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.
- (3) Technical Data—For purposes of this Contract, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.

(c) Commonwealth Property—Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

- (1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.
- (2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.
- (3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor’s modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.

- (4) Allow the Contractor's subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.
- (5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor's performance of the Services required by this Contract.

(e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

(f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 36 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section 36 (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

(h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

(i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

(j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

- (1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section 36(I). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by or for Contractor prior to the Contract on which it was used, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.
- (2) As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.
- (3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.
- (4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently

developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.

(k) Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, and at the request of Commonwealth, Contractor shall (i) grant to Commonwealth a paid-up, nonexclusive, nontransferable license to use, modify, prepare derivative works and unless Commonwealth terminates this Contract without cause, grant to third parties engaged by Commonwealth the right to use, modify, and prepare derivative works based upon all or any portion of the non-commercially available Contractor Software and the non-commercially available Contractor Tools owned by Contractor and used by Contractor in connection with the Services, the foregoing rights being granted to the extent reasonably necessary to facilitate Commonwealth's or such third party's completion of and maintenance of the Services to be provided by Contractor under this Contract immediately prior to such expiration or termination and (ii) deliver to Commonwealth the object code version of such non-commercially available Contractor Software and such non-commercially available Contractor Tools in the form used by Contractor in connection with the Services immediately prior to such expiration or termination to allow the Commonwealth to complete and maintain such work. If Commonwealth enters into a contract that allows for the use of the Contractor Software or Contractor Tools for which a license is granted under this Section 36 (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

(l) Rules of Usage for Developed Works

(1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

(2) If Developed Works modify, improve, or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the

Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.

- (3) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
 - (4) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.
- (m) Copyright Ownership—Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Creative Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, all working papers, files and other documentation shall immediately be delivered by Contractor to the Commonwealth. To

the extent set forth in the Commonwealth Held Harmless and Patent, Copyright Trademark and Trade Secret Protection terms of this Contract, Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.

(n) Patent Ownership

- (1) Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.
- (2) Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract (“Pre-Existing Materials”) in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

(o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

(p) Usage Rights for Know-How and Technical Information

Either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops or learns in connection with Contractor’s provision of Services to Commonwealth under this Contract.

(q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth’s exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said

right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.

(r) Contractor Intellectual Property Protection

Commonwealth acknowledges that it has no ownership rights in the Contractor Software or Contractor Tools other than those set forth in this Contract, or as may be otherwise granted in writing.

(s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works.

(t) Contractor's Copyright Notice Obligations

Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all tangible versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

(u) Commercial Software

If a product or deliverable under this Contract is commercially available software or requires commercially available software for use, the Contractor hereby agrees that it will enter into a software license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the software license agreement. If the Contractor is not the licensor of the software, Contractor hereby agrees that it will inform the licensor of the software that it will be required to enter into a license agreement with the Commonwealth that incorporates Exhibit C (Software License Requirements) as a material part of the software license agreement.

37. PUBLICATION RIGHTS AND/OR COPYRIGHTS

- (a) Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: "The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania." The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.

- (b) Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section 25 (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.
- (c) Rights and obligations of the parties under this Section 37 survive the termination of this Contract.

38. CHANGE OF OWNERSHIP OR INSOLVENCY

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract, or continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Contract. Nothing in this section limits the Commonwealth's exercise of any rights that the Commonwealth may have under Section 22 (TERMINATION).

39. OFFICIALS NOT TO BENEFIT

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

40. INDEPENDENT CAPACITY OF CONTRACTOR

- (a) The parties to this Contract agree that the services performed by the Contractor under the terms of this Contract are performed as an independent Contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth of Pennsylvania nor as a partnership or joint venture between the Commonwealth and the Contractor.
- (b) Except as otherwise provided by the terms of this Contract, the Commonwealth shall have no control over the manner in which the contractual Services are performed by the Contractor, or any subcontractor. Any job specifications or standards of work attached to or incorporated into this Contract or any subcontracting restrictions contained in this Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of services provided by the Contractor.

41. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and local laws applicable to its Services, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.

If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the services provided under this Contract, the parties to the Contract shall modify this Contract to the extent reasonably necessary to (i) ensure that such services will be in full compliance with such laws, regulations and/or policies; (ii) modify the rates applicable to such services, and (iii) address any schedule impacts.

42. THE AMERICANS WITH DISABILITIES ACT

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

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

43. EXAMINATION OF RECORDS

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in Section 43(c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by law, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 25 (CONFIDENTIALITY).
- (c) The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract:
 - (1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 - (2) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.

- (d) Except for documentary evidence retained pursuant to Section 43(c)(2) above, the Contractor may in fulfillment of its obligation to retain its records as required by this Section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.
- (e) The provisions of this Section shall be applicable to and included in each subcontract hereunder. The term "subcontract" as used in this contract only, excludes purchase orders not exceeding \$1,000 and subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

44. SINGLE AUDIT ACT OF 1984

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards*, 1994 Revisions (Yellow Book).
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, et seq., and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

45. ENVIRONMENTAL PROTECTION

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937, as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

46. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not,

by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (b) Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- (c) Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- (f) The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

47. CONTRACTOR INTEGRITY PROVISIONS

- (a) Definitions.
 - (1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - (2) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual

terms, the Commonwealth shall be deemed to have consented by virtue of execution of this Contract.

- (3) Contractor means the individual or entity that has entered into this Contract with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
 - (4) Financial Interest means:
 - (i) ownership of more than a 5% interest in any business; or
 - (ii) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - (5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- (b) The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - (c) The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.
 - (d) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
 - (e) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
 - (f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.
 - (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material on this project.
 - (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - (i) The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.

- (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern this contract. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the Contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other Contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

48. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

49. WARRANTIES

The Contractor warrants that the Services and Developed Works will conform in all material respects to the functional specifications for the Developed Works and/or the requirements of the Contract. The warranty period for the Services and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications

applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.

- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Materials under this Contract, except as set forth in Section 55 (Required Consents).
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.
- (f) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.
- (f) Contractor will pass through any third-party warranties to the Commonwealth.

50. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contractor to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

51. NOTICE

Any written notice to any party under this Agreement shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.), with

confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address such party may designate by notice given pursuant to this section.

52. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of this provision #53, the term “the Commonwealth” shall refer to the contracting Commonwealth organization.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- (d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- (f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

- (g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (i) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

53. GOVERNING LAW

This Contract shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in Section 24 (CONTRACT CONTROVERSIES), Commonwealth and Contractor agree that the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. Any legal action relating to this Contract must be brought in Dauphin County, Pennsylvania, and the parties agree that jurisdiction and venue in such courts is appropriate.

54. ARRA ADDENDUM

Contractor agrees that in consideration of receipt of Federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") Funds, it shall comply with all of the terms, conditions, requirements and limitations set forth in Exhibit B (ARRA Addendum), which is incorporated herein as a material part of the Contract; provided, however, the requirements of Exhibit B shall only apply to those products and/or services purchased in whole or in part with ARRA funds. The Commonwealth shall advise the contractors of any requirements being purchased with ARRA funds.

55. REQUIRED CONSENTS

The Commonwealth is responsible for obtaining and providing to Contractor all Required Consents necessary for Contractor to provide the Services described in this Contract. A Required Consent means any consents or approvals required to give the Contractor and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products in use by the Commonwealth at the time the Contractor is required to provide the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Contractor will be relieved of the performance of any obligations directly affected by the Commonwealth's failure to provide any Required Consents to the Contractor.

56. SOFTWARE LICENSE TERMS

The terms and conditions of Exhibit C (Commonwealth of Pennsylvania Software License Requirements) shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Contractor's software license and service related agreements attached to and/or referenced in this Contract.

The signatures to this Contract between both parties are in lieu of any additional signatures for license and service related agreements for any products or services that may be procured under this Contract.

The following software license agreements, as modified by Exhibit C, shall apply to this Contract.

- International Program License Agreement (IPLA): This document, attached hereto as Exhibit 1 and made material part of the Contract, is the base license agreement for the one-time-charge products. This document grants the Commonwealth the right to use the programs and sets forth each party's rights and obligations with respect to the program.
- Passport Advantage Agreement: This document, attached hereto as Exhibit 2 and made material part of the Contract, provides the terms for the Subscription & Support, Maintenance and Volume Pricing for the distributed one-time-charge software licensed under the IPLA.
- Agreement for Acquisition of Software Subscription & Support: This document, attached hereto as Exhibit 3 and made material part of the Contract, provides the terms for the Subscription & Support and is most commonly used to provide the support terms to software products that have become part of IBM's portfolio through a recent acquisition.

License and Subscription and Support terms may be found at <http://www.ibm.com/software/sla>.

Each product has its own product-specific license information ("LI"). The LIs can be found online at the site set forth in the IPLA - <http://www.ibm.com/software/sla>.

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, [name of program and department] (hereinafter the “Covered Entity”) will make available and/or transfer to **Contractor (hereinafter the “Business Associate”)** certain Protected Health Information (PHI), in conjunction with goods or services that are being provided by Business Associate to or on behalf of [name of program and department], that is confidential and must be afforded special treatment and protection in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Regulations at 45 CFR Part.160-164.

WHEREAS, Business Associate will have access to and/or receive from Covered Entity, PHI that can be used or disclosed only in accordance with this Agreement and the HIPAA Privacy Regulations at 45 CFR Part 160-164.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.**
 - a. “Business Associate” shall have the meaning given to such term under the HIPAA Regulations, including but not limited to, 45 CFR §160.103.
 - b. “Covered Entity” shall have the meaning given to such term under HIPAA and the HIPAA Privacy Regulations, including, but not limited to, 45 CFR §160.103.
 - c. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Privacy Regulations, including, but not limited to 45 CFR §164.501.
 - d. In accordance with 45 CFR Parts 160-164, [name of program and department] is the **Covered Entity** and _____ is the **Business Associate**.
 - e. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160-164.
2. **Limits On Use And Disclosure Established By Terms Of Agreement.** Business Associate hereby agrees that it shall be prohibited from using or disclosing the PHI provided or made available by Covered Entity for any purpose other than as expressly permitted or required by this Agreement, in accordance with 45 CFR §164.504(e)(2)(i).
3. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided or made available from Covered Entity for the following stated purposes:

PROGRAM MUST Include a general statement describing the stated purposes that Business Associate may use or disclose the PHI. These uses and disclosures must be within the scope of the Agreement. 45 CFR §164.504(e)(2)(i).

4. **Additional Purposes For Which Business Associate May Use Or Disclose Information.** In addition to the Stated Purposes, Business Associate may use or disclose PHI provided or made available from Covered Entity for the following additional purposes(s) (optional section):
 - a) **Use Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate. 45 CFR §164.504(e)(4)(ii).
 - b) **Disclosure Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to disclose PHI received from Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided:
 - i) The disclosure is required by law: or
 - ii) The Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached. 45 CFR §164.504(e)(4)(ii).
2. **Data Aggregation Services.** Business Associate is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR §164.501, relating to the health care operations of Covered Entity. 45 CFR §164.504(e)(2)(i)(B).
5. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a) **Limits On Use And Further Disclosure Established By Agreement And Law.** Business Associate hereby agrees that the PHI provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law. 45 CFR §165.404(e)(2)(ii)(A).
 - b) **Appropriate Safeguards.** Business Associate will establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. 45 CFR §164.504(e)(2)(ii)(B).
 - c) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to [name of Agreement officer for program and Department] within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement. 45 CFR §164.504(e)(2)(ii)(C).
 - d) **Subcontractors And Agents.** Business Associate hereby agrees that anytime PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and

must enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement. 45 CFR §164.504(e)(2)(ii)(D).

- e) **Right Of Access To PHI.** Business Associate hereby agrees to make available to an individual who is the subject of the PHI the right to access and copy that individual's PHI, at the request of the individual or of the Covered Entity, in the time and manner designated by the Covered Entity. This right of access shall conform with and meet all of the requirements of 45 CFR §164.524 and 45 CFR §164.504(e)(2)(ii)(E).
- f) **Amendment And Incorporation Of Amendments.** Business Associate agrees to make any amendments to PHI that have been agreed to by the Covered Entity, at the request of Covered Entity or of the individual, in the time and manner designated by Covered Entity, in accordance with 45 CFR 164.526 and 45 CFR §164.504(e)(2)(ii)(F).
- g) **Provide Accounting.** Business Associate agrees to document and make available to Covered Entity or to the individual, any information necessary to provide an accounting of disclosures in accordance with 45 CFR §164.528 and 45 CFR §164.504 (e)(2)(ii)(G), within 30 days of receipt of a request for an accounting, in the manner designated by the Covered Entity.
- h) **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations. 45 CFR §164.504(e)(2)(ii)(H).
- i) **Return Or Destruction Of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed. 45 CFR §164.504(e)(2)(ii)(I).
- j) **Mitigation Procedures.** Business Associate agrees to establish and to provide to the Program and Department upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the HIPAA Privacy Regulations. 45 CFR §164.530(f). Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- k) **Sanction Procedures.** Business Associate agrees that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the HIPAA Privacy Regulations. 45 CFR §164.530(e)(1).
- l) **Property Rights.** The PHI shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of its relationship with the program or department.

- m) Grounds For Breach.** Any non-compliance by Business Associate with this Agreement or the HIPAA Privacy Regulations will automatically be considered to be grounds for breach pursuant to the underlying agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- n) Termination by Commonwealth.** Business Associate authorizes termination of the underlying contract by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Agreement.
- o) Privacy Practices.** The Program or Department shall provide and Business Associate shall immediately begin using, any form, including but not limited to, any for used for Consent, Notice of Privacy Practices, Accounting for Disclosures, or Authorization, designated as effective by the Program or Department at any given time. The Program and Department retain the right to change the applicable privacy practices and documents. The Business Associate must implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

(g) OBLIGATIONS OF COVERED ENTITY:

- (a) Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as changes to such notice.
- (b) Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such change affect Business Associate's permitted or required uses and disclosures.
- (c) Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522.

EXHIBIT B

ARRA ADDENDUM

Implementation of the American Recovery and Reinvestment Act of 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (“ARRA”) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

Be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

Definitions

A. “ARRA funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

B. “Contractor” is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

ARRA Terms & Conditions

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal or Commonwealth agency regarding

requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Commonwealth of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.

2. Reporting Requirements. Not later than 5 days after the end of each calendar quarter, or more frequently as directed by the Commonwealth, the Contractor shall submit a report to the Commonwealth that contains:

- (a) The total amount of ARRA funds received;
- (b) The amount of ARRA funds received that were expended or obligated to projects or activities;
- (c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i) the name of the project or activity;
 - ii) a description of the project or activity;
 - iii) an evaluation of the completion status of the project or activity;
 - iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - v) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment;
- (d) Detailed information on any subcontracts or subgrants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;
- (e) If required by the Commonwealth, Contractor agrees to separately identify the expenditures for each award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the Contractor reports required by ARRA;
- (f) If required by the Commonwealth, Contractor shall submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Commonwealth.

3. Registrations and Identification Information

- (a) Contractor must maintain current registrations in the Center Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

4. Flow Down Requirement. Contractor must include these ARRA Terms and Conditions in any subcontract.

5. Prohibition on Use of Funds. No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

6. Required Job Posting. To ensure Pennsylvanians have the utmost opportunity to be hired for jobs created through the receipt of ARRA funding, all Contractors shall post jobs they create or seek to fill as a result of receiving ARRA funding to the PA CareerLink® system at www.pacareerlink.state.pa.us. Contractors can locate their local PA CareerLink® office through the same website or by calling 1-866-858-2753. Staff at local PA CareerLinks® can assist Contractors with posting positions and explain how to retrieve resumes or applications within the system.

7. Wage Rate Requirements. Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

8. Whistleblower Provision.

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

(c) Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See www.recovery.gov.

9. Duty to Report Fraud. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General and Commonwealth Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person will or has: 1) submitted a false claim under the False Claims Act; 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, ethics or similar misconduct involving ARRA funds; or 3) engaged in misuse, gross waste, gross mismanagement or abuse of authority related to the use or award of ARRA funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the awarding Federal agency and the Pennsylvania Historical and Museum Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. No Contracts with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

(a) contracting with the Federal Government or the Commonwealth; or

(b) participating in any Federal or Commonwealth assistance programs.

12. Prohibition on Lobbying.

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Agreement.

(b) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's

performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

- (a) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
- (b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.
- (c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
- (d) On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
- (e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

14. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, the Contractor shall comply with the Pennsylvania Department of General Services (DGS) policy for contracting (http://www.portal.state.pa.us/portal/server.pt/community/bureau_of_minority_and_women_business_opportunities/1358). In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

15. Access to Records. Contractor agrees that with respect to each agreement using, in whole or in part, ARRA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized:

- (a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and
- (b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. Records Retention. The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the Commonwealth.

17. Access to Information. This contract and any records or expenditures related thereto may be subject to disclosure under the Pennsylvania Right to Know Law 65 P.S. 67.101 *et seq.* and the Freedom of Information Act, 5 U.S.C. §552.

18. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A **non-exclusive** list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland “Anti-Kickback Act”, 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

19. Buy American - Use of American Iron, Steel, and Manufactured Goods.

Please use subsections I and II in the alternative as detailed below:

I. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work when:

- *the estimated value of the project is less than \$7,443,000; or*
- *the procurement is being conducted by local governments and municipalities; or*
- *the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defense-related procurements).*

(a) *Requirement.* All iron, steel, and other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions.*

1. “Building or work” means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment

(whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States;
or

(ii) A construction material manufactured in the United States.

4. "Foreign construction material" means a construction material other than a domestic construction material.

5. "Manufactured good or product" means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

6. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

7. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

8. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

9. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

10. "United States" means the 50 States, the District of Columbia, and outlying areas including:

- (i) Commonwealths: (a) Puerto Rico; (b) The Northern Mariana Islands;
- (ii) Territories: (a) American Samoa; (b) Guam; (c) U.S. Virgin Islands; and
- (iii) Minor outlying islands: (a) Baker Island; (b) Howland Island; (c) Jarvis Island; (d) Johnston Atoll; (e) Kingman Reef; (f) Midway Islands; (g) Navassa Island; (h) Palmyra Atoll; (i) Wake Atoll.

(c) *Domestic preference.*

1. This award term and condition implements Section 1605 of ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.
2. The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (c)(3) and (c)(4) of this term and condition.
3. This requirement does not apply to the construction material or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this term and condition if the Federal government determines that—
 - (i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
1. The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of Section 1605 of ARRA.*

1. (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including—
 - (a) A description of the foreign and domestic construction materials;
 - (b) Unit of measure;
 - (c) Quantity;
 - (d) Price;
 - (e) Time of delivery or availability;
 - (f) Location of the construction project;
 - (g) Name and address of the proposed supplier; and

(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

2. The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

3. Unless the Federal government determines that an exception to section 1605 of ARRA applies, use of foreign construction material is noncompliant with section 1605 of ARRA.

(e) *Data.* To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
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Item 1:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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Item 2:

Foreign construction material	_____	_____	_____
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Domestic construction material	_____	_____	_____
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1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

2. [Include other applicable supporting information.]

3. [* Include all delivery costs to the construction site.]

II. The following shall, in addition to the Pennsylvania Steel Products Procurement Act, 73 P.S. Sections 1881-1887, apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work with an estimated value of \$7,443,000 or more:

(a) *Requirement.* All iron and steel used in the construction, reconstruction, alteration or repair of a public building or public work must be manufactured in the United States. All other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States or a designated country. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions.* As used in this award term and condition:

1. "Building or work" includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means iron, steel, and other manufactured goods used as construction material brought to the construction site by the recipient, subrecipient, or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Designated country" means: Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

4. "Designated country construction material" means a construction material that

(i) Is wholly the growth, product, or manufacture of a designated country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

5. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

8. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this Subpart, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

9. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

10. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

11. "United States" means the 50 States, the District of Columbia, and outlying areas.

(c) *Construction materials.*

1. This award term and condition implements

(i) Section 1605(a) of the American ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of ARRA do not apply to designated country construction materials. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used as construction material in the project are from a Party to an

international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a least developed country. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

2. The recipient shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (c)(3) and (c)(4) of this term and condition.

3. The requirement in paragraph (c)(2) of this term and condition does not apply to the construction materials or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

4. The award official may add other construction material to the list in paragraph (c)(3) of this award term and condition if the Federal government determines that:

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) Request for determination of inapplicability of section 1605 of ARRA or the Buy American Act.

1. (i) Any recipient request to use foreign construction material in accordance with paragraph(c)(4) of this term and condition shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;

(c) Quantity;

(d) Price;

(e) Time of delivery or availability;

(f) Location of the construction project;

(g) Name and address of the proposed supplier; and

(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies and the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (c)(4)(i) of this term and condition.

3. Unless the Federal government determines that an exception to the section 1605 of ARRA applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(e) *Data.* To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site.]

EXHIBIT C

COMMONWEALTH OF PENNSYLVANIA SOFTWARE LICENSE REQUIREMENTS

This Exhibit shall be attached to and made a material part of Software Publisher's Software License Agreement (collectively the "Agreement") between Licensor and the Commonwealth of Pennsylvania ("Commonwealth"). The terms and conditions of this Exhibit shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher's Software License Agreement.

1. **Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
2. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.
3. **Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
4. **Patent, Copyright, Trademark, and Trade Secret Protection:**
 - j) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor

prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- k) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- l) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.
- m) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- n) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its

own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.

- o) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- p) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- q) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (9) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (10) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (11) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (12) use of the licensed products in other than its specified operating environment;
 - (13) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (14) infringement of a non-Licensor product alone;
 - (15) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (16) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- r) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. **Virus, Malicious, Mischievous or Destructive Programming:** Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does

not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;
- (4) damage to real property or tangible personal property for which the Licensor is legally liable; or
- (5) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

- a) Licensor may not terminate this Agreement for non-payment.
- b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

8. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=458621&level=2&css=L2&mode=2>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

9. **Confidentiality:** Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.
10. **Publicity/Advertisement:** The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
11. **Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

Software Publisher acknowledges and agrees the terms and conditions of this Exhibit shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher's Software License Agreement.



International Program License Agreement

国际程序许可协议

國際程式授權合約

Mezinárodní licenční smlouva pro programy

Conditions Internationales d'Utilisation de Logiciel (IPLA)

Internationale Nutzungsbedingungen für Programmpakete

Διεθνής Σύμβαση Άδειας Χρήσης Προγράμματος

Accordo Internazionale di Licenza di Programmi (IPLA)

プログラムのご使用条件

국제 프로그램 라이선스 계약(IPLA)

Tarptautinė programos licencinė sutartis

Międzynarodowa Umowa Licencyjna na Program

Contrato Internacional de Licença de Programa

Международное Лицензионное Соглашение в отношении Программ

Mednarodna licenčna pogodba za program

Acuerdo Internacional de Programas bajo Licencia

Uluslararası Program Lisans Sözleşmesi

International Program License Agreement

Part 1 – General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE PROGRAM, LICENSEE AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF LICENSEE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE PROGRAM; AND
- PROMPTLY RETURN THE UNUSED MEDIA, DOCUMENTATION, AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM IT WAS OBTAINED FOR A REFUND OF THE AMOUNT PAID. IF THE PROGRAM WAS DOWNLOADED, DESTROY ALL COPIES OF THE PROGRAM.

1. Definitions

"**Authorized Use**"- the specified level at which Licensee is authorized to execute or run the Program. That level may be measured by number of users, millions of service units ("MSUs"), Processor Value Units ("PVUs"), or other level of use specified by IBM.

"**IBM**" – International Business Machines Corporation or one of its subsidiaries.

"**License Information**" ("**LI**") – a document that provides information and any additional terms specific to a Program. The Program's LI is available at www.ibm.com/software/sla/. The LI can also be found in the Program's directory, by the use of a system command, or as a booklet included with the Program.

"**Program**" – the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, files, and modules, 3) audio-visual content (such as images, text, recordings, or pictures), and 4) related licensed materials (such as keys and documentation).

"**Proof of Entitlement**" ("**PoE**") – evidence of Licensee's Authorized Use. The PoE is also evidence of Licensee's eligibility for warranty, future update prices, if any, and potential special or promotional opportunities. If IBM does not provide Licensee with a PoE, then IBM may accept as the PoE the original paid sales receipt or other sales record from the party (either IBM or its reseller) from whom Licensee obtained the Program, provided that it specifies the Program name and Authorized Use obtained.

"**Warranty Period**" – one year, starting on the date the original Licensee is granted the license.

2. Agreement Structure

This Agreement includes **Part 1 – General Terms**, **Part 2 – Country-unique Terms** (if any), the LI, and the PoE and is the complete agreement between Licensee and IBM regarding the use of the Program. It replaces any prior oral or written communications between Licensee and IBM concerning Licensee's use of the Program. The terms of Part 2 may replace or modify those of Part 1. To the extent of any conflict, the LI prevails over both Parts.

3. License Grant

The Program is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.

IBM grants Licensee a nonexclusive license to 1) use the Program up to the Authorized Use specified in the PoE, 2) make and install copies to support such Authorized Use, and 3) make a backup copy, all provided that

- a. Licensee has lawfully obtained the Program and complies with the terms of this Agreement;

- b. the backup copy does not execute unless the backed-up Program cannot execute;
- c. Licensee reproduces all copyright notices and other legends of ownership on each copy, or partial copy, of the Program;
- d. Licensee ensures that anyone who uses the Program (accessed either locally or remotely) 1) does so only on Licensee's behalf and 2) complies with the terms of this Agreement;
- e. Licensee does not 1) use, copy, modify, or distribute the Program except as expressly permitted in this Agreement; 2) reverse assemble, reverse compile, otherwise translate, or reverse engineer the Program, except as expressly permitted by law without the possibility of contractual waiver; 3) use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program; or 4) sublicense, rent, or lease the Program; and
- f. if Licensee obtains this Program as a Supporting Program, Licensee uses this Program only to support the Principal Program and subject to any limitations in the license to the Principal Program, or, if Licensee obtains this Program as a Principal Program, Licensee uses all Supporting Programs only to support this Program, and subject to any limitations in this Agreement. For purposes of this Item "f," a "Supporting Program" is a Program that is part of another IBM Program ("Principal Program") and identified as a Supporting Program in the Principal Program's LI. (To obtain a separate license to a Supporting Program without these restrictions, Licensee should contact the party from whom Licensee obtained the Supporting Program.)

This license applies to each copy of the Program that Licensee makes.

3.1 Trade-ups, Updates, Fixes, and Patches

3.1.1 Trade-ups

If the Program is replaced by a trade-up Program, the replaced Program's license is promptly terminated.

3.1.2 Updates, Fixes, and Patches

When Licensee receives an update, fix, or patch to a Program, Licensee accepts any additional or different terms that are applicable to such update, fix, or patch that are specified in its LI. If no additional or different terms are provided, then the update, fix, or patch is subject solely to this Agreement. If the Program is replaced by an update, Licensee agrees to promptly discontinue use of the replaced Program.

3.2 Fixed Term Licenses

If IBM licenses the Program for a fixed term, Licensee's license is terminated at the end of the fixed term, unless Licensee and IBM agree to renew it.

3.3 Term and Termination

This Agreement is effective until terminated.

IBM may terminate Licensee's license if Licensee fails to comply with the terms of this Agreement.

If the license is terminated for any reason by either party, Licensee agrees to promptly discontinue use of and destroy all of Licensee's copies of the Program. Any terms of this Agreement that by their nature extend beyond termination of this Agreement remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

4. Charges

Charges are based on Authorized Use obtained, which is specified in the PoE. IBM does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If Licensee wishes to increase its Authorized Use, Licensee must notify IBM or an authorized IBM reseller in advance and pay any applicable charges.

5. Taxes

If any authority imposes on the Program a duty, tax, levy, or fee, excluding those based on IBM's net income, then Licensee agrees to pay that amount, as specified in an invoice, or supply exemption documentation. Licensee is responsible for any personal property taxes for the Program from the date that Licensee obtains it. If any authority imposes a customs duty, tax, levy, or fee for the import into or the export, transfer, access, or use of the Program outside the country in which the original Licensee was granted the license, then Licensee agrees that it is responsible for, and will pay, any amount imposed.

6. Money-back Guarantee

If Licensee is dissatisfied with the Program for any reason and is the original Licensee, Licensee may terminate the license and obtain a refund of the amount Licensee paid for the Program, provided that Licensee returns the Program and PoE to the party from whom Licensee obtained it within 30 days of the date the PoE was issued to Licensee. If the license is for a fixed term that is subject to renewal, then Licensee may obtain a refund only if the Program and its PoE are returned within the first 30 days of the initial term. If Licensee downloaded the Program, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund.

7. Program Transfer

Licensee may transfer the Program and all of Licensee's license rights and obligations to another party only if that party agrees to the terms of this Agreement. If the license is terminated for any reason by either party, Licensee is prohibited from transferring the Program to another party. Licensee may not transfer a portion of 1) the Program or 2) the Program's Authorized Use. When Licensee transfers the Program, Licensee must also transfer a hard copy of this Agreement, including the LI and PoE. Immediately after the transfer, Licensee's license terminates.

8. Warranty and Exclusions

8.1 Limited Warranty

IBM warrants that the Program, when used in its specified operating environment, will conform to its specifications. The Program's specifications, and specified operating environment information, can be found in documentation accompanying the Program (such as a read-me file) or other information published by IBM (such as an announcement letter). Licensee agrees that such documentation and other Program content may be supplied only in the English language, unless otherwise required by local law without the possibility of contractual waiver or limitation.

The warranty applies only to the unmodified portion of the Program. IBM does not warrant uninterrupted or error-free operation of the Program, or that IBM will correct all Program defects. Licensee is responsible for the results obtained from the use of the Program.

During the Warranty Period, IBM provides Licensee with access to IBM databases containing information on known Program defects, defect corrections, restrictions, and bypasses at no additional charge. Consult the IBM Software Support Handbook for further information at www.ibm.com/software/support/.

If the Program does not function as warranted during the Warranty Period and the problem cannot be resolved with information available in the IBM databases, Licensee may return the Program and its PoE to the party (either IBM or its reseller) from whom Licensee obtained it and receive a refund of the amount Licensee paid. After returning the Program, Licensee's license terminates. If Licensee downloaded the Program, Licensee should contact the party from whom Licensee obtained it for instructions on how to obtain the refund.

8.2 Exclusions

THESE WARRANTIES ARE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT

NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

THESE WARRANTIES GIVE LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

THE WARRANTIES IN THIS SECTION 8 (WARRANTY AND EXCLUSIONS) ARE PROVIDED SOLELY BY IBM. THE DISCLAIMERS IN THIS SUBSECTION 8.2 (EXCLUSIONS), HOWEVER, ALSO APPLY TO IBM'S SUPPLIERS OF THIRD PARTY CODE. THOSE SUPPLIERS PROVIDE SUCH CODE WITHOUT WARRANTIES OR CONDITION OF ANY KIND. THIS PARAGRAPH DOES NOT NULLIFY IBM'S WARRANTY OBLIGATIONS UNDER THIS AGREEMENT.

9. Licensee Data and Databases

To assist Licensee in isolating the cause of a problem with the Program, IBM may request that Licensee 1) allow IBM to remotely access Licensee's system or 2) send Licensee information or system data to IBM. However, IBM is not obligated to provide such assistance unless IBM and Licensee enter a separate written agreement under which IBM agrees to provide to Licensee that type of technical support, which is beyond IBM's warranty obligations in this Agreement. In any event, IBM uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, IBM may use IBM entities and subcontractors (including in one or more countries other than the one in which Licensee is located), and Licensee authorizes IBM to do so.

Licensee remains responsible for 1) any data and the content of any database Licensee makes available to IBM, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data. Licensee will not send or provide IBM access to any personally-identifiable information, whether in data or any other form, and will be responsible for reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or the loss or disclosure of such information by IBM, including those arising out of any third party claims.

10. Limitation of Liability

The limitations and exclusions in this Section 10 (Limitation of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

10.1 Items for Which IBM May Be Liable

Circumstances may arise where, because of a default on IBM's part or other liability, Licensee is entitled to recover damages from IBM. Regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all claims in the aggregate arising from or related to each Program or otherwise arising under this Agreement will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) other actual direct damages up to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that is the subject of the claim.

This limit also applies to any of IBM's Program developers and suppliers. It is the maximum for which IBM and its Program developers and suppliers are collectively responsible.

10.2 Items for Which IBM Is Not Liable

UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- a. LOSS OF, OR DAMAGE TO, DATA;
- b. SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR
- c. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

11. Compliance Verification

For purposes of this Section 11 (Compliance Verification), "IPLA Program Terms" means 1) this Agreement and applicable amendments and transaction documents provided by IBM, and 2) IBM software policies that may be found at the IBM Software Policy website (www.ibm.com/softwarepolicies/), including but not limited to those policies concerning backup, sub-capacity pricing, and migration.

The rights and obligations set forth in this Section 11 remain in effect during the period the Program is licensed to Licensee, and for two years thereafter.

11.1 Verification Process

Licensee agrees to create, retain, and provide to IBM and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with the IPLA Program Terms, including, without limitation, all of IBM's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with IPLA Program Terms.

Upon reasonable notice, IBM may verify Licensee's compliance with IPLA Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to IPLA Program Terms. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

11.2 Resolution

IBM will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with the IPLA Program Terms. Licensee agrees to promptly pay directly to IBM the charges that IBM specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

12. Third Party Notices

The Program may include third party code that IBM, not the third party, licenses to Licensee under this Agreement. Notices, if any, for the third party code ("Third Party Notices") are included for Licensee's information only. These notices can be found in the Program's NOTICES file(s). Information on how to obtain source code for certain third party code can be found in the Third Party Notices. If in the Third Party Notices IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

13. General

- a. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- b. For Programs IBM provides to Licensee in tangible form, IBM fulfills its shipping and delivery obligations upon the delivery of such Programs to the IBM-designated carrier, unless otherwise agreed to in writing by Licensee and IBM.
- c. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- d. Licensee agrees to comply with all applicable export and import laws and regulations, including U.S. embargo and sanctions regulations and prohibitions on export for certain end uses or to certain users.
- e. Licensee authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use Licensee's business contact information wherever they do business, in connection with IBM products and services, or in furtherance of IBM's business relationship with Licensee.
- f. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
- g. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: 1) neither party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and 2) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.
- h. Neither Licensee nor IBM is responsible for failure to fulfill any obligations due to causes beyond its control.
- i. No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except as permitted in Subsection 10.1 (Items for Which IBM May Be Liable) above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.
- j. In entering into this Agreement, neither party is relying on any representation not specified in this Agreement, including but not limited to any representation concerning: 1) the performance or function of the Program, other than as expressly warranted in Section 8 (Warranty and Exclusions) above; 2) the experiences or recommendations of other parties; or 3) any results or savings that Licensee may achieve.
- k. IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain Programs. IBM Business Partners remain independent and separate from IBM. IBM is not responsible for the actions or statements of IBM Business Partners or obligations they have to Licensee.
- l. The license and intellectual property indemnification terms of Licensee's other agreements with IBM (such as the IBM Customer Agreement) do not apply to Program licenses granted under this Agreement.

14. Geographic Scope and Governing Law

14.1 Governing Law

Both parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee's and IBM's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14.2 Jurisdiction

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license.

Part 2 – Country-unique Terms

For licenses granted in the countries specified below, the following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

- Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction);
- Americas country amendments to other Agreement terms;
- Asia Pacific country amendments to other Agreement terms; and
- Europe, Middle East, and Africa country amendments to other Agreement terms.

Multiple country amendments to Part 1, Section 14 (Governing Law and Jurisdiction)

14.1 Governing Law

The phrase "the laws of the country in which Licensee obtained the Program license" in the first paragraph of 14.1 Governing Law is replaced by the following phrases in the countries below:

AMERICAS

- (1) in **Canada**: the laws in the Province of Ontario;
- (2) in **Mexico**: the federal laws of the Republic of Mexico;
- (3) in the **United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines**: the laws of the State of New York, United States;
- (4) in **Venezuela**: the laws of the Bolivarian Republic of Venezuela;

ASIA PACIFIC

- (5) in **Cambodia and Laos**: the laws of the State of New York, United States;
- (6) in **Australia**: the laws of the State or Territory in which the transaction is performed;
- (7) in **Hong Kong SAR and Macau SAR**: the laws of Hong Kong Special Administrative Region ("SAR");
- (8) in **Taiwan**: the laws of Taiwan

EUROPE, MIDDLE EAST, AND AFRICA

- (9) in **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan**: the laws of Austria;
- (10) in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna**: the laws of France;
- (11) in **Estonia, Latvia, and Lithuania**: the laws of Finland;
- (12) in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: the laws of England; and

- (13) in **South Africa, Namibia, Lesotho, and Swaziland**: the laws of the Republic of South Africa.

14.2 Jurisdiction

The following paragraph pertains to jurisdiction and replaces Subsection 14.2 (Jurisdiction) as it applies for those countries identified in bold below:

All rights, duties, and obligations are subject to the courts of the country in which Licensee obtained the Program license except that in the countries identified below all disputes arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

AMERICAS

- (1) in **Argentina**: the Ordinary Commercial Court of the city of Buenos Aires;
- (2) in **Brazil**: the court of Rio de Janeiro, RJ;
- (3) in **Chile**: the Civil Courts of Justice of Santiago;
- (4) in **Ecuador**: the civil judges of Quito for executory or summary proceedings (as applicable);
- (5) in **Mexico**: the courts located in Mexico City, Federal District;
- (6) in **Peru**: the judges and tribunals of the judicial district of Lima, Cercado;
- (7) in **Uruguay**: the courts of the city of Montevideo;
- (8) in **Venezuela**: the courts of the metropolitan area of the city of Caracas;

EUROPE, MIDDLE EAST, AND AFRICA

- (9) in **Austria**: the court of law in Vienna, Austria (Inner-City);
- (10) in **Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, France, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna**: the Commercial Court of Paris;
- (11) in **Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe**: the English courts;
- (12) in **South Africa, Namibia, Lesotho, and Swaziland**: the High Court in Johannesburg;
- (13) in **Greece**: the competent court of Athens;
- (14) in **Israel**: the courts of Tel Aviv-Jaffa;
- (15) in **Italy**: the courts of Milan;
- (16) in **Portugal**: the courts of Lisbon;
- (17) in **Spain**: the courts of Madrid; and
- (18) in **Turkey**: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey.

14.3 Arbitration

The following paragraph is added as a new Subsection 14.3 (Arbitration) as it applies for those countries identified in bold below. The provisions of this Subsection 14.3 prevail over those of Subsection 14.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

ASIA PACIFIC

(1) In **Cambodia, India, Indonesia, Laos, Philippines, and Vietnam:**

Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective nominating party. Proceedings will continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

(2) In the **People's Republic of China:**

In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

EUROPE, MIDDLE EAST, AND AFRICA

(3) In **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:**

All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. IBM may, however, institute proceedings in a competent court in the country of installation.

(4) In **Estonia, Latvia, and Lithuania:**

All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly

appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

AMERICAS COUNTRY AMENDMENTS

CANADA

10.1 Items for Which IBM May be Liable

The following replaces Item 1 in the first paragraph of this Subsection 10.1 (Items for Which IBM May be Liable):

1) damages for bodily injury (including death) and physical harm to real property and tangible personal property caused by IBM's negligence; and

13. General

The following replaces Item 13.d:

d. Licensee agrees to comply with all applicable export and import laws and regulations, including those of that apply to goods of United States origin and that prohibit or limit export for certain uses or to certain users.

The following replaces Item 13.i:

i. No right or cause of action for any third party is created by this Agreement or any transaction under it, nor is IBM responsible for any third party claims against Licensee except as permitted by the Limitation of Liability section above for bodily injury (including death) or physical harm to real or tangible personal property caused by IBM's negligence for which IBM is legally liable to that third party.

The following is added as Item 13.m:

m. For purposes of this Item 13.m, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

(1) General

- (a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").
- (b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

(2) Security Safeguards

- (a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.
- (b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.
- (c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.
- (d) Additional or different services required to comply with the Laws will be deemed a request for new services.

(3) Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

(4) Access Requests

- (a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.
- (b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.
- (c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

(5) Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

(6) Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Customers who are public bodies subject to public sector privacy legislation, this Item 13.m applies only to Personal Data made available to Customer in connection with this Agreement, and the obligations in this section apply only to Customer, except that: 1) section (2)(a) applies only to IBM; 2) sections (1)(a) and (4)(a) apply to both parties; and 3) section (4)(b) and the last sentence in (1)(b) do not apply.

PERU

10. Limitation of Liability

The following is added to the end of this Section 10 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, Licensee and IBM intend that the limitation of liability in this Limitation of Liability section applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action.

10.1 Items for Which IBM May be Liable

The following is added at the end of this Subsection 10.1:

In accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by IBM's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

UNITED STATES OF AMERICA:

5. Taxes

The following is added at the end of this Section 5 (Taxes)

For Programs delivered electronically in the United States for which Licensee claims a state sales and use tax exemption, Licensee agrees not to receive any tangible personal property (e.g., media and publications) associated with the electronic program.

Licensee agrees to be responsible for any sales and use tax liabilities that may arise as a result of Licensee's subsequent redistribution of Programs after delivery by IBM.

13. General

The following is added to Section 13 as Item 13.m:

U.S. Government Users Restricted Rights – Use, duplication or disclosure is restricted by the GSA IT Schedule 70 Contract with the IBM Corporation.

The following is added to Item 13.f:

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

ASIA PACIFIC COUNTRY AMENDMENTS

AUSTRALIA:

5. Taxes

The following sentences replace the first two sentences of Section 5 (Taxes):

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Program itself, that is not otherwise provided for in the amount payable, Licensee agrees to pay it when IBM invoices Licensee. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

8.1 Limited Warranty

The following is added to Subsection 8.1 (Limited Warranty):

The warranties specified this Section are in addition to any rights Licensee may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

10.1 Items for Which IBM May be Liable

The following is added to Subsection 10.1 (Items for Which IBM Maybe Liable):

Where IBM is in breach of a condition or warranty implied by the Trade Practices Act 1974, IBM's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

HONG KONG SAR, MACAU SAR, AND TAIWAN

As applies to licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, "the country in which the original Licensee was granted the license" and "the country in which Licensee obtained the Program license") are replaced with the following:

- (1) In **Hong Kong SAR**: "Hong Kong SAR"
- (2) In **Macau SAR**: "Macau SAR" except in the Governing Law clause (Section 14.1)
- (3) In **Taiwan**: "Taiwan."

INDIA

10.1 Items for Which IBM May be Liable

The following replaces the terms of Items 1 and 2 of the first paragraph:

1) liability for bodily injury (including death) or damage to real property and tangible personal property will be limited to that caused by IBM's negligence; and 2) as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to the subject of this Agreement, IBM's liability will be limited to the charge paid by Licensee for the individual Program that is the subject of the claim.

13. General

The following replaces the terms of Item 13.g:

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

INDONESIA

3.3 Term and Termination

The following is added to the last paragraph:

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

13. General

The following is inserted after Item 13.f:

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

MALAYSIA

10.2 Items for Which IBM Is not Liable

The word "SPECIAL" in Item 10.2b is deleted.

NEW ZEALAND

8.1 Limited Warranty

The following is added:

The warranties specified in this Section are in addition to any rights Licensee may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which IBM provides, if Licensee requires the goods for the purposes of a business as defined in that Act.

10. Limitation of Liability

The following is added:

Where Programs are not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

PEOPLE'S REPUBLIC OF CHINA

4. Charges

The following is added:

All banking charges incurred in the People's Republic of China will be borne by Licensee and those incurred outside the People's Republic of China will be borne by IBM.

PHILIPPINES

10.2 Items for Which IBM Is not Liable

The following replaces the terms of Item 10.2b:

- b. special (including nominal and exemplary damages), moral, incidental, or indirect damages or for any economic consequential damages; or

SINGAPORE

10.2 Items for Which IBM Is not Liable

The words "SPECIAL" and "ECONOMIC" are deleted from Item 10.2b.

13. General

The following replaces the terms of Item 13.i:

Subject to the rights provided to IBM's suppliers and Program developers as provided in Section 10 above (Limitation of Liability), a person who is not a party to this Agreement will have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.

TAIWAN

8.1 Limited Warranty

The last paragraph is deleted.

10.1 Items for Which IBM May Be Liable

The following sentences are deleted:

This limit also applies to any of IBM's subcontractors and Program developers. It is the maximum for which IBM and its subcontractors and Program developers are collectively responsible.

EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS

EUROPEAN UNION MEMBER STATES

8. Warranty and Exclusions

The following is added to Section 8 (Warranty and Exclusion):

In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 8 Warranty and Exclusions. The territorial scope of the Limited Warranty is worldwide.

EU MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

13. General

The following replaces Item 13.e:

- (1) **Definitions** – For the purposes of this Item 13.e, the following additional definitions apply:
 - (a) **Business Contact Information** – business-related contact information disclosed by Licensee to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Licensee’s employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about Customer and its contractors as legal entities (for example, Customer’s revenue data and other transactional information)
 - (b) **Business Contact Personnel** – Licensee employees and contractors to whom the Business Contact Information relates.
 - (c) **Data Protection Authority** – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.
 - (d) **Data Protection & Electronic Communications Legislation** – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.
 - (e) **IBM Group** – International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.
- (2) Licensee authorises IBM:
 - (a) to process and use Business Contact Information within IBM Group in support of Licensee including the provision of support services, and for the purpose of furthering the business relationship between Licensee and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the “Specified Purpose”); and
 - (b) to disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.
- (3) Use
IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.
- (4) Access Requests
To the extent required by the Data Protection & Electronic Communications Legislation, Licensee represents that (a) it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.

(5) Retention

Licensee authorises IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

AUSTRIA

8.2 Exclusions

The following is deleted from the first paragraph:

MERCHANTABILITY, SATISFACTORY QUALITY

10. Limitation of Liability

The following is added:

The following limitations and exclusions of IBM's liability do not apply for damages caused by gross negligence or willful misconduct.

10.1 Items for Which IBM May Be Liable

The following replaces the first sentence in the first paragraph:

Circumstances may arise where, because of a default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM.

In the second sentence of the first paragraph, delete entirely the parenthetical phrase:

"(including fundamental breach, negligence, misrepresentation, or other contract or tort claim)".

10.2 Items for Which IBM Is Not Liable

The following replaces Item 10.2b:

b. indirect damages or consequential damages; or

BELGIUM, FRANCE, ITALY, and LUXEMBOURG

10. Limitation of Liability

The following replaces the terms of Section 10 (Limitation of Liability) in its entirety:

Except as otherwise provided by mandatory law:

10.1 Items for Which IBM May Be Liable

IBM's entire liability for all claims in the aggregate for any damages and losses that may arise as a consequence of the fulfillment of its obligations under or in connection with this Agreement or due to any other cause related to this Agreement is limited to the compensation of only those damages and losses proved and actually arising as an immediate and direct consequence of the non-fulfillment of such obligations (if IBM is at fault) or of such cause, for a maximum amount equal to the charges (if the Program is subject to fixed term charges, up to twelve months' charges) Licensee paid for the Program that has caused the damages.

The above limitation will not apply to damages for bodily injuries (including death) and damages to real property and tangible personal property for which IBM is legally liable.

10.2 Items for Which IBM Is Not Liable

UNDER NO CIRCUMSTANCES IS IBM OR ANY OF ITS PROGRAM DEVELOPERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: 1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

10.3 Suppliers and Program Developers

The limitation and exclusion of liability herein agreed applies not only to the activities performed by IBM but also to the activities performed by its suppliers and Program developers, and represents the maximum amount for which IBM as well as its suppliers and Program developers are collectively responsible.

GERMANY

8.1 Limited Warranty

The following is inserted at the beginning of Section 8.1:

The Warranty Period is twelve months from the date of delivery of the Program to the original Licensee.

8.2 Exclusions

Section 8.2 is deleted in its entirety and replaced with the following:

Section 8.1 defines IBM's entire warranty obligations to Licensee except as otherwise required by applicable statutory law.

10. Limitation of Liability

The following replaces the Limitation of Liability section in its entirety:

- a. IBM will be liable without limit for 1) loss or damage caused by a breach of an express guarantee; 2) damages or losses resulting in bodily injury (including death); and 3) damages caused intentionally or by gross negligence.
- b. In the event of loss, damage and frustrated expenditures caused by slight negligence or in breach of essential contractual obligations, IBM will be liable, regardless of the basis on which Licensee is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), per claim only up to the greater of 500,000 euro or the charges (if the Program is subject to fixed term charges, up to 12 months' charges) Licensee paid for the Program that caused the loss or damage. A number of defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one default.
- c. In the event of loss, damage and frustrated expenditures caused by slight negligence, IBM will not be liable for indirect or consequential damages, even if IBM was informed about the possibility of such loss or damage.
- d. In case of delay on IBM's part: 1) IBM will pay to Licensee an amount not exceeding the loss or damage caused by IBM's delay and 2) IBM will be liable only in respect of the resulting damages that Licensee suffers, subject to the provisions of Items a and b above.

13. General

The following replaces the provisions of 13.g:

Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 8.1 (Limited Warranty) of this Agreement.

The following replaces the provisions of 13.i:

No right or cause of action for any third party is created by this Agreement, nor is IBM responsible for any third party claims against Licensee, except (to the extent permitted in Section 10 (Limitation of Liability)) for: i) bodily injury (including death); or ii) damage to real or tangible personal property for which (in either case) IBM is legally liable to that third party.

IRELAND

8.2 Exclusions

The following paragraph is added:

Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act"), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, Section 39 of the 1980 Act).

IRELAND AND UNITED KINGDOM

2. Agreement Structure

The following sentence is added:

Nothing in this paragraph shall have the effect of excluding or limiting liability for fraud.

10.1 Items for Which IBM May Be Liable

The following replaces the first paragraph of the Subsection:

For the purposes of this section, a "Default" means any act, statement, omission or negligence on the part of IBM in connection with, or in relation to, the subject matter of an Agreement in respect of which IBM is legally liable to Licensee, whether in contract or in tort. A number of Defaults which together result in, or contribute to, substantially the same loss or damage will be treated as one Default.

Circumstances may arise where, because of a Default by IBM in the performance of its obligations under this Agreement or other liability, Licensee is entitled to recover damages from IBM. Regardless of the basis on which Licensee is entitled to claim damages from IBM and except as expressly required by law without the possibility of contractual waiver, IBM's entire liability for any one Default will not exceed the amount of any direct damages, to the extent actually suffered by Licensee as an immediate and direct consequence of the default, up to the greater of (1) 500,000 euro (or the equivalent in local currency) or (2) 125% of the charges (if the Program is subject to fixed term charges, up to 12 months' charges) for the Program that is the subject of the claim. Notwithstanding the foregoing, the amount of any damages for bodily injury (including death) and damage to real property and tangible personal property for which IBM is legally liable is not subject to such limitation.

10.2 Items for Which IBM is Not Liable

The following replaces Items 10.2b and 10.2c:

- b. special, incidental, exemplary, or indirect damages or consequential damages; or
- c. wasted management time or lost profits, business, revenue, goodwill, or anticipated savings.



International Passport Advantage Agreement

Part 1 - General Terms

Under this IBM International Passport Advantage Agreement (“Agreement”), IBM provides the Passport Advantage customer a way to obtain authorizations to use, update, and support selected Programs at volume pricing.

The Customer Originating Company and IBM Originating Company agree to coordinate the administration of this Agreement within their respective Enterprises. When used in this Agreement, “IBM” means the IBM Enterprise company that is providing Eligible Products, and “you” means the customer Enterprise company that is ordering them, subject to the Agreement. The Customer Originating Company is the legal entity within your Enterprise of which the entity that identifies itself as the “Originating Site” on an IBM International Passport Advantage Enrollment Form is a part. The IBM Originating Company is the legal entity within International Business Machines Corporation’s Enterprise that accepts the Customer Originating Company’s orders. This Agreement is entered into with the understanding that each of us is bound by its terms. Both of us agree to distribute copies of the Agreement to our respective participating Enterprise companies. “Enterprise” is defined in **2. Enterprise** below.

Products eligible under this Agreement (“Eligible Products”) include commercially available IBM Programs, certain Programs that are subject to a third-party end user license agreement (“Non-IBM Programs”), Support for specified Non-IBM Programs and IBM Programs licensed under the terms of the IBM License for Non-Warranted Programs (“Selected Support”), authorizations to increase your use of a Program, IBM Trade-ups, Competitive Trade-ups, IBM Annual Software Subscription and Support Renewals, IBM Software Subscription and Support Reinstatement, Third Party Annual Software Subscription and Support Renewals, Third Party Software Subscription and Support Reinstatement, and Selected Support renewals.

The Customer Originating Company accepts the terms of this Agreement without modification, and each of its participating Enterprise companies accepts this Agreement without modification, by submitting an IBM International Passport Advantage Enrollment Form to IBM or the reseller(s) from whom they have chosen to obtain Eligible Products (“your reseller(s)”), as applicable. This Agreement is effective on the date IBM accepts your initial order for Eligible Products (“Effective Date”) and remains in effect until the Customer Originating Company or the IBM Originating Company terminates it in accordance with **11. Agreement Termination**.

This Agreement, any applicable attachments, and any associated documents, i.e., Enrollment Form, Proofs of Entitlement and invoices (called “Associated Documents”), are the complete agreement regarding these transactions, and replace any prior oral or written communications between us concerning Passport Advantage. If there is a conflict among terms in the various documents, those of an attachment prevail over this Agreement and those of an Associated Document prevail over both of those documents. The terms of the sections of the IBM International Program License Agreement (“IPLA”) entitled “Limitation of Liability,” “General,” and “Governing Law, Jurisdiction, and Arbitration,” including their applicable Country-unique Terms, are also part of this Agreement and are incorporated by reference into this Agreement with the following changes:

- a. The term “Program” is replaced by the term “Eligible Product.”
- b. If not otherwise stated in the Limitation of Liability section of the IPLA, the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim for a fixed term license is 12 months’ charges.
- c. The statement, “All of our rights, duties, and obligations are subject to the courts of the country in which You acquired the Program license” is replaced by the statement, “The rights, duties, and obligations of each of us are valid only in the country in which the transaction is performed or, if IBM agrees, the country where the Eligible Product is placed in productive use,” except that all licenses are valid as specifically granted.
- d. The phrase “the laws of the country in which You acquired the Program license” in the Governing Law subsection is replaced by “the laws of the country in which the transaction is performed.”

A copy of the IPLA in its entirety, either in a booklet or on a CD, is provided in the Passport Advantage Welcome Package. It is also available from IBM or its resellers and on the Internet at ibm.com/software/sla.

Once this Agreement is accepted, 1) unless prohibited by applicable law or specified otherwise, any reproduction of it or an Associated Document made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Eligible Products ordered under this Agreement are subject to it.

If IBM withdraws an Eligible Product from marketing, you will no longer be able to obtain it under this Agreement. If IBM withdraws a Program or a version of a Program from marketing, you may not increase its level of use, beyond the authorizations already acquired, on or after the effective date of withdrawal without IBM's prior written consent, which IBM will not unreasonably withhold.

The "Anniversary" is the first day of the month that follows the anniversary of the Effective Date, unless the Effective Date is the first day of a month, in which event the anniversary of the Effective Date is the Anniversary.

A "Program" is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

A "Term" is the period that begins either on the date IBM accepts your initial order (in the case of the initial Term) or on the Anniversary (in the case of subsequent Terms), and ends on the day immediately prior to the next Anniversary.

1. Eligible Products

Eligible Products are for use within your Enterprise only and may not be resold, rented, leased, or transferred to third parties. Any attempt to do so in violation of these provisions is void. In addition, such Eligible Products may not be used to provide commercial hosting or other commercial information technology services to third parties. If, as a result of your moving an Eligible Product across a border, any authority imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Eligible Product), then you agree that you are responsible for, and will pay, any such duty, taxes, levy or other fees. This excludes those taxes based on IBM's net income.

Unless IBM specifies otherwise, it provides Non-IBM Programs and Third Party Software Subscription and Support (as defined in 1.3.1 Software Subscription and Support below) **WITHOUT WARRANTIES OF ANY KIND**. However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranties to you.

1.1 IBM Programs

1.1.1 Proof of Entitlement:

IBM specifies a Program's authorized use in a Proof of Entitlement (called "PoE"). Examples of the measure of the level of authorized use include, but are not limited to, the number of copies, processors, or users. This PoE, supported by your matching paid invoice or receipt, is evidence of your level of authorized use. During the period this Agreement remains in effect, and for two years thereafter, IBM has the right to verify your compliance with this Agreement on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold.

1.1.2 Versions and Platforms:

You may use Programs and their associated user documentation in any commercially available national language version up to the level of use authorized in the PoE. You are authorized to use the Program(s) that you obtain under this Agreement on any platform or operating system for which IBM currently makes Program code available under Passport Advantage unless the Program is designated as platform or operating system specific at the time you obtain it.

1.1.3 IBM Trade-ups:

Licenses for certain Programs that replace qualifying IBM Programs may be obtained for a reduced charge. You agree to terminate your use of the replaced IBM Programs when you install the replacement Programs.

1.1.4 Competitive Trade-ups:

Licenses for certain Programs that replace qualifying Non-IBM Programs (see **1.2. Non-IBM Programs** below) may be obtained for a reduced charge. You agree to terminate your use of the replaced Non-IBM Programs when you install the replacement Programs.

1.1.5 License:

IBM Programs obtained under this Agreement are governed by the terms of the IPLA. If there is a conflict between the terms of this Agreement and those of the IPLA, including its License Information document ("LI"), the terms of this Agreement prevail. The IPLA and its LIs are available on the Internet at ibm.com/software/sla.

1.2 Non-IBM Programs

License

The licensing of a Non-IBM Program obtained under this Agreement is governed by the terms of the third party end user license agreement that accompanies it. If there is a conflict between the terms of this Agreement and those of the third party end user license agreement, the terms of this Agreement prevail. IBM is not a party to the third party end user license agreement and assumes no obligations under it.

1.3 Software Subscription and Support and Selected Support

1.3.1 Software Subscription and Support

IBM provides software subscription and support (“IBM Software Subscription and Support”) with each IBM Program licensed under the IPLA. Software Subscription and Support is a single offering not available as separate components. IBM does not provide IBM Software Subscription and Support for Non-IBM Programs or for Programs that are licensed under the IBM License Agreement for Non-Warranted Programs (together “Selected Programs”). Third parties may provide software subscription and support (“Third Party Software Subscription and Support”) with Non-IBM Program licenses under the third parties’ terms. For purposes of this Agreement, “software subscription and support” means both IBM Software Subscription and Support and Third Party Software Subscription and Support.

IBM Software Subscription and Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

While IBM Software Subscription and Support is in effect for an IBM Program license:

- a. IBM will make available to you and authorize you to use the most current commercially available version, release, or update, should any be made available.
- b. IBM provides you assistance for your 1) routine, short duration installation and usage (how-to) questions; and 2) code-related questions (“Support”). Such Support for a particular version or release of a Program is available only until IBM or the third party, as applicable, withdraws Support for that Program’s version or release. When Support is withdrawn, you must upgrade to a supported version or release of the Program in order to continue to receive Support. The IBM “Software Support Lifecycle” policy is available at <http://www-306.ibm.com/software/info/supportlifecycle/>.
- c. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. (This assistance is not available to your end users.) IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Handbook for details at ibm.com/software/support.
- d. IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission.

IBM Software Subscription and Support does not include assistance for 1) the design and development of applications, 2) your use of IBM Programs in other than their specified operating environment or 3) failures caused by products for which IBM is not responsible under this Agreement.

1.3.2 Selected Support

Selected Programs eligible for Selected Support are listed at www.ibm.com/lotus/PASupportedSupportPrograms.

Selected Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

While Selected Support is in effect for a Selected Program:

- a. IBM will make available to you Selected Program defect corrections, if any, that it develops.
- b. IBM provides you assistance for your 1) routine, short duration installation and usage (how-to) questions; and 2) code related questions. Selected Support for a particular version or release of a Program is available only until IBM withdraws Selected Support for that Program’s version, release, or modification. When such Selected Support is withdrawn, you must upgrade to a supported

version or release of the Program in order to continue to receive such support. The IBM "Software Support Lifecycle" policy does not apply to Selected Support.

- c. IBM may provide you with assistance in designing and developing applications based on your subscription level.
- d. IBM may provide assistance via telephone and electronic access, depending on your location and the subscription level you acquire. Such assistance is provided only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. Consult the IBM Software Support Handbook for details applicable to Selected Support at ibm.com/software/support.
- e. IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission.

IBM WARRANTS THAT IT PROVIDES IBM SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT USING REASONABLE CARE AND SKILL. THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not provide licenses under this Agreement for Selected Programs.

1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support

You may renew your expiring software subscription and support or Selected Support by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT ARE AUTOMATICALLY RENEWED TO THE NEXT ANNIVERSARY UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY SUCH RENEWAL CHARGES.

Software subscription and support or Selected Support obtained or renewed on the Anniversary is renewable for an additional coverage period of 12 full months.

Software subscription and support or Selected Support obtained on a date other than the Anniversary is renewable at the next Anniversary for an additional coverage period of less than 12 full months for a prorated charge, thereby extending the coverage to the following Anniversary.

If you choose not to renew software subscription and support coverage for certain or all of your Program licenses and, at a later date, wish to again obtain coverage for any of those Program licenses, you must obtain IBM Software Subscription and Support Reinstatement or Third Party Software Subscription and Support Reinstatement, as applicable.

1.3.4 Withdrawal of software subscription and support or Selected Support for a particular Program

If IBM or the third party, as applicable, withdraws software subscription and support or Selected Support for a particular Program, you understand that

- a. IBM will not make software subscription and support renewal or Selected Support renewal available for that Program; and
- b. if you renewed IBM Software Subscription and Support for that IBM Program license or Selected Support for a Selected Program license prior to the notice of withdrawal, IBM, at its sole discretion, will either continue to provide IBM Software Subscription and Support or Selected Support to you for that Program license until the end of the then current coverage period or you may obtain a prorated refund. If you renewed Third Party Software Subscription and Support for that Non-IBM Program prior to the notice, the third party will continue to provide Third Party Software Subscription and Support to you for that Non-IBM Program license until the end of the then current coverage period. Otherwise, you may obtain a prorated refund.

1.4 Fixed Term Licensing

As an option, IBM licenses certain Programs for a “Fixed Term.” “Fixed Term” means that the duration of the license is the limited term so designated by IBM in the Program’s PoE, beginning on the date that your order is accepted by IBM; on the calendar day following the expiration of a prior Fixed Term; or on the calendar day following the Anniversary date, as applicable.

Software Subscription and Support is included with each Fixed Term license and is in effect until the Fixed Term expires.

1.4.1 Automatic Renewal of Fixed Term Licenses

You may renew your expiring Fixed Term License by written authorization to renew (e.g., order form, order letter, purchase order), prior to the expiration date, in accordance with the terms of this Agreement.

IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE, EXPIRING FIXED TERM LICENSES ARE AUTOMATICALLY RENEWED FOR THE SAME DURATION AS THE EXPIRING TERM UNDER THE AGREEMENT TERMS AND AT THE THEN CURRENT RENEWAL CHARGES FOR SUCH PROGRAM LICENSES UNLESS, PRIOR TO THE EXPIRATION DATE, IBM RECEIVES, EITHER DIRECTLY FROM YOU OR THROUGH YOUR RESELLER, AS APPLICABLE, YOUR WRITTEN NOTIFICATION THAT YOU DO NOT WANT TO RENEW. YOU AGREE TO PAY SUCH RENEWAL CHARGES.

If you choose not to renew the Fixed Term License, you agree to discontinue use of the Program on the expiration date.

If, after the expiration date, you choose to resume use of the Program, you must pay charges associated with an initial Fixed Term License rather than a Fixed Term License renewal.

1.4.2 Anniversary Coordination

For Fixed Terms of six months or more only, initial or subsequent Fixed Terms entered into on a date other than the Anniversary may be renewed at the next Anniversary for an additional period, at a prorated renewal charge, in order to extend the Fixed Term to the following Anniversary.

1.4.3 Withdrawal of Fixed Term License for a particular Program

If IBM or the third party, as applicable, withdraws Fixed Term licensing for a particular Program, you understand that:

- a. you may not renew the Fixed Term License for that Program; and
- b. if you renewed the Fixed Term License for a Program prior to the notice of withdrawal, you will, at IBM’s or the third party’s sole discretion, either (a) continue to use the Program under the Fixed Term licensing terms until the end of the then current Fixed Term or (b) obtain a prorated refund.

2. Enterprise

An Enterprise includes any legal entity that, by more than 50%, owns, is owned by, or is under common ownership with the Originating Company. The Originating Company is the legal entity that is authorized to execute and administer this Agreement on behalf of an Enterprise. The Originating Company need not be a “company” and may be the entire Enterprise.

3. Site

“Site” means any defined entity, such as a physical location or organizational unit, e.g., a department, division, subsidiary or cost center, of your Enterprise.

The Originating Company Site is defined as the “Originating Site.”

Any Site that subsequently enrolls under this Agreement is defined as an “Additional Site.”

In addition to acquiring Eligible Products from IBM, the Originating Site and the Additional Sites may each select a primary reseller from whom they will obtain Eligible Products. A Site may choose to replace its primary reseller at any time upon giving IBM one month’s written notice.

IBM provides the primary reseller for each Site with access to complete information concerning the Site’s software subscription and support renewals, including software subscription and support renewals for entitlements not originally obtained for the Site from that primary reseller.

The Customer Originating Company is responsible for all Sites’ compliance with the terms of this Agreement.

4. Obtaining Eligible Products

To obtain additional authorizations to use Programs under Passport Advantage you must have already obtained the Program code.

IBM's "money-back guarantee" only applies the first time you license the IBM Program. If an IBM Program license is for a fixed term that is subject to renewal, you may obtain a refund only if you return the Program and its PoE within the first 30 days of its initial term.

Under Passport Advantage, each Eligible Product, including CEO Product Categories, is assigned Suggested Volume Price ("SVP") points.

"CEO Product Categories" (groupings of Eligible Products) are obtained on a per-user basis. You must obtain your first CEO Product Category ("Primary Product Category") for all Users within your Enterprise and for not less than the number of Users specified in the CEO Product Categories Table at ibm.com/software/passportadvantage. A "User" is an individual to whom a machine capable of copying, using, or extending the use of Programs has been assigned.

You may obtain additional CEO Product Categories if you meet the minimum number of Users requirement specified in the CEO Product Category in the CEO Product Categories Table at ibm.com/software/passportadvantage. However, you need not obtain additional CEO Product Categories for all Users within your Enterprise.

A User may use any or all of the Programs included in a chosen CEO Product Category. However, all IBM Programs that are used for client access must be obtained from the same CEO Product Category as the server Program they access.

CEO Product Categories: Additions and Deletions

IBM may add Eligible Products to or delete Eligible Products from any CEO Product Category. If IBM deletes an Eligible Product from a CEO Product Category, you may continue to use the deleted Eligible Product but you may not exceed the number of Users enrolled prior to the deletion.

Increasing the number of Users

In the event you increase the number of Users, you must obtain an authorization to use the CEO Product Category for each new User.

Decreasing the number of Users

You will notify IBM in writing prior to your next Anniversary in the event your total number of Users decreases. Decreases may result from a reorganization, restructuring, or sale of one or more of your Sites. A reduction in the number of Users of a temporary or seasonal nature does not qualify as a decrease. Following a decrease in the number of Users, a lower SVP Level may result. If the level of authorized use of a CEO Product Category drops below the minimum number of Users applicable to that CEO Category, you may not renew IBM Software Subscription and Support on a CEO Product Category basis.

5. Relationship SVP Level

The initial Relationship SVP ("RSVP") Level is established by the point value of the initial order. The initial order must be for a minimum of 500 points. If you obtain additional Eligible Products during a Term, you may attain higher RSVP Levels. The higher RSVP Level applies only when you obtain additional Eligible Products after the higher level is attained, except where the point value of an individual order by itself exceeds the point requirement for a higher SVP level. In such case, the higher SVP level applies to the order.

At the first and each subsequent Anniversary, the RSVP Level is set, based on the Eligible Products you have obtained during the previous Term. If, in a subsequent Term, the point value of the Eligible Products you obtain during that Term is less than the point value necessary to maintain the current RSVP Level, then at the next Anniversary the RSVP Level will be reduced to reflect the level at which you are currently obtaining Eligible Products but not by more than one RSVP Level.

Relationship SVP Level Table:

RSVP Level	BL	D	E	F	G	H
Points	<500	500	1,000	2,500	5,000	10,000

6. Resellers

When you order Eligible Products from your IBM reseller(s), IBM is not responsible for 1) their actions, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements. When you obtain Eligible Products from a reseller, the reseller sets the charges and payment terms.

7. Payment

- a. When you obtain Eligible Products from your IBM reseller(s), you pay your reseller directly.
- b. When you obtain Eligible Products from IBM,
 - (1) you agree to pay as IBM specifies in its invoice or equivalent document, including any late payment fee; and
 - (2) if any authority imposes a duty, tax, levy or fee (excluding those based on IBM's net income) upon Eligible Products, then you agree to pay that amount as IBM specifies or supply exemption documentation.
- c. The amount payable for a Program license may either be a one-time charge or a charge for a fixed term, depending on the type of license.

8. Mutual Responsibilities

Both of us agree that, under this Agreement:

- a. all information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement; and
- b. each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. Both of us agree that for all electronic communications, an identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
- c. IBM grants you only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

9. Assignment

You may not assign this Agreement in whole or in part, without IBM's prior written consent. Any attempt to do so is void. IBM will not unreasonably withhold this consent.

The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

10. Changes to the Agreement Terms

IBM may change the terms of this Agreement by giving the Customer Originating Company three months' written notice by letter or e-mail. Such change applies as of the date IBM specifies in the notice. You agree that you have consented to any such change if you do not notify IBM in writing, prior to the effective date specified in IBM's written notice, that you disagree with the change. IBM may add or withdraw Eligible Products or change an Eligible Product's SVP or point value at any time. Otherwise, for a change to be valid, both the Customer Originating Company and the IBM Originating Company must sign it. Additional or different terms in any order or written communication from you are void.

11. Agreement Termination

The Customer Originating Company may terminate this Agreement without cause on one month's written notice.

The IBM Originating Company may terminate this Agreement on three months' written notice. If you obtained or renewed IBM Software Subscription and Support for any IBM Programs prior to the notice of termination, IBM, at its sole discretion, will either continue to provide IBM Software Subscription and Support to you for those Programs until the end of the then current coverage period or give you a prorated refund. If you obtained or renewed Third Party Software Subscription and Support for any Non-IBM Programs prior to the notice of termination, the third party may continue to provide Third Party Software Subscription and Support to you for that Non-IBM Program license until the end of the then current coverage period. If the third party licensor does not do so, you may obtain a prorated refund.

The Customer Originating Company will be considered to have terminated this Agreement if neither it nor any of its participating Enterprise companies have placed orders for Eligible Products for 24 consecutive months nor have software subscription and support in effect.

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

12. Geographic Scope

The terms of this Agreement apply in countries where 1) IBM markets its Eligible Products directly or 2) its Eligible Products have been announced as otherwise available.

Part 2 - Country-unique Terms

The terms of this Agreement apply for all countries except that the following terms are country amendments that replace or modify terms in Part 1 for the identified country.

AMERICAS

ANGUILLA, ANTIGUA/BARBUDA, ARUBA, BARBADOS, BERMUDA, BRITISH VIRGIN ISLANDS, CAYMAN ISLANDS, DOMINICA, GRENADA, GUYANA, ST. KITTS, ST. LUCIA, ST. MAARTEN, ST. VINCENT, TORTOLA, BELIZE, BOLIVIA, COSTA RICA, DOMINICAN REPUBLIC, EL SALVADOR, HAITI, HONDURAS, GUATEMALA, NICARAGUA, PANAMA, PARAGUAY, BRAZIL, MEXICO, URUGUAY, CHILE, ARGENTINA, ECUADOR, COLOMBIA, PERU, VENEZUELA, BAHAMAS, JAMAICA, NETHERLANDS ANTILLES, SURINAME, TRINIDAD & TOBAGO, TURKS & CAICOS ISLANDS, AND MONTSERRAT.

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses and Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

ARGENTINA, CHILE, COLOMBIA, ECUADOR, MEXICO, PERU, VENEZUELA, URUGUAY

7. Payment

The following replaces 7b(1) :

Amounts are due upon receipt of invoice and payable as IBM specifies in an Associated Document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

1. As long as the country operates in a free currency exchange market, you and IBM agree that IBM will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in an Associated Document on the date payment is made.
2. If the government of a country establishes any restriction or limitation on its free currency exchange markets, you agree to make payments to IBM in US dollars to a bank account in New York, NY, USA, designated by IBM in the Associated Document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, you agree to pay the amount indicated in the Associated Document in country national currency, calculated at the official exchange rate which is in use for the remittance of dividends and net earnings to foreign investors outside the country.

You agree to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

BRAZIL

7. Payment

The following replaces 7b(1) :

Amounts due are expressed in local currency.

Amounts are due upon receipt of invoice and payable in local currency as IBM specifies in an Associated Document. You agree to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die." The late payment fee is calculated against the resultant delinquent amount at the following rates:

1. two percent of the delinquent amount due per the first thirty day period during which any delinquent balance remains unpaid, plus
2. ten percent for each successive thirty day period during which any delinquent balance remains unpaid.

8. Mutual Responsibilities

The following replaces 8b:

- b. each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;

10. Changes to the Agreement Terms

The following replaces the fourth sentence in this section:

IBM may add or withdraw Eligible Products at any time. IBM may increase SVP with notice. IBM's ability to increase such charges, rates and minimums will be subject to the requirements of Brazilian law.

MEXICO

10. Changes to the Agreement Terms

The following is added after the third sentence:

For those Eligible Products priced in Mexican currency, IBM may increase SVP by giving you fifteen days' written notice.

UNITED STATES OF AMERICA

1. Eligible Products

The following sentence is added at the end of the paragraph that begins "**IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE**" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

YOU MAY TERMINATE SOFTWARE SUBSCRIPTION AND SUPPORT FOR A PROGRAM OR SELECTED SUPPORT FOR A SELECTED PROGRAM LICENSE AT ANY TIME AFTER THE FIRST ANNIVERSARY ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW YOUR EXPIRING SOFTWARE SUBSCRIPTION AND SUPPORT OR SELECTED SUPPORT. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

The following sentence is added at the end of the paragraph that begins "**IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE**" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

YOU MAY TERMINATE A PROGRAM'S FIXED TERM LICENSE AT ANY TIME AFTER ITS INITIAL TERM ON ONE MONTH'S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g., order form, order letter, purchase order) TO RENEW YOUR EXPIRING FIXED TERM LICENSE. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

ASIA PACIFIC

AUSTRALIA

7. Payment

The following paragraph is added after 7b:

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

The following paragraph replaces 7b(2) in its entirety:

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on the Agreement or on the Eligible Product itself, that is not otherwise provided for in the amount payable, you agree to pay it when IBM invoices you. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

CAMBODIA, LAOS, PEOPLE'S REPUBLIC OF CHINA, VIETNAM, BANGLADESH, BHUTAN, NEPAL, BRUNEI, FIJI HONG KONG, INDIA, INDONESIA, JAPAN, REPUBLIC OF KOREA, MACAO, MALAYSIA, MALDIVES, MONGOLIA, BURMA (aka MYANMAR), PAPUA NEW GUINEA, PHILIPPINES, SAMOA, SOLOMON ISLANDS, SRI LANKA, TAIWAN, THAILAND, CHRISTMAS ISLANDS, COCOS (KEELING) ISLANDS, COOK ISLANDS, EAST TIMOR, HEARD & MCDONALD ISLANDS, KIRIBATI, NAURU, NIUE, NORFOLK ISLAND, TOKELAU, TONGA, AND TUVALU

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses or Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

INDONESIA

11. Agreement Termination

The following paragraph is added just prior to the last paragraph:

We both waive in this regard, the provision of article 1266 of the Indonesian Civil Code to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

2. Site

The following paragraph is added after the fifth paragraph of this section

In the event IBM receives personal information in conjunction with the performance of this Agreement, IBM agrees to handle such personal information in accordance with the attachment entitled Provisions for Handling Personal Information or Memorandum of Understanding on Handling Personal Information signed separately by the parties.

7. Payment

Add the following sentence:

You agree to pay within 30 days from our invoice date.

11. Agreement Termination

The following paragraph is added to this section:

When all or a substantial portion of either party's assets, credits or business are so changed as to make continued performance of that party's obligations impracticable or impossible, the other party may terminate this Agreement with prior written notice.

EUROPE, MIDDLE EAST, AFRICA (EMEA)

EMEA-WIDE

7. Payment

The following replaces 7b(1) for the following countries except as noted:

Amounts are due and payable upon receipt of invoice. You agree to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, (or in the case of quarterly advance billing of recurring charges, within 60 days from the date of invoice), you may be subject to late payment charges.

The late payment charges are calculated as follows:

Belgium and Luxembourg:

Replace the first sentence in the second paragraph of the above EMEA-wide text with the following:

Any amounts not paid within the terms stated on the IBM invoice will be subject to a late payment fee that will be equal to 1% per period of 30 days, based on the outstanding balance VAT included, until paid in full. Late payment fees due will have to be paid at the end of each period of 30 days.

Denmark and Sweden:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

Estonia, Latvia and Lithuania:

2% per month apportioned to the number of days of delay.

Finland:

Interest according to the Act on interest rate apportioned to the number of days of delay.

France:

In compliance with the law of May 15th, 2001 any late payment fee is payable the day following the payment date specified on the invoice without any need for a reminder and its rate is equal to the European Central Bank rate for its most recent refinancing operation plus 7 points.

Germany:

Late payment fees will be calculated according to the German statutory rate.

In the second paragraph of the above EMEA-wide text replace both usages of "date of invoice" with the following:

due date

Greece:

The following replaces the above EMEA-wide text:

Amounts are due and payable upon receipt of invoice. If payment is not made within 30 days from the date of invoice, you may be subject to late payment fees.

The late payment fees will be calculated, per day of actual delay, from the due date of the invoice, based on the maximum rate of late payment fee allowed by law.

Italy:

Replace the final paragraph of the above EMEA-wide text with the following:

The late payment charges will be calculated, per day of actual delay, based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment has been received by IBM, increased by three points.

In case of no payment or partial payment and following a formal credit claim procedure or trial IBM might initiate, the late payment fee will be calculated from the due date of the invoice based on the prime rate published by the Italian Banking Association ABI in effect on the last day of the month the payment was due, increased by three points. IBM can transfer the credit to a factoring company; if we do so we will advise you in writing.

Netherlands:

The following replaces the second and third sentences of the EMEA-wide text:

If payment is not made within 30 days from the date of invoice, you will be in default without the necessity of a default notice. In such case you will be subject to late payment fees of 1% per month.

Norway:

Interest according to the Late Payment Interest Act apportioned to the number of days of delay.

South Africa, Namibia, Lesotho, Swaziland:

Such charges shall accrue daily from the date payment must have been received by IBM, and will be equal to 2% (two percent) above the ruling prime rate (of a bank designated by IBM) on any outstanding payment.

Spain:

Such fees will be calculated applying 1% of the charges per month to the number of days of delay.

UK and Ireland:

Such charges will be calculated at a monthly rate of 2% of the invoice amount, or as permitted by applicable law.

UK, Ireland, South Africa, Namibia, Lesotho, Swaziland:

Add the following:

IBM's rights relating to late payment charges shall be in addition to any other right that IBM may have in the event that you fail to make any payment due to IBM under this Agreement.

IBM reserves the right to require payment in advance of delivery or other security for payment.

ALBANIA, ARMENIA, AZERBAIJAN, BELARUS, BOSNIA-HERZEGOVINA, BULGARIA, CROATIA, GEORGIA, HUNGARY, KAZAKHSTAN, KYRGYZSTAN, MACEDONIA, MOLDOVA, MONTENEGRO, POLAND, ROMANIA, RUSSIA, SERBIA, SLOVAKIA, SLOVENIA, TAJIKISTAN, TURKMENISTAN, UKRAINE, UZBEKISTAN, JORDAN, KENYA, LEBANON, LIBERIA, PAKISTAN, SIERRA LEONE, SOMALIA, WEST BANK/GAZA, YEMEN, BAHRAIN , KUWAIT, OMAN, QATAR, SAUDI ARABIA, UNITED ARAB EMIRATES

1. Eligible Products

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.3.3 Automatic Annual Renewal of Software Subscription and Support and Selected Support:

IBM will renew, for an additional payment, expiring software subscription and support for all of your Program licenses or Selected Support for all of your Selected Program licenses to the next Anniversary if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current coverage period or (2) your payment within 30 days of your receipt of the software subscription and support or Selected Support, as applicable, invoice for the next coverage period.

The following replaces the paragraph that begins "IF IBM DOES NOT RECEIVE SUCH AUTHORIZATION BY THE EXPIRATION DATE" in 1.4.1 Automatic Renewal of Fixed Term Licenses:

IBM will renew, for an additional payment, expiring Fixed Term Licenses for all of your Program licenses for the same duration as the expiring term if IBM or your reseller receives (1) your order to renew (e.g., order form, order letter, purchase order) prior to the expiration of the current term or (2) your payment within 30 days of your receipt of the Fixed Term License invoice for the next term.

AUSTRIA and GERMANY

1. Eligible Products

The second paragraph is deleted.

The following is added at the end of, and as part of, 1.2. Non-IBM Programs:

Warranty:

- (1) Warranty is provided for a period of twelve months, beginning at the date of delivery. Consumers are at least entitled to claim warranty defects within the limitation period provided by law.
- (1) IBM warrants that each non-IBM Program, when used in the specified operating environment, relates to its functions and conforms to its specifications. In case a non-IBM Program is

delivered without specifications, IBM only warrants that the non-IBM Program information correctly describes the non-IBM Program, and that the non-IBM Program can be used according to the non-IBM Program information.

- (2) IBM does not warrant uninterrupted or error-free operation of the non-IBM Program or that IBM will correct all program defects. The Customer is responsible for the results of the use of a non-IBM Program.
- (3) At IBM's discretion, warranty may also be provided by the Licensor himself.
- (4) In the event that IBM is unable to remedy a warranty defect within a reasonable period of time - even after an appropriate grace period - the Customer may in respect of this defect (at his discretion) demand a reduction of price, or rescission of contract. In case of minor defects or deviations, the Customer shall not be entitled to demand a rescission of the contract.
- (5) In addition, the limitation of liability provision will apply.
- (6) However, non-IBM manufacturers, developers, suppliers, or publishers may provide their own warranty to you.

AUSTRIA

7. Payment

Replace the above EMEA-wide text in 7b(1) with the following:

Payment in full is due and payable without deduction upon receipt of invoice. You agree to pay accordingly, including any late payment fees. If the invoice amount is not received on IBM's account within 30 days, upon due date, IBM may charge late payment fees at the rate indicated in the Associated Document.

AUSTRIA, DENMARK, ESTONIA, FINLAND, LATVIA, LITHUANIA, NORWAY, SWEDEN:

7. Payment

The following is omitted in 7b(2):

(excluding those based on IBM's net income)

BELGIUM, FRANCE, UK, IRELAND, SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND:

7. Payment

Delete 7b(2).

EGYPT

8. Mutual Responsibilities

Delete 8b.

FRANCE

10. Changes to the Agreement Terms

The following is added to this section:

If you disagree with the change, you may terminate the transaction by notifying IBM, in writing, within fifteen days after the date of IBM's notification to you of the change.

All notices will be sent to the other party by registered letter.

11. Agreement Termination

The following is added after the fourth paragraph:

All notices will be sent to the other party by registered letter.

NETHERLANDS

7. Payment

Add the following paragraphs to 7b(1):

We may apply your payment to your other outstanding invoices.

Our rights relating to late payment charges shall be in addition to any other right that we may have in the event that you fail to make any payment due to us under this Agreement.

We reserve the right to also base our decision on the conclusion of an agreement with you on your solvency and to require payment in advance of delivery or other security for payment.

Your obligation to pay is unconditional and shall not be subject to any abatement, reduction, set-off, defense, counter-claim interruption, deferment or recoupment.

Replace 7b(2) with the following:

You agree to pay all taxes and duties, regardless of their qualification, unless specified otherwise on the invoice.

SOUTH AFRICA, NAMIBIA, LESOTHO, SWAZILAND

7. Payment

Add the following additional sentence:

When you make payment by cheque, payment is deemed to have been made only when your cheque has been received by IBM and our relevant account has been credited by IBM's authorised bankers.

SWITZERLAND

1. Eligible Products

The following is added to 1.2. Non-IBM Programs:

No liability of whatever sort is accepted or warranty granted by IBM.

8. Mutual Responsibilities

Delete 8b.

TURKEY

7. Payment

The following replaces 7b(1)

Amounts are due and payable upon receipt of invoice. You agree to pay accordingly, including any late payment charges.

If payment is not made within 30 days from the date of invoice, you may be subject to late payment charges.

Add the following to the end of this section:

You are responsible for all banking charges (including, but not limited to, LC charges, commissions, stamps, and extensions) incurred within and outside of Turkey.

IBM Agreement for Third Party Program Access

[insert IBM company name here] ("IBM") has licensed the programs identified in Section 6 below (called "IBM Programs") to Customer under the terms of the IBM agreement(s), specified in Section 6 below, in effect between IBM and Customer, (called "IBM Licensing Agreement(s)"). IBM's and Customer's rights and obligations pertaining to these Programs remain in effect.

Customer has entered into an agreement with Supplier under which Supplier will provide information technology services requiring Supplier to have access to and authorization to use the IBM Programs.

Customer has agreed to ensure that anyone using the IBM Programs does so only for Customer's authorized use and complies with IBM's terms regarding the IBM Programs as stated in the IBM Licensing Agreement(s).

This Agreement for Third Party Program Access ("Agreement") becomes effective on the date signed and accepted by IBM.

This Agreement and the IBM Licensing Agreement(s) are the complete agreement and replace any prior oral or written communications among the parties regarding this relationship. By signing below, each of the parties named below agrees to the terms of this Agreement.

Agreed to: *(Customer name)*

Accepted by:

[insert IBM company name here]

By _____
Customer Authorized signature

By _____
IBM Authorized signature

Name (type or print):

Name (type or print):

Date:

Date:

IBM address:

IBM Customer number:

Customer address:

Agreed to: _____
Supplier Name

By _____
Supplier Authorized signature

Name (type or print):

Date:

IBM Customer number:

Supplier address:

After signing, please return a copy of this Agreement to the "IBM address" shown above.

1. IBM Program Use Details

IBM will allow the IBM Programs to be relocated from Customer's location to Supplier's location. The IBM Programs may be used at either Customer's or Supplier's locations or both, until Supplier has completed the relocation for a period not to exceed ____ days without IBM's approval in writing. Supplier's authorizations to use IBM Programs are those of Customer and not additional authorizations.

Supplier's Responsibilities

1. Supplier agrees to comply with IBM's terms regarding the IBM Programs as stated in the IBM Licensing Agreement(s).
2. For each IBM Program, Supplier is authorized to use the IBM Program as set out in the IBM Licensing Agreement(s) with the following exceptions:
Supplier agrees to
 - (a) use each IBM Program for the purpose of providing information technology services solely for Customer and not for the use or benefit of any person or entity other than Customer;
 - (b) to notify Customer and IBM prior to making the following changes:
 - (i) Changes in the operating environment which impact the amount of the license charge for the IBM Program (for example, an increase in the number of users of an IBM Program for which charges are based on number of users);
 - (ii) Changes in the machine type/model or serial number or both, if , under the IBM Licensing Agreement(s), Customer is required to identify the machine on which the IBM Program is running by type/model and serial number;
 - (iii) Changes in the machine capacity resulting from the use of temporary capacity; and
 - (c) return to Customer or destroy each IBM Program and all copies upon expiration or termination of this Agreement.

Customer's Responsibilities

1. Customer agrees to
 - (a) acquire sufficient additional authorizations if Supplier makes changes in the operating environment which impact the amount of the license charge for the IBM Program described in 1.2.(b) above.
 - (b) pay all charges for requested software maintenance for the IBM Programs that are provided by IBM, subject to the applicable IBM Licensing Agreement(s).
2. During the period this Agreement remains in effect, and for two years thereafter, IBM has the right to verify Supplier's compliance with this Agreement on Supplier's premises during Supplier's normal business hours and in a manner that minimizes disruption to Supplier's business. IBM may use an independent auditor for this with Supplier's prior approval, which Supplier will not unreasonably withhold.

2. Charges

1. Customer remains responsible for all changes to the IBM Programs' charges resulting from actions taken by Supplier (for example, a machine charge that results in an increase in machine capacity).
2. Customer is exclusively responsible for any duty, tax, levy, or fee arising from the transfer to, or the access or use of IBM Programs by, a Supplier.

3. Liability

1. In addition to damages for which Customer is liable under law and the terms of this Agreement, Customer will indemnify IBM for claims arising out of or related to Supplier's breach of this Agreement.
2. Circumstances may arise where, because of a default on IBM's part or other liability, Supplier is entitled to recover damages from IBM. For all instances, regardless of the basis on which Supplier is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM is liable, in the aggregate, for no more than the amount of actual direct damages up to the amount of \$2,000.00. IBM will have no liability for any claim, in any form, related in any way to this Agreement including any claim for consequential damages (including lost profits or savings) or incidental damages, even if IBM is informed of their possibility. IBM will not be liable for loss of, or damage to, Customer's or Supplier's records or data. IBM will not be liable for any third party claim. IBM's liability to Customer is solely as permitted under the IBM Licensing Agreement(s).

4. Ending this Agreement

1. This Agreement expires when the agreement between Customer and Supplier for information technology services expires, is terminated, or no longer requires Supplier to have access to the IBM Programs. In such case, Customer will notify IBM in writing.
2. This Agreement will terminate for each IBM Program upon the termination of Customer's license for that IBM Program.

3. If Supplier does not meet its obligations regarding the IBM Programs, Customer or IBM may terminate this Agreement at any time on written notice to the other parties followed by reasonable time, not to exceed 30 days, for Supplier to comply.
4. Any terms which by their nature extend beyond the expiration or termination of this Agreement remain in effect until fulfilled, and apply to respective successors and assignees.

5. General

1. Customer and Supplier agree not to assign or otherwise transfer this Agreement or their rights under it, or delegate their obligations without the prior written consent of IBM. Any attempt to do so is void.
2. None of the parties to this Agreement grants any other party the right to use its trademarks, trade names, or other designations in any promotion or publication.
3. All information exchanged under this Agreement is nonconfidential. If any of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.
4. For a change to this Agreement to be valid, it must be in writing and signed by all the parties.
5. Each of the parties to this Agreement is free to enter into similar agreements with others.
6. None of the parties to this Agreement will bring a legal action arising out of or related to this Agreement more than two years after the cause of action arose.
7. Each of the parties grants the others only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
8. Each of the parties may communicate with the others by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
9. Customer and Supplier agree that this Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against them.
10. Customer and Supplier agree that they are responsible for the results obtained from the use of the IBM Programs.
11. Customer and Supplier agree to comply with all applicable export and import laws and regulations.
12. The rights, duties, and obligations of each of the parties set out in this Agreement are valid only in *[insert name of country]*, except that all licenses are valid as specifically granted.
13. Customer, Supplier, and IBM consent to the application of the laws of *[insert name of applicable country, state, province, or territory]* to govern, interpret, and enforce all of Customer's, Supplier's and IBM's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.
14. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

6. IBM Programs Subject to this Agreement

*****Passport Advantage requirements are in Red *****

Program Number/Part Number	Program Name/Product Name	Authorized Use Quantity	IBM Licensing Agreement / NA	Machine* N/A

******PA Agreement # goes in the blank below ******

*Indicate Machine type/Model/Serial Number only if identification is required by the IBM Licensing Agreement

The IBM Agreement designated by "IPPA" in Section 6 is, collectively: the IBM International Passport Advantage Agreement, agreement number _____, and the IBM International Program License Agreement ("IPLA").

International Passport Advantage Agreement

Attachment for Fixed Term Use

The terms of this Attachment for Fixed Term Use (“Attachment”) and the governing Terms of Use for each Fixed Term Use offering are in addition to those of the IBM International Passport Advantage Agreement or IBM International Passport Advantage Express Agreement as applicable (“Agreement”), and govern the transaction when IBM provides access to and use of software functionality to you as a Service. For orders subject to the IBM International Passport Advantage Agreement, the Customer Originating Company and each of the participating Enterprise Companies accepts the terms of this Attachment without modification by signing below. For users ordering under the IBM International Passport Advantage Express Agreement, once you have signed this Attachment, it is valid for all orders you enter under the terms of the Attachment unless terminated by either party.

1. Definitions

Content – information, software, and data that you provide, including, without limitation, any hypertext markup language files, scripts, programs, recordings, sound, music, graphics, images, applets or servlets that you or your Users create, install, upload or transfer in connection with your use of the Service.

Software – Programs, enabling code, client software and plug-ins, and all associated documentation provided to you by IBM to facilitate access to and use of the Service. Your use of underlying Software is solely for the purpose of accessing and using the Service. If Software is to be licensed, it will be under a separate agreement, e.g. the International Program License Agreement.

Service – access to Software and infrastructure over the Internet, and technical support as described in Section 3, that is governed by this Attachment. Service includes your right to (i) access Software (in object code and executable code format only), and (ii) use such Software solely for the purpose of accessing and using the Service. The Service is governed by the Terms of Use.

Term – period specified in the PoE as the “Software Subscription and Support Coverage Dates”. The Term begins on the date that your order is accepted by IBM; on the calendar day following the expiration of a prior Term; or on the calendar day following the Anniversary Date, as applicable.

Terms of Use – sets forth the terms under which IBM will provide you with access to and use of the Service, i.e. the “Fixed Term Use” offering. The Terms of Use combine with the Agreement and Attachment to govern your use of the Service (the “Fixed Term Use” offering) and can be found by following the “Terms of Use” link at the bottom of the web Site associated with the Service.

Users – entities or individuals that access or use the Service.

2. Ownership

IBM and its suppliers own the Service and the underlying Software. You agree that title to, ownership of and all rights in and to patents, copyrights, trademarks, and all other intellectual property rights in the Service, and any copy or part of the Service will remain with IBM and its suppliers. IBM may subcontract the Service, or any part thereof, including technical support, to subcontractors selected by IBM.

3. Technical Support

a. IBM may provide the following technical support during the Term:

- (1) assistance for your routine, short duration usage (how-to) questions. Technical support is available only for the currently supported versions of the Service, client operating systems, Internet browsers, and Software.
- (2) assistance for code, defect, Service delivery and performance related questions. Technical support is available during the normal business hours (published prime shift hours) of the IBM Software as a Service (“SaaS”) support center. Consult the Terms of Use for details applicable to the Service.

4. Automatic Renewal of Fixed Term Use

The terms of the first two paragraphs of Automatic Annual Renewal of Software Subscription and Support and Selected Support (Software Subscription and Support may also be referred to as Software Maintenance) of the Agreement, including any applicable Country-unique Terms, apply to this section

except that for purposes of this section the words “software subscription and support” or “Selected Support” are replaced by the words “Fixed Term Use”.

YOU MAY TERMINATE THE SERVICE AT ANY TIME AFTER THE FIRST ANNIVERSARY ON ONE MONTH’S WRITTEN NOTICE, EITHER DIRECTLY TO IBM OR THROUGH YOUR IBM RESELLER, AS APPLICABLE, IF IBM HAS NOT RECEIVED YOUR WRITTEN AUTHORIZATION (e.g. order form, order letter, purchase order) TO RENEW YOUR EXPIRING FIXED TERM USE. IN SUCH EVENT, YOU MAY OBTAIN A PRORATED REFUND.

4.1 Anniversary Coordination

For Passport Advantage customers entering into this agreement for Terms of six months or more, initial or subsequent Terms entered into on a date other than the Anniversary may be renewed at the next Anniversary for an additional period, at a pro-rated renewal charge, in order to extend the Term to the following Anniversary. For customers acquiring this offering under the terms of Passport Advantage Express, this section does not apply.

5. Content

You are solely responsible for:

- a. all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support, including any rights, licenses and/or consents necessary for IBM to perform its obligations under this Attachment;
- b. all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content; and
- c. the selection of controls on the access to and use of Content.

6. Service Subscription Changes

You may increase but may not decrease your level of Service subscription during the Term. You may decrease your level of Service subscription by ordering a lower level for a subsequent Term.

7. Indemnification by You

- a. You agree to defend, indemnify, and hold harmless IBM and its Affiliates and their officers, directors, employees, consultants, agents, and suppliers from and against any and all third party claims, liabilities, damages, and/or costs (including, but not limited to, fees, costs and other expenses of attorneys and expert witnesses) arising out of or related to:
 - (1) your use of the Service or underlying Software;
 - (2) any violation of this Attachment or applicable law by you; or
 - (3) actual or alleged infringement by you, or any person accessing the Service using your password or access key, of any intellectual property or privacy or other right of any third party; or
 - (4) any unauthorized use of the Service or underlying Software.
- b. For indemnification under this Section 7, IBM will:
 - (1) promptly notify you in writing of the claim; and
 - (2) allow you to control, and will cooperate with you in, the defense and any related settlement negotiations.

8. Representations and Warranties

- a. You represent and warrant that your use of the Service and all Content will comply with the Acceptable Use Policy.
- b. IBM represents and warrants that it provides the Service using reasonable care and skill. IBM does not warrant uninterrupted or error-free operation of any Service or that IBM will correct all defects.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM

STATE TO STATE OR JURISDICTION TO JURISDICTION. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9. Data Protection

You authorize International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use your business contact information, including names, phone numbers, and e-mail addresses, wherever they do business, in connection with IBM Programs and Services or in furtherance of IBM's business relationship with customers.

10. Termination

Either of us may terminate this Attachment if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply. Notwithstanding anything to the contrary in this Attachment, if IBM terminates your access to the Service due to your breach of any of the applicable terms of the Agreement or this Attachment, IBM is not obligated to issue a refund or credit for any unused portion of the Service. IBM may withdraw the Service in its entirety on 12 months' written notice to all then current Users by letter or e-mail. Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

The complete agreement between the parties consists of the Agreement, this Attachment for Fixed Term Use and the applicable Terms of Use. If there is a conflict among the terms of this Attachment for Fixed Term Use and the Terms of Use, the Terms of Use prevail. In entering into this agreement, neither party is relying on any representation not specified in this agreement, including without limitation any representations concerning: i) performance or function of the Service, other than as expressly warranted in Section 8, ii) the experiences or recommendations of other parties; or iii) results or savings you may achieve.

Agreed to:
{Customer Legal Name}

Agreed to:
<IBM Legal Entity>

By _____
Customer Authorized signature

By _____
Authorized signature

Name (type or print):

Name (type or print)

Date:

Date:

Agreement number / Site number:

Customer number:

Customer address: _____

IBM International Passport Advantage Agreement Special Terms Addendum

International Business Machines Corporation ("IBM") and the Commonwealth of Pennsylvania ("you") enter into this Software Special Terms Addendum ("Addendum") to the International Passport Advantage Agreement referenced below ("IPAA") as of _____. ("Start Date").

IBM International Passport Advantage Agreement Number(s): _____
Name of PA Agency _____ IBM Corporation
Harrisburg, PA _____ 2020 Technology Parkway
Contact Name: _____ Mechanicsburg, PA 17050
Contact Name: _____

1. Eligible Program is – see below.

Customer agrees to the following definition of Non-Production license and, therefore, associated usage limitation:

Non-production licenses are those licenses used for replicating the runtime architecture of the real solution to be deployed for the purposes of staging for QA and performance tuning, fault diagnosis, benchmarking and problem solving. This would include all forms of *Test and Development* activities related to 'System' and 'Unit' testing. IBM reserves the right to audit contract compliance.

You may deploy the Eligible Program(s) listed in this Section 1, as permitted by the IPAA and the International Program License Agreement ("IPLA"), up to the maximum level of use authorizations (quantities) specified herein, also subject to the terms in this Section 1:

Part Number	Description	Quantity
_____	_____	____PVUs

2. Charges

You will pay for the Eligible Programs at the price determined by the Reseller. If your actual deployment of any of the Eligible Programs listed in Section 1 exceeds the maximum level of use authorizations (quantities) listed in Section 1, you will pay separately for such excess, as IBM or your Reseller specifies in an invoice. IBM is not responsible for the Reseller's actions or for any other terms, conditions, products or services the Reseller may provide to you.

3. General

The terms of this Addendum, the IPLA and the IPAA constitute the complete agreement between us regarding this subject matter, and replace any oral and/or prior written communications between us regarding this subject matter. Your use of the Eligible Programs described in Section 1 is subject to the terms of the IPAA as if you were acquiring the licenses for such Eligible Programs separately at the most beneficial price for which you qualify. If there is a conflict between the terms of this Addendum and the terms of the IPAA or the terms of the IPLA, the terms of this Addendum shall prevail. This Addendum may not be combined with any allowance, discount, or other offering available for these Eligible Programs. This Addendum is confidential and you agree not to disclose the terms of this Addendum to any third party without IBM's prior written consent, except as required by law. Issuance of a purchase order by You for the software in Section 1 at the discounted price quoted by the Reseller constitutes acceptance of the terms of this Addendum.

International Passport Advantage Agreement

Attachment for Sub-Capacity Licensing Terms

The terms of this Attachment for Sub-Capacity Terms (“Attachment”) are in addition to those of the IBM International Passport Advantage Agreement or IBM International Passport Advantage Express Agreement, as applicable, (“Agreement”) and govern the transaction when you obtain “Eligible Sub-Capacity Products” from IBM or a reseller for use on an “Eligible Virtualization Environment.” For IBM Passport Advantage transactions, the Customer Originating Company accepts the terms of this Attachment without modification by submitting an IBM International Passport Advantage Enrollment Form to IBM or the reseller(s) from whom they have chosen to obtain Eligible Sub-Capacity Products (“your reseller(s)”), as applicable. For Passport Advantage Express transactions, you accept these terms by obtaining the Eligible Sub-Capacity Product(s) from IBM or a reseller.

1. Definitions

Audit Report Period – The period that begins on the first day in a calendar quarter and ends on the last day in the calendar quarter. Alternatively, if your fiscal year is different from the calendar year, you may choose to begin the period on the first day in your fiscal quarter and end on the last day in your fiscal quarter. This period may also be monthly or weekly depending on your requirements.

Audit Reports – A set of reports available in the IBM License Metric Tool (“ILMT”), or by another method acceptable to IBM as specified at

<http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>, These reports provide the Processor Value Unit (“PVU”) license requirements based on the Virtualization Capacity available to the Eligible Sub-Capacity Product.

Eligible Sub-Capacity Product – A Product for which Sub-Capacity Licensing is available. See listing at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .

Eligible Virtualization Environment – A server or a group of servers cooperating as a single computing entity that contain an Eligible Processor Technology, an Eligible Operating System Technology, and an Eligible Virtualization Technology;

- **Eligible Operating System Technology** – An operating system for which Sub-Capacity Licensing is available. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .
- **Eligible Processor Technology** – A processor technology for which Sub-Capacity Licensing is available. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .
- **Eligible Virtualization Technology** – A virtualization technology for which Sub-Capacity Licensing is available. An Eligible Virtualization Technology is capable of restricting processor capacity to a subset of the total physical capacity, sometimes referred to as partition, LPAR, or virtual machine. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>

Full Capacity – The total number of physical processor cores activated and available for use by the Eligible Sub-Capacity Product(s) on a server.

Processor Chip – Electronic circuitry containing one or more Processor Cores that plugs into a Processor Socket.

Processor Core(s) – A physical functional unit within a computing device that interprets and executes program instructions and consists of at least one instruction control unit and one or more arithmetic and logic units. A multi-core technology allows two or more Processor Cores to be active on a single Processor Chip. A System z Integrated Facility for Linux (IFL) engine is considered a single Processor Core.

Processor Socket – Electronic circuitry that accepts a Processor Chip.

Processor Value Unit(s) – A metric used by IBM to assign a value to a Processor Core. The Processor Value Unit licensing model is described at:

http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html .

Service Provider – an entity that provides IT Services for end user customers, either directly or through a reseller.

Sub-Capacity Licensing – Licensing of Eligible Sub-Capacity Products based on Virtualization Capacity.

Virtualization Capacity – the highest peak processor capacity available to an Eligible Sub-Capacity Product when deployed on an Eligible Virtualization Environment. Rules for calculating the Virtualization Capacity for each Eligible Virtualization Environment can be found at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> .

2. Authorizations

- a. A Proof of Entitlement (PoE) must be acquired for the total number of PVUs associated with the Virtualization Capacity available to an Eligible Sub-Capacity Product.
- b. Prior to an increase in an Eligible Sub-Capacity Product's Virtualization Capacity, you must first acquire additional authorizations, including Software Subscription and Support, if applicable.
- c. IBM does not give credits or refunds for charges already due or paid if an Eligible Product's use falls below the authorized level of use.

3. IBM's Responsibilities

IBM will make available and authorize you to use:

- a. the ILMT at no charge, when ordered by you or your IBM Reseller. IBM provides the ILMT to you for your compliance with these Sub-Capacity Licensing terms; and
- b. the Information Center included with the ILMT to aid your compliance with these Sub-Capacity Licensing terms.

You may make copies of the ILMT and Information Center for your compliance with these Sub-Capacity Licensing terms.

4. Your Responsibilities under Sub-Capacity Licensing Terms

You agree to:

- a. install and configure the most current version of ILMT in accordance with the ILMT Information Center, within 90 days of your first Eligible Sub-Capacity Product deployment on an Eligible Virtualization Environment, to enable you to collect Virtualization Capacity data by Eligible Sub-Capacity Product and generate Audit Reports in accordance with these Sub-Capacity Licensing terms. Exceptions to this requirement are:
 - (1) when ILMT does not yet provide support for the Eligible Virtualization Environment
 - (2) if your Enterprise has fewer than 1,000 employees and contractors, you are not a Service Provider, and you have not contracted with a Service Provider to manage your Eligible Virtualization Environment
 - (3) if the total physical capacity of your Enterprise servers with an Eligible Virtualization Environment, measured on a Full Capacity basis, but licensed using sub-capacity terms is less than 1,000 PVUs.
 - (4) when your servers with Eligible Sub-Capacity Products are licensed to the Full Capacity of the servers

For these exceptions, use of ILMT, while recommended, is not required for Sub-Capacity Licensing. In lieu of ILMT, you are required to manually manage and track your Eligible Virtualization Environment, and manually prepare Audit Reports documenting the Virtualization Capacity by Eligible Sub-Capacity Product for your Eligible Virtualization Environment during each calendar or fiscal quarter. These Audit Reports must contain the information listed in the example Audit Report available at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html> . These Audit Reports must be prepared as frequently as is required to maintain a history of increases to Virtualization Capacity, but not less often than once per quarter, and must be maintained for at least two years to demonstrate ongoing compliance with these Sub-Capacity Licensing terms;

- b. promptly install new versions, releases, modifications, or code corrections ("fixes") of the ILMT that IBM makes available. You will need to subscribe to Tivoli Support notifications via <http://www.ibm.com/support/mynotifications> in order to be notified when these become available;
- c. generate, using ILMT or manually, Audit Reports at least each calendar or fiscal quarter and retain for a period of not less than two years the Audit Reports and make these reports available to IBM

upon notice as specified in Section 5. Failure to generate Audit Reports or make Audit Reports available to IBM will result in charging for Eligible Sub-Capacity Products under Full Capacity terms;

- d. assign a person in your organization with authority to manage and promptly resolve any questions on Audit Reports or inconsistencies between Audit Report contents, license entitlement, or ILMT configuration;
- e. promptly place an order with IBM or your IBM reseller if Audit Reports reflect Eligible Sub-Capacity Product use in excess of your authorized level. Software Subscription and Support coverage will be determined to begin at the time you exceeded your authorized level.

5. Compliance Verification

Upon reasonable notice, IBM may verify your compliance with this Attachment at all Passport Advantage site(s) and for all Eligible Virtualization Environments in which you use or install Eligible Sub-Capacity Products subject to the terms of this Attachment for any purpose. Such verification will be conducted in a manner that minimizes disruption to your business and may be conducted on your premises, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

You agree to create, retain, and provide to IBM and its auditors written records, system tool outputs, PoEs, and other system information sufficient to provide auditable verification to IBM that your installation and use of Eligible Sub-Capacity Products is in compliance with the terms of this Attachment, including, without limitation, all of IBM's applicable licensing and pricing qualification terms.

IBM will notify you in writing if any such verification indicates that you have used Eligible Sub-Capacity Products in excess of their authorized level of use or you are not otherwise not in compliance with this Attachment. You agree to promptly pay directly to IBM i) the charges as IBM specifies in an invoice for any additional licenses equal to the quantity used in excess of authorized level of use and applicable Subscription and Support offerings, as applicable, for such licenses for the lesser of the time that such licenses have been used or two years, and ii) any additional charges and other liabilities determined as a result of such verification

The rights and obligations set forth in this section remain in effect during the period the Eligible Sub-Capacity Product is licensed to you and for two years thereafter.

6. Additional Terms

Product deployments that are not able to meet these Sub-Capacity Licensing requirements must be licensed using Full Capacity terms.

International Agreement for Acquisition of Software Subscription and Support



Part 1- General Terms

This IBM International Agreement for Acquisition of Software Subscription and Support (called the "Agreement") governs Customer's acquisition of IBM software subscription and support ("Software Subscription and Support"), which may also be referred to as subscription and support ("S&S") in connection with IBM System z Programs. Software Subscription and Support is provided only for those Eligible Programs licensed by Customer within its Enterprise. Acquisition of Software Subscription and Support in quantities greater than the number for which Customer is licensed does not create or imply any greater license authorization. An "Enterprise" in this Agreement is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. "Eligible Programs" are described below.

IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote and market Software Subscription and Support offerings. When Customer orders Software Subscription and Support marketed to Customer by IBM Business Partners, IBM will provide Software Subscription and Support to Customer under the terms of this Agreement. IBM is not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to Customer or 3) any products or services that they supply to Customer under their agreements. In the event that Customer's IBM Business Partner is no longer able to market Software Subscription and Support, for any reason, Customer may continue to receive Software Subscription and Support under the terms of this Agreement by instructing IBM to transfer administration of Software Subscription and Support to either 1) another IBM Business Partner of Customer's choice (who may require Customer to first execute one of their agreements) who is approved to market Software Subscription and Support to Customer, or 2) IBM.

Section 3 of the Agreement contains terms that are specific to a particular hardware platform. The terms in the remaining sections are in addition to those in section 3, and apply to all platforms.

The terms of the sections of the International Program License Agreement ("IPLA") entitled "Limitation of Liability," "General," and "Governing Law, Jurisdiction, and Arbitration," including any associated applicable Country-unique Terms, are also part of this Agreement and are incorporated by reference into this Agreement with the following changes:

- a. The term "Program" is replaced by the term "Software Subscription and Support."
- b. The statement, "All of our rights, duties, and obligations are subject to the courts of the country in which Customer acquired the Program license" is replaced by the statement, "The rights, duties, and obligations of each of us are valid only in the country in which Software Subscription and Support is acquired or, if IBM agrees, the country where Software Subscription and Support is used; and
- c. The phrase "the laws of the country in which Customer acquired the Program license" in the Governing Law subsection is replaced by "the laws of the country in which Software Subscription and Support is provided."

A copy of the IPLA in its entirety, either in a booklet or on a CD, is provided with IBM Programs licensed under the IPLA. It is also available from IBM or its resellers and on the Internet at www.ibm.com/software/sla.

Capitalized terms used but not defined in this Agreement have the same meaning as given to them in the IPLA.

1. Eligible Programs

Eligible Programs are listed on a "quote" form that IBM provides to Customer.

2. Software Subscription and Support Period

The Software Subscription and Support Period is one year, or the period IBM specifies in the PoE, or other document that IBM provides to Customer, beginning on the date of acquisition and ending on the same day of the corresponding month of the following year. If Customer terminates Software Subscription and Support, IBM does not issue a credit or refund for the unused Software Subscription and Support Period.

3. Software Subscription and Support

- a. For Programs running in a System z environment or equivalent:

(1) **Subscription and Support:** During the Software Subscription and Support Period, for the unmodified portion of a Program, and to the extent problems can be recreated in the specified operating environment, S&S is composed of the following:

- (a) Code Corrections: code to correct reported, substantial deviations from the Program's then applicable specifications;
- (b) Fixes: existing Code Corrections, restrictions or known bypasses for reported problems;
- (c) Program Updates: periodic releases of collections of Code Corrections, Fixes, functional enhancements and new versions and releases to the Program and documentation.
- (d) Technical Assistance: a reasonable amount of remote assistance via telephone or electronically to address suspected Program defects. Technical assistance is available from Customer's IBM support center in their geography. Additional details regarding Technical Assistance, including IBM contact information (see Appendix C: Contact Information), are provided in the Software Support Handbook at www14.software.ibm.com/webapp/set2/sas/f/handbook/home.html

S&S does not include assistance for 1) the design and development of applications, 2) Customer's use of Programs in other than their specified operating environment or 3) failures caused by products for which IBM is not responsible under this Agreement.

b. For Programs running on IBM distributed platforms (e.g., IBM Power Systems), IBM System i, IBM System p, or IBM System x or equivalent:

(1) **Software Subscription and Support:** During the Software Subscription and Support Period:

- (a) IBM makes available to Customer the most current commercially available version, release, or update to all of the Programs for which Customer acquires Software Subscription and Support under this Agreement, should any be made available. Customer's right to upgrade to a new version, release or update under this subsection may only be exercised during the Software Maintenance Period and expires at the end of the Period if Software Maintenance is not renewed.
- (b) IBM provides Customer technical assistance for Customer's 1) routine, short duration installation and usage (how-to) questions; and 2) code-related questions.
- (c) IBM provides technical assistance via telephone and, if available, electronic access, to only Customer's information systems (IS) technical support personnel during the normal business hours (IBM published prime shift hours) of Customer's IBM support center in their geography. This assistance is not available to Customer's end users. Additional details regarding assistance are provided in the IBM Software Support Handbook at www14.software.ibm.com/webapp/set2/sas/f/handbook/home.html.

Software Subscription and Support does not include assistance for 1) the design and development of applications, 2) Customer's use of Programs in other than their specified operating environment or 3) failures caused by products for which IBM is not responsible under this Agreement.

4. **Software Subscription and Support Renewal**

IBM, at its option, may renew expiring Software Subscription and Support under the Agreement terms and charges in effect on that date, subject to applicable law. Subsequent Software Subscription and Support Periods begin on the day following the end of the preceding Software Subscription and Support Period.

5. **Charges and Payment**

If Customer returns an Eligible Program for credit or refund as allowed under its license terms, IBM or Customer's IBM Business Partner will terminate and credit or refund any charges paid for, Software Subscription and Support ordered with the Program. IBM does not give credits or refunds for Software Subscription and Support without return of the associated Eligible Program.

a. Software Subscription and Support acquired from an IBM Business Partner

When Customer acquires Software Subscription and Support from an IBM Business Partner, the IBM Business Partner sets the charges and the terms governing charges. Customer will pay Customer's IBM Business Partner directly.

- b. Software Subscription and Support acquired directly from IBM
 - (1) Charges for Software Subscription and Support during each Software Subscription and Support Period, called the Software Subscription and Support Charge, are invoiced in advance.
 - (2) The Software Subscription and Support Charge may vary, depending on, for example, the machine (type/model), the Program or group of Programs, or level of use of the Program.
 - (3) IBM may increase the Software Subscription and Support Charge without notice. An increase will not apply to Customer if IBM receives Customer's order for Software Subscription and Support before the effective date of the increase and within three months of receipt by IBM of Customer's order IBM makes Software Subscription and Support available to Customer. Customer receives the benefit of a decrease in the Software Subscription and Support Charge for amounts which become due on or after the effective date of the decrease.
 - (4) Amounts are due and payable upon receipt of invoice. Customer agrees to pay accordingly, including any late payment fee.
 - (5) If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon Software Subscription and Support IBM supplies under this Agreement, then Customer agrees to pay that amount as specified in the invoice, unless Customer supplies exemption documentation.

6. Software Subscription and Support Transferability

Customer may transfer Software Subscription and Support only to an entity that is within Customer's Enterprise and located within the country in which Software Subscription and Support is acquired, provided that (1) the applicable Program is transferable and is transferred in accordance with its license terms and (2) the entity receiving the Program agrees to the terms of this Agreement. When Customer transfers the Program, Customer must also transfer a printed copy of this Agreement for the entity to receive Software Subscription and Support.

7. Customer's Responsibilities

Customer agrees that when Customer acquires Software Subscription and Support for a Program:

- a. Customer will acquire Software Subscription and Support at the same level of use as that at which the Program it is authorized. Partial coverage for a particular Program is not offered;
- b. Customer is responsible for the results obtained from the use of the Software Subscription and Support;
- c. Customer will, at IBM's request, allow IBM to remotely access Customer's system to assist Customer in isolating the software problem cause;
- d. Customer remains responsible for adequately protecting Customer's system and all data contained in it whenever IBM remotely accesses it with Customer's permission to assist Customer in isolating the software problem cause;
- e. Customer will provide sufficient, free, and safe access to Customer's facilities for IBM to fulfill its obligations; and
- f. except as permitted by Section 6. Software Subscription and Support Transferability above, Customer will not assign, or otherwise transfer, this Agreement or Customer's rights under this Agreement, or delegate Customer's obligations, without IBM's prior written consent. Any attempt to do so is void. The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. IBM is also permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.

8. Compliance Verification

Upon reasonable notice, IBM may verify Customer's compliance with this Agreement at all sites and for all environments in which Customer uses or installs Eligible Programs. Such verification will be conducted during Customer's normal business hours and in a manner that minimizes disruption to Customer's business. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

As reasonably necessary to verify Customer's use and installation of Eligible Programs and Customer's compliance with the terms of this Agreement and IBM's applicable licensing and pricing terms, Customer agrees to: (1) create, retain and provide to IBM and its auditors written and other records, system tools outputs, and other electronic or hard copy system information, (including, without limitation, system configurations on which the Eligible Programs operate, necessary to demonstrate Customer's use and deployment of Eligible Programs; and (2) provide IBM and its auditors with access to the machines on which the Eligible Programs are installed or permit IBM and its auditors to be present and observe while Customer accesses such machines to provide such records, outputs and other system information. IBM will notify Customer in writing if any such audit indicates Customer is not in compliance with the terms of this Agreement.

Customer agrees to promptly pay any additional charges (including charges for Software Subscription and Support or S&S) and other liabilities Customer becomes obligated to pay based on Customer's use or deployment of Eligible Programs or Customer's failure to comply with this Agreement or applicable licensing and pricing terms, including, without limitation, any such failure identified through IBM's exercise of its verification rights under this Agreement.

The rights and obligations set forth in this section 8 of the Agreement remain in effect during the term of this Agreement and for two years thereafter.

9. Warranty for Software Subscription and Support

IBM warrants that Software Subscription and Support will be provided using reasonable care and skill.

The warranties will be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, or failure caused by a product for which IBM is not responsible.

THESE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER EXPRESS WARRANTIES OR CONDITIONS EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION. IBM DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not warrant uninterrupted or error-free provision of Software Subscription and Support or that IBM will correct all defects.

10. Changes to Agreement Terms

IBM may change the terms of this Agreement by giving Customer three months' prior written notice by letter or e-mail, either directly to Customer or through Customer's IBM Business Partner. These changes are not retroactive and apply, as of the effective date IBM specifies in the notice, only to new orders and renewals.

Otherwise, for a change to be valid, both of us must sign it.

11. Termination and Withdrawal

Either of us may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

IBM may withdraw Software Subscription and Support for a Program by publishing a notice of withdrawal not less than 12 months prior to its effective date. If IBM withdraws Software Subscription and Support for which Customer has prepaid and IBM has not yet fully provided it to Customer, at its sole discretion IBM will either continue to provide Software Subscription and Support to Customer until the end of the current Software Subscription and Support Period or give Customer a prorated refund. Acquisition of Software Subscription and Support does not extend the period for which a Program is supported.

Notwithstanding anything to the contrary in this Agreement, if IBM terminates Customer's license for an Eligible Program due to Customer's breach of any of its terms, IBM may also concurrently terminate Software Subscription and Support for that Program. In this instance, IBM is not obligated to issue a refund or credit for any unused portion of Software Subscription and Support.

IBM may withdraw the Software Subscription and Support offering in its entirety on 12 months' written notice to all then current Software Subscription and Support customers by letter or e-mail.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

12. Additional Terms

- a. Customer authorizes International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use Customer's business contact information wherever they do business, in connection with IBM Products and Services or in furtherance of IBM's business relationship with Customer.
- b. To assist Customer in isolating the cause of a software problem, IBM may request that Customer (1) allow IBM to remotely access Customer's system or (2) send customer information or system data to IBM. IBM uses information about errors and problems only to improve its Products and services and assist with its provision of Software Subscription and Support. IBM may use subcontractors and IBM Enterprise entities in other countries for these purposes, and Customer authorizes IBM to do so.

Customer remains responsible for (i) any data and the content of any database Customer makes available to IBM, (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and (iii) backup and recovery of the database and any stored data. Customer will not send or provide to IBM access to personal information and will be responsible for any reasonable costs and other amounts that IBM may incur relating to any such information mistakenly provided to IBM or to the loss or disclosure of such information by IBM, including those arising out of any third party claims.

- c. All information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement;
- d. Each may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity;
- e. Each of us will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;

This Agreement is the complete agreement regarding Customer's acquisition of Software Subscription and Support, and replaces any prior oral or written communications between Customer and IBM concerning Software Subscription and Support. In entering into this Agreement, neither party is relying on any representation that is not specified in this Agreement including without limitation any representations concerning: 1) performance or function of any Product or system, other than as expressly warranted in Section 9 above; 2) the experiences or recommendations of other parties; or 3) results or savings Customer may achieve. Additional or different terms in any written communication from Customer (such as a purchase order) are void. Customer accepts the terms of this Agreement without modification by any one of the following means: to the extent permissible under applicable law, by ordering, using, or making payment for Software Subscription and Support or, where required by law, signing a transaction document. Software Subscription and Support becomes subject to this Agreement when IBM or Customer's IBM Business Partner accepts Customer's order or payment. Once in effect, 1) unless prohibited by applicable local law or specified otherwise, any reproduction of this Agreement made by reliable means (for example, photocopy, electronic scan or facsimile) is considered an original and 2) Software Subscription and Support Customer orders under this Agreement is subject to it.



International Agreement for Acquisition of Software Subscription and Support



Part 2- Country-unique Terms

AMERICAS

The following terms apply to all Americas countries (except Brazil, Canada and the United States) unless a specific country term states otherwise:

5. Charges and Payment

In subsection, b. Software Subscription and Support acquired directly from IBM, the following replaces item (4):

Amounts are due upon receipt of invoice and payable as IBM specifies in a transaction document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

- (a) As long as the country operates in a free currency exchange market, Customer and IBM agree that IBM will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in a transaction document on the date payment is made.
- (b) If the government of a country establishes any restriction or limitation on its free currency exchange markets, Customer agrees to make payments to IBM in US dollars to a bank account in New York, NY, USA, designated by IBM in the transaction document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, Customer agrees to pay the amount indicated in the transaction document in country national currency, calculated at the official exchange rate which is in use for the remittance of dividends and net earnings to foreign investors outside the country.

Customer agrees to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid.

All additional terms apply to the referenced country.

BRAZIL

5. Charges and Payment

In subsection b. Software Maintenance acquired directly from IBM the following replaces item (1):

For Eligible Programs running on IBM distributed platforms or equivalent, charges for Software Maintenance during each Software Maintenance Period, called the Software Maintenance Charge, are invoiced in advance. For Eligible Programs running on an IBM System z platform or equivalent, charges for Software Maintenance, called the Software Maintenance Charge, are invoiced monthly in advance.

In subsection b. Software Maintenance acquired directly from IBM the following replaces item (3):

IBM may increase charges for Software Maintenance provided under this Agreement. IBM's ability to increase such charges is subject to the requirements of Brazilian law.

In subsection, b. Software Subscription and Support acquired directly from IBM, the following replaces item (4):

Amounts are due upon receipt of invoice and payable in local currency as IBM specifies in a transaction document. Customer agrees to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die." The late payment fee is calculated against the resultant delinquent amount at the following rates:

- (a) if payment is made between the 31st day and the 60th day from invoice date, a two percent late payment penalty applied to the resultant delinquent amount, or

- (b) if payment is made 61 or more days from invoice date, a ten percent late payment penalty ten percent applied to the resultant delinquent amount.

The following is added to subsection b. Software Subscription and Support acquired directly from IBM as item (6)

Amounts due are expressed in local currency.

The following is added to subsection b. Software Maintenance acquired directly from IBM as item (7):

The charges for Software Maintenance acquired under this Agreement are inclusive of all applicable taxes that are IBM's responsibility on the base date established in a transaction document. The parties agree that IBM will adjust the charges accordingly should any of the following occur:

- (a) any change is made to the rate, form or base of calculation, form of payment, classification or taxes levied on the Software Maintenance or on their costs,
- (b) a new applicable tax is created,
- (c) any change is made to any other legal aspect related to the taxes applicable on the base date,
- (d) any change is made to the origin or to the delivery location for the Software Maintenance,
- (e) any change is made to the location where Services are to be provided, or
- (f) any change is made to the manner in which Services are marketed.

10. Changes to Agreement Terms

The following replaces this section in its entirety:

In order to maintain flexibility in our business relationship, the terms of this Agreement may be changed upon execution of an amendment and the changes shall apply as of the effective date specified in the amendment. They apply only to new orders, on-going transactions that do not expire, and transactions with a defined renewable contract period. For transactions with a defined renewable contract period, Customer may request that IBM defer the change effective date until the end of the current contract period.

ASIA PACIFIC

AUSTRALIA

5. Charges and Payment

The following paragraph is added after item b(5):

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

The following paragraph replaces item b(5) in its entirety:

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on the Agreement or on the Software Subscription and Support itself, that is not otherwise provided for in the amount payable, Customer agrees to pay it when IBM invoices Customer. If the rate of GST changes, IBM may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

9. Warranty for Software Subscription and Support

The following paragraph is added as the first paragraph of this section:

The warranties specified in this section are in addition to any rights Customer may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

HONG KONG S.A.R.

PART 1 and PART 2

As applies to transactions initiated and performed in Hong Kong S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Hong Kong S.A.R."

INDONESIA

11. Termination and Withdrawal

The following paragraph is added between the first and second paragraphs:

We both waive in this regard, the provision of article 1266 of the Indonesian Civil Code to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

JAPAN

11. Termination and Withdrawal

The following paragraph is added to this section:

When all or a substantial portion of either party's assets, credits or business are so changed as to make continued performance of that party's obligations impracticable or impossible, the other party may terminate this Agreement with prior notice.

MACAU S.A.R.

PART 1 and PART 2

As applies to transactions initiated and performed in Macau S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Macau S.A.R."

NEW ZEALAND

9. Warranty for Software Subscription and Support

The following paragraph is added as the first paragraph of this section:

The warranties specified in this Part are in addition to any rights Customer may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which IBM provides, if Customer requires the goods or services for the purposes of a business as defined in that Act.

TAIWAN

PART 1 and PART 2

As applies to transactions initiated and performed in Taiwan, phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Taiwan."

EUROPE, MIDDLE EAST, AFRICA (EMEA)

EUROPE

The following terms apply to all countries in Europe (meaning: (i) all EU member states; (ii) Iceland, Liechtenstein, Norway, and Switzerland; and (iii) any other country (e.g., Turkey) that has enacted local data privacy or protection legislation similar to the EU model).

12. Additional Terms

The following replaces the provisions of subsection a. in their entirety; for certain specific countries expressly listed below, further amendments also apply:

Business Contact Information means business-related contact information disclosed by Customer to IBM, including names, job titles, business addresses, telephone numbers and email addresses of Customer's employees and contractors.

Business Contact Personnel means the Customer employees and contractors to whom the Business Contact Information relates.

Data Protection Authority means: (i) the national authority established by the domestic legislation implementing EU Directive 95/46/EC in the applicable country; or (ii) in any country where no such authority has been established, the European Commission or the national authority responsible for (a) regulating the use and protection of personal data, and (b) the regulation of electronic communications involving personal data.

Data Protection & Electronic Communications Legislation means the relevant specific domestic legislation and associated regulation(s) passed in the applicable country pursuant to (a) Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and (b) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) or (in either case) any statutory replacement or modification thereof. For non-EU countries, it means the relevant specific country legislation and associated regulation(s) passed in the applicable country relating to (i) the use and protection of personal data and (ii) the regulation of electronic communications involving personal data, or (in either case) any statutory replacement or modification thereof.

IBM Group means International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors. IBM Group entities are principally providers of information technology, including hardware and software products, services, consultancy, financing services and other related activities.

- (1) Customer authorizes IBM to process and use Business Contact Information for the purpose of furthering the business relationship between Customer and IBM Group, including the marketing of products and services (the "Specified Purpose").
- (2) Customer agrees that Business Contact Information may be disclosed to, and processed and used by, IBM Group in pursuit of the Specified Purpose.
- (3) IBM agrees that all Business Contact Information will be processed in accordance with the applicable Data Protection & Electronic Communications Legislation and will be used only in accordance with the Specified Purpose.
- (4) To the extent that the Data Protection & Electronic Communications Legislation requires them, Customer represents that it has obtained (or will obtain) such consents from and has issued (or will issue) such notices to, the Business Contact Personnel as are necessary in order to enable the IBM Group to process and use the Business Contact Information to contact them, including by email, in accordance with the Specified Purpose.
- (5) Customer consents to IBM transferring Business Contact Information outside the European Economic Area, provided that any such transfer is made on contractual terms approved by the Data Protection Authority as ensuring adequate safeguards for the rights and freedoms of data subjects.

Except that

in ITALY, item (1) above is replaced with the following:

Customer authorizes IBM to process and use Business Contact Information for the purpose of furthering the business relationship between Customer and IBM Group, including the marketing of products and services (the "Specified Purpose"), on the basis of an "Informative Notice" given by IBM to Business Contact Personnel and the related obtained consent, whenever required by law.

and item (4) above is replaced with the following:

To the extent that the Data Protection & Electronic Communications Legislation requires it, Customer agrees to cooperate with IBM (as Data Controller) in sending an "Informative Notice" to Business Contact Personnel (as Data Subjects) and obtaining their consent for IBM Group to process and use the relevant Business Contact Information to contact such Personnel, including by email, in accordance with the Specified Purpose.

in TURKEY, the following phrase is deleted from item (5) above

outside the European Economic Area"

AUSTRIA

9. Warranty for Software Subscription and Support

The last sentence is replaced in its entirety by:

IBM does not warrant uninterrupted or error-free provision of Software Subscription and Support or that IBM will correct all defects.

FRANCE

5. Charges and Payment

In subsection b. Software Subscription and Support acquired directly from IBM, the following is added to the end of item (3).

If Customer disagrees with the increase, Customer may terminate the transaction by notifying IBM, in writing, within fifteen days after the date of IBM's notification to Customer of the increase.

GERMANY

5. Charges and Payment

In subsection b. Software Subscription and Support acquired directly from IBM, item (3), "three months" is replaced with "four months."

APPENDIX D
PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100012054

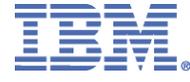
Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	International Business Machines (IBM)
Offeror Mailing Address	2020 Technology Parkway
Offeror Website	www.ibm.com
Offeror Contact Person	Stephen J. Stasko
Contact Person's Phone Number	717-610-7424
Contact Person's Facsimile Number	717-610-7424
Contact Person's E-Mail Address	sjstasko@us.ibm.com
Offeror Federal ID Number	13-0871985

Submittals Enclosed and Separately Sealed:	
<input checked="" type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	Stephen J. Stasko
Title	Client Executive

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL



2020 Technology Parkway
Mechanicsburg, PA 17050

March 12, 2010

Thomas Teprovich
Commonwealth of Pennsylvania
Department of General Services
555 Walnut Street, 6th floor
Harrisburg, PA 17101-1914

Dear Mr. Teprovich:

IBM is pleased to present this proposal in response to RFP Number 6100012054 for Software Reselling. We appreciate this opportunity to present IBM's qualifications to provide software, pre-sales assistance, documentation, license administration and related services. Our proposal is for software products to be supplied in Lots 2 through 10.

IBM's proposal is based on IBM fulfilling both roles required by the Commonwealth's RFP, including the publisher and the reseller. IBM is the direct supplier of IBM software products to the Commonwealth, as a result.

Our proposal remains valid for a period of 120 days or until a contract is executed.

The IBM team looks forward to continuing our relationship as the Commonwealth's provider for IBM Software. Please feel free to contact me at 717-610-7424 should you require any additional information or assistance.

Sincerely,

Stephen J. Stasko
Client Executive
sjstasko@us.ibm.com

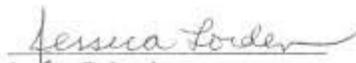
DELEGATION OF AUTHORITY

I, Jessica E. Lorden, Vice President and General Counsel, IBM North America, do hereby certify that said Vice President and General Counsel, in accordance with and pursuant to resolutions of the Board of Directors of International Business Machines Corporation ("IBM") duly adopted at a meeting duly held and called on April 25, 1994, has been duly authorized to execute and deliver in the name of and on behalf of IBM any contract or other document or instrument necessary or appropriate in the ordinary course of IBM's business, including but not limited to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements, and the like, and to delegate this authorization within the IBM organization in the United States, including Puerto Rico; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver in the name of and on behalf of IBM any such contract or other document or instrument to the persons holding the below listed positions in the IBM organization in the United States, including Puerto Rico:

President
Treasurer
Vice President
General Manager
Partner
Associate Partner
Position titles that include the words:
Counsel
Attorney
Director
Executive
Principal
Sales Manager
Program Manager
Sales Representative
Sales Specialist
Service Specialist
Contracts & Negotiations
Client Manager
Practice Leader
Project Manager
Business Area Leaders
Business Operations Manager
Business Partner Relationship Representative
Client/Customer Contract Representative
Client Relationship Representative
Client Unit Executive

Client Representative
Customer Fulfillment Professional
Customer Operations Manager
Account Support Representative
Bankruptcy Coordinator
Contracts Relations Advisor
Complex Opportunity Professional
Financial Offerings Leader
Software Account Manager
Service Delivery Manager
Service Delivery Executive
System Service Representative
Client Solutions Support Representative
Technical Support Renewal Manager
Integrated Channel Representative

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said International Business Machines Corporation on this 5 day of JANUARY 2009.


Jessica E. Lorden
Vice President, General Counsel
IBM North America

Dated: 1/5/2009



Commonwealth of Pennsylvania

Software Reselling Including
Management of Microsoft Select
Agreement

RFP #6100012054 - Technical Submittal

IBM Corporation
2020 Technology Parkway
Mechanicsburg, PA 17050

March 12, 2010

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II-1. Statement of the Problem

State in succinct terms your understanding of the problem presented or the service required by this RFP.

The Commonwealth of Pennsylvania is seeking contracts with one or more software resellers to provide all necessary functions concerning the acquisition and management of software licenses for the executive agencies of state government and other state-related entities. Requirements of the software reseller include: pre-sales assistance, software license acquisition, license subscription and maintenance, training, documentation, volume license agreement administration, and other related software services such as installation, customization and support. Resellers may bid on one or more lots as defined by the Commonwealth in the RFP. Selected resellers will then enter into an Established-Price contract with the Commonwealth for a period of two to five years, at the discretion of the Commonwealth.

All selected resellers will provide the necessary functions described above for the Lot or Lots for which they have been selected. Lot 1 is a market basket or collection of software titles from various software publishers. Lots 2 through 10 are software titles available from IBM. Lot 11 and Lot 12 will be awarded to all responsive and responsible resellers for Open Source software and Google Apps, respectively.

The successful reseller will have demonstrated a number of procedural competencies that include: the training and education of their supporting sales force, a sound transition plan from the current Commonwealth reseller, a demonstrated implementation plan for ongoing support, an issue escalation plan, a training plan for Commonwealth personnel associated with the administration of the resulting contract, all managed by an assigned project manager. The reseller will also provide a software license repository, reporting capability based on user profiles, and an e-procurement website. Detailed descriptions of these competencies are below.

Key requirements identified by the Commonwealth are sound transition and implementation plans. The selected reseller must demonstrate that they have a well-thought out transition plan that will, at a minimum, describe how the incoming reseller will perform knowledge transfer from the outgoing reseller, capture all relevant license data from previous software acquisitions, and train Commonwealth staff on any new procedural activities, through a detailed activity breakdown and timeline. All areas of responsibility of the various parties must be clearly delineated.

The implementation plan should, at a minimum, detail the organization of the reseller that will be responsible for supporting the contract with the Commonwealth, from the project manager to the account representatives and specialists supporting this contract. Additionally, the plan should: describe the e-procurement website that will support the Commonwealth's software activity, describe the reporting capabilities that will be available to the appropriate Commonwealth personnel and available training on these reporting tools, and an issue escalation plan. Additional requirements include: that price quotes will be generated within two business days of a request and remain valid for 90 days, that software media be delivered within 10 days of order, 95% of the time, that the reseller will drop ship software anywhere required by Commonwealth agencies, invoicing will be provided to meet existing Commonwealth standards, that the existing ITB standards be adhered to (as appropriate), and that onsite personnel performing services to the Commonwealth be cleared through background checks as described by the RFP.

The vendor's e-procurement website and associated reporting tools should provide a complete and accurate listing of available software products and services, with applicable prices. It should have the capability to accept procurement/credit cards and Commonwealth purchase orders. The website should allow Commonwealth personnel, with proper authorization, to access daily activity reports, agency-level reporting and administration, and ad hoc reporting and search capabilities.

This IBM proposal affords the Commonwealth the opportunity to leverage our full understanding of the Commonwealth's IT environment, our global experience in IT design and deployment, and insight derived from our industry leadership in software and software services delivery.

Our proposed solution builds on the value-added services that IBM has provided to the Commonwealth's executive agencies through the Best Value server and storage contracts. Further, it reflects our ongoing commitment to evolve our understanding of the Commonwealth's business environment and strategic imperatives.

II-2. Management Summary

Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

IBM's proposal is based on IBM fulfilling both roles required by the Commonwealth's RFP, including the publisher and the reseller. IBM is a Direct supplier and as such IBM is uniquely qualified to exceed the requirements of this RFP for the following reasons:

1. As the original publisher of the software listed in Lots 2-10, IBM is qualified to provide the Commonwealth of Pennsylvania all necessary functions concerning the acquisition and management of software licenses for the executive agencies of state government and other state-related entities. In effect, an award to IBM will take the reseller, or middleman, out of the current environment. This will result in a streamlined lifecycle process and substantial improvements in key areas such as: pre-sales assistance, software license acquisition, license subscription and maintenance, training, documentation, volume license agreement administration, and other related software services such as installation, customization and support.
2. The scale, depth and breadth of IBM products and services are unmatched in the industry. Today, IBM, #14 on the Fortune 500 list, reported 2009 revenues of \$95.8 billion and employs approximately 400,000 people. IBM has one of the largest customer bases in the world comprised of businesses of all sizes across many industries – including a significant presence in U.S. State Governments. IBM is the world's largest information technology company and the second largest software company in the world. IBM has the breadth and depth to offer hardware and software products and technical and business services to any company or organization with an interest or business need in the information technology arena.

A little over a decade ago, we set out to change the face of the software industry by building an integrated portfolio of middleware brands that would help clients become smarter and more innovative. These brands work together in an integrated fashion to create more intelligent and dynamic business processes, infrastructure and products. Our commitment to the high-value segments leads us to continuously reinvigorate our brand portfolio through multiple approaches. This creates a steady stream of new capabilities and areas of growth.

IBM created the Software Group in 1995 to leverage the combined intellectual capital and resources of IBM's operating systems, middleware and applications software development teams. IBM's Software Group is now a self-sustaining software business, with growth rates, profits and other key measures in line with other major software companies. In addition, the software group has services and support capabilities through its development labs in Toronto and Austin, and services provided through support centers such as the Dallas Systems Center.

IBM Software Group employs over 50,000 customer-facing professionals, including approximately 30,000 software developers, and an 18,000-strong dedicated sales force and technical sales professionals.

The IBM sales force is recognized as world-class around the globe. Each sales person attends training and education around a comprehensive set of products and services each year. Each sales representative must maintain a multitude of certifications.

IBM's technical pre- and post-sales professionals have extensive experience in large-scale project account management and sound transition planning. IBM has demonstrated experience in developing implementation plans for ongoing support, issue escalation plans, and training plans that the Commonwealth personnel associated with the administration of the resulting contract will need. We will assign to this contract an experienced, dedicated project manager.

Some key points about IBM Software:

- IBM Software Group operates in more than 170 countries
- IBM's software solutions are produced by a network of more than 80 research and development laboratories around the world
- IBM has over 40 innovation centers worldwide, including key emerging markets
- IBM has a growing ecosystem of 6 million developers worldwide; 1,600 developers join IBM's developer community each day; 400 of them are from growth markets

IBM Software Group has the industry's leading portfolio of middleware products. IBM Software Group is organized around five product segments within the software industry described below.

Information Management (For collecting, analyzing and securely distributing all forms of content): IBM started this business with a database called DB2, but we have evolved it to include the full collection of offerings our customers are demanding to better manage their business information. Today, our portfolio includes not only the database software, but software to centrally manage data across a range of IBM and non-IBM databases, database tools, content management software (for all forms of data including emails, movies, spreadsheets and more), business analytics and business intelligence software. This software segment is covered in Lots 2-6.

Lotus Software (For messaging and collaboration solutions): As the Web has evolved, the Lotus portfolio has been extended to include a broad set of collaboration offerings. Business-grade instant messaging and Web conferencing, Web team spaces, and enterprise portals are among the collaboration categories pioneered by Lotus. Now Lotus is at the forefront of the next wave of collaboration tools, as organizations seek the benefits of social networking and other "Web 2.0" modalities as ways to communicate and collaborate and gain competitive advantage. This software segment is covered in Lot 7.

Rational Software (For improving the speed, quality, and predictability of software projects): Rational was purchased by IBM in 2003 and is now a key component of IBM's software strategy. IBM, and now the marketplace, understands that developers are important to building strategic business application solutions. Jazz, Rational Software technology platform for collaborative software delivery, is designed to transform how people work together to build software making software delivery more collaborative, productive and transparent. This software segment is covered in Lot 8.

Tivoli Software (For designing, building and managing an infrastructure that enables you to improve service, reduce cost and manage risk): When IBM acquired Tivoli in the mid-1990s, the focus was on systems management products. Since then, Tivoli has evolved to include a full collection of software offerings, including software for identity management, managing data security, storage management and the ability to provide automation and provisioning of a client's data center - all key to designing, building and managing a dynamic infrastructure. This software segment is covered in Lot 9.

WebSphere Software (For setting up, operating and integrating business processes and Web applications): IBM started this business in 1998 as a Web application server software provider, which allowed customers to Web-enable their business applications. WebSphere has evolved to helping clients integrate and manage business processes across their organizations, providing unified views of customers, partners and suppliers. WebSphere is also a key product set in deploying a service-oriented architecture (SOA), a way for businesses to tap into their existing technology investments and quickly link together fragmented data and business processes. This software segment is covered in Lot 10.

3. Delivering industry solutions

IBM has succeeded by selling the way businesses are buying and approaching our clients with a clear understanding of their needs, demonstrating that we have the expertise and technology specific to their business. The dynamics of the manufacturing sector are not the same as those facing financial services companies. The issues confronting major retailers are different from those faced by clients in transportation and government. Simply put, different industries are diverse in nature and needs, however all industries require business solutions that provide them with new capabilities at a reduced risk and reduced cost. On the other hand, any government can be considered a collection of commercial industries in which IBM has extensive experience.

That is why IBM has created industry frameworks which are collections of industry specific data and process models, middleware, servers and storage, design patterns, and other assets that have been proven to perform well in prior customer engagements. A framework is like a supporting structure around which something can be built. Like building blocks, they enable teams to put into practice technologies that can be reused throughout the enterprise, making it easy to tackle the critical issues on a client's plate.

IBM brings you the Government Industry Framework which is a software platform with government-specific software, solution accelerators and best practices designed to reduce risk and accelerate the deployment of solutions that help you improve citizen services, increase transparency, enhance public safety, and achieve a sustainable environment. Key solutions in this sector include:

[Social Services and Social Security](#)

Optimize citizen-centered experiences and connect people to programs based on individual needs

[Safety and Security](#)

Improve border security, public safety, and emergency response through intelligence and collaboration

[Tax and Revenue Management](#)

Use business intelligence to improve insight and elevate performance with visibility and control.

[Metropolitan Transportation and Roads](#)

Build multi-modal transportation systems to collectively optimize capacity, reduce congestion, and improve convenience

[Integrated Urban Infrastructure](#)

Create cities that are operationally efficient and sustainable with effective management of resources.

4. IBM has a long and consistent relationship with the Commonwealth of Pennsylvania. The IBM Client Team is led by Gary Lurie, Client Director, who has been working with the Commonwealth for the past 35 years. Mr. Lurie's support team, who will be interacting with the Commonwealth on a daily basis, are IT Professionals each with over 25 years of industry experience.
5. The primary tool for software license repository is the IBM Passport Advantage Online system. The IBM Passport Advantage Online system is the e-procurement website in use today by the Commonwealth's current reseller, Dell/ASAP, when the Commonwealth purchases IBM software. The IBM Passport Advantage Online system is in use by IBM and its resellers on a worldwide basis. In addition to providing e-procurement functionality, the IBM Passport Advantage Online system provides reporting capability based on user profiles. Several Commonwealth agencies and departments are registered today in IBM's Passport Advantage Online and using the system effectively. More detailed information on the Passport Advantage Online tool is provided below.

Passport Advantage Online

Through our Passport Advantage and Passport Advantage Express software license and maintenance programs, IBM has made it much easier for customers to license and use IBM software products under a single, common set of processes and tools. In addition, for customers who want to lower the overall cost of their software acquisitions, IBM's Software Subscription and Support coverage lowers those costs by providing Product Upgrades and Technical Support. Subscription provides authorization to use and access all new releases and versions of software products. Technical Support helps keep users up and running wherever they are working in the world, 24x7 for critical situations, providing both telephone and web-based access to technical specialists. Passport Advantage, focused on larger enterprises, and Passport Advantage Express, a transaction-based program designed to meet the needs of medium-sized businesses, gives customers of all sizes a way to obtain software licenses and Software Subscription and Support, which can result in a greater return on their investment.

As a Passport Advantage or Passport Advantage Express customer, your organization has its own secure Web tool. Downloading or requesting CDs of new releases and upgrades, renewal notifications, POE certificates, and account information are all in one place for you. Go to Passport Advantage Online at ibm.com/software/passportadvantage and choose Passport Advantage Online tab and then for customers.

Among the Passport Advantage services, the Commonwealth will find the following web functions:

Software Download

The Commonwealth will not have to remember where you put your CDs, and you won't have to wait for your software to be delivered. Users can download and install the new releases and upgrades of your covered products upon commercial availability by using the Software Download tool on the site, at your convenience.

eNotification

We let you know as soon as product upgrades are ready for download or for requesting CDs by sending you an e-mail notice. You can change who receives these notices, how often and in what language by visiting Passport Advantage Online and updating your eNotification preferences. No calendar-checking required, no missed windows of opportunity to find out about upgrades, no anxiety. All you have to do is check your e-mail or simply access Passport Advantage Online.

Proof of Entitlement

Proof of Entitlement (POE) is the easiest way to confirm the products, quantities and services that the Commonwealth has ordered, as well as those the Commonwealth is eligible to install. And we send your primary contact of record electronic POE through e-mail to confirm authorized use.

Software Subscription and Support Renewal

View your software subscription and support renewal quote online. Print or download the renewal quote to attach to your purchase requisition. View your software subscription and support renewal quote online. Print or download the renewal quote to attach to your purchase requisition.

Popular Offerings catalogs

Purchase top-selling IBM software products to keep your business on the cutting edge. Search by product description, group or type.

Account Management - allows you to view and manage your Passport Advantage account information

- **Contact update** - enables you to keep your company's contact information accurate. Contact update allows you to review and update the contact information we have on file for your Primary, Administration/POE, Software Subscription and Support, Media Shipping, Software Subscription and Support Renewal, Billing and Site Technical Contacts, and the e-mail addresses you have on file for the offering.
- **Manage access** - enables primary and secondary contacts to grant additional users access to Passport Advantage
- **Online eNotifications** - allows you to manage your e-mail notifications about the latest upgrades to your IBM software. Use this tool to change who receives these notices, how often, and in what language.
- **Register for additional customer site** - if you are the primary contact for more than one Passport Advantage Online, use this tool to be authenticated for view access to each site.

Reporting

See your history, plan your future. Your account information is ready and waiting, any time you want to map out business strategy through the reporting features. You can generate reports about downloaded software, media order history, entitled software and purchase history.

IBM registration allows an unlimited number of users to have their own user IDs and passwords to access the tool. The Primary Contact for your organization must be the first to register, and is required to grant access to other users.

Reference - keeps you updated on the Passport Advantage program with the latest enhancements, presentations and overviews

- **News** - view the latest updates to the Passport Advantage program
- **Frequently Asked Questions (FAQs)** regarding the program

eCustomer Care

www.ibm.com/software/howtobuy/passportadvantage/paocustomer/docs/en_US/ecare.html

For registration questions, navigation assistance and general questions on Passport Advantage Online, click the link above to contact the eCustomer Care Team.

Passport Advantage Benefits

- Software Subscription and Support with each license.
- Selected Support for certain Open Source and other non-warranted code.
- Comprehensive and flexible upgrade coverage.
- Protection for your technology investments.
- Secure access to [Passport Advantage Online](#), a Web tool that helps you manage your installed base of IBM software.
- Simplified and improved software asset management.
- Reduced acquisition and administration costs.
- Streamlined budgeting for software upgrade and migration costs.
- Immediate support coverage on newly acquired products during installation phase and for life cycle of product.
- Flexible, easy-to-access, responsive, cross-platform customer support from IBM, worldwide.
- Access to IBM software technical support for all of the Commonwealth's designated IT staff.
- Simplified acquisition and renewal of cross-platform customer support.
- Enhanced overall expected response time of two hours or less during normal business hours.
- 24x7 access to support resources for business-critical outages.
- Increases self help via the Internet.

II-3. Work Plan

Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

The following pages describe IBM's Work Plan based on the requirements listed in IV-3, IV-4 and IV-5 of the RFP.

IV-3. Response Requirements

All Response Requirements must be submitted for the Offeror to qualify for this RFP.

1. The Offeror must complete Appendix I - Company Profile Summary.

DATE: March 12, 2010

I. COMPANY INFORMATION

Company Name: International Business Machines Corporation

Date Established: 1911 Federal ID #: 13-0871985

COPA –SAP Vendor #: 102380 Geographic coverage area: Worldwide

Number of employees in PA: 2,535

Number of Technical employees in PA: 1,800

Number of employees in organization: 398,455

Number of Technical employees in organization: 260,000

Website: www.ibm.com

Local Company Address:

Office Address: 2020 Technology Parkway

City, State: Mechanicsburg, PA Zip Code: 17050-9498

Head Quarter Address:

Office Address: New Orchard Road

City, State: Armonk, NY Zip Code: 10504

Prime Contact Person:

Name: Stephen J. Stasko Title: Client ExecutivePhone: 717-610-7424 Fax: 717-610-7521E-Mail: sjstasko@us.ibm.com

1. Attach last three (3) year's financial report which must include: Income Statements and Balance Sheets. Financial Reports must be Certified and/or Audited.

OR

2. If you are a public company, you do not have to attach financial data. Include direct link to financials web site here. <http://www.ibm.com/annualreport/>

Note: All financial data will be confidential and will not be made public.

II. ORGANIZATION

A. Corporation Type _____ Partnership _____

Sole Proprietorship _____ Other _____

B. State of Incorporation New York Date: 1911C. Percentage of Minority/Women Ownership in Your Firm N/A* %

* At year-end 2008, there were 564,244 registered owners of IBM stock. Another 1,600,000 stockholders own IBM stock through brokerage firms, banks, credit unions, and other financial institutions.

Stock Holder Structure:

- a. less than 1% is owned by IBM Executive Management
- b. approximately 60% is owned by institutions
- c. the remainder is with private holders

D. Are you MBE/WBE Certified in PA?

 No 8(a) Certified No 8(a) Joint Venture No Small Disadvantaged Business

No Disadvantaged Business Enterprise, Certification State
X HUB Zone Certification

E. The above company is owned or controlled by a parent company.

Yes _____ No X

If the answer to the above is "yes" provide the following information:

Full name of parent company	_____	NA
Main office physical address	_____	NA
City, State, Zip	_____	NA
Telephone No.	_____	NA
Web Site Address	_____	NA

F. Personnel

1. Attach Company Organizational Chart (minimum 4 levels or to Project Manager Level)
2. Provide resumes of first 3 levels of managers who will directly be involved with Commonwealth business.

IBM has responded with an organizational chart and resumes for 3 levels of management in the body of the document in Section II-5 Personnel.

G. Business Model

1. Are you ISO 9001 Certified? Yes
2. Are you ISO 9004:2000 Certified? Yes
3. Are you ISO 20000 Certified? Yes
4. Do you employ Six Sigma Practices and Methodologies? Yes
5. Do you utilize ITIL Management Practices? Yes
6. Do you have Certified Contract Managers? Yes
7. Do you have formalized business procedures to deliver required services in:
 - A. Operational Practices Yes
 - B. Transition Yes
 - C. Program Management Yes
 - D. Change Management Yes
 - E. Relationship Management Yes

Note: The Commonwealth may require an uncontrolled copy of procedures for review.

Is the company presently under indictment, on any Company Officer on parole or probation?

YES N/A NO N/A

IBM does not make the details of past, pending or current litigation publicly available. However, IBM represents that there is no pending litigation which would prevent IBM from discharging its obligations under any contract finally awarded to IBM, including all obligations related to the provisions of IBM Products and Services hereunder. Information that does exist can be found in Form 10 - K, Part I, Item 3 - Legal Proceedings in the annual report filed with the Securities and Exchange Commission. Please refer to our web site <http://www.ibm.com/annualreport> for more information.

Has your company, officers or affiliates ever been in receivership or bankruptcy? Yes NO X

Is your company and/or management presently involved in any pending Commonwealth of Pennsylvania litigation?

Yes NO X

Have you at any time failed to complete a Commonwealth of Pennsylvania contract?

Yes NO X

H. If the answer to any question is "Yes", explain below: (attach other sheets as needed)

III. FINANCIAL INFORMATION

A. Annual Sales Volume (Each of Last Three Years)

Year	Sales
<u>2009</u>	<u>\$ 95,800,000,000</u>
<u>2008</u>	<u>\$103,630,000,000</u>
<u>2007</u>	<u>\$ 98,786,000,000</u>
<u>2006</u>	<u>\$ 91,424,000,000</u>

B. Present Net Worth \$104,000,000,000

C. Dunn & Bradstreet Rating 5A2. Through an agreement with Dun and Bradstreet, IBM cannot provide Dunn & Bradstreet rating reports. If required by the Commonwealth of Pennsylvania, a Dunn & Bradstreet report can be obtained by requesting it from the D&B web site at <http://www.dnb.com/index.asp>

D. Bond Rating * Rating Firm *

* The major rating agencies' ratings on the company's debt securities at December 31, 2008 appear in the following table. All ratings remain unchanged from December 31, 2007. The company has no contractual arrangements that, in the event of a change in credit rating, would result in a material adverse effect on its financial position or liquidity. The company believes its earnings and cash flow growth provide sufficient flexibility within the existing credit ratings to continue to execute its current investment, dividend and acquisition strategies, as well as refinance maturing debt when required.

	Standard & Poor's	Moody's Investors Service	Fitch Rating
Senior long-term debt	A+	A1	A+
Commercial paper	A-1	Prime-1	F1

E. Bidding Limits: Maximum \$ 2 Billion + Minimum \$100

F. Bonding:

1. Current Capacity *

* IBM provides bonding and has the capacity to go to the value of the contract or the value of the purchase order.

2. Bonding Company:

Bonding Co. Name: Marsh USA Inc.

Address: 44 Whippany Road, Morristown, NJ 07962

Telephone No.: 973-401-5349

Contact: Mary Lawrence

3. Cost of Performance Bond (Expressed as a Percentage of the Bond Value) .8 %

A Performance Bond is created once a contract has been awarded.

G. Largest contract completed to date Many contracts over \$100,000,000
No single client represents 10 percent or more of the company's total revenue.

H. Year in which your largest contract was completed 2009

IV. TRADE ASSOCIATIONS

List trade associations with which your organization is affiliated.

Not Applicable

V. LABOR AGREEMENTS

List union contracts and/or labor agreements to which you are signatory:

None.

	Name of Union/Agreement	Expiration Date	% of Affected Workforce
A.			
B.			
C.			
D.			

IV. ORGANIZATIONAL QUESTIONS

1. To what extent is the company's technologies standardized?

IBM drives toward more standardized products that are repeatable and faster to bring to market. They are shifting their business model and target product/market decision analysis approach to be more profit driven.

IBM Systems and Technology provides clients with business solutions requiring advanced computing power and storage capabilities. Approximately 55 percent of IBM Systems and Technology's server and storage sales transactions are through the company's business partners; approximately 45 percent are direct to end-user clients. In addition, IBM Systems and Technology provides leading semiconductor technology and products, packaging solutions and engineering technology services to clients and for IBM's own advanced technology needs.

Servers. IBM systems, which are typically connected to a network and provide the required infrastructure for business. These systems use both IBM and non-IBM operating systems, and all IBM servers can also run Linux, a key open source operating system. (System z, legacy System i, converged System p and System x).

Storage. Information infrastructure products and solutions, which address critical client requirements for information retention and archiving, availability and virtualization, and security and compliance. The portfolio consists of a broad range of disk and tape storage systems and software.

Microelectronics. Semiconductor design and manufacturing primarily for use in IBM systems and for sale to external clients (OEM).

Retail Store solutions. Point-of-sale retail systems (network connected cash registers) as well as solutions which connect them to other store systems.

IBM Software Group provides products that consist primarily of middleware and operating systems software. Middleware software enables clients to integrate systems, processes and applications across a standard software platform. IBM middleware is designed to open standards which allow the efficient integration of disparate client applications that may have been built internally, or provided by packaged software vendors or system integrators. Operating systems are the software engines that run computers. Approximately two thirds of external software segment revenue is annuity based, coming from recurring license charges and ongoing subscription and support from onetime charge (OTC) arrangements. The remaining one third of external revenue relates to OTC arrangements, in which the client pays one upfront payment for a perpetual license. Typically, arrangements for the sale of OTC software include one year of maintenance. The client can also purchase ongoing maintenance after the first year, which includes product upgrades and technical support.

2. What is your capacity of digital information transfer (digital infrastructure)?

IBM offers its customers the capability to perform high-speed digital information transfer based on the customer's needs and budget. Internally, IBM has implemented high-speed digital information transfer where necessary and applicable.

3. What is your usage of digital infrastructure characterized by?

IBM is the leading information technology company in the world. IBM has enjoyed 17 consecutive years of patent leadership and these technologies are incorporated into the products we both deliver to the market and use internally.

4. What is your company's percentage of market share in Pennsylvania?, In North America?, Worldwide?

IBM neither provides market share information regarding IBM's position and any competitor's status nor any forecast market share data. All financial information that is released outside of IBM may be found in IBM's Annual Report which may be viewed at: <http://www.ibm.com/annualreport/>

Gartner and Forrester Reports, Dun and Bradstreet Reports, and others, available by subscription, contain the information being requested. Copyright laws prevent IBM from sharing the details of those reports with our clients.

5. Describe your company's business focus?

In IBM's view, today's networked economy has created a global business landscape and a mandate for business change. It also opens the opportunity to upgrade the efficiency and effectiveness of the global infrastructure through embedded information technology — what IBM calls a "smarter planet." Smart airports, smart highways, smart supply chains are all possible. IBM is working with clients and governments around the world to explore these opportunities and implement new ideas. Integrated global economies have opened markets of new opportunity and new sources of skills. The Internet has enabled communication and collaboration across the world and brought with it a new computing model premised on continuous global connection. In that landscape, companies can distribute work and technology anywhere in the world. IBM continues to adjust its footprint toward emerging geographies, tapping their higher growth, providing the technology infrastructure they need and taking advantage of the talent pools they provide to better service the company's clients.

At the same time, the current economic crisis increases the pressure on both businesses and governments around the world to adapt. The needs for additional transparency, security and efficiencies are clear. Given these opportunities and

economic challenges, IBM is working with its clients to develop new business designs and technical architectures that allow their businesses the flexibility required to compete in this new landscape. IBM's strategy addresses this new era and delivers value to its clients through three strategic priorities:

Focus on open technologies and high-value solutions

A new computing model has emerged, replacing the PC-based, client/server approach. This new model is networked, modular, open and represents a fundamental shift in the technology requirements of the company's clients. IBM is well positioned to provide its enterprise clients the open technologies and high-value solutions they will need to compete.

- IBM is leveraging its leadership position in the convergence of software and services, in service oriented architecture (SOA), in virtualization, in business intelligence and analytics, in open and modular information technology (IT) — continuing its shift from commoditizing segments to higher value segments with better profit opportunity.
- The company continues to be a leading force in open source solutions to enable its clients to achieve higher levels of interoperability, cost efficiency and quality.

Deliver Integration and Innovation to clients

Changes in the market have caused IBM's clients to seek flexibility and innovation in everything from technical architecture to their business model. In response, IBM is focused on delivering integration and innovation to its clients — offering them technologies and services that support real value creation.

- IBM has a long heritage of transforming the business operations of large enterprises and has earned the trust to be their innovation partner and global integrator.
- The company has an extensive set of global assets and capabilities it is applying to improve services profitability, both for its clients and for itself.

Become the premier globally integrated enterprise

As global networks and technology capabilities change business economics, legacy business designs can quickly become noncompetitive. IBM believes a globally integrated enterprise, designed for this new landscape, can compete effectively and will benefit from the opportunities offered.

- To reshape its business for the global economy, IBM has replaced vertical hierarchies with horizontally integrated teams.
- Across the business, the company has made significant investments in emerging markets, taking core processes and functions that were once managed regionally and shifting them to a globally integrated model.

Looking forward, IBM is confident it understands the economic shift of globalization, the evolution of the new computing model and the powerful role of innovation in this new landscape. Its unique capabilities are well adapted to help the company's clients innovate and compete effectively in this new environment.

6. How flexible is your organizational structure?

The company's business model is built to support two principal goals: helping clients succeed in delivering business value by becoming more innovative, efficient and competitive through the use of business insight and information technology (IT) solutions; and, providing long-term value to shareholders. The business model has been developed over time through strategic investments in capabilities and technologies that have the best long-term growth and profitability prospects based on the value they deliver to clients. The company's strategy is to focus on the high-growth, high-value segments of the IT industry.

The company's global capabilities include services, software, hardware, fundamental research and financing. The broad mix of businesses and capabilities are combined to provide business insight and solutions for the company's clients.

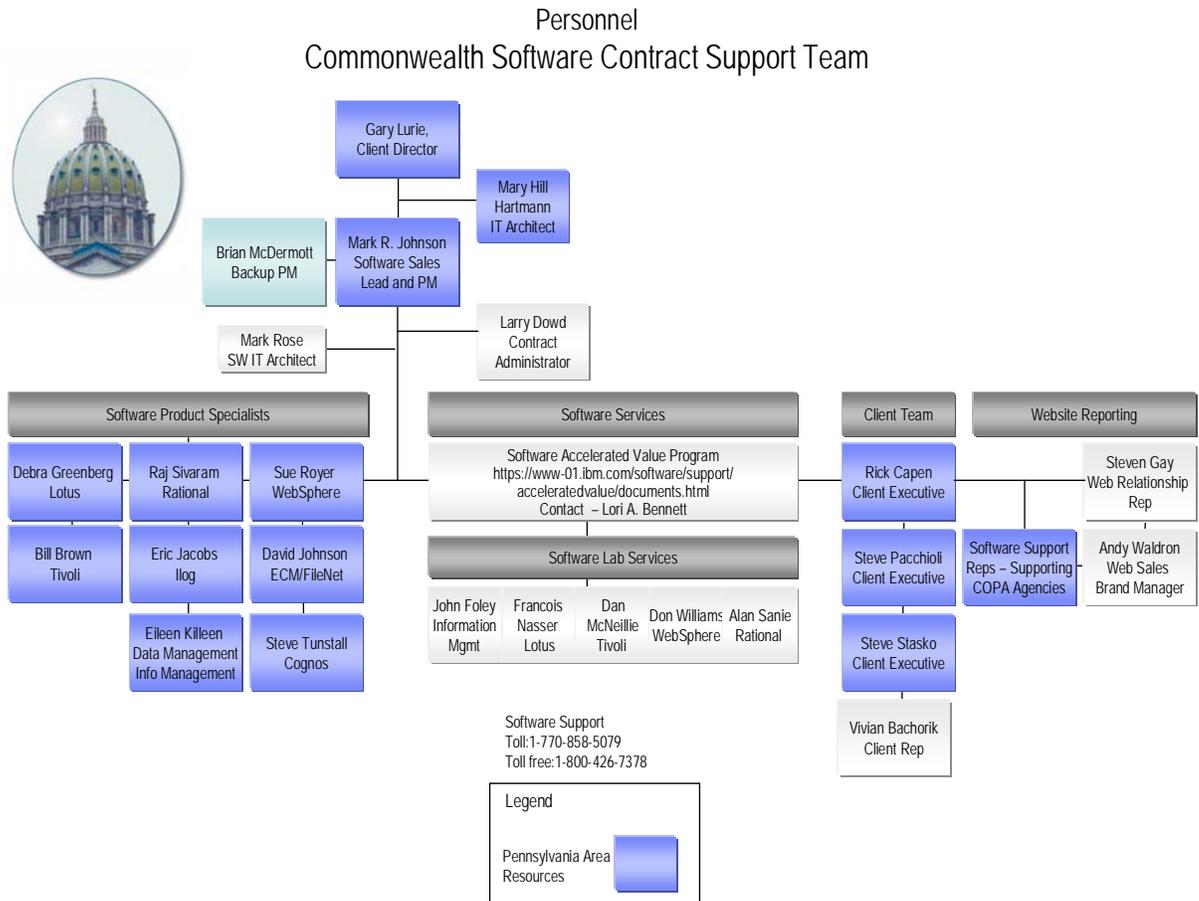
The business model is flexible, and allows for periodic change and rebalancing. The company has exited commoditizing businesses like personal computers and hard disk drives, and strengthened its position through strategic investments and acquisitions in emerging higher value segments like service oriented architecture (SOA) and Information on Demand. In addition, the company has transformed itself into a globally integrated enterprise which has improved overall productivity and is driving investment and participation in the world's fastest growing markets. As a result, the company is a higher performing enterprise today than it was several years ago.

The business model, supported by the company's long-term financial model, enables the company to deliver consistently strong earnings, cash flows and returns on invested capital in changing economic environments.

7. To what extent does your company control the assets on which it is dependant?

IBM controls all of the assets upon which it depends.

- The Offeror must submit its Organization Chart showing all levels of management, down to the Project Manager, that will be involved throughout the entire length of the contract. If during the time of the contract the Organization Chart changes, the new chart must be submitted to Commonwealth within sixty (60) days of a change.



3. The Offeror must submit two (2) private and two (2) public (government) sector references that show the Offeror's ability to provide Software Reselling Services for an account similar to the size and scope of COPA. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Public (Government) References:

Client Name	NASA Solutions for Enterprise-Wide Procurement (SEWP) IV
Location:	Eagan, MN
Customer Contact:	<p>Ms. Joanne Woytek joanne.r.woytek@nasa.gov SEWP Program Office (BOWL) 10210 Greenbelt Road Suite 270 Lanham, MD 20706 Phone (301) 286-1478 Fax (301) 286-0317</p> <p>Tab Schreiner tab_a_schreiner@nbc.gov 303 564-8108 Infrastructure Architect 7301 W. Mansfield Street Denver CO, 80235</p>
Project Description:	<p>SEWP IV is a direct 7 year contract between NASA and IBM. SEWP stands for Solutions for Enterprise-Wide Procurement. The name reflects the ability to obtain mission critical, cutting edge and high-end IT products including hardware and software and product-based solutions (e.g. installation, maintenance) for individual, site or agency-wide requirements. The contract was awarded to 38 contract holders (one of which is IBM direct, the reference being provided here) including twenty-one small businesses; of which 5 are 8(a)s and eight are Veteran-Owned Businesses including six SDVOSB (Service Disabled Veteran Owned Small Business). There are also several non-competed 8(a) Set-Aside Contractors. IBM maintains a catalog of IBM products and services with NASA and NASA has automated the catalog, RFQ processes and ordering procedures for government agencies utilizing the SEWP contract for IT procurements with a minimal surcharge of .5%. For more information, please see the NASA SEWP IV website: www.sewp.nasa.gov.</p>

Client Name	Miami Dade County
Location:	Miami, FL
Customer Contact:	<p>Julian R. Manduley Procurement Contracting Officer Department of Procurement Management Technical Services Division Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, FL 33128 Phone: 305-375-2179 Fax: 305-375-5688</p> <p>Carmen Suárez, Systems Support Manager Enterprise Technology Services Department 5680 SW 87 Avenue Miami, FL 33173-1618 Phone: 305-596-8437 Cellular: 786-218-1066 Fax: 305-596-8814</p>
Project Description:	<p>Miami-Dade County, Florida is the fourth largest local government in the United States with 30 thousand employees and an operating budget of \$8B. Miami-Dade has established a comprehensive master contract with IBM for IBM Hardware Maintenance, IBM Software (Passport Advantage Software and Mainframe Software), Software Maintenance and Support, and complementing Professional Services. The contract has a one year term with five 1 year options to renew.</p>

Private References:

Client Name	University of Pittsburgh Medical Center (UPMC)
Location:	Pittsburgh, PA
Customer Contact:	<p>Jim Vellella Director of Support 3600 Forbes on Meyran Pittsburgh, PA 15213 412-647-3474</p>
Project Description:	<p>University of Pittsburgh Medical Center (UPMC) an \$8 Billion integrated healthcare system, is the largest employer in western Pennsylvania and one of the most renowned academic medical centers in the United States. With 50,000 employees, it comprises</p>

Client Name	University of Pittsburgh Medical Center (UPMC)
	20 hospitals, a network of other care sites, a wholly owned health plan, and international and commercial ventures. UPMC is in the fifth year of an 8 year agreement with IBM for the purchase of IBM hardware, software, services and support.

Client Name	Branch Banking & Trust (BB&T)
Location:	Winston-Salem, NC
Customer Contact:	Christy Bradley Orazi IT Financial Business Services Branch Banking & Trust (BB&T) 919-745-5023 COrazi@bbandt.com
Project Description:	BB&T, the 8th largest bank in the United States, procures all of its Passport Advantage and System z One Time Charge software directly from IBM. BB&T currently procures software with IBM through an Enterprise License Agreement. To help manage the deployment and license management of their software, BB&T utilizes the Enterprise Software Management Tool (ESMT) provided to BB&T free of charge by IBM.

4. The Offeror must submit a completed [Appendix H – Cost Matrix](#) for each Lot the Offeror is submitting a proposal. The Offeror must submit a separate sealed envelope for each Lot. The Lot title must be stated on the front for each envelope.

Per the Commonwealth's instructions, please see the separately sealed Cost Submittal, per Lot, for Lots 2 through 10.

5. The Offeror must submit the resume of the individual who will serve as the Project Manager, along with a minimum of two references for that individual, to demonstrate the required skills and experience. The Project Manager must have a minimum of five (5) years experience with increased levels of responsibility. The Project Manager must have experience managing large scale projects involving software-related pre-sales assistance, training, support, maintenance and documentation. Additionally, the Project Manager must possess effective oral and written communication skills and must have experience managing service level agreements.

The Offeror must also submit a resume and references of the individual who will act as the substitute/temporary Project Manager in the case that the assigned Project Manager is unavailable for an extended period of time. The substitute/temporary project manager must have similar qualifications as the named Project Manager possesses.

The **Project Manager** who will be assigned to the Software contract for the Commonwealth is Mark Johnson. Mark is the Software Client Leader currently supporting the Commonwealth. The two references for Mark are below:

Bill Zybach, Enterprise Document Management (ECM) Program Manager
Office of Chief Technology Officer (OCTO), District of Columbia (DC) Government
202-641-5144 or bill.zybach@dc.gov

Dr. Sailai Lo, CIO, Ping An Insurance (Group) China, sailailo@pingan.com.cn

The **Backup Project Manager** who will be assigned to the Commonwealth is Brian McDermott. He is a peer of Mark's in the Pennsylvania area. The two references for Brian are below:

Todd Grinaway, Capital Blue Cross: Todd.Grinaway@capbluecross.com

Meredith Dankanis, Independence Blue Cross: meredith.dankanis@ibx.com

Please see directly below for resumes for both Mark and Brian. Should both Mark and Brian be unavailable, please contact Rick Capen from the local IBM client management team. Rick currently serves as a focal point for the IBM Server/Storage contract and will be able to handle Commonwealth requests when Mark and Brian are unavailable. His resume is included in section II-5 Personnel.

Mark Johnson

Client Software Leader
IBM Corporation
2020 Technology Parkway
Mechanicsburg, PA 17050

PROFESSIONAL EXPERIENCE:

A 28 year veteran of the Enterprise Business Application (EBA) software industry, Mark Johnson joined IBM in 2006 as part of the FileNet Corp. acquisition, a leading provider of Enterprise Content Management (ECM) solutions. Prior to joining FileNet, Mr. Johnson was lead consultant on federal government business development for OpenText Corporation

(OTEX) also in the ECM market. Over half of Mr. Johnson's career has been selling to the US Federal Government (Department of Defense and several Civilian agencies) and associated Account Management/Service. He also has strong experience supporting large and complex Defense contractors such as Raytheon, Lockheed Martin, Boeing, Northrop Grumman and General Dynamics. Mr. Johnson also has experience with Foreign Governments in the Middle East, Europe and Asia in software sales and servicing.

Mr. Johnson joined the Commonwealth team in January 2010 as Software Client Leader, after a two-year International Assignment in Asia Pacific with IBM ECM. While in Asia, he sold to and serviced some of the largest customers in the world including the Chinese Government and several Chinese banks and insurance companies with over 1 million employees or 1 million branch offices. During his first year at IBM, Mr. Johnson was an ECM Software Brand Sales Representative in Virginia, calling on a number of large scale commercial customers including CSC, Capital One, CarMax, CareFirst and the District of Columbia Government where he led the account management of FileNet as an enterprise standard in a shared services model.

Previous experience was focused on a broad and diverse set of venture capital start-ups and small to medium sized software companies (over 10 employers in 20 years) in the EBA market. Mr. Johnson's efforts spanned a wide range of industries to include financial services, government, and discrete and process manufacturing – with a focus on Global 2000 clients and large scale sales, account management, and implementation services. Mr. Johnson has experience in a wide range of enterprise business applications besides ECM to include Enterprise Resource Planning, Customer Relationship Management, Application Lifecycle Management, Collaboration/Portal, Business Process Management and Product Lifecycle Management.

EDUCATION:

BA in Political Science and Sociology from Hastings College

MS Executive Program Certificate in Systems Management from the University of Southern California (USC).

Brian McDermott

Client Software Leader
IBM Corporation
1475 Phoenixville Pike
West Chester, PA 19380

PROFESSIONAL EXPERIENCE:

An 18 year veteran of the Enterprise Business Application (EBA) software business, Brian McDermott joined IBM in 2006. Prior to joining IBM, Mr. McDermott was client executive at Novell working on both public and private sector industries. Mr. McDermott was part of the IBM sales team covering the Commonwealth of Pennsylvania from 2006 -2008 as an Information Management sales specialist. Most recently Mr. McDermott has been an Industry Software Sales Representative selling in the Public Sector. He has sold to and serviced some of the larger customers in the Mid-Atlantic including the City of Philadelphia,

Independence Blue Cross, and Capital Blue Cross. During his first two years at IBM, Mr. McDermott was an IM Software Brand Sales Representative in Mid, calling on a number of large scale commercial and public customers including DuPont, Local and State government, Higher Education and large Retail customers where he led the account management of selling and supporting the efforts of IBM's Information Management solutions.

Previous experience was focused on venture capital start-ups and small to medium sized software and service companies. Mr. McDermott's efforts spanned a wide range of industries to include financial services, government, and discrete and process manufacturing – with a focus on Global 2000 clients and large scale sales, account management, and implementation services. Mr. McDermott has experience in a wide range of enterprise business applications besides ECM to include ERP, CRM, ALM, Collaboration/Portal, BPM and PLM, networking and physical infrastructure.

EDUCATION:

BS in Business Administration from Drexel University

6. [The Offeror must describe the training/education required of, or provided to, sales associates who will be dealing directly with agencies that need assistance in locating appropriate software to meet a specific need. Describe what resources are available to sales associates to research available software.](#)

IBM sales specialists undergo a formal training on IBM Passport Advantage. This is a comprehensive and recurring training that is made available online and through video conference calls that are scheduled regularly. A customer tutorial is also available online at:

<http://www-01.ibm.com/software/lotus/passportadvantage/passporttutorial.html>

IBM's continued success as a world-class technology company depends, to a great extent, on the skills, commitment, and motivation of our staff and therefore the retention and motivation of employees is a top priority within IBM. One of the major factors in IBM's low turnover rate is our continuous learning culture and the way we integrate new starters and outsourced employees into IBM through our induction and training program.

IBM makes a huge annual investment in education and training. For example, over \$750 million dollars was invested overall in our employee education programs just last year. This is larger than the gross revenue of many companies. We tailor this investment to fit the needs of our customers and each individual employee.

Our employees receive on average 8 days of education per year through a wide range of delivery mechanisms, including the use of classroom training and blended learning solutions which use the latest technology and methods (i.e. live virtual classroom for collaborative learning). An example is the several thousand current courses that are made available through e-learning, computer-based training (CDs and online), the IBM Intranet, and traditional classroom and seminar activities. e-learning plays an important role in the learning culture of IBM. The e-learning@IBM program provides unlimited access to thousands of e-learning resources to all IBM employees. IBM also drives innovative blended learning solutions, recognizing the power of blending distance and face-to-face learning, as well as leveraging informal learning opportunities.

In addition, there are two specific training programs that have recently been implemented for the Software specialists. The first is called Sales Eminence. In today's intensely competitive global marketplace, talented people matter more than ever. The skills and expertise that the IBM specialists offer differentiate us in front of our clients. Developing this talent is the focus of our strategic priority -- Sales Eminence. By executing Sales Eminence, the intent is to help our specialists excel in the marketplace, to develop the skills valued by our clients and grow a great IBM career, all of which ultimately benefits our clients. Our Sales Eminence initiative is aimed at enhancing those values in a highly competitive and changing marketplace.

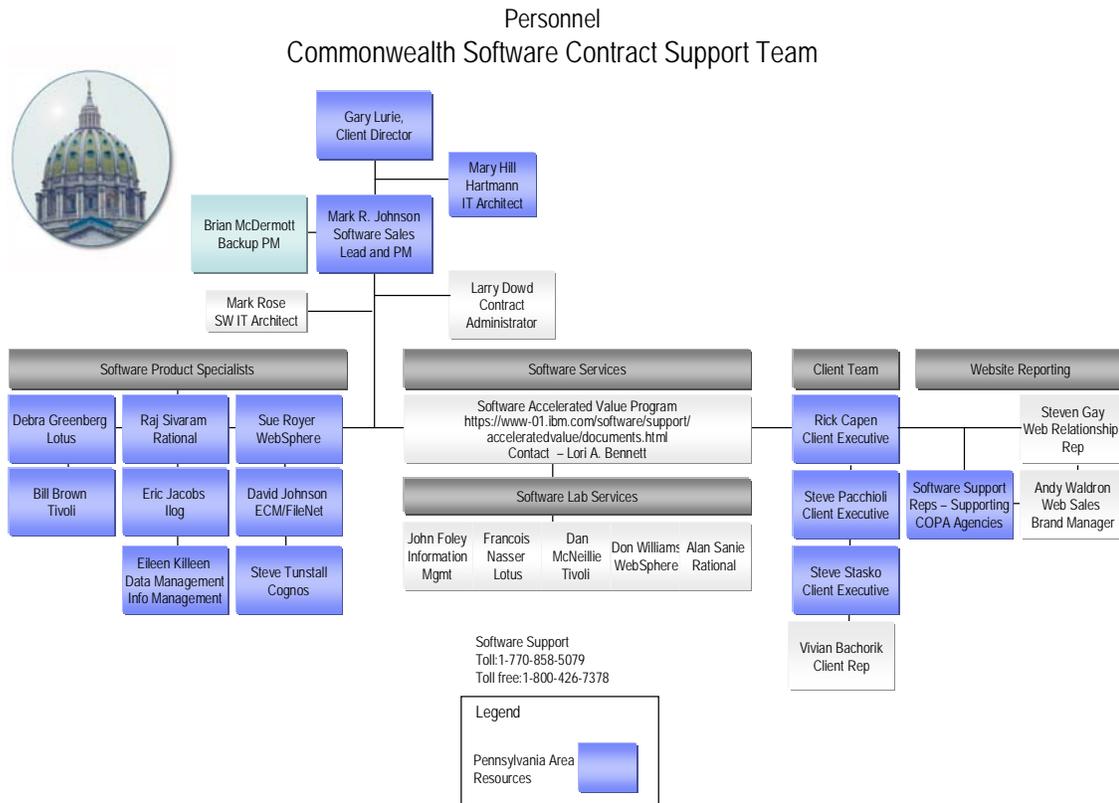
The second program is called Learning for Growth (LFG). LFG provides the IBM specialists with balanced, role-based virtual education designed to improve their skills in the areas of professional selling, industry, and brand/specialty. The specialist also completes Strategic Initiative learning activities which are brief, mandatory virtual sessions for all roles that deliver important, timely, cross-brand messages. There are specific LFG requirements for the specialists and a timeframe in which they are required to complete the specific courses.

7. The Offeror must submit an Implementation Plan as part of the proposal. At a minimum the response should include the structure of account representatives who will be dedicated to Commonwealth business, the development (as needed) and roll-out of the web-based ordering and reporting tool, and the process the Offeror will use to ensure all invoicing is meeting Commonwealth standards.

The Implementation Plan must include how the Offeror proposes to set up relationships with Software Publishers they currently do not have relationships with. The plan must include steps for setting up relationships, time frames and other means the Commonwealth can utilize to procure the required software titles.

IBM is the publisher of all the software to be provided under this contract and will not utilize resellers for delivery of our software to the Commonwealth.

IBM will deploy software coverage specialists and technical experts to support the sales and service of all software to be provided in Lots 2 through 10. These resources will be directed by IBM's proposed project manager for this contract, Mark Johnson. The following organization chart depicts our proposed coverage by software product pillar.



The web-based tools proposed and described in Section IV-3, 8 will be implemented and rolled-out on a mutually agreed upon schedule. Use of a B2B interface, compatible with the Commonwealth's SAP system, is available to facilitate and simplify order entry, purchase order generation and invoicing. The Commonwealth may or may not elect to use this type of interface or to utilize traditional and current ordering and purchase order creation processes. It has been our experience that many of the software products to be provided under this contract will require the involvement of a trained IBM software specialist to ensure proper configuration and sizing. As such, we envision that face-to-face and/or telephone meetings will be necessary to define the Commonwealth operating environment and business requirements prior to determining the appropriate software configuration for the particular agency application.

8. The Offeror must submit a plan to establish a secure e-procurement site that meets the requirements set forth in Part IV-4 (3) Contract Requirement.

Today, IBM provides users in the Commonwealth of Pennsylvania with a customized web site known as "IBM EasyAccess" It can be accessed at: www.ibm.com/easyaccess/pa.

This web site provides Commonwealth users 24x7 access to relevant IBM product, service and support information. The IBM web site makes available IBM's extensive industry resources with information customized specifically for the Commonwealth – all in one easy to navigate site. From this site, users would be able to access information regarding this

contract and all relevant links. In addition, from EasyAccess, Commonwealth of Pennsylvania users are able to:

- Find a comprehensive list and general information on all IBM contracts available to the Commonwealth of Pennsylvania
- Research IBM's latest offerings, products, software, services and solutions
- Get help by easily locating technical and administrative support
- Access links to data such as industry information, references and related IBM news
- Request a quote: initiate an on-line request to the Commonwealth of Pennsylvania dedicated IBM representative for product pricing and configuration assistance
- View entitled pricing on IBM products

Content can be secured either at the specific ID level or at the domain level.

9. The Offeror must submit a transition plan that identifies the critical tasks that must occur to provide a smooth and orderly transition of functions between the outgoing contractor and the selected Offeror with minimal disruption to operations. The transition Plan should include:

- The strategy for transferring system responsibility to agency staff
- Areas that will require continued Offeror support;
- Timeline that will be applied to the transition plan;
- Responsibilities of each of the parties;
- Breakdown of activities that will be performed in the transition phase;
- Knowledge transfer process that supplement the Training Plan activities;
- Technical tools and Technical staff training
- Transfer data from current Vendor to Awarded Offeror

IBM is committed to the successful implementation of our software products at the Commonwealth. There are very few instances where complex software can be ordered and implemented by simply ordering a particular part number and spinning a CD. Rather, our past experience has been 180 degrees apart from a "box-to-dock" type of contract approach. Value-added services, both in the sales cycle and the implementation cycle are key to realizing the intended business benefits of implementing any software solution, including the broad suite of software that IBM can offer to the Commonwealth.

Our proposed approach to this contact would mirror that of our current Best-Value Server and Storage contract with DGS. No Commonwealth end user is going to sort through a list of more than 10,000 part numbers to pick the product or products that will solve the business problem he or she is currently facing. Our software specialists from the brands represented in Lots 2 through Lot 10 will be available to discuss each agency's particular business requirements and to match those requirements to software product functionality during the requirements definition and procurement process. Face-to-face meetings are the most effective vehicle for successful requirements definition, and IBM is prepared to support the Commonwealth with these resources. Further, the required services to ensure a functional

implementation can be identified and scoped by the product specialists as part of this process.

Agency staff will be notified via email and scheduled seminars of the changes involved in transitioning the current IBM software ordering process from Dell/ASAP to the IBM direct model. Our objective will be to make this transition as transparent as possible, and within 30 days of contract award we will endeavor to have the new ordering processes in place for this contract.

A minimum of three seminars will be scheduled in the first 90 days after contract award to educate agency professionals and procurement specialists on the changes needed for transition to the new IBM contract. Since IBM's administrative systems currently contain the installed inventory of IBM software sold through the Dell /ASAP contract, no transition or coordination will be required. Our goal is to provide the Commonwealth with a near seamless transition to the new contract, and since IBM is the publisher, and not just a "reseller" of our software, we can eliminate unnecessary overhead, uplift and delays in processing orders, while also directly providing end-to-end pre- and post-sale support.

10. The Offeror must submit an issue escalation plan. The escalation plan must place emphasis on restoring the satisfaction of the user. The plan should include notification to agency users, agency management, and Commonwealth Contract Officer as defined in the contract. The escalation process must include action to be taken by Offeror management at each step in the process.

Escalation Plan

Passport Advantage Online Customer Care

If a user has an issue with using the Passport Advantage Online system, they can always call Passport Advantage Online Customer Care. The contact information is below.

800-978-2246

paonline@us.ibm.com

US & Canada 800-978-2246 8:00 a.m. - 8:00 p.m. EST

Project Manager

Contacting the assigned Project Manager, Mark Johnson, is the next step a user can take when experiencing issues if contacting Passport Advantage Online via phone or email does not meet your need. IBM is a large company and with your software team you have many resources supporting you. However, your Project Manager, Mark Johnson, is your primary and Single Point of Contact, in any case. The Project Manager and Client Director, Gary Lurie, will have, at a minimum, pre-set monthly review meetings (weekly if required by the Commonwealth) with key Commonwealth stakeholders (users, management and CO) and in those reviews, any customer satisfaction issues will be discussed with a plan of resolution.

Backup Project Manager

If Mark Johnson is unavailable for an extended period of time (i.e. vacation, illness) the next step is to contact Brian McDermott who is the backup Project Manager. Should both Mark and Brian be unavailable please contact Rick Capen from the local IBM Client Management team.

Client Director

As a final point of escalation, if a user is not able to satisfactorily resolve an issue, they may contact the Commonwealth of Pennsylvania Client Director, Gary Lurie.

In any of the escalation steps described above, should a voicemail message be required, the IBM contact will get back to the Commonwealth within 24 hours.

Software Defect Support

Since IBM is in the unique role as both publisher and reseller in response to this RFP, as a courtesy, we are including a link to the Software Support Handbook which details the escalation procedure for software defect support. The link to the Software Support Handbook is below:

<http://www14.software.ibm.com/webapp/set2/sas/f/handbook/home.html>

11. The Offeror must submit a plan to have a central repository of all executed software licenses and titles that the Commonwealth procures through the contracts resulting from this RFP. This repository must be made available to the agencies online with access only to their agencies information. DGS and OA will be given the rights to view all agencies' information.

Passport Advantage Online will be the central repository for all license purchases and software procured. The site can be accessed by as many individuals/agencies as is deemed necessary. The site can be set up with DGS and OA having viewing rights for all agencies. It can also be set up such that the agencies themselves will only be able to view their own information.

12. The Offeror must describe the reporting process and include sample reports for Commonwealth procurement management and agency customers. Offerors should describe any enhanced reporting capabilities, capability to deliver reports electronically, ability to utilize the web-based tool to provide direct access to reports, and frequency of data updates in these reporting tools. Offeror must describe how and what kind of records will be kept, and on what schedule the invoicing is audited to insure contractual compliance.

IBM will work with the Commonwealth at the commencement of the contract to define the reports that are available and best match the Commonwealth's data reporting requirements for IBM software. Standard reports and queries are available through the IBM Passport Advantage web tools, which will provide ordering and licensing information, software support status, agency contact information and inventory management tools.

The sample reports on the following pages are an example of the types of data available and possible report formats. (Please note the information shown is for illustration purposes only).

Active entitlements

Contains currently active entitlements. Allows you to query based on type of entitlement (i.e., purchased, renewed, and allocated) and entitlement date range.

Active renewal quotes

Contains open renewal quotes for your site(s). Allows you to query open quotes based on agreement number, site number, reseller number, quote number, and/or renewal due date.

Order history

Contains orders placed by your site(s). Allows you to query based on type of order (i.e. purchases, renewal, media) and sales order date range.

Migration history

Contains migrations completed by your site(s). Allows you to query based on migration date.

Downloads history

Contains downloads completed by your site(s). Allows you to query based on download date range. The downloads history report displays history according to current agreement and site information on record. Agreement migrations are not taken into consideration.

Screen Shot Samples

On the following pages there are representative screen shots from Passport Advantage Online showing the main Passport Advantage screen, sign-in page, a check out page, and a proof of entitlement report.

The screenshot displays the IBM Passport Advantage Online main page. At the top, there is a navigation bar with the IBM logo and a search bar. Below the navigation bar, the page is divided into several sections:

- Left Sidebar:** Contains a 'Software and services online' menu with options like 'Software download & media access', 'Purchase & renewal', 'Shopping cart', 'Reporting', 'Entitlements', 'Account management', 'Reference', and 'Need assistance'. Below this is a 'Related links' section with links to IBM software support, online technical support, ShopSeries, and public instant messaging registration.
- Central Content Area:** Features a 'Software and services online' header with the subtitle 'Access to downloads, account information and commerce'. Below this is a 'Find your most requested functions under "Find it fast" in the right column.' prompt. A large banner for 'Passport Advantage Online' is displayed, accompanied by an image of three business professionals. Below the banner, there is a link to 'Passport Advantage Online Help'.
- Right Sidebar:** Includes a 'Select a language' dropdown menu set to 'English'. Below this is a 'Find it fast' section with a list of quick links: 'Download software', 'Download Patches and Fixes', 'Online technical support', 'Add site number to your IBM id', 'Add new users', 'Change or delete user access', 'Process users requesting access', 'Place a new license order', 'View Proof of Entitlement certificate', 'Value Unit Calculator', and 'Order Media or Doc Pack'. At the bottom of the sidebar is a 'We're here to help' section with an 'E-mail us' button and contact information: 'or call us at 01475 896688 8:00 to 17:00 GMT/BST'.
- Main Content Area (Below Banner):** Contains a 'Navigation help' section with three columns of links:
 - Software download & media access:** Download software updates and order software media.
 - Purchase & renewal:** Purchase new licenses, Software Subscription and Support Renewals for existing licenses or extensions of fixed term licenses.
 - Shopping cart:** Check out, view saved shopping carts, and view order status.
 - Reporting:** View reports about downloaded software, media order history, entitled software, migration history, purchase history, and active renewal quotes.
 - Entitlements:** View Proof of Entitlement certificates, view entitlement allocations, and update entitled allocations.
 - Account management:** Manage contacts, add, change or delete user access, change password and view contract details.
 - Reference:** View reference library, news history, and FAQs.
 - Need assistance:** View eCustomer Care contact information.

Main Passport Advantage Page

Sign In page

Check out page



International Business Machines Corporation

International Business Machines Corporation, PO Box 643690, Pittsburgh, PA 15264-3690

Proof of Entitlement

Administration Contact :

Attn: Jim McGinniss
 BUR INFORMATION SYS
 NA
 4TH AND WALNUT STS
 8TH FLOOR STRAWBERRY SQ
 HARRISBURG PA 17128
 UNITED STATES



This Passport Advantage Proof of Entitlement, supported by your matching paid invoice or receipt, is evidence of your level of authorized use of the Eligible Products listed below. All Eligible Products are provided to you subject to the terms of the IBM International Passport Advantage Agreement.

Passport Advantage Agreement Number: 33251
 IBM Customer Number: 1982296
 Relationship SVP Level: GV

Passport Advantage Site Number: 7088975
 Anniversary: 01-Nov

IBM Order Reference Number: 52593935
 Total points on this order: 2,097.38

IBM Order Reference Date: 05-Jan-2009
 Order SVP Level: GV

Passport Advantage Customer:

Pennsylvania-Dept. of Revenue
 4th & Walnut Streets
 8th Floor, Strawberry Square
 HARRISBURG PA 17128-0800
 UNITED STATES

Transaction Business Partner: ASAP Software Express

Quantity	Part Number	Description	Software Subscription and Support Coverage Dates
6,480	B029ELL	IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal Total points for this item: 388.90	01-Nov-2008 - 31-Oct-2009

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage
 IBM's International Program License Agreement and product License Information documents: ibm.com/software/ipla
 IBM Software Support Web site: ibm.com/software/support IBM Customer Number: 1982296

Page 1 of sample Proof of Entitlement Report

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

Quantity	Part Number	Description	Software Subscription and Support Coverage Dates
160	E029ELL	IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal Total points for this item: 9.60	01-Jul-2009 - 31-Oct-2009
10	E029ELL	IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal Total points for this item: 0.60	01-May-2009 - 31-Oct-2009
20	E029ELL	IBM Tivoli Storage Manager Extended Edition 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal Total points for this item: 1.20	01-Mar-2009 - 31-Oct-2009
1,830	E028WLL	IBM Tivoli Storage Manager for Databases 10 Processor Value Units (PVUs) Annual SW Subscription & Support Renewal Total points for this item: 201.30	01-Nov-2008 - 31-Oct-2009
100	E024QLL	IBM DB2 Express Edition Processor Value Unit (PVUs) Annual SW Subscription & Support Renewal Total points for this item: 5.00	01-Nov-2008 - 31-Oct-2009
8	E1B79LL	IBM DB2 Workgroup Server Edition Authorized User Annual SW Subscription + Support Renewal Total points for this item: 2.64	01-Nov-2008 - 31-Oct-2009
200	E025SLL	IBM WebSphere Application Server Network Deployment Processor Value Unit (PVU) Annual SW Subscription & Support Renewal Total points for this item: 28.00	01-Nov-2008 - 31-Oct-2009
100	E02HKLL	IBM WebSphere Application Server Express Processor Value Unit (PVU) Annual SW Subscription & Support Renewal Total points for this item: 2.00	01-Nov-2008 - 31-Oct-2009
50	E0558LL	IBM Rational HIS for Multiplatforms, Concurrent User SW Subscription & Support Renewal Total points for this item: 23.50	01-Nov-2008 - 31-Oct-2009
100	E02AULL	IBM WebSphere Message Broker Processor Value Unit (PVU) Annual SW Subscription & Support Renewal Total points for this item: 80.00	01-Jan-2009 - 31-Oct-2009
400	E02AULL	IBM WebSphere Message Broker Processor Value Unit (PVU) Annual SW Subscription & Support Renewal Total points for this item: 320.00	01-Nov-2008 - 31-Oct-2009
2	E02K4LL	IBM DB2 Connect Enterprise Edition 25 Concurrent Users Annual SW Subscription & Support Renewal Total points for this item: 18.66	01-May-2009 - 31-Oct-2009

IBM Order Reference Number: 52593935

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla

IBM Software Support Web site: ibm.com/software/support IBM Customer Number: 1982296

Page 2 of sample Proof of Entitlement Report

13. The Offeror should submit any value added services the Offeror will provide to Commonwealth at no additional cost. These services may include but are not limited to a usage management tool, tiered pricing, and notification of renewal of licenses or service agreements to the agencies, etc.

IBM is committed to provide the thought leadership and added value required to complement the Commonwealth's strategic investments in our software. IBM's value added services included in this proposal focus on the common issues facing the Commonwealth to supplement the included software procurement and leverage the agencies' operations and support infrastructure. Through the proper use of tools and process improvements, IBM is offering a different way to complement what the Commonwealth already has and provides additional enterprise wide improvements and cost savings.

IBM's proposed value added features and services to the Commonwealth include the following:

- IBM will provide local pre-sales technical and architecture support to Commonwealth agencies to provide complex solution advice and support, enabling the Commonwealth to realize optimum return on its software investment.
- IBM will offer technology and business reference architectural reviews, software strategy assessments and Business Value Solution Assessment (BVSA) on a monthly or ad-hoc basis based upon the Commonwealth needs.
- IBM will offer a quarterly account review to review lot-by-lot usage models and licensing as well as software support agreement renewal analysis.
- IBM will offer to support User Group meetings by software brand or lot. For these meetings, IBM will provide guest speakers and/or software demonstrations, as appropriate.
- IBM will include up to 8 education and/or Proof of Technology (POT) sessions per contract year, with up to 30 Commonwealth attendees per session at our Mechanicsburg location. Topics will include but not be limited to:
 - Brand/lot software overviews and updates
 - Brand/lot specific reference use cases
 - Government industry solution updates
 - Shared Services and Cloud Computing
 - Information Lifecycle Transformation
 - Smart Software

IV-4. Contract Requirements

All contract requirements must be met or exceeded by the awarded Offeror throughout the entire contract term.

1. The awarded Offeror must include in its reseller agreement a requirement that the software publisher enter into a software license agreement with the Commonwealth that includes the requirements set forth in Appendix E – Commonwealth Software License Requirements. Appendix E must be attached to and made part of each software publisher’s license agreement for software purchased through this Contract.

The awarded Offeror must maintain a copy of all executed license agreements entered into by the Commonwealth.

IBM agrees.

2. The awarded Offeror must have a Project Manager available throughout the life of the contract. The Project Manager will function as the Offeror’s authorized point of contact with Commonwealth and must be available to respond promptly and fully to all contract requirements. The Project Manager’s responsibilities will include, but will not be limited to: providing administrative, supervisory, and technical direction to project personnel; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures. The Project Manager will meet monthly with the agencies in either a group or individual setting for the first six (6) months of the contract. Agencies may continue meetings with the Project Manager as necessary. The Project Manager must be an employee of the selected Offeror and must be authorized to make binding decisions on behalf of the selected Offeror and all subcontractors. The Project Manager may not be reassigned during the contract period without sixty (60) days prior written notice and Commonwealth’s consent.

IBM agrees.

3. The awarded Offeror must establish a secure e-procurement site personalized for the Commonwealth of Pennsylvania which lists the products, services, and related pricing approved by DGS Bureau of Procurement. The awarded Offeror must accept a purchasing card and a valid PO number for payment of portal purchases.

The secure e-procurement site must have the capability to generate daily reports that reflect all the items ordered by Agency/Bureau for any given time frame throughout the term of the contract. The secure e-procurement site must also allow for adhoc reporting requirements.

The Offeror must remove any software title from the secure e-procurement site at the direction of the Commonwealth. Items not approved by the Commonwealth may not be displayed on the site. Repeated failure to remove software titles when directed may result in cancellation of the contract.

The secure e-procurement site must allow searches by, including but not limited to Volume License Agreement, Software Publisher, product name, Publisher SKU, Purchase Order number, and type of software (e.g. GIS, database).

The secure e-procurement portal must also contain line items for maintenance and support for all software titles available through the site.

The secure e-procurement site must allow agency users the ability to print a quote directly from the shopping cart to attach to the agency PO.

The IBM Passport Advantage website is secure. It is to be managed by the primary contact and the user(s) must create a unique id and password. The Commonwealth will have access to order products in the online catalog and pricing will be based on the Commonwealth's approved pricing level.

The Passport Advantage site can accept purchase orders. Per the Commonwealth's official answer to question 49 in the Vendor Q&A, "A procurement card is the same as a credit card." The Passport Advantage site is set up to accept credit cards, and IBM will accept Visa MasterCard, and American Express.

The site will not generate daily reports for purchases. However, it can generate a purchase history that reflects date ranges selected by the user. Additionally, reports are available on transaction history, download history and active entitlements at the Enterprise or Site level.

The product catalog for ordering is not customized by site; the site cannot remove individual software titles. The available products to download, however, are based on the approved entitlements and thus availability of individual software titles for download can be disabled. No software other than what is purchased by the customer is listed on the site.

There are different types of searches based on which tool the customer accesses in the site. Below is a screen shot showing the search parameters available to search for order history:

The screenshot shows a search interface for order history. It includes the following elements:

- Type of order:** A section with four checkboxes:
 - All
 - Licenses
 - Reinstatement or renewal of Software Subscription and Support
 - Media and documentation
- Sales order date:** A section with 'From' and 'To' labels. Each label has three dropdown menus for Day, Month, and Year. The 'To' dropdowns are currently set to 29, January, and 2010.
- Sort by:** A dropdown menu with a list of options:
 - Select one of the following
 - Select one of the following
 - Agreement number
 - Sales order date
 - Sales order number
 - Order type
- Buttons:** At the bottom, there are two buttons: 'Submit summary report' and 'Save as default'.

Passport Advantage does support maintenance for all software titles available.

The site will only show the entitled price level. The Proof of Entitlement will show the purchase order if ordered directly from IBM. The software subscription and support renewal quote will be viewable online after the quote has been generated by IBM. The site will allow the ability to print out a quote.

4. The awarded Offeror must propose a means of making any information needed to log in to the catalog available to any agency who is to do so, whether by assigning different codes to each agency or by establishing a single set of login codes and distributing these codes to agency. With the established logins, agency personnel must be able to run real time reports including but not limited to contract utilization, license tracking and order fulfillment for their agency. The Offeror must agree to provide at a minimum, quarterly utilization reports to the Commonwealth. Quarterly reports shall include at a minimum, a summary report with the sales for the period, subtotaled by the purchasing entity name, and a detailed report containing the line item details of each purchase order by agency, bureau/purchasing organization, and software publisher.

IBM registration allows an unlimited number of users to have their own user IDs and passwords to access the tool. The Primary Contact for your organization must be the first to register, and may grant access to other users. Up to four users can have Secondary Contact access, allowing them to grant access to additional users. There is no limit to the number of people who can have user access. The site allows users to view in real time software license usage. Passport advantage online is the repository for all software – reports can be generated with account activity; these reports may be viewed online and/or downloaded which include the following:

- **Active entitlements** -- search your active entitlements by entitlement type (e.g. purchased, renewed, allocated)
- **Order history** -- search orders placed by your sites; you may search by order type (e.g. purchased, renewed, allocated) or date
- **Migration history** -- search migrations completed by your sites; you may search by date
- **Downloads history** -- search downloads completed by your sites; you may search by date

5. The awarded Offeror must provide quotes for software to be purchased within a maximum of two (2) business days after receiving a request for a quote, for software currently in the Offeror's catalog.

IBM agrees.

6. The awarded Offeror must provide software related services in conjunction with software purchased from the resulting contract, including installation, implementation, training, and configuration. The total cost of the services may not exceed 40% of the software cost (i.e. licensing cost, excluding software support and maintenance). The purchaser must complete and attach Appendix J - Statement of Work to the purchase order (PO) when procuring services through this contract. If the services are not

purchased at the same time as the software title, the purchaser must reference the PO used to purchase the software in the text block of the PO used to purchase the services.

The Commonwealth may purchase certain standalone services from the resulting contracts if the services relate to a prior software purchase. Except for training services, ALL purchase orders for standalone services over \$25,000 must be approved by DGS.

The awarded Offeror must provide the Commonwealth the option to purchase software support and maintenance at the same time the software is purchased or at any time during the contract term. Software support and maintenance costs are not considered “services” for the purpose of this section and may exceed 40% of the software cost. If support and maintenance are not purchased at the same time as the software title, the purchaser must reference the PO used to purchase the software in the text block of the PO used to purchase the support and maintenance.

IBM will utilize the referenced SOW (Appendix J) as a framework for services to be delivered under the contract.

7. The awarded Offeror shall be responsible for, including but not limited to, management of license agreements, including reporting to the Software Publisher, tracking of license/agreement numbers and assisting Agencies with enrollment/activation procedures if applicable.

IBM is the Software Publisher for Lots 2 through 10. As such, there is no reporting required.

8. The awarded Offeror must honor all quotes for ninety (90) calendar days, regardless of price increases. The Offeror will be responsible for misquotations and must offer the Commonwealth the lowest quote it receives for the required products.

IBM complies.

9. The awarded Offeror must make delivery within a maximum of ten (10) business days after receipt of an order for 95% of all orders for the term of the contract. Commonwealth will review this Service Level Agreement on a quarterly basis. If this Service Level Agreement is not met in two (2) consecutive quarters, the Commonwealth will require the Offeror to submit a corrective action plan to meet this Service Level Agreement. If this Service Level Agreement is not met after the corrective action plan is implemented the Commonwealth reserves the right to terminate the Contract.

It has been our experience that most of the software ordered by the Commonwealth is downloaded from the Passport Advantage website. IBM will satisfy the ten (10) business day receipt requirement through this vehicle. Each Commonwealth agency can also request one copy of physical media per version per product using the Passport Advantage Online tool.

10. The awarded Offeror must deliver or drop ship software to any location requested by the Commonwealth, including OEMs or hardware resellers holding Statewide Contracts, so that the software can be configured and installed on hardware systems for delivery to an agency. If the software is defective, or if the incorrect product is delivered, the Offeror must accept returns, without charge to the Commonwealth. The Offeror is responsible for return shipping and packaging costs and for reshipment costs including restocking fees.

Software is delivered via electronic download. Each Commonwealth agency also has the option of requesting shipment of physical media, after the order has been processed, via the Passport Advantage Online web site. The ship-to address is specific to the Passport Advantage site and the agency that placed the order. New additional Passport Advantage sites can be set up as needed. If the software is defective, the Commonwealth should call the assigned project manager and follow the escalation procedure as outlined in Section IV-3 Number 10.

11. INFORMATION TECHNOLOGY BULLETIN (ITB) COMPLIANCE

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

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

As it applies to ancillary services supplied under the terms of this contract, IBM understands and will comply with the Commonwealth's Information Technology Bulletins (ITBs). We understand that these IT-related policies apply to agencies, boards and commissions under the Governor's jurisdiction and specify the Commonwealth's enterprise product standards and direct specific practices that need to be followed or avoided.

12. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&PageID=458621&level=2&css=L2&mode=2>. The background check must be conducted prior to initial access and on an annual basis thereafter.

The Pennsylvania State Police (PSP) has established a web-based computer application called "Pennsylvania Access To Criminal History," (PATCH). IBM is familiar with this system, and many of the individuals currently covering the Commonwealth have been checked through the PATCH system. All IBM software product specialists listed in the organization chart in Section IV-3, 2 will be checked through the PATCH system, and validated on an annual basis, if they require system access, either through onsite or remote access.

- (b) Upon request of the Commonwealth, the Contractor must provide written confirmation that the background checks have been conducted.

Post award, IBM will provide all PSP PATCH background check data requested by the Commonwealth.

- (c) If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

IBM will comply.

- (d) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein. Nothing in this section shall be deemed to require the Contractor to provide the Commonwealth with confidential or personal information of its employees.

IBM will comply.

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

IBM employees are typically escorted by Commonwealth employees, when performing on-site work at the agency location. IBM will comply with specific terms identified on a Commonwealth purchase order. Should the exchange of confidential information be required, it will be done under the terms of appropriate agreements between the Commonwealth and IBM.

IV-5. Contract Requirements – Disadvantaged Business and Enterprise Zone Small Business Participation

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least 50% of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within 10 workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

IBM has supplied the response to Disadvantaged Business Participation and Enterprise Zone Small Business Participation in the separately sealed envelope as requested in the RFP.

II-4. Prior Experience

Include experience in reselling software and services from multiple publishers. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

IBM as a publisher of Lots 2-10 is choosing to respond directly to this RFP. IBM conducts business in over 170 countries and sells the software listed in this RFP in all of those countries. In 2009, IBM generated \$21.4 billion in revenue in the Software segment. Most of these sales were from the Middleware segment which is represented by Lots 2 through 10. IBM has extensive experience selling our software across the world. This includes sales of IBM heritage products such as DB2 and Mainframe software that IBM has developed in house and published. Over the years, IBM has acquired multiple Software companies and has a highly successful tenure in publishing and reselling their software. A few examples of these acquisitions include Lotus, Rational, FileNet, Cognos, Ilog and Optim.

Some current IBM Software customers that are also references for the Commonwealth are listed below.

Client Name	NASA (Solutions for Enterprise-Wide Procurement) SEWP IV
Location:	Eagan, MN
Customer Contact:	<p>Ms. Joanne Woytek joanne.r.woytek@nasa.gov SEWP Program Office (BOWL) 10210 Greenbelt Road, Suite 270 Lanham, MD 20706 Phone (301) 286-1478 Fax (301) 286-0317</p> <p>Tab Schreiner tab_a_schreiner@nbc.gov 303 564-8108 Infrastructure Architect 7301 W. Mansfield Street Denver CO, 80235</p>
Project Description:	<p>SEWP IV is a direct 7 year contract between NASA and IBM. SEWP stands for Solutions for Enterprise-Wide Procurement. The name reflects the ability to obtain mission critical, cutting edge and high-end IT products including hardware and software and product-based solutions (e.g. installation, maintenance) for individual, site or agency-wide requirements. The contract was</p>

Client Name	NASA (Solutions for Enterprise-Wide Procurement) SEWP IV
	<p>awarded to 38 contract holders (one of which is IBM direct, the reference being provided here) including twenty-one small businesses; of which 5 are 8(a)s and eight are Veteran-Owned Businesses including six SDVOSB (Service Disabled Veteran Owned Small Business). There are also several non-competed 8(a) Set-Aside Contractors. IBM maintains a catalog of IBM products and services with NASA and NASA has automated the catalog, RFQ processes and ordering procedures for government agencies utilizing the SEWP contract for IT procurements with a minimal surcharge of .5%. For more information, please see the NASA SEWP IV website: www.sewp.nasa.gov.</p>

Client Name	Miami Dade County
Location:	Miami, FL
Customer Contact:	<p>Julian R. Manduley Procurement Contracting Officer Department of Procurement Management Technical Services Division Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, FL 33128 Phone: 305-375-2179 Fax: 305-375-5688</p> <p>Carmen Suárez, Systems Support Manager Enterprise Technology Services Department 5680 SW 87 Avenue Miami, FL 33173-1618 Phone: 305-596-8437 Cellular: 786-218-1066 Fax: 305-596-8814</p>
Project Description:	<p>Miami-Dade County, Florida is the fourth largest local government in the United States with 30 thousand employees and an operating budget of \$8B. Miami-Dade has established a comprehensive master contract with IBM for IBM Hardware Maintenance, IBM Software (Passport Advantage Software and Mainframe Software), Software Maintenance and Support, and complementing Professional Services. The contract has a one year term with five 1 year options to renew.</p>

Client Name	University of Pittsburgh Medical Center (UPMC)
Location:	Pittsburgh, PA
Customer Contact:	Jim Vellella Director of Support 3600 Forbes on Meyran Pittsburgh, PA 15213 412-647-3474
Project Description:	University of Pittsburgh Medical Center (UPMC) an \$8 Billion integrated healthcare system, is the largest employer in western Pennsylvania and one of the most renowned academic medical centers in the United States. With 50,000 employees, it comprises 20 hospitals, a network of other care sites, a wholly owned health plan, and international and commercial ventures. UPMC is in the fifth year of an 8 year agreement with IBM for the purchase of IBM hardware, software, services and support.

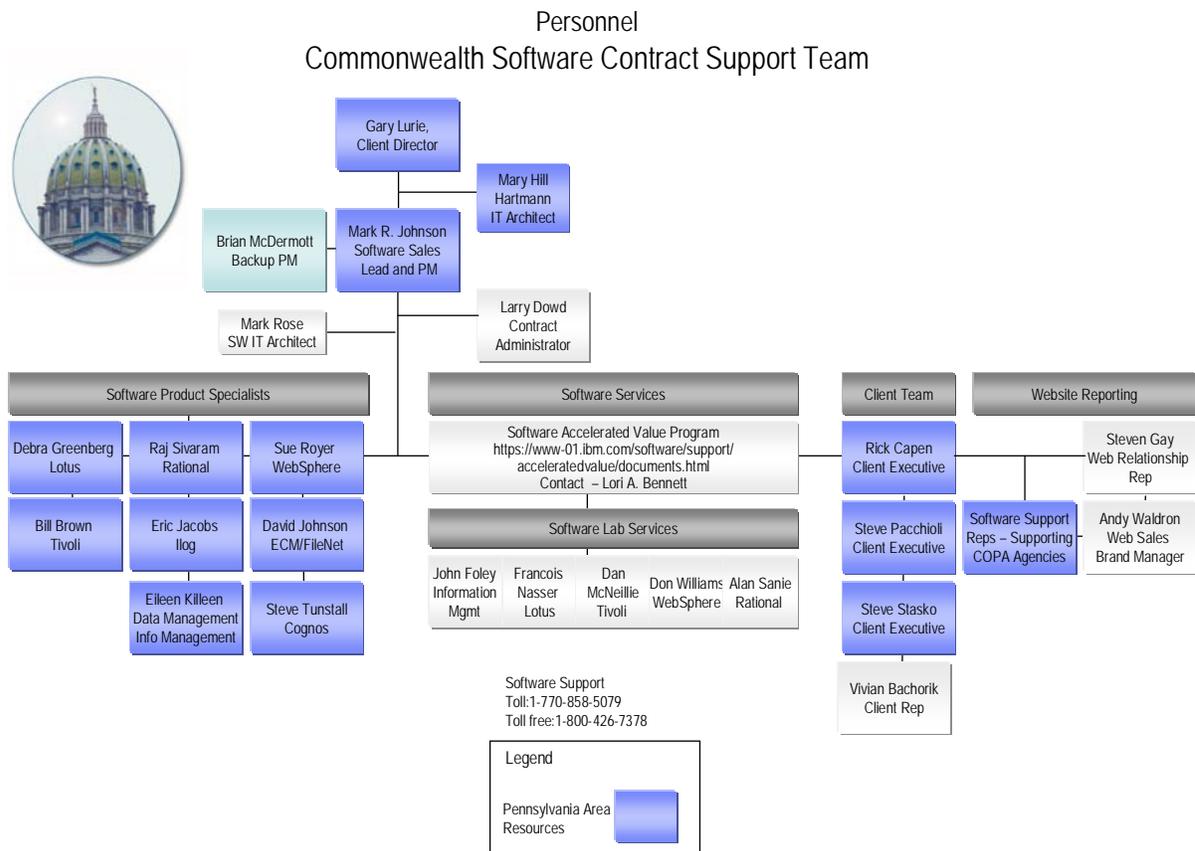
Client Name	Branch Banking & Trust (BB&T)
Location:	Winston-Salem, NC
Customer Contact:	Christy Bradley Orazi IT Financial Business Services Branch Banking & Trust (BB&T) 919-745-5023 COrazi@bbandt.com
Project Description:	BB&T, the 8th largest bank in the United States, procures all of its Passport Advantage and System z One Time Charge software directly from IBM. BB&T currently procures software with IBM through an Enterprise License Agreement. To help manage the deployment and license management of their software, BB&T utilizes the Enterprise Software Management Tool (ESMT) provided to BB&T free of charge by IBM.

II-5. Personnel

Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel such as the Project Manager and Account Representatives, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in reselling software and services from multiple publishers. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

IBM has assembled an implementation team consisting of IBM resources with deep skills and proven experience. The team will be managed locally by IBM's Commonwealth business unit.

Should the volumes of requests for purchases become large enough, IBM has the breadth and depth to add additional staff, as needed. The Project Team structure is represented in the following figure, with roles and responsibilities described in detail.



IBM Project Management Team

IBM Project Manager – Mark Johnson

The IBM Project Manager will control the overall project both from a management and a contractual standpoint. Effective project management is required to plan, schedule, and control performance of tasks and subtasks. The Project Manager, Mark Johnson, will establish the Project Office in order to provide a focal point for which all documentation and communication will flow. Mark Johnson will be the focal point for all Commonwealth agencies for any products or services provided by IBM under this contract.

IBM Software IT Architect – Mark Rose

The IBM Software IT Architect will support the software contract and the Commonwealth agencies by providing software architecture assistance and product selection. Mark will also assist the IBM Project Manager, Mark Johnson, with managing the tasks for the recommended software solutions.

IBM Certified Client IT Architect – Mary Hill-Hartman

The IBM Client IT Architect (CITA) will support the IBM Project Office and Commonwealth agencies by providing architecture assistance and product selection with large, complex consolidation and virtualization solution development.

IBM Product Team

IBM Product Specialists

The IBM Product Specialists will provide the Commonwealth agencies with consulting services to determine the best possible solution for the business problem to be solved. Product specialists are available for all IBM Software products available under this contract. All product specialists from IBM who are currently supporting the Commonwealth will continue to do so for proposed products and services. Product specialists assigned to support the Commonwealth include the following individuals:

- Lotus – Debra Greenberg
- Rational – Raj Sivaram
- WebSphere – Sue Royer
- Ilog – Eric Jacobs
- ECM / FileNet– David Johnson
- Data and Information Management– Eileen Killeen
- Cognos – Steve Tunstall
- Tivoli – Bill Brown

IBM Client Team

IBM Client Managers – Steve Stasko, Rick Capen, Steve Pacchioli and Vivian Bachorik

The IBM Client Team is responsible for overall client satisfaction of the Commonwealth agencies. The client team is available to coordinate efforts of the entire IBM team on behalf of Commonwealth agencies. The Client Team will assist agencies in engaging the proper IBM resources to architect solutions that fit agency business needs. In addition, the client team is the escalation point for any client satisfaction issues with any IBM product or service. The client team has on average 25 years of IT Industry experience.

Mark Johnson

Client Software Leader
IBM Corporation
2020 Technology Parkway
Mechanicsburg, PA 17050

PROFESSIONAL EXPERIENCE:

A 28 year veteran of the Enterprise Business Application (EBA) software business, Mark Johnson joined IBM in 2006 as part of the FileNet Corp. acquisition (a leading provider of ECM solutions). Prior to joining FileNet, Mr. Johnson was lead consultant on federal government business development for OpenText Corporation (OTEX) also in the ECM market. Over half of Mr. Johnson's career has been selling to the US Federal Government (Department of Defense and several Civilian agencies) and associated Account Management/Service. He also has strong experience supporting large and complex Defense contractors such as Raytheon, Lockheed Martin, Boeing, Northrop Grumman and General Dynamics to name a few. Mr. Johnson also has experience with Foreign Governments in the Middle East, Europe and Asia in software sales and servicing.

Mr. Johnson joined the Commonwealth team in January 2010 as Software Client Leader, after a two-year International Assignment in Asia Pacific with IBM ECM. While in Asia, he sold to and serviced some of the largest customers in the world including the Chinese Government and several Chinese banks and insurance companies with over 1 million employees or 1 million branch offices. During his first year at IBM, Mr. Johnson was an ECM Software Brand Sales Representative in Virginia, calling on a number of large scale commercial customers including CSC, Capital One, CarMax, CareFirst and the District of Columbia Government where he led the account management of FileNet as an enterprise standard in a shared services model.

Previous experience was focused on a broad and diverse set of venture capital start-ups and small to medium sized software companies (over 10 employers in 20 years) in the EBA market. Mr. Johnson's efforts spanned a wide range of industries to include financial services, government, and discrete and process manufacturing – with a focus on Global 2000 clients and large scale sales, account management, and implementation services. Mr. Johnson has experience in a wide range of enterprise business applications besides ECM to include ERP, CRM, ALM, Collaboration/Portal, BPM and PLM.

EDUCATION:

BA in Political Science and Sociology from Hastings College

MS Executive Program Certificate in Systems Management from the University of Southern California (USC)

Mark Rose

Senior IT Architect
Software IT Architect
Certified SOA Solution Designer
Certified IT Architect
Certified Lotus Professional
IBM Corporation
West Chester, PA

PROFESSIONAL EXPERIENCE:

IBM

Responsible for the design and development of solution architectures and strategic applications and infrastructures at a number of client engagements. Systems developed include: knowledge management, content management, and workflow automation systems that are typically deployed on a world-wide basis. Complex system design work utilizing tools like Enterprise Integrator and Enterprise Solutions Builder to integrate with back-end and ERP systems like SAP and PeopleSoft. Developed strong proficiency in solutions delivery methods including: engagement management, enterprise deployment, collaborative development, transformation management and process innovation.

PROJECT EXPERIENCE:

Commonwealth of Pennsylvania – Current Responsibilities

Software IT Architect supporting all Commonwealth agencies. Help match Commonwealth requirements with IBM solutions. Deliver reference architectures and solution designs. Provide links to best practices and to IBM subject matter experts, provide leadership in newer technology areas that help the Commonwealth to deliver constituent services in a more agile, responsive and cost-effective way.

Andersen Consulting

Responsibilities included re-architecting a Sales Automation/Order Management tool for a large pharmaceutical company. The system was utilized by the company's global sales force. Directly responsible for significantly improving the performance of back-end process as well as improving the user experience with a more effective front-end.

EDUCATION:

B.S., Computer Science, Lake Forest College – Lake Forest, IL

Mary Hill-Hartman

Client IT Architect
IBM Corporation
2020 Technology Parkway
Mechanicsburg, PA 17050

PROFESSIONAL EXPERIENCE:

IBM

Over thirty years of IT experience. Assignments have focused on complex infrastructure systems design and implementation of COTS and custom applications; IT strategic planning; IT server and storage consolidation consulting, planning and implementation; IT service management process consulting; and systems management tool implementation. Ms. Hill-Hartman has been assigned to the IBM Commonwealth of Pennsylvania team since 1995.

PROJECT EXPERIENCE:

Commonwealth of Pennsylvania – Current Responsibilities

Lead architect and project advisor for infrastructure and systems management systems design to support the Department of Labor & Industry's Unemployment Compensation Management System (UCMS) custom developed application. Currently providing IT service management consulting, virtualization and efficiency consulting, and operational support management. (2006-current).

Lead architect for complex Commonwealth agency server/storage procurements and server, storage, and SAN consolidation efforts in support of Commonwealth's 5850-04 Contract. Currently providing project planning and support of complex installations. Responsible for overall technical customer satisfaction. (2004-current).

Commonwealth of Pennsylvania – Recent Projects

Lead architect and project executive for the design, build, and installation of the SAP ERP environment for the Commonwealth's IES project. Provided architecture design consulting for a major infrastructure consolidation effort in 2006. Managed a large implementation team in the following areas: facilities, platform architecture and support, operations management, and capacity and performance consulting. (2003-2006).

Lead architect for design of systems infrastructure to support complex, statewide network design and implementation at Department of Labor & Industry. Developed high level design and systems management strategy for systems management pilot. Led Department's server farm consolidation analysis and oversaw migration to centralized storage management and backup strategy.

Team leader for distributed systems management architecture for new infrastructure to support mission-critical distributed application set at Bureau of Workers' Compensation. Team leader for ongoing integration and architect for infrastructure expansion including migration and server consolidation to new platforms.

Lead architect at Office of Vocational Rehabilitation for statewide, distributed system and application architecture for new infrastructure design and implementation, deputy project manager, and ongoing architect for application and infrastructure strategy to meet business plan.

Part of the architecture design team for the Pennsylvania State Police Enterprise Network and other PSP projects, including platform, systems management and implementation planning.

Other Experience

Managed up to 17 technical specialists for distributed systems, personal systems hardware and software, retail industry, and large systems client support. Responsible for technical viability of solutions, continuing support, solutions assurance process and client satisfaction. Developed organizational requirements and implementation of personnel for IBM technical support teams.

Member of IBM Global Public Sector Technical Leadership Team.

EDUCATION:

B.S., Math and Business Administration, Westminster College – New Wilmington, PA

Attended Penn State, Masters of Public Administration Program – Middletown, PA

IBM IT Architect Certification – December 1999, re-certified in May 2003, 2006

Over 1200 hours of IBM Education: IT architectures, server and storage optimization, IT service management consulting, project management, personnel management and leadership.

Debra Greenberg

Lotus Sales Specialist
IBM Corporation
6710 Rockledge Drive
Bethesda, MD 20817
301-803-3310

PROFESSIONAL EXPERIENCE:

IBM

I have had twenty-five years of experience at IBM. While the first 3 years of my IBM career were focused on programming and development, the last 22 years have been focused on messaging and collaboration tools. At first, I focused on mainframe-based email solutions. I then moved into the services organization and focused on application development of Lotus Notes Applications. For the last 14 years I have been involved with the sales and support of Messaging, Collaboration, and Portal solutions.

PROJECT EXPERIENCE:

Commonwealth of Pennsylvania – Current Responsibilities

Lotus Sales Specialist supporting all Commonwealth agencies. Help match Commonwealth requirements with IBM solutions. Deliver capacity sizing's and price proposals. Answer questions on software licensing, such as licensing for virtualized environments, as well as on migrating to current versions. Provide links to best practices and to IBM subject matter experts, provide leadership in newer technology areas that help the Commonwealth to deliver constituent services in a more agile, responsive and cost-effective way.

Commonwealth of Pennsylvania – Recent Projects

Supported the following agencies in their use of Lotus software: Office of Administration and Pennsylvania Higher Education Assistance Agency.

Helped to ensure the IBM LotusLive Software as a Service (SaaS) solutions appear on the ITS ITQ.

EDUCATION:

B.S., Computer Science, University of Maryland, College Park.

Raj Sivaram

Rational Sales Specialist
IBM Corporation
2300 Dulles Station Blvd.
Herndon, VA 20171

Sales Professional with over 15 years experience in the information technology sector. Assignments include working with clients to recognize value through implementing Application Development Solutions. Mr. Sivaram has been supporting the IBM Commonwealth of Pennsylvania starting at the beginning of 2004.

PROFESSIONAL EXPERIENCE:

IBM March 2003 – Present

Rational Sales Specialist.

- Work with clients to understand current challenges and which IBM Solutions can be implemented to fit the client needs. Help clients to determine return on investment and total cost of ownership
- **Commonwealth of Pennsylvania – Current Responsibilities** - Rational Specialist supporting all Commonwealth agencies. Help match Commonwealth requirements with IBM solutions. Deliver capacity sizing's and price proposals. Answer questions on software licensing, such as licensing for virtualized environments, as well as on migrating to current versions. Provide links to best practices and to IBM subject matter experts, provide leadership in newer technology areas that help the Commonwealth to deliver constituent services in a more agile, responsive and cost-effective way.
- **Commonwealth of Pennsylvania – Recent Projects** - Led the IBM team that responded to the Commonwealth RFP for an Enterprise Standard – Requirements Management and Test Management. The IBM tools were selected to be on the Commonwealth's Enterprise Standards list (2009).
- Supported the following agencies in their use of Rational software: Office of Administration, Department of Revenue, Department of Labor & Industry, Department of Transportation, Pennsylvania Justice Network, Pennsylvania State Police, Pennsylvania Higher Education Assistance Agency, Pennsylvania Environment Protection Agency and Department of Health.

Rational Software March 1998 – March 2003

Technical Sales Specialist

- Worked with customers to implement Rational solutions according to their processes and needs
- Worked on the pre-sales technical team to understand the customers business and technical needs

EDUCATION:

B.E. Computer Science – University of Madras

M.S. Computer Science – University of Texas at Arlington.

Sue Royer

WebSphere Specialist
IBM Corporation
100 East Pratt Street
Baltimore, MD

PROFESSIONAL EXPERIENCE:

IBM

Over twenty-eight years of IT experience. Assignments include working with clients on implementing web transaction processing, application integration and service-oriented architecture projects, as well as business process management. Prior to working with clients, assignments included software development, marketing, capacity planning, and managing a team of IBM system programmers and database administrators. Ms. Royer has been assigned to the IBM Commonwealth of Pennsylvania team since 2006.

PROJECT EXPERIENCE:

Commonwealth of Pennsylvania – Current Responsibilities

WebSphere Specialist supporting all Commonwealth agencies. Help match Commonwealth requirements with IBM solutions. Deliver capacity sizings and price proposals. Answer questions on software licensing, such as licensing for virtualized environments, as well as on migrating to current versions. Provide links to best practices and to IBM subject matter experts, provide leadership in newer technology areas that help the Commonwealth to deliver constituent services in a more agile, responsive and cost-effective way.

Commonwealth of Pennsylvania – Recent Projects

Led the IBM team that responded to the Commonwealth RFP for an Enterprise Standard - Business Rules Management System. The IBM ILOG Business Rules Management System was selected to be on the Commonwealth's Enterprise Standards list (2009)

Led the IBM team that responded to the Commonwealth RFP for an Enterprise Standard - Business Process Management System. WebSphere Business Process Management was selected to be on the Commonwealth's Enterprise Standards list (2008)

Organized and delivered education for the Commonwealth of Pennsylvania, including on DataPower SOA Appliances, the WebSphere Service Registry & Repository, WebSphere Business Modeler, Current versions of WebSphere MQ and WebSphere Application Server (2006 – 2009).

Supported the following agencies in their use of WebSphere software: Office of Administration, Department of Revenue, Pennsylvania Lottery, Department of Public Welfare, Department of Labor & Industry, Department of Transportation, Pennsylvania Justice Network, Pennsylvania State Police, Liquor Control Board, Legislative Data Processing, Pennsylvania Higher Education Assistance Agency, and the Administrative Office of the Pennsylvania Courts.

EDUCATION:

B.S., Computer Science, Lehigh University – Bethlehem, PA

M.B.A., Fuqua School of Business, Duke University – Durham, NC

IBM SOA Associate Certification – May, 2007.

Eric Jacobs

Ilog Specialist
IBM Corporation
11 Stanwix ST
Pittsburgh, PA 15222

PROFESSIONAL EXPERIENCE:

Software Sales and Project Management

Over 21 years of IT experience in project management and sales. Have worked extensively in both mainframe and distributed environments. Adept at assembling requirements and aligning technology to these requirements from both a functional and technical perspective. Extensive experience providing solutions to state agencies - have sold and managed projects in PA, NJ, MA, NY, MD, CO, CA, WA, OR and DC. Over 7 years of experience specific to the BRMS space.

PROJECT EXPERIENCE:

Commonwealth of Pennsylvania – Current Responsibilities

ILOG Business Rule Management and Optimization Specialist supporting all Commonwealth agencies. Help match Commonwealth requirements with IBM ILOG solutions. Responsible for educating agencies on benefits of BRMS and Optimization technologies. This includes providing briefings, demonstrations, Proof of Technologies, Proof of Concepts and supporting IBM's presence at State conferences. Also responsible for providing proposals and managing IBM ILOG licensing for the Commonwealth.

Commonwealth of Pennsylvania – Recent Projects

Worked with the IBM team that responded to the Commonwealth RFP for an Enterprise Standard - Business Rules Management System. The IBM ILOG Business Rules Management System was selected to be on the Commonwealth's Enterprise Standards list (2009)

Was awarded the BRMS contract for the .Centric Project within PENNDot in 2007.

EDUCATION:

B.S., Electrical Engineering, Carnegie Mellon University – Pittsburgh, PA

Graduate School of Industrial Administration, Carnegie Mellon University - Pittsburgh, PA

David Johnson

Enterprise Content Management (ECM) Specialty Software Account Representative
IBM Corporation
420 Fairtree Drive
Severna Park, MD 21146

PROFESSIONAL EXPERIENCE:

IBM

A former FileNet Account Executive, David came to IBM with the acquisition of FileNet. David has had a diverse client base including clients such as the Federal Government, Commonwealth of Pennsylvania, and several Fortune 1000 companies. David currently serves as the IBM ECM Representative for the Commonwealth of Pennsylvania.

Commonwealth of Pennsylvania responsibilities:

As the IBM ECM Account Representative for the Commonwealth of Pennsylvania, David is responsible for maintaining the health of the installation base of IBM ECM Software within the Commonwealth and introducing new products and services. He is the single POC for IBM ECM in the Commonwealth and is responsible for customer service, account servicing, and new sales to existing and new clients. Existing customers within the Commonwealth include: Department of Labor and Industry, Department of Public Welfare, Department of Transportation, Department of Environmental Protection, Public Utility Commission, Civil Service Commission, Liquor Control Board, Department of Banking, Office of Administration, and the Gaming Control Board.

Other Experience

David spent 23 years as a military pilot retiring at the rank of Navy Captain (O-6). After retirement, he worked at a Federally Funded Research and Development Center developing military applications for Massive Multi-Player On-Line Games. He subsequently was an executive at a software start-up company prior to joining FileNet in 1995.

EDUCATION:

M.S. National Security Strategy, National War College, 1999

B.S. Political Science, Frostburg State University, 1978

Eileen Killeen

Data and Information Management Sales Specialist
IBM Corporation
30 South 17th Street
Philadelphia, PA

Sales Professional with over 12 years experience in the information technology sector. Assignments include working with clients to recognize value through implementing Enterprise Data Management Solutions. Prior to working with clients, assignments included Sales Operations and managing a team of Lead Development Representatives. Ms. Killeen was recently assigned to the IBM Commonwealth of Pennsylvania starting at the beginning of 2010.

PROFESSIONAL EXPERIENCE:

IBM Sept 2007 – Present

Data Management Sales Specialist

Work with clients to understand current challenges and which IBM Solutions r. Help client to determine return on investment and total cost of ownership.

Princeton Softech, Inc July 1998 – Sept 2007

Director, Global Sales Operations, June 2000 – Sept 2007

- Responsible for Managing all Sales Enablement Efforts
- Designed and analyzed Sales reports to identify constraints and collaborated cross functionally to remove the constraints.
- Provide Sales input to cross functional meetings including Product Life Cycle, Improving Corporate Performance and Best Practices meetings.
- Designed and managed enablement for newly hired Sales Professionals
- President Circle Winner 2006, 2005, 2004

Account Manager, July 1999 – June 2000

- Worked with prospective clients to align our solutions to their business challenges

Manager, Inside Sales Team, July 1998 – July 1999

- Responsible for the hiring and managing a team of 6 Telesales Representatives

Inside Sales Representative July 1998 – Dec 1998

EDUCATION:

B.A., Economics, B.A, French Rutgers College – New Brunswick, NJ

Steve Tunstall

Cognos Specialist
IBM Corporation
2020 Technology Parkway
Mechanicsburg, PA 17050

PROFESSIONAL EXPERIENCE:

Cognos, an IBM Company, Burlington, MA

Enterprise Account Executive

2007 - Present

Responsible for the sales of Enterprise Business Intelligence and Enterprise Financial Planning software solutions. Prospected, qualified and developed business relationships through direct contact and partners. Developed strategic sales plans, managed a team selling approach and closed large enterprise agreements with Fortune 500 companies. Developed and maintained these relationships for future project opportunities.

Global Knowledge Software, LLC, King of Prussia, PA

Senior Sales Executive – East Region

2002 - 2007

Responsible for sales of the OnDemand Personal Navigator enterprise software solution in support of major ERP rollouts including SAP, PeopleSoft, Oracle, JD Edwards, Lawson, and Ariba, as well as a variety of 3rd party or proprietary programs throughout the project lifecycle. Develop strategic sales plans. Lead sales consultant involved with interviewing, hiring, and mentoring of new Sales Executives. Create and maintain a fluid value proposition for the software, communicating and strategically partnering this message within the consulting community in my region. Initiate contact and build cohesive joint entry into the client with partner SI consultants. Cultivate relationships with top level corporate executives to gain a customized definition of organizational success factors and translate those factors into effective solutions.

Commonwealth of Pennsylvania Projects

Worked on the PAID project for the Commonwealth as well as the CWDS project on Commonwealth Workforce Development.

EDUCATION:

Bachelor of Science in Marketing, Villanova University, Villanova, PA

Bill Brown

Tivoli Portfolio Specialist
IBM Corporation
1475 Phoenixville Pike
West Chester, PA

PROFESSIONAL EXPERIENCE:

IBM (5yrs) and other IT infrastructure and software companies (9+ yrs)

Over fourteen years of IT experience. Assignments in the last 5 years with IBM include working with clients on implementing systems management, systems automation, network management, network intrusion detection, web and client transaction monitoring and diagnostics, service-oriented architecture projects, as well as working with clients on ITIL based business processes and implementing an ITIL strategy and solutions. Prior to working IBM, assignments included working with clients on helping reduce operating and capital expenses via automated provisioning of manual tasks and virtualizing servers and storage management. Mr. Brown has been assigned to the IBM Commonwealth of Pennsylvania team since 2008.

PROJECT EXPERIENCE:

Commonwealth of Pennsylvania – Current Responsibilities

Tivoli Specialist supporting all Commonwealth agencies. Help match Commonwealth requirements with IBM solutions. Deliver capacity sizings and price proposals. Answer questions on software licensing, such as licensing for virtualized environments, as well as on migrating to current versions. Provide links to best practices and to IBM subject matter experts, provide leadership in newer technology areas that help the Commonwealth to deliver constituent services in a more agile, responsive and cost-effective way.

Commonwealth of Pennsylvania – Recent Projects

Working with the Data Power House teams on government audit requirements for configuration change management to reduce/eliminate audit exceptions and avoid audit fines. Working with PHEAA on audit requirements for managing encryption keys. Working with DPW and OA on user provisioning for secure role based identity management of user access and rapid de-provisioning of access to secure applications. Worked with Penn DOT to provide an environment health assessment to drive operational efficiencies and identify areas for necessary improvement and skills education. Working with the office of the CTO to help the Commonwealth identify areas to reduce the growth of storage and costs associated with the growth of storage.

Organized and delivered educations for the Commonwealth of Pennsylvania, including training and education on user provisioning, storage management and reporting, automated provisioning, backup and recovery best practices, and application diagnostics and monitoring.

Supported the following agencies in their use of Tivoli software: Office of Administration, OA Radio, Department of Revenue, Department of Public Welfare, Department of Labor & Industry, Department of Transportation, Pennsylvania Justice Network, Pennsylvania State Police, Liquor Control Board, and Pennsylvania Higher Education Assistance Agency.

Richard F. Capen

Client Manager
IBM Corporation
2020 Technology Parkway
Mechanicsburg, PA

PROFESSIONAL EXPERIENCE:

IBM

Mr. Capen is a member of the Commonwealth of Pennsylvania state and local government marketing team based in Mechanicsburg. He has over twenty three years experience with IBM working with public and private sector clients in the Central Pennsylvania area, focused on applying technology to solve business problems. Experience includes strategic and tactical planning, services marketing, server and storage infrastructure / architecture selection and design, and project management.

Prior to joining IBM, Mr. Capen spent ten years as a Project Engineer and Project Manager with an international consulting engineering firm. He built, led and managed multidisciplinary teams of professional engineers and support staff engaged in the design and analysis of large civil works projects for federal, state and local government clients in the US and overseas.

PROJECT EXPERIENCE:

Commonwealth of Pennsylvania Sales and Marketing Team

Responsible for client relationship coverage of executive and non-executive Commonwealth agencies, and local government entities since 2001. Provided leadership in planning, installation and management of IT infrastructure projects and value added services.

IBM Server Sales and Marketing

Provided consulting services, architectural design and marketing support for IBM server products and associated implementation services. Responsible for project execution and customer satisfaction related to IT infrastructure development for commercial and government clients in central and eastern Pennsylvania. Managed product and service delivery by IBM business partners and IBM Global Services personnel.

Manufacturing Industry Segment Manager

Responsible for development of strategy and marketing coverage plans for IBM Industrial Sector clients in central Pennsylvania. Managed market segmentation efforts and selection of ERP packages for small and medium sized manufacturing and process industry clients. Proposed, planned and led services engagements to evaluate alternative CAD/CAM, production control and shop floor scheduling systems for clients in the steel, refractory products and consumer goods industries. Prepared financial analyses to support client decisions for capital budgeting.

Project Manager – Engineering Consulting Company

Served as Project Engineer / Project Manager on over 20 consulting engagements. Managed and provided technical direction for 5 to 25 member teams of engineering professionals,

scientists and technicians for design and analysis projects in the continental United States and Africa. Developed, and managed the development of application software to analyze complex hydrologic and hydraulic processes and the economic impact of alternative project designs.

EDUCATION:

- Masters in Business Administration, Mount Saint Mary's College
- Bachelor of Science, Civil Engineering, University of Massachusetts
- Registered Professional Engineer, Pennsylvania - PE031491E
- Extensive IBM training in technology, services and industry dynamics including Client Executive education at the Harvard Business School

Stephen J. Stasko

Client Executive
IBM Corporation
2020 Technology Parkway
Mechanicsburg, PA 17050

PROFESSIONAL EXPERIENCE:

Mr. Stasko is a member of the Commonwealth of Pennsylvania state and local government and education team based in Mechanicsburg. He has over thirty years experience with IBM working with public and private sector clients primarily across the Commonwealth and in the Northeast, focused on applying technology to solve business problems. Experience includes application outsourcing, software sales management, business and technology services management, strategic planning, and product development.

PROJECT EXPERIENCE:

2005 – Present: Commonwealth of Pennsylvania and Education, Client Executive and Complex Solution Manager

Project Description: Directs a matrix of sales specialists responsible for identifying, creating, developing, and closing solution sales. A services-based role, creating complex proposals that incorporate the best solution elements from IBM's vast services, software and hardware portfolio, along with inclusion of numerous third-party solutions, to deliver exceptional results to target clients.

2003 – 2004: Application Management Services - Financial Services Sector, Client Solution Executive

Project Description: Led a sales team that was responsible for the creation of complex proposals centered on very large (\$100M+) opportunities for all facets of application outsourcing. Focus on the management of application maintenance, enhancements and support.

2000 – 2002: Industrial Sector/Electronics Industry, Client Executive

Project Description: Coordinated and led a sales team responsible for all facets of the relationship between IBM and Tyco International and Black & Decker. Included sales of hardware, software, services, financing, overall customer satisfaction, and the Tyco vendor relationship.

1995 – 1999: Northeast Region/Cross Industry, Software Sales Manager

Project Description: Recruited and developed a team of sales specialists that sold selected middleware products to major clients in the ten-state region of the US Northeast.

EDUCATION:

- Masters in Business Administration, University of Arizona
- Bachelor of Science, Chemical Engineering, University of Virginia
- Extensive IBM training in technology, software, services, and industry dynamics - including Client Executive education at the Harvard Business School.

Stephen Pacchioli

Client Executive
IBM Corporation
2020 Technology Parkway, Mechanicsburg, PA 17050

PROFESSIONAL EXPERIENCE:

IBM

Twenty-nine years of professional leadership across an extensive range of IBM's business operations. Developed executive relationships and delivered high-value business and IT solutions in eighteen years of consultative sales and business development roles with major retail and public sector clients. Improved manufacturing and service delivery capabilities, and led cross-functional teams in new product introductions during previous technical and management assignments. Accomplishments demonstrate sustained quality results attained through creative problem solving, team building, general management skills, and commitment to customers' success.

PROJECT EXPERIENCE:

State Government

Enhanced effectiveness of state government executive agencies through aggressive introduction of information technology and managed services. Completed statewide technology rollouts which facilitated agency desktop standardization and migration to new application solutions. Deployed complex distributed system infrastructure supporting the implementation of a comprehensive Enterprise Resource Planning (ERP) system, the first by a U.S. state government, that replaced legacy accounting, procurement, payroll, and human resources systems across 53 state agencies. Signed multi-year managed services contract providing full-time operations management and support of the ERP infrastructure.

Retail Drugstores

Teamed with executives of national chain drug retailer to advance new customer service programs and corporate growth strategies. Initiated projects that simplified addition of new drugstores and chain-wide deployment of an innovative mission-critical pharmacy dispensing system. Installed and financed over \$25 Million of advanced parallel servers and system coupling hardware that pioneered sharing of enterprise applications and data across multiple large-scale systems. Resultant infrastructure positioned client to undertake \$1.4 Billion acquisition that doubled annual revenues and provided access to new high-growth markets.

Federal Government

Provided long-term consulting and full life-cycle development services on major logistics system deployments with U.S. and Middle East military organizations. Implemented integrated application systems supporting thousands of users in key financial, supply, and fleet maintenance operations. Negotiated critical professional services contracts with multiple labor categories and flexible rate schedules in response to dynamic development workload requirements. Developed multi-million dollar Foreign Military Sales (FMS) channels to market, export, and install supporting infrastructure components overseas.

Product Development

Directed team of engineers in developing an impact printer ribbon to meet the unique requirements of a national discount retail chain. Formulated inks, produced prototypes, and conducted product testing in less than 25% of normal cycle time. Enabled printing of point-of-sale receipts that could not be fraudulently copied. Client significantly reduced multi-million dollar shrinkage exposure.

EDUCATION:

- Master of Business Administration
Rider University, Lawrenceville, NJ
- Bachelor of Science, Chemical Engineering
Rutgers University, New Brunswick, NJ
- Professional training including extensive IBM management development, specialized retail and government industry programs, and executive education at The Harvard Business School

Vivian Bachorik

Inside Client Representative
IBM Corporation
7100 Highlands Parkway
Smyrna, GA 30082

PROFESSIONAL EXPERIENCE:

IBM

Ms. Bachorik is a member of the Commonwealth of Pennsylvania state and local government marketing team, working out of our Atlanta, GA office. She has over twenty nine years experience with IBM with the last 5 years working with public and private sector clients in the Central Pennsylvania area, focused on applying technology to solve business problems. Experience includes strategic planning, services and server sales, administrative and manufacturing management, accounting, and Personnel Recruiting.

PROJECT EXPERIENCE:

Commonwealth of Pennsylvania Sales and Marketing Team

Assists IBM State team with client relationship coverage of Commonwealth agencies and coordination of educational sessions offered to the Commonwealth. Customer relationship focal for smaller county and local government agencies, as well as smaller educational institutions since 2008. Responsible for relationship with commercial customers in banking and insurance industries in Pennsylvania since 2005, understanding customer's needs and business goals.

IBM Server and Services Sales

Responsible for server sales and customer satisfaction for IBM server products, and assist field sales team with technical support. Worked with IBM business partners in preparing customer contracts and also assist with the education of new and existing IBM service offerings. Project Manager for UPS sales and deliveries through our business partners and IBM Global Services personnel.

Manufacturing Manager

Responsible for internal department of disc manufacturing and quality standards and schedules.

Administrative Manager

Managed a group of 30 secretarial and administrative employees. Responsible for secretarial support to 25 internal IBM departments. Responsibilities included management of mail room operations and employees and supply room controls, restocking and purchasing processes.

Personnel Recruiter

Responsible for hiring and recruiting of entry level personnel, focusing on secretarial and manufacturing employees. Work with management to coordinate interviews and employment offers. Worked with our college co-op program, recruiting Computer Science majors.

EDUCATION:

- Associate Arts, West Valley College
- Bachelor of Arts, University of Nevada, Reno
- Extensive IBM training in technology, services and industry dynamics

II-6. Training

If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

IBM will conduct software web site ordering seminars and associated skills transfer sessions with both purchasing professionals and agency IT personnel. Over the past six years in the management of the Best Value Server and Storage Contract, IBM has worked with Commonwealth agencies to identify specific technical and training needs. These services and product education sessions have been provided through an Operational Readiness services proposal, primarily by providing on-site skills transfer directly on the agency's new equipment. Similar to the Server and Storage Contract, IBM proposes to conduct similar sessions covering IBM software products. We have found this to be the most effective means of providing education to agency personnel.

IBM has provided more than 40 free educational sessions designed exclusively for Commonwealth personnel over the past six years

IBM is proposing three half-day agency personnel training and educational sessions to be conducted in the first 2 months of the contract. These sessions may be conducted at the IBM office in Mechanicsburg which can accommodate up to 30 people, or at a Commonwealth facility. Topics covered will include IBM software product family overviews and business application of each software pillar, automated web site capabilities and traditional ordering processes.

In addition, IBM will conduct a minimum of 6 half-day educational seminars per fiscal year at our Mechanicsburg facility. These sessions will be exclusive to the Commonwealth and will provide agency staff with product updates, new announcements and targeted technical training on current software topics. IBM can also offer other technical training and services specific to agency needs, on a fee basis, under this contract.

II-8. Objections and Additions to Standard Contract Terms and Conditions.

The Offeror will identify which, if any, of the terms and conditions (contained in Appendix A) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for Appendix A. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in Appendix A. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A or to other provisions of the RFP as specifically identified above.

IBM is pleased to submit this proposal to the Department of General Services in response to the Request for Proposal 6100012054 dated January 15, 2010 for Software Reselling.

IBM has always viewed its performance of Commonwealth contracts as part of a long-term relationship that has many dimensions across all Commonwealth agencies and those that piggyback off of our contracts. Attached are the requested changes to terms and conditions that are consistent with previous contracts between the Commonwealth and IBM and with the IT community in general. We also recognize that changes to the RFP and Contract terms have been issued during the response period and will be reflected in any resulting Contract.

REQUESTED DISCUSSION ITEMS

11. SUBCONTRACTS

IBM can provide evidence of the execution of appropriate subcontractor agreements to the Commonwealth as required. However, there are certain agreements and provisions with IBM subcontractors that are proprietary and confidential and cannot be disclosed.

14. COMPENSATION

(b) We would like to limit any "Work in Progress" reports work done on a time and material basis.

17. INSPECTION AND ACCEPTANCE

IBM requests to discuss this section given the nature of the products and limited services being delivered under this Contract. Discussion would include all parts of this section including Deliverables, Acceptance periods required by the Commonwealth for any particular work effort and any potential language that creates a conditional Acceptance scenario.

30. LIMITATION OF LIABILITY

Given that transaction compensation may include recurring costs, IBM requests the limitation of legal liability be extended to read the greater of \$250,000 or the fees paid for services in the twelve months prior to the claim. We also request the following change to the first sentence of subparagraph (b):

In no event will Contractor be liable for lost profits, lost revenue or lost savings or for any other consequential or incidental damages whatsoever, even if the Commonwealth has been informed of the possibility thereof. In no event will the Contractor be liable for damages due to lost records or data. Notwithstanding the foregoing, Contractor shall provide reasonable assistance to Commonwealth in restoring such lost records or data to their most recent backup copy.

31. COMMONWEALTH HELD HARMLESS

IBM requests the following change consistent with the Commonwealth Server/Storage Contract:

The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions of the type set forth in Section 30 (a) (1) through Section 30(a) (5) above, based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns.

If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases.

32. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

IBM requests changes consistent with Appendix E.

33. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET PROTECTION

IBM requests language changes to this section consistent with Appendix E.

36. OWNERSHIP RIGHTS

IBM requests changes to this section. Given the nature of any resulting Contract and its purpose, along with Software Licenses, any language in this section would be best deferred should IBM be selected for this Contract.

49. WARRANTIES

IBM requests changes to this section. Warranties for any IBM or third party licensed products will be passed through to the Commonwealth. The specific IBM or third party license related documents and the Commonwealth Appendix E will be combined for the complete license agreement. Remaining warranties will be those related to the services provided under this Contract. The Contractor warrants that it will perform contracted services using reasonable care and skill and according to the statement of work (including any completion criteria) contained in this Contract and any order issued against this Contract. These warranties, as well as any other express warranties set forth in the RFP, the Contractor's proposal or any special conditions are the Commonwealth's exclusive warranties and replace all other warranties, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

50. LIQUIDATED DAMAGES

IBM requests the removal of liquidated damages provisions of this Contract given the nature of the products and services to be provided.

OTHER

Installment Purchase-IBM recommends having installment purchase provisions contained within this Contract to allow financing flexibility to users of the Contract.

Required Consents - The Commonwealth is responsible for promptly obtaining and providing to Contractor all Required Consents necessary for Contractor to provide the Services described in this Contract. A Required Consent means any consents or approvals required to give the Contractor and its subcontractors the right or license to access, use and/or modify (including creating derivative works) the hardware, software, firmware and other products the Commonwealth uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Contractor will be relieved of the performance of any obligations that may be affected by the Commonwealth's failure to promptly provide any Required Consents to the Contractor.

II-11. Domestic Workforce Utilization Certification.

Complete and sign the Domestic Workforce Utilization Certification contained in Appendix B of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

Please refer to the following page for IBM's completed Domestic Workforce Utilization Certification form.

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, Stephen J. Stasko, Client Executive [title] of the IBM Corporation [name of Contractor] a New York [place of incorporation] corporation or other legal entity, ("Contractor") located at 2020 Technology Parkway, Mechanicsburg, PA 17050 [address], having a Social Security or Federal Identification Number of 13-0871985, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom.

OR

_____ percent (_____ %) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the Pennsylvania Crimes Code, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

International Business Machines

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

John M. Luchetti, Solution Manager

Printed Name/Title

Stephen J. Stasko, Client Executive

Printed Name/Title

II-12. COSTARS Program Questionnaire

Complete and sign the questionnaire regarding the COSTARS program contained in Appendix C of this RFP. Submit the signed questionnaire in the same sealed envelope with the Technical Submittal.

Please refer to the following page for IBM's completed COSTARS Program Questionnaire.

APPENDIX C

**COSTARS PROGRAM QUESTIONNAIRE
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract? If your answer is "YES", your firm agrees to pay the applicable Administrative Fee (\$1500 or \$500 for Qualified Small Businesses) upon contract award and each contract renewal date.

Please Answer: YES X NO

If you are asserting that your firm is a Qualified Small Business, have you completed, signed and included with your bid the required Department of General Services Small Business Certification form? NOT APPLICABLE FOR IBM.

Please Answer: YES NO

IBM Corporation

Corporate or Legal Entity Name

Signature/Date

Stephen J. Stasko / Client Executive

Printed Name/Title

Attachment A – Addendums

Please see the Commonwealth Addendums 1, 2, 3, 4, 5, 6 and 7 that are printed on the following pages.

Addendum 1

Date: **2/2/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **2/26/2010 3:00 pm**

Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

This Addendum is being posted to update the "Calendar of Events" sheet found on page iii of the RFP. All dates and addresses will remain the same except the Pre-proposal Conference scheduled for February 9, 2010 at 10:30 AM EST has been changed to February 10, 2010 at 10:30 AM EST.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded,

as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a “hard copy” (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555
Walnut Street, 6th Floor, Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovich
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us

Addendum 2

Date: **2/8/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **2/26/2010 3:00 pm**

Addendum Number: **2**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

This Addendum is being posted to update the "Calendar of Events" sheet found on page iii of the RFP. The changes to the "Calendar of Events" sheet will be as followed:

The Optional Pre-proposal Conference will be held at the Department of General Services, 555 Walnut St, 6th floor, Harrisburg, Pa. Conference Room 1 from 2:00 PM EST - 3:30 PM EST on Wednesday February 17, 2010.

The answers to Potential Offeror(s) questions posted to the DGS website (<http://www.dgsweb.state.pa.us/comod/main.asp>) no later than Friday February 19, 2010.

Sealed proposal must be received by 3PM EST in the Issuing Office at Department of General Services, 555 Walnut Street, Forum Place, 6th floor, Harrisburg, PA 17101 on Friday March 12, 2010.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555
Walnut Street, 6th Floor, Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us

Addendum 3

Date: **2/17/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **3**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The Commonwealth has changed the percentage requirement that Offerors must meet to qualify for Lot 1 listed in Section VI-2 Lot Structure and Qualifications of the RFP. The first sentence in Mandatory Qualifications for Lots, Lot 1 will now read as follows:

"The Commonwealth requires the Offeror establish reseller relationships with at least 95% of the Software Publishers listed in Appendix F – Required Software Publishers for Lot 1."

The Commonwealth has posted revised versions Appendix E, Appendix F and Appendix H. A brief description of the change(s) to each appendix are listed below.

Appendix E - Commonwealth Software License Requirements

Updated Section 4, Patent, Copyright, Trademark, and Trade Secret Protection

Updated Section 5, Virus, Malicious, Mischievous or Destructive Programming

Updated Section 6, Limitation of Liability

Updated Section 8, Background Checks

Updated Attachment 1

Appendix F - Required Software Publishers (All changes made to Lot 1 Only)

Updated the title to reflect this is the required list of software publishers for Lot 1

Deleted repeated software publishers and software publishers who will not provide software through the awarded contract at this time

Appendix H - Cost Matrix (Changes were only made to Lot 1)

Line items that do not accurately reflect purchases made through the current contract were eliminated from the Lot 1 Market Basket.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555

Walnut Street, 6th Floor, Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovich
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us

Addendum 4

Date: **2/19/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **4**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

This Addendum is to communicate the following documents have been posted to the eMarketplace website:

1. Pre-Proposal Sign-In Sheet
2. Software Preproposal Conference Presentation
3. Software RFP Question Responses

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add"

- to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a “hard copy” (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555
Walnut Street, 6th Floor, Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us

Addendum 5

Date: **2/19/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **5**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The Commonwealth has updated Appendix E. Please note the only change is to the Limitation of Liability provision (#6).

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a “hard copy” (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555
Walnut Street, 6th Floor, Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovich
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us

Addendum 6

Date: **2/23/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **6**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The Commonwealth added the following requirement as requirement #13 to Section IV-4 Contract Requirements of the RFP.

13. The Commonwealth requires the awarded Offeror to accept purchase orders for software maintenance/support that can extend up to two (2) year past the end date of the awarded contract. This type of purchase order must be in place sixty (60) days prior to the end date of the contract.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded,

as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a “hard copy” (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555
Walnut Street, 6th Floor, Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovich
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us

Addendum 7

Date: **2/23/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **7**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The Commonwealth has received additional inquiries about Appendix E - Commonwealth Software Licenses Requirements. It is the Commonwealth's intent for Offerors to present Appendix E to the publishers listed in Appendix F as a part of the Offeror's publisher reseller agreement. The only responsibility the Reseller will have is to inform publishers that in order to sell software and services to the Commonwealth through the awarded contract, Appendix E must be part of the publishers license agreement with the Commonwealth and these requirements are non-negotiable. It is responsibility of the Commonwealth to review Appendix E, Attachment 1 with the Publishers.

The Commonwealth has received requests for clarification on line items for HP, Citrix and WebEx listed in Lot 1 of Appendix H - Cost Matrix. The following individuals are the Commonwealth's contact for these software publishers and can be contacted for additional information on these line items.

HP - Joel McGowan, (609) 723-2772, joel.mcgowen@hp.com

Citrix - Steve Petrakis, (412) 264-4252, Steve.Petrakis@citrix.com

WebEx - Anthony Sweitzer, (703) 484-8487, anthony.sweitzer@webex.com

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555
Walnut Street, 6th Floor, Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovich
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us



2020 Technology Parkway
Mechanicsburg, PA 17050

May 10, 2010

Thomas Teproovich
Commonwealth of Pennsylvania
Department of General Services
555 Walnut Street, 6th floor
Harrisburg, PA 17101-1914

Re: Lot 2 through 10 BAFO Small Disadvantaged Business submittal

Dear Mr. Teproovich:

Per your letter of May 5, 2010, IBM is pleased to submit the attached Best and Final Offer (BAFO) for the Small Disadvantaged Business section of our proposal. This BAFO is in response to your RFP #6100012054: Software Reselling Including Management of Microsoft Select Agreement.

IBM's commitment to supplier diversity is a long-standing corporate policy. Our Supplier Diversity program was created in 1968, prior to U.S. regulations mandating the creation of corporate supplier diversity programs. We are proud of our substantial accomplishments under this program.

Should you have any addition questions or require clarification of this BAFO, please do not hesitate to contact me. IBM sincerely appreciates your consideration of our proposal.

Sincerely,

A handwritten signature in black ink that reads "Stephen J. Stasko".

Stephen J. Stasko
IBM Client Executive
sjstasko@us.ibm.com

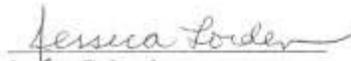
DELEGATION OF AUTHORITY

I, Jessica E. Lorden, Vice President and General Counsel, IBM North America, do hereby certify that said Vice President and General Counsel, in accordance with and pursuant to resolutions of the Board of Directors of International Business Machines Corporation ("IBM") duly adopted at a meeting duly held and called on April 25, 1994, has been duly authorized to execute and deliver in the name of and on behalf of IBM any contract or other document or instrument necessary or appropriate in the ordinary course of IBM's business, including but not limited to bid documents for the sale of IBM products and services to federal, state and local governments and agencies, purchase orders and sales agreements, and the like, and to delegate this authorization within the IBM organization in the United States, including Puerto Rico; and that said authorization has not been modified, amended or rescinded and continues in full force and effect. So authorized, I hereby delegate said authority to execute and deliver in the name of and on behalf of IBM any such contract or other document or instrument to the persons holding the below listed positions in the IBM organization in the United States, including Puerto Rico:

President
Treasurer
Vice President
General Manager
Partner
Associate Partner
Position titles that include the words:
Counsel
Attorney
Director
Executive
Principal
Sales Manager
Program Manager
Sales Representative
Sales Specialist
Service Specialist
Contracts & Negotiations
Client Manager
Practice Leader
Project Manager
Business Area Leaders
Business Operations Manager
Business Partner Relationship Representative
Client/Customer Contract Representative
Client Relationship Representative
Client Unit Executive

Client Representative
Customer Fulfillment Professional
Customer Operations Manager
Account Support Representative
Bankruptcy Coordinator
Contracts Relations Advisor
Complex Opportunity Professional
Financial Offerings Leader
Software Account Manager
Service Delivery Manager
Service Delivery Executive
System Service Representative
Client Solutions Support Representative
Technical Support Renewal Manager
Integrated Channel Representative

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
said International Business Machines Corporation on this 5 day of JANUARY
2009.


Jessica E. Lorden
Vice President, General Counsel
IBM North America

Dated: 1/5/2009



Commonwealth of Pennsylvania

Software Reselling Including
Management of Microsoft Select
Agreement

RFP #6100012054

**Small Disadvantaged Business Submittal
Best and Final Offer – Lot 10**

May 10, 2010

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b. Enterprise Zone Small Business Participation.	7

II-9. BAFO Disadvantaged Business Submittal.

a. Disadvantaged Business Information.

i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), a Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

- 1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.

IBM has included MBE/WBE certificates from the BMWBO for the following Small Disadvantaged Businesses, at the end of this section:

- Argus Associates, Inc.
- Black Consulting Services, Inc.
- e&e IT Consulting Services, Inc.
- Eclaro International, Inc.
- Pierson Computing Connection, Inc.

- 2) Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.

For this RFP, IBM is not utilizing any Small Disadvantaged Businesses that are certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act.

- 3) Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.

For this RFP, IBM is not utilizing any Small Disadvantaged Businesses that have self-certified with the U.S. Small Business Administration.

- 4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.

At the end of this section of our response, IBM has included letters from each small disadvantaged business attesting to the fact that the business has 100 or fewer employees.

- 5) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

At the end of this section of our response, IBM has included tax returns as evidence from each Small Disadvantaged Business, proving that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business).

ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

- 1) Be rooted in treatment that the business person has experienced in American society, not in other countries.
- 2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
- 3) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

IBM has not included vendors claiming status as a Socially Disadvantaged Business in its proposal.

iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

- 1) Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.

IBM, as the offeror, is not a small disadvantaged business.

- 2) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:

- a) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
- b) A copy of the joint venture agreement signed by all parties.
- c) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.

IBM is not submitting a proposal along with a small disadvantaged business as part of a joint venture partnership.

- 3) All Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:

- a) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;

For this RFP, a dollar amount is not required by the Commonwealth.

- b) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.

IBM has included Small Disadvantaged Businesses participation from the following vendors:

- Argus Associates, Inc.
- Black Consulting Services, Inc.
- e&e IT Consulting Services, Inc.
- Eclaro International, Inc.
- Pierson Computing Connection, Inc.

In certain circumstances, the above vendors may not be able to provide the skills required by a Commonwealth agency. In these circumstances, IBM may provide the necessary labor utilizing either IBM resources or additional Small Disadvantaged Businesses.

- c) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.

For services required by Commonwealth agencies related to software purchased under this contract, IBM will provide labor from both IBM and Small Disadvantaged Businesses. When IBM utilizes Small Disadvantaged Businesses to perform services, the following categories of labor will be utilized:

- Software Consulting and Planning
- Software Installation, Personalization, Configuration, and Tuning
- Software Training

d) The location where each Small Disadvantaged Business will perform services.

Most of the services provided by Small Disadvantaged Businesses will be performed at a Commonwealth site. Some work may be performed at an offsite location.

e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.

When a Small Disadvantaged Business is used to provide services under this contract, work will be performed during the term of the contract as per the agreed upon start and end dates indicated in the Commonwealth's purchase order to IBM.

f) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.

IBM has included a letter of intent for each Small Disadvantaged Business that is it is subcontracting to at the end of this section.

g) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.

Contact name/title	Company Name	Address	Phone
Ruthann Black, President	Black Consulting Services, Inc.	2051 State Road Suite 101 Camp Hill, PA 17011	717-620-3042
Pamela A. Green, President	Argus Associates, Inc.	2909 Route 100 North Suite 230 Orefield, PA 18069	610-289-2330
Kate McCabe, Business Development Executive	Eclaro International, Inc.	450 Seventh Avenue Suite 506 New York, NY 10123	646-695-2931
Linda K. Etter, President	e&e IT Consulting Services, Inc.	2010 State Road Suite 100 Camp Hill, PA 17011	717-975-1664
Debra Pierson, President	Pierson Computing Connection, Inc.	6 North Frederick Street Mechanicsburg, PA 17055	717-796-0493

- 4) The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.

For this BAFO response, IBM has included a commitment to Small Disadvantaged Businesses equal to 5% of the services purchased by Commonwealth agencies under this contract.

- 5) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.

The IBM contact person for the Small Disadvantaged Businesses for this RFQ is John M. Luchetti, IBM Client Solutions Executive. John can be reached at 717-610-2085.

- iv) The Offeror is required to submit two copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.

For this BAFO response, DGS has informed IBM that a single electronic copy, submitted via email, is sufficient.

- v) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

IBM acknowledges that a Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

- vi) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

IBM acknowledges that a Contractor that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Contractors.

Small Disadvantaged Business Attachments

Please find separate email attachments for the following Small Disadvantaged Business firms, in PDF format:

- Argus Associates, Inc.
- Black Consulting Services, Inc.
- e&e IT Consulting Services, Inc.
- Eclaro International, Inc.
- Pierson Computing Connection, Inc.

b. Enterprise Zone Small Business Participation.

i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:

- 1) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
- 2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
- 3) Proof of United States citizenship of the owners of the business.
- 4) Certification that the business employs 100 or fewer employees.
- 5) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
- 6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.

ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

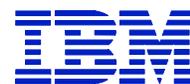
- 1) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
- 2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
- 3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.
- 4) The total cost amount submitted in the Offeror's cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.
- 5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
- 6) The location where each Enterprise Zone Small Business will perform these services.
- 7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
- 8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.

- 9) The form and amount of compensation each Enterprise Zone Small Business will receive.
- 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
- 11) For a subcontract, a signed subcontract or letter of intent.

iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:

- 1) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
- 2) The name of each Enterprise Zone Small Business; and
- 3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

For this BAFO response, IBM is not submitting a response for Enterprise Zone Small Business participation.



International Business Machines Corporation

2020 Technology Parkway
Mechanicsburg, PA 17050

May 7, 2010

Ms. Pamela A. Greene
President
Argus Associates, Inc.
2909 Route 100 North
Suite 230
Orefield, PA 18069

Dear Ms. Greene:

Please accept this letter as IBM's intent to subcontract to your firm, a portion of the services required by the Commonwealth of Pennsylvania, Pennsylvania Department of General Services RFP 6100012054 for Software Reselling including Management of Microsoft Select Agreement. Specifically, we intend to utilize your skills in Lots 2 through 10 around the consulting, installation, tuning and configuration of IBM Software products, as well as related training.

Sincerely,

A handwritten signature in black ink that reads "John Luchetti". The signature is written in a cursive, flowing style.

John Luchetti
IBM Client Solutions Executive

Commonwealth of Pennsylvania

**DEPARTMENT
OF
GENERAL SERVICES**



Be it hereby known that

Argus Associates Inc

A

Woman Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 11/19/2008

EXPIRATION DATE: 11/30/2010

Kathryn Waters-Perez

Kathryn Waters-Perez, Director
Bureau of Minority and Women
Business Opportunities



May 7, 2010

IBM
Mr. John Luchetti
Client Solutions Executive, IBM Government Solutions
Commonwealth of Pennsylvania Account
2020 Technology Parkway, Mechanicsburg, PA 17050

This letter certifies and confirms that Argus Associates, Inc. has less than 100 employees.

If you have any questions or require additional detail, please feel free to contact me.

Sincerely,

Pamela Greene
President
Argus Associates, Inc.
2909 Route 100 N. Suite 230
Orefield, PA 18069

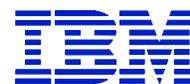
2909 Route 100 N., Suite 230
Orefield, PA 18069

8929 S. Sepulveda Blvd., Suite 500
Los Angeles, CA 90045

info@gotoargus.com

Office 610.289.2330

Fax 610.530.4220



International Business Machines Corporation

2020 Technology Parkway
Mechanicsburg, PA 17050

May 7, 2010

Ms. Ruthann Black
President
Black Consulting Services, Inc.
2051 State Road
Suite 101
Camp Hill, PA 17011

Dear Ms. Black:

Please accept this letter as IBM's intent to subcontract to your firm, a portion of the services required by the Commonwealth of Pennsylvania, Pennsylvania Department of General Services RFP 6100012054 for Software Reselling including Management of Microsoft Select Agreement. Specifically, we intend to utilize your skills in Lots 2 through 10 around the consulting, installation, tuning and configuration of IBM Software products, as well as related training.

Sincerely,

A handwritten signature in black ink that reads "John Luchetti". The signature is written in a cursive, flowing style.

John Luchetti
IBM Client Solutions Executive



October 06, 2009

Ruthann Black
Black Consulting Services Inc
5275 East Trindle Road
Suite 201
Mechanicsburg, PA 17050

CERTIFICATION NO: 111130Black Co
EXPIRATION DATE: November 30, 2011

The Bureau of Minority and Women Business Opportunities has reviewed your submission for recertification. I am pleased to inform you that your company has been approved. This recertification demonstrates the Commonwealth's recognition of your company as a Woman Business Enterprise.

Through the application process, you have presented documentation that your company is engaged in providing certain products and/or services. Information regarding these products and/or services for which you have been certified has been electronically listed for use by all Commonwealth agencies. Please note that obtaining certification is only the first step in pursuing state contracts. The next step is to use this certification as a tool when you market your goods or services to the Commonwealth's agencies and departments. For information on workshops explaining how to pursue state government contracts, please contact our Business Development Unit at 717-705-2398.

Your recertification is valid until the expiration date noted in this letter. Ninety (90) days prior to the expiration of your certification, you should contact the bureau regarding the recertification process. If the eligibility standards set forth in our Statements of Policy including but not limited to ownership, management, or operational control change during the certification period, you should immediately notify the bureau of the changes.

The Bureau of Minority and Women Business Opportunities reserves the right to periodically review the ownership, management and operational control to confirm the continued validity of the certification status, as conferred by the Commonwealth.

We look forward to assisting you in doing business with the Commonwealth of Pennsylvania.

Sincerely,

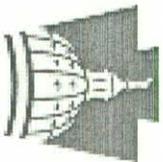
A handwritten signature in cursive script that reads "Kathryn Waters-Perez".

Kathryn Waters-Perez, Director

Enclosure(s): Certificate

CERTIFIED CODES

72102203 Communication equipment installation
72102204 Safety or security systems installation
72102205 Telecom equipment maintenance or support
72102208 Cable laying
72102209 Cable pulling
80101504 Strategic planning consultation services
80101507 Information technology consultation services
80101604 Project administration or planning
80111501 Management development
80111504 Labor training or development
80161501 Office administration or secretarial services
81111508 Application implementation services
81111805 Proprietary or licensed systems maintenance or support
81111809 System installation
81111811 Technical support or help desk services
86101801 Bank or finance sector manpower development
86101802 Re training or refreshing training services
86101803 Vocational rehabilitation services
86101804 Commercial sector manpower development
86101805 Industrial sector manpower development
86101807 Management sector manpower development
86101808 Public sector manpower development services



pennsylvania
DEPARTMENT OF GENERAL SERVICES

Be it hereby known

Black Consulting Services Inc

A

Woman Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 10/6/2009

EXPIRATION DATE: 11/30/2011

A handwritten signature in cursive script that reads "Kathryn Waters-Perez".

Kathryn Waters-Perez, Director
Bureau of Minority and Women
Business Opportunities



5275 E. Trindle Road
Suite 201
Mechanicsburg, PA 17050

Phone: 717-620-3042
FAX: 717-591-1572

May 7, 2010

To Whom it May Concern:

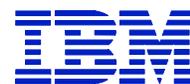
Thank you for the opportunity to partner with IBM. Black Consulting Services, Inc. (BlackCSI) is proud to be part of your proposal. I certify that BlackCSI has under 100 employees and has gross revenues under \$25 million. Please see the attached 2009 tax return and Commonwealth of Pennsylvania WBE certification documents.

I look forward to working with you on this contract.

Sincerely,

A handwritten signature in cursive script that reads "Ruthann Black". The signature is written in black ink and is positioned above the printed name and title.

Ruthann Black
President



International Business Machines Corporation

2020 Technology Parkway
Mechanicsburg, PA 17050

May 7, 2010

Mr. Andrew Masson
Account Manager
e&e IT Consulting Services, Inc.
2010 State Road
Suite 100
Camp Hill, PA 17011

Dear Mr. Masson:

Please accept this letter as IBM's intent to subcontract to your firm, a portion of the services required by the Commonwealth of Pennsylvania, Pennsylvania Department of General Services RFP 6100012054 for Software Reselling including Management of Microsoft Select Agreement. Specifically, we intend to utilize your skills in Lots 2 through 10 around the consulting, installation, tuning and configuration of IBM Software products, as well as related training.

Sincerely,

A handwritten signature in black ink that reads "John Luchetti". The signature is written in a cursive, flowing style.

John Luchetti
IBM Client Solutions Executive



pennsylvania
DEPARTMENT OF GENERAL SERVICES

September 08, 2009

Linda K Etter
E & E IT Consulting Services Inc
2010 State Rd
Suite 100
Camp Hill, PA 17011

CERTIFICATION NO: 110930E & E IT
EXPIRATION DATE: September 30, 2011

The Bureau of Minority and Women Business Opportunities has reviewed your submission for recertification. I am pleased to inform you that your company has been approved. This recertification demonstrates the Commonwealth's recognition of your company as a Woman Business Enterprise.

Through the application process, you have presented documentation that your company is engaged in providing certain products and/or services. Information regarding these products and/or services for which you have been certified has been electronically listed for use by all Commonwealth agencies. Please note that obtaining certification is only the first step in pursuing state contracts. The next step is to use this certification as a tool when you market your goods or services to the Commonwealth's agencies and departments. For information on workshops explaining how to pursue state government contracts, please contact our Business Development Unit at 717-705-2398.

Your recertification is valid until the expiration date noted in this letter. Ninety (90) days prior to the expiration of your certification, you should contact the bureau regarding the recertification process. If the eligibility standards set forth in our Statements of Policy including but not limited to ownership, management, or operational control change during the certification period, you should immediately notify the bureau of the changes.

The Bureau of Minority and Women Business Opportunities reserves the right to periodically review the ownership, management and operational control to confirm the continued validity of the certification status, as conferred by the Commonwealth.

We look forward to assisting you in doing business with the Commonwealth of Pennsylvania.

Sincerely,

Kathryn Waters-Perez, Director

Enclosure(s): Certificate

CERTIFIED CODES

80101507 Information technology consultation services
80111608 Temporary information technology software developers
80111609 Temporary information technology systems or database administrators
80111610 Temporary information technology networking specialists
80111701 Staff recruiting services
80111702 Reference or background check services
80111703 Resume or curriculum vitae screening services
81111501 Mainframe software applications design
81111504 Application programming services
81111506 Client or server programming services
81111507 ERP or database applications programming services
81111508 Application implementation services
81111509 Internet or intranet client application development services
81111510 Internet or intranet server application development services
81111601 Programming for Visual Basic
81111602 Programming for Java
81111603 Programming for HTML
81111604 Programming for ALGOL
81111605 Programming for Assembler
81111606 Programming for Basic
81111607 Programming for C or C++
81111608 Programming for COBOL
81111609 Programming for FORTRAN
81111610 Programming for Pascal
81111611 Programming for PL/1
81111612 Programming or Proprietary Languages
81111801 Computer or network or internet security
81111802 Mainframe administration services
81111803 Local area network LAN maintenance or support
81111804 Wide area network WAN maintenance or support
81111809 System installation
81111810 Software coding
81111811 Technical support or help desk services
81112103 World wide web WWW site design services
81112201 Maintenance or support fees
86141703 Computer programmed instruction



pennsylvania

DEPARTMENT OF GENERAL SERVICES

Be it hereby known

E & E IT Consulting Services Inc

A

Woman Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 9/8/2009

EXPIRATION DATE: 9/30/2011

A handwritten signature in black ink that reads "Kathryn Waters-Perez".

Kathryn Waters-Perez, Director
Bureau of Minority and Women
Business Opportunities



IT Consulting Services, Inc.

October 28, 2009

To: Whom It May Concern
Subject: Number of Employees

The purpose of this letter is to verify that the total number of employees currently employed by e&e IT Consulting Services, Inc. is eighty-two (82).

If you require any additional information, please contact me directly.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Linda K. Etter".

Linda K. Etter, President

e&e IT Consulting Services, Inc.
2010 State Road, Suite 100
Camp Hill, PA 17011
717-975-1664
717-975-1665 fax
letter@ene-it-consulting.com



May 7, 2010

Ms. Kate McCabe
Business Development Executive
Eclaro International, Inc.
450 Seventh Avenue
Suite 506
New York, NY 10123

Dear Ms. McCabe:

Please accept this letter as IBM's intent to subcontract to your firm, a portion of the services required by the Commonwealth of Pennsylvania, Pennsylvania Department of General Services RFP 6100012054 for Software Reselling including Management of Microsoft Select Agreement. Specifically, we intend to utilize your skills in Lots 2 through 10 around the consulting, installation, tuning and configuration of IBM Software products, as well as related training.

Sincerely,

A handwritten signature in black ink that reads "John Luchetti".

John Luchetti
IBM Client Solutions Executive



pennsylvania
DEPARTMENT OF GENERAL SERVICES

Be it hereby known

Eclaro International Inc

A

Minority Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 2/9/2010

EXPIRATION DATE: 2/28/2012

Kathryn Waters-Perez

Kathryn Waters-Perez, Director
Bureau of Minority and Women
Business Opportunities

eclaro international

BUSINESS AND TECHNOLOGY CONSULTING

May 7, 2010

jmluchet@us.ibm.com

Mr. John Luchetti
Client Solutions Executive
IBM Government Solutions, Commonwealth of Pennsylvania Account
2020 Technology Parkway, Mechanicsburg, PA 17050

Subject: Eclaro International, Inc. information, as requested

Dear Mr. Luchetti,

Thank you for the opportunity to assist IBM in bidding and delivering solutions for the Commonwealth of Pennsylvania.

Eclaro International, Inc. is headquartered at 450 Seventh Avenue, Suite 506, New York, NY 10123. The telephone number is 212-258-2626, or direct number is 646-695-2931. The company's federal tax ID number is 73-1703199. The company's 2008 federal tax return reflecting corporate revenue is attached. The 2009 tax return has not been filed yet, we've received an extension. We would be happy to provide that when it's filed

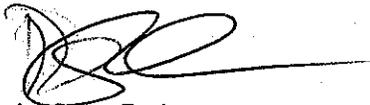
Eclaro International is a Commonwealth of Pennsylvania Certified Minority Owned Business. The BMW BO Certification is attached.

Eclaro International Inc. also certifies that it has less than 100 employees.

Please feel free to contact Kate McCabe if you have any questions or need additional information. As you know, Kate can be reached at 646-695-2931 and via email at cmccabe@eclaroIT.com.

We wish you the best with your proposal and look forward to assisting IBM in this effort.

Sincerely,

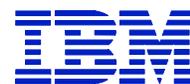


Daniel Sung Park

President and CEO

Attachment(s) as stated

450 Seventh Avenue, Suite 506
New York, NY 10123
Telephone 212.258.2626 Fax 212.258.2115
www.eclaroIT.com



International Business Machines Corporation

2020 Technology Parkway
Mechanicsburg, PA 17050

May 7, 2010

Mrs. Debra A. Pierson
President
Pierson Computing Connection, Inc.
6 North Frederick Street
Mechanicsburg, PA 17055

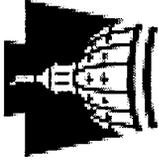
Dear Mrs. Pierson:

Please accept this letter as IBM's intent to subcontract to your firm, a portion of the services required by the Commonwealth of Pennsylvania, Pennsylvania Department of General Services RFP 6100012054 for Software Reselling including Management of Microsoft Select Agreement. Specifically, we intend to utilize your skills in Lots 2 through 10 around the consulting, installation, tuning and configuration of IBM Software products, as well as related training.

Sincerely,

A handwritten signature in black ink that reads "John Luchetti". The signature is written in a cursive, flowing style.

John Luchetti
IBM Client Solutions Executive



pennsylvania
DEPARTMENT OF GENERAL SERVICES

Be it hereby known

Pierson Computing Connection Inc

A

Woman Business Enterprise

Is recognized as a certified business enterprise owned and controlled in accordance with the criteria established by Executive Order No. 2004-6 and 4 Pennsylvania Code, Section 68.204.

ISSUE DATE: 12/22/2009

EXPIRATION DATE: 1/31/2012

Kathryn Waters-Perez

Kathryn Waters-Perez, Director
Bureau of Minority and Women
Business Opportunities



Pierson Computing Connection Inc
Powering Technology for People™

May 10, 2010

Mr. John Luchetti
IBM
2020 Technology Parkway
Mechanicsburg, PA 17050

Dear John:

Thank you for the opportunity to bid with IBM in response to the Commonwealth of Pennsylvania software RFP. We appreciate your partnership and look forward to working with you. This letter serves to attest that Pierson Computing Connection, Inc. employees fewer than 100 employees.

Sincerely,

A handwritten signature in blue ink, appearing to read "Debra A. Pierson", with a long, sweeping horizontal line extending to the right.

Debra A. Pierson
President

P.O. Box 206
New Kingstown, PA 17072
717.796.0493
Fax 717.796.0692
www.pieroncci.com



December 22, 2009

Debra A Pierson
Pierson Computing Connection Inc
6 North Frederick Street
Mechanicsburg, PA 17055

CERTIFICATION NO: 120131Pierson
EXPIRATION DATE: January 31, 2012

The Bureau of Minority and Women Business Opportunities has reviewed your submission for recertification. I am pleased to inform you that your company has been approved. This recertification demonstrates the Commonwealth's recognition of your company as a Woman Business Enterprise.

Through the application process, you have presented documentation that your company is engaged in providing certain products and/or services. Information regarding these products and/or services for which you have been certified has been electronically listed for use by all Commonwealth agencies. Please note that obtaining certification is only the first step in pursuing state contracts. The next step is to use this certification as a tool when you market your goods or services to the Commonwealth's agencies and departments. For information on workshops explaining how to pursue state government contracts, please contact our Business Development Unit at 717-705-2398.

Your recertification is valid until the expiration date noted in this letter. Ninety (90) days prior to the expiration of your certification, you should contact the bureau regarding the recertification process. If the eligibility standards set forth in our Statements of Policy including but not limited to ownership, management, or operational control change during the certification period, you should immediately notify the bureau of the changes.

The Bureau of Minority and Women Business Opportunities reserves the right to periodically review the ownership, management and operational control to confirm the continued validity of the certification status, as conferred by the Commonwealth.

We look forward to assisting you in doing business with the Commonwealth of Pennsylvania.

Sincerely,

A handwritten signature in black ink that reads "Kathryn Waters-Perez". The signature is written in a cursive, flowing style.

Kathryn Waters-Perez, Director

Enclosure(s): Certificate

CERTIFIED CODES

80101507 Information technology consultation services
81111508 Application implementation services
81111801 Computer or network or internet security
81111802 Mainframe administration services
81111803 Local area network LAN maintenance or support
81111804 Wide area network WAN maintenance or support
81111805 Proprietary or licensed systems maintenance or support
81111806 Database analysis
81111809 System installation
81111811 Technical support or help desk services
81111901 Database information retrieval
81112001 On line data processing
81112002 Data processing or preparation services
81112201 Maintenance or support fees
86141703 Computer programmed instruction

REQUEST FOR PROPOSALS FOR

**SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT
AGREEMENT**

ISSUING OFFICE

**Commonwealth of Pennsylvania
Department of General Services
555 Walnut Street, 6th floor
Harrisburg, PA 17101-1914**

RFP NUMBER

6100012054

DATE OF ISSUANCE

JANUARY 15, 2010

**REQUEST FOR PROPOSALS FOR
SOFTWARE INCLUDING MICROSOFT SELECT**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
Deadline to submit Questions via email to RA-itpurchases@state.pa.us	Potential Offeror(s)	2/3/2010
Optional Pre-proposal Conference—Location: Department of General Services, 555 Walnut St, 6 th floor, Harrisburg, Pa. Conference Room 1 (10:30 am – 12:00 am)	Issuing Office/Potential Offeror(s)	2/9/2010
Answers to Potential Offeror(s) questions posted to the DGS website (http://www.dgsweb.state.pa.us/comod/main.asp) no later than this date.	Issuing Office	2/12/2010
Please monitor website for all communications regarding the RFP.	Potential Offeror(s)	Ongoing
Sealed proposal must be received by 3PM EST in the Issuing Office at Department of General Services, 555 Walnut Street, Forum Place, 6 th floor, Harrisburg, PA 17101	Offeror(s)	2/26/2010

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Department of General Service’s** consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Software Reselling including Management of the Microsoft Select Agreement** (“Project”).

I-2. Issuing Office. The **Department of General Services** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be **Thomas Teprovich, Forum Place 6th Fl, 555 Walnut St. Harrisburg, PA, 17101, RA-itpurchases@state.pa.us**, and the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. COPA seeks Software Resellers and Value Added Partners to provide software, training, pre-sales assistance, documentation, volume license agreement administration and related services. Additionally, the Offeror(s) will provide software which is not available through volume license agreements. Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be an **Established-Price** contract containing the **IT Terms and Conditions** as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Preproposal Conference. The Issuing Office will hold a preproposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two**

(2) individuals per Offeror. The preproposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Preproposal Conference is **optional**.

I-9. Questions & Answers. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by email (**with the subject line "RFP 6100012054 Question"**) to the Issuing Officer named in **Part I, Section I-2** of the RFP. If the Offeror has questions, they must be submitted via email **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation. The required protest process for Commonwealth procurements is described on the DGS website.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.dgsweb.state.pa.us/RTA/Search.aspx>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Issuing Office will reject any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing **seven (7) paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal and two (2) paper copies of the Disadvantaged Business Submittal**. In addition to the paper copies of the proposal,

Offerors shall submit **two (2) complete and exact copies of the entire proposal (Technical, Cost and Disadvantaged Business Submittals, along with all requested documents)** on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offerors may not lock or protect any cells or tabs. Offerors should ensure that there is no costing information in the technical submittal. Offerors should not reiterate technical information in the cost submittal. The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix D** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid for **120 days** or until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Disadvantaged Business Information. The Issuing Office encourages participation by small disadvantaged businesses as prime contractors, joint ventures and subcontractors/suppliers and by socially disadvantaged businesses as prime contractors.

Small Disadvantaged Businesses are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes:

- a. Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority business enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and
- b. United States Small Business Administration certified 8(a) small disadvantaged business concerns.
- c. Businesses that BMWBO determines meet the Small Business Administration criteria for designation as a small disadvantaged business.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Socially disadvantaged businesses are businesses in the United States that BMWBO determines are owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias, but which do not qualify as small businesses. In order for a business to qualify as “socially disadvantaged,” the offeror must include in its proposal clear and convincing evidence to establish that the business has personally suffered racial or ethnic prejudice or cultural bias stemming from the business person’s color, ethnic origin or gender.

Questions regarding this Program can be directed to:

Department of General Services
Bureau of Minority and Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: gs-bmwbo@state.pa.us
Website: www.dgs.state.pa.us

A database of BMWBO-certified minority- and women-owned businesses can be accessed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx>. The federal vendor database can be accessed at <http://www.ccr.gov> by clicking on *Dynamic Small Business Search* (certified companies are so indicated).

I-14. Information Concerning Small Businesses in Enterprise Zones. The Issuing Office encourages participation by small businesses, whose primary or headquarters facility is physically located in areas the Commonwealth has identified as *Designated Enterprise Zones*, as prime contractors, joint ventures and subcontractors/suppliers.

The definition of headquarters includes, but is not limited to, an office or location that is the administrative center of a business or enterprise where most of the important functions of the business are conducted or concentrated and location where employees are conducting the business of the company on a regular and routine basis so as to contribute to the economic development of the geographical area in which the office or business is geographically located.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

There is no database or directory of small businesses located in Designated Enterprise Zones. Information on the location of *Designated Enterprise Zones* can be obtained by contacting:

Aldona M. Kartorie
Center for Community Building
PA Department of Community and Economic Development
4th Floor, Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120-0225
Phone: (717) 720-7409
Fax: (717) 787-4088
Email: akartorie@state.pa.us

I-15. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-16. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

I-17. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification.

I-18. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-19. Proposal Contents.

a. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

b. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual

property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

c. **Public Disclosure.** After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-20. Best and Final Offers. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following:

- i) Schedule oral presentations;
- ii) Request revised proposals;
- iii) Conduct a reverse online auction; and
- iv) Enter into pre-selection negotiations.

The Issuing Office will limit any best and final offer opportunities to responsible Offerors (defined in Part III, Section III-4 of this RFP) whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award as being within the top competitive range of responsive proposals. The Evaluation Criteria found in Part III, Section III-3, shall also be used to evaluate the best and final offers. Price reductions offered through any reverse online auction shall have no effect upon the Offeror’s Technical Submittal. Dollar commitments to Disadvantaged Businesses and Enterprise Zone Small Businesses can be reduced only in the same percentage as the percent reduction in the total price offered through any reverse online auction or negotiations.

I-21. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-22. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror’s proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of

this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-23. Debriefing Conferences. Offerors whose proposals are not selected will be notified of the name of the selected Offeror and given the opportunity to be debriefed. The Issuing Office will schedule the time and location of the debriefing. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute the filing of a protest.

I-24. Issuing Office Participation. Offerors shall provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in this **Part I, Section I-24**. The Commonwealth will not be providing any office space, reproduction facilities or other logistical support for this project.

I-25. Term of Contract. The initial term of the contract will commence on **July 1, 2010 (the "Effective Date")** and will end **June 30, 2012**. **The Commonwealth, at its sole option, may renew the contract for up to an additional three (3) years. The Commonwealth may exercise the renewal(s) in single or multiple year increments, at any time during the contract term.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

I-26. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- a. All of the Offeror's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- c. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.

- d. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- h. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal.
- j. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.

I-27. Notification of Selection. The Issuing Office will notify the selected Offeror in writing of its selection for negotiation after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.

I-28. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at <http://www.dgsweb.state.pa.us/comod/ProtestProcedures.doc>. A protest by a party not submitting a proposal must be filed within **seven** days after the protesting party knew or should have known of the facts giving rise to the protest, but no later than the proposal submission deadline specified in the Calendar of Events of the RFP. Offerors may file a protest within **seven** days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven** days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office.

I-29. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-30. COSTARS PROGRAM

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

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

1. A "local public procurement unit" is:

- Any political subdivision (local government unit), such as a municipality, school district, or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax-exempt, nonprofit educational institution or organization;
- Any tax-exempt, nonprofit public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

2. A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- The Pennsylvania Turnpike Commission;
- The Pennsylvania Housing Finance Agency;
- The Pennsylvania Municipal Retirement System;
- The Pennsylvania Infrastructure Investment Authority;
- The State Public School Building Authority;
- The Pennsylvania Higher Education Facilities Authority, and
- The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer are not State-affiliated entities under the code.

However, elements of the court system, the General Assembly, and independent agencies, boards, or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services, and construction.

3. A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx> .
- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
 - C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders ("POs") to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
 - D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
 - E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor's classification:

Contractor Classification	Required Administrative Fee
Qualified Small Business Bidder , defined as having less than 100 full-time employees or full-time equivalent employees and Gross Annual Revenue less than \$20,000,000	\$500
All Other Bidders	\$1,500

1. Each bidder electing to permit COSTARS Members to participate in the Contract should submit with its bid a check for the required amount, payable to “Commonwealth of PA”. Contractors must pay the Administrative Fee in order to sell the awarded items/services to COSTARS Members. If the bidder is asserting that it is a Qualified Small Business, a completed Appendix K - Department of General Services Small Business Certification must be completed and returned with the bid package.
 2. Upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA”. The Contractor must pay the Administrative Renewal Fee to continue to sell the awarded items/services to COSTARS Members
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under in this Subsection.
1. The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract year.
 2. DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - a. The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - b. The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

- c. The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - d. Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - e. The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - f. The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
- 1. The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at www.dgs.state.pa.us/costars. If a Contractor does not have access to the internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
 - 2. For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.

3. DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at www.dgs.state.pa.us/costars

1. If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at www.dgs.state.pa.us/costars, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
2. Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

Telephone: 1-866-768-7827
E-mail GS-PACostars@state.pa.us

I-31. Participating Addendum with an External Procurement Activity.

Section 1902 of the *Commonwealth Procurement Code*, 62 Pa.C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- a. **Definitions.** The following words and phrases have the meanings set forth in this subsection a of **Part I, Section I-32**:
 - 1) *External procurement activity*: The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C.S. §1901]. An agency of the United States is an external procurement activity.”
 - 2) *Participating addendum*: A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.

- 3) *Public procurement unit*: The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”
 - 4) *Purchasing agency*: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”
- b. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.
- c. **Additional Terms.**
- 1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
 - 2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
 - 3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
 - 4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.
- d. **Prices.**
- 1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - a) State and local taxes;
 - b) Unemployment and workers compensation fees;
 - c) E-commerce transaction fees; and
 - d) Costs associated with additional terms, established pursuant to this **Part I, Section I-32**.

- 2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.
- e. **Usage Reports on External Procurement Activities.** The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the fifteenth calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.
- f. **Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** electronic copy of the participating addendum to the Contracting Officer within **ten** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Disadvantaged Business cost data should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of the following **three** separately sealed submittals:

- a. Technical Submittal, which shall be a response to RFP **Part II, Sections II-1 through II-8**;
- b. Disadvantaged Business Submittal, in response to RFP **Part II, Section II-9**; and
- c. Cost Submittal, in response to RFP **Part II, Section II-10**.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in **Part IV** of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Indicate the number of person hours allocated to each task. Include a Program Evaluation and Review Technique (PERT) or similar type display, time related, showing each event. If more than one approach is apparent, comment on why you chose this approach.

II-4. Prior Experience. Include experience in **reselling software and services from multiple publishers**. Experience shown should be work done by individuals who will be

assigned to this project as well as that of your company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the number of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Project. For key personnel such as the Project Manager and Account Representatives, include the employee's name and, through a resume or similar document, the Project personnel's education and experience in **reselling software and services from multiple publishers**. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. Identify by name any subcontractors you intend to use and the services they will perform.

II-6. Training. If appropriate, indicate recommended training of agency personnel. Include the agency personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of sessions, and number and level of instructors.

II-7. Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. If your company is a publically traded company, please provide a link to your financial records on your company's website; otherwise, provide three (3) years of your company's financial documents such as audited financial statements or recent tax returns (e.g. Balance sheets, profit and loss statements).

II-8. Objections and Additions to Standard Contract Terms and Conditions. The Offeror will identify which, if any, of the terms and conditions (contained in **Appendix A**) it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, on the basis of the terms and conditions set out in **Appendix A**. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in **Appendix A or to other provisions of the RFP as specifically identified above**.

II-9. Disadvantaged Business Submittal.

a. Disadvantaged Business Information.

i) To receive credit for being a Small Disadvantaged Business or a Socially Disadvantaged Business or for entering into a joint venture agreement with a Small Disadvantaged Business or for subcontracting with a Small Disadvantaged Business (including purchasing supplies and/or services through a purchase agreement), a Offeror must include proof of Disadvantaged Business qualification in the Disadvantaged Business Submittal of the proposal, as indicated below:

1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.

2) Businesses certified by the U.S. Small Business Administration pursuant to Section 8(a) of the Small Business Act (15 U.S.C. § 636(a)) as an 8(a) Small Disadvantaged Businesses must submit proof of U.S. Small Business Administration certification. The owners of such businesses must also submit proof of United States citizenship.

3) Businesses, which assert that they meet the U.S. Small Business Administration criteria for designation as a small disadvantaged business, must submit: a) self-certification that the business meets the Small Business Administration criteria and b) documentary proof to support the self-certification. The owners of such businesses must also submit proof of United States citizenship, and provide any relevant small disadvantaged business certifications by other certifying entities.

4) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must attest to the fact that the business has 100 or fewer employees.

5) All businesses claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or U.S. Small Business Administration certification as an 8(a) or self-certification as a U.S. Small Business Administration small disadvantaged business, must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.

ii) All businesses claiming status as a Socially Disadvantaged Business must include in the Disadvantaged Business Submittal of the proposal clear and convincing evidence to establish that the business has personally suffered

racial or ethnic prejudice or cultural bias stemming from the business person's color, ethnic origin or gender. The submitted evidence of prejudice or bias must:

- 1) Be rooted in treatment that the business person has experienced in American society, not in other countries.
- 2) Show prejudice or bias that is chronic and substantial, not fleeting or insignificant.
- 3) Indicate that the business person's experience with the racial or ethnic prejudice or cultural bias has negatively impacted his or her entry into and/or advancement in the business world.

BMWBO shall determine whether the Offeror has established that a business is socially disadvantaged by clear and convincing evidence.

iii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:

- 1) Those Small Disadvantaged Businesses submitting a proposal as the Offeror, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Offeror and not by subcontractors and suppliers.
- 2) Those Small Disadvantaged Businesses submitting a proposal as a part of a joint venture partnership, must include a numerical percentage which represents the total percentage of the work (as a percentage of the total cost in the Cost Submittal) to be performed by the Small Disadvantaged Business joint venture partner and not by subcontractors and suppliers or by joint venture partners who are not Small Disadvantaged Businesses. Offeror must also provide:
 - a) The amount of capital, if any, each Small Disadvantaged Business joint venture partner will be expected to provide.
 - b) A copy of the joint venture agreement signed by all parties.
 - c) The business name, address, name and telephone number of the primary contact person for the Small Disadvantaged Business joint venture partner.

- 3) *All* Offerors must include a numerical percentage which represents the total percentage of the total cost in the Cost Submittal that the Offeror commits to paying to Small Disadvantaged Businesses as subcontractors. To support its total percentage DB subcontractor commitment, Offeror must also include:
 - a) The dollar amount of each subcontract commitment to a Small Disadvantaged Business;
 - b) The name of each Small Disadvantaged Business. The Offeror will not receive credit for stating that after the contract is awarded it will find a Small Disadvantaged Business.
 - c) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.
 - d) The location where each Small Disadvantaged Business will perform services.
 - e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
 - f) A signed subcontract or letter of intent for each Small Disadvantaged Business. The subcontract or letter of intent must identify the specific work, goods or services the Small Disadvantaged Business will perform and how the work, goods or services relates to the project.
 - g) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.
- 4) The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.
- 5) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.
- iv) The Offeror is required to submit **two** copies of its Disadvantaged Business Submittal. The submittal shall be clearly identified as Disadvantaged Business information and sealed in its own envelope, separate from the remainder of the proposal.
- v) A Small Disadvantaged Business can be included as a subcontractor with as many prime contractors as it chooses in separate proposals.
- vi) An Offeror that qualifies as a Small Disadvantaged Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

b. Enterprise Zone Small Business Participation.

- i) To receive credit for being an enterprise zone small business or entering into a joint venture agreement with an enterprise zone small business or subcontracting with an enterprise zone small business, an Offeror must include the following information in the Disadvantaged Business Submittal of the proposal:
 - 1) Proof of the location of the business' headquarters (such as a lease or deed or Department of State corporate registration), including a description of those activities that occur at the site to support the other businesses in the enterprise zone.
 - 2) Confirmation of the enterprise zone in which it is located (obtained from the local enterprise zone office).
 - 3) Proof of United States citizenship of the owners of the business.
 - 4) Certification that the business employs 100 or fewer employees.
 - 5) Proof that the business' gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax return or audited financial statement.
 - 6) Documentation of business organization, if applicable, such as articles of incorporation, partnership agreement or other documents of organization.
- ii) In addition to the above verifications, the Offeror must include in the Disadvantaged Business Submittal of the proposal the following information:
 - 1) The name and telephone number of the Offeror's project (contact) person for the Enterprise Zone Small Business.
 - 2) The business name, address, name and telephone number of the primary contact person for each Enterprise Zone Small Business included in the proposal. The Offeror must specify each Enterprise Zone Small Business to which it is making commitments. The Offeror will not receive credit for stating that it will find an Enterprise Zone Small Business after the contract is awarded or for listing several businesses and stating that one will be selected later.
 - 3) The specific work, goods or services each Enterprise Zone Small Business will perform or provide.

- 4) The total cost amount submitted in the Offeror's cost proposal and the estimated dollar value of the contract to each Enterprise Zone Small Business.
 - 5) Of the estimated dollar value of the contract to each Enterprise Zone Small Business, the percent of the total value of services or products purchased or subcontracted that each Enterprise Zone Small Business will provide.
 - 6) The location where each Enterprise Zone Small Business will perform these services.
 - 7) The timeframe for each Enterprise Zone Small Business to provide or deliver the goods or services.
 - 8) The amount of capital, if any, each Enterprise Zone Small Business will be expected to provide.
 - 9) The form and amount of compensation each Enterprise Zone Small Business will receive.
 - 10) For a joint venture agreement, a copy of the agreement, signed by all parties.
 - 11) For a subcontract, a signed subcontract or letter of intent.
- iii) The dollar value of the commitment to each Enterprise Zone Small Business must be included in the same sealed envelope with the Disadvantaged Business Submittal of the proposal. The following will become a contractual obligation once the contract is fully executed:
- 1) The amount of the selected Offeror's Enterprise Zone Small Business commitment;
 - 2) The name of each Enterprise Zone Small Business; and
 - 3) The services each Enterprise Zone Small Business will provide, including the timeframe for performing the services.

II-10. Cost Submittal. The information requested in this **Part II, Section II-10 and Appendix H – Cost Matrix** shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The Offeror must submit a separate sealed envelope for each Lot the Offeror is to bid on. The Lot title must be stated on the front for each envelope. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing

Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-11. Domestic Workforce Utilization Certification. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix B** of this RFP. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal.

II-12. COSTARS Program Questionnaire. Complete and sign the questionnaire regarding the COSTARS program contained in **Appendix C** of this RFP. Submit the signed questionnaire in the same sealed envelope with the Technical Submittal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- a. Timely received from an Offeror;
- b. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The Issuing Office reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in an Offeror’s proposal.

III-3. Evaluation Criteria. The following criteria will be used in evaluating each proposal.

- a. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40** % of the total points.
- b. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40** % of the total points.
- c. **Disadvantaged Business Participation:** BMWBO has established the weight for the Disadvantaged Business Participation criterion for this RFP as **20%** of the total points. Evaluation will be based upon the following in order of priority:

Priority Rank 1	Proposals submitted by Small Disadvantaged Businesses.
Priority Rank 2	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
Priority Rank 4	Proposals submitted by Socially Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses and/or Socially Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the highest score and the succeeding options receiving scores in accordance with the above-listed priority ranking

To the extent that an Offeror qualifies as a Small Disadvantaged Business or a Socially Disadvantaged Business, the Small Disadvantaged Business or Socially Disadvantaged Business cannot enter into subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract. If a Small Disadvantaged Business or a Socially Disadvantaged Business subcontracts more than **40%** of the total estimated dollar amount of the contract to other contractors, the Disadvantaged Business Participation scoring shall be proportionally lower for that proposal.

d. **Enterprise Zone Small Business Participation:** In accordance with the priority ranks listed below, bonus points in addition to the total points for this RFP, will be given for the Enterprise Zone Small Business Participation criterion. The maximum bonus points for this criterion are 3% of the total points for this RFP. The following options will be considered as part of the final criteria for selection:

- Priority Rank 1** Proposals submitted by an Enterprise Zone Small Business will receive three percent bonus for this criterion.

- Priority Rank 2** Proposals submitted by a joint venture with an Enterprise Zone Small Business as a joint venture partner will receive two percent bonus for this criterion.

- Priority Rank 3** Proposals submitted with a subcontracting commitment to an Enterprise Zone Small Business will receive the one percent bonus for this criterion.

- Priority Rank 4** Proposals with no Enterprise Zone Small Business Utilization shall receive no points under this criterion.

To the extent that an Offeror is an Enterprise Zone Small Business, the Offeror cannot enter into contract or subcontract arrangements for more than **40%** of the total estimated dollar amount of the contract in order to qualify as an Enterprise Zone Small Business for purposes of this RFP.

e. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum bonus points for this criterion are 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those

Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. Offerors who seek consideration for this criterion must submit in hardcopy the signed Domestic Workforce Utilization Certification Form in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-4. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- (1) the total score for the technical submittal of the Offeror's proposal must be greater than or equal to 70% of the highest scoring technical submittal; and
- (2) the Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will assess each Offeror's financial capacity based on industry standard analysis of the Offeror's financial statements requested in Appendix I – Company Profile Summary. This may include:
 - ratio, horizontal or vertical analysis;
 - industry comparison using Dun & Bradstreet's Key Business Ratios to measure Offerors' solvency, efficiency and profitability;
 - the ratio of the Offeror's annual sales revenue to the expected annual spend for this contract;
 - the percentage of the Offeror's annual sales revenue attributed to the Commonwealth; and
 - the Offeror's sustainable growth rate.

The Issuing Office reserves the right, in its sole discretion, not to consider for best and final offers or selection for contract negotiation, any Offeror who fails to achieve acceptable scores on the Dun & Bradstreet's Key Business Ratios; has annual sales revenue less than three times the expected annual spend for this contract; with the award of this contract would receive more than half of its annual sales revenue from the Commonwealth; or has a sustainable growth rate which does not support the addition of the expected annual spend for this contract. Offerors who fail to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office for best and final offers or contract

negotiation contingent upon such Offerors providing contract performance security for the expected annual contract amount in a form acceptable to the Issuing Office.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-5. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BMWBO will evaluate the Disadvantaged Business Submittal and provide the Issuing Office with a rating for this component of each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offeror whose proposal is determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

PART IV

WORK STATEMENT

IV-1. OVERVIEW

The Commonwealth seeks Software Resellers and Value Added Partners to provide third-party software and software-related pre-sales assistance, training, support, maintenance, documentation and related services. All Software Resellers and Value Added Partners must be able to manage volume license agreements.

Currently, ninety percent (90%) of the Commonwealth's software needs are provided through contract 4400004230 with Dell/ASAP. This agreement expires on June 30, 2010. The Commonwealth currently spends over \$60 Million per year through this agreement. The Commonwealth has provided Offerors with **Appendix G – Current Contract Utilization**, for informational purposes. Offerors may also view the current contract and Microsoft Select Agreement at <http://www.emarketplace.state.pa.us> for further information.

For the purposes of this RFP, COPA intends to award Lots 1-10 to a single Offeror per Lot. Lots 11 and 12 will be awarded to all responsive and responsible Offerors. At this time, Lot 12 – Google Apps, will only be utilized by COSTARS Members. The Commonwealth reserves the right to award multiple Lots to a single Offeror.

In addition to licenses, the Software Reseller(s) will, if requested by an Agency, also resell training, support, installation, customization, documentation, subscription, and maintenance services which the Software Publisher is willing to provide through the Software Reseller.

This is not an exclusive contract for software procurements. The Commonwealth may enter into other contract for software, warranty services/upgrades or extended maintenance services/upgrades. The Commonwealth is not required to end current contract agreements and reserves the right to enter into new agreements with vendors for these or similar services and products.

IV-2. LOT STRUCTURE AND QUALIFICATIONS

The Lot Structure for this RFP is as follows:

Lot #	Lot Description	Method of Award
1	COPA Market Basket	Single
2	IBM Cognos	Single
3	IBM Filenet	Single
4	IBM Infosphere	Single
5	IBM Optim	Single
6	IBM Information Management	Single
7	IBM Lotus	Single
8	IBM Rational	Single
9	IBM Tivoli	Single
10	IBM Websphere	Single
11	Open Source Products	Multiple
12	Google Apps	Multiple (COSTARS Only) An agency under the Governor's jurisdiction will only be able to purchase from this Lot if the purchase receives prior approval from the Governor's Office of Administration (OA)

Mandatory Qualifications for Lots

The Offeror must meet or exceed all requirements in the Lot Qualifications listed for the Lots below.

Lot 1

- The Commonwealth requires the Offeror establish reseller relationships with at least 99% of the Software Publishers listed in **Appendix F – Required Software Publishers** for Lot 1. The Offeror must submit Appendix F defining which publishers it is authorized to resell titles for. The Offeror must describe alternative means by which Commonwealth agencies will be able to procure software licenses/support services for Software Publishers the Offeror cannot establish relationships with prior to award. The awarded Offeror must apprise the Commonwealth of possibilities for additional volume license agreements; make recommendations to COPA regarding possible savings from their use, and assist the Commonwealth to develop such agreements at the Commonwealth's request.
- The Commonwealth requires the Offeror to provide documentation naming the Offeror as a certified Microsoft Large Account Reseller (LAR).

NOTE: For the purpose of this RFP, the line items captured within Appendix H – Cost Matrix for Lot 1 represent a market basket of software titles and maintenance commonly

purchased by the Commonwealth. The individual products listed in the market basket are a sample of products purchased, and in no way represent all of the items purchased by the Commonwealth.

Lots 2-5

- The Commonwealth requires the Offeror submit documentation showing it is an “IBM Value Added Partner” for each type of software it proposes to provide.

Lots 7-10

- The Commonwealth requires the Offeror submit documentation showing it is an “IBM Software Value Plus” reseller.

Lot 12

- The Commonwealth requires the Offeror submit documentation showing it is a Google Apps Authorized Reseller.

IV-3. RESPONSE REQUIREMENTS

All Response Requirements must be submitted for the Offeror to qualify for this RFP

1. The Offeror must complete **Appendix I - Company Profile Summary**.
2. The Offeror must submit its Organization Chart showing all levels of management, down to the Project Manager, that will be involved throughout the entire length of the contract. If during the time of the contract the Organization Chart changes, the new chart must be submitted to Commonwealth within sixty (60) days of a change.
3. The Offeror must submit two (2) private and two (2) public (government) sector references that show the Offeror’s ability to provide Software Reselling Services for an account similar to the size and scope of COPA. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.
4. The Offeror must submit a completed **Appendix H – Cost Matrix** for each Lot the Offeror is submitting a proposal. The Offeror must submit a separate sealed envelope for each Lot. The Lot title must be stated on the front for each envelope.
5. The Offeror must submit the resume of the individual who will serve as the Project Manager, along with a minimum of two references for that individual, to demonstrate the required skills and experience. The Project Manager must have a minimum of five (5) years experience with increased levels of responsibility. The Project Manager must have experience managing large scale projects involving software-related pre-sales assistance, training, support, maintenance and documentation. Additionally, the Project Manager must possess effective oral and written communication skills and must have experience managing service level agreements.

The Offeror must also submit a resume and references of the individual who will act as the substitute/temporary Project Manager in the case that the assigned Project Manager is unavailable for an extended period of time. The substitute/temporary project manager must have similar qualifications as the named Project Manager possesses.

6. The Offeror must describe the training/education required of, or provided to, sales associates who will be dealing directly with agencies that need assistance in locating appropriate software to meet a specific need. Describe what resources are available to sales associates to research available software.
7. The Offeror must submit an Implementation Plan as part of the proposal. At a minimum the response should include the structure of account representatives who will be dedicated to Commonwealth business, the development (as needed) and roll-out of the web-based ordering and reporting tool, and the process the Offeror will use to ensure all invoicing is meeting Commonwealth standards.

The Implementation Plan must include how the Offeror proposes to set up relationships with Software Publishers they currently do not have relationships with. The plan must include steps for setting up relationships, time frames and other means the Commonwealth can utilize to procure the required software titles.

8. The Offeror must submit a plan to establish a secure e-procurement site that meets the requirements set forth in **Part IV-4 (3) Contract Requirement**.
9. The Offeror must submit a transition plan that identifies the critical tasks that must occur to provide a smooth and orderly transition of functions between the outgoing contractor and the selected Offeror with minimal disruption to operations. The transition Plan should include:
 - The strategy for transferring system responsibility to agency staff
 - Areas that will require continued Offeror support;
 - Timeline that will be applied to the transition plan;
 - Responsibilities of each of the parties;
 - Breakdown of activities that will be performed in the transition phase;
 - Knowledge transfer process that supplement the Training Plan activities;
 - Technical tools and Technical staff training
 - Transfer data from current Vendor to Awarded Offeror
10. The Offeror must submit an issue escalation plan. The escalation plan must place emphasis on restoring the satisfaction of the user. The plan should include notification to agency users, agency management, and Commonwealth Contract Officer as defined in the contract. The escalation process must include action to be taken by Offeror management at each step in the process.

11. The Offeror must submit a plan to have a central repository of all executed software licenses and titles that the Commonwealth procures through the contracts resulting from this RFP. This repository must be made available to the agencies online with access only to their agencies information. DGS and OA will be given the rights to view all agencies' information.
12. The Offeror must describe the reporting process and include sample reports for Commonwealth procurement management and agency customers. Offerors should describe any enhanced reporting capabilities, capability to deliver reports electronically, ability to utilize the web-based tool to provide direct access to reports, and frequency of data updates in these reporting tools. Offeror must describe how and what kind of records will be kept, and on what schedule the invoicing is audited to insure contractual compliance.
13. The Offeror should submit any value added services the Offeror will provide to Commonwealth at no additional cost. These services may include but are not limited to a usage management tool, tiered pricing, and notification of renewal of licenses or service agreements to the agencies, etc.

IV-4. CONTRACT REQUIREMENTS

All contract requirements must be met or exceeded by the awarded Offeror throughout the entire contract term.

1. The awarded Offeror must include in its reseller agreement a requirement that the software publisher enter into a software license agreement with the Commonwealth that includes the requirements set forth in **Appendix E – Commonwealth Software License Requirements**. Appendix E must be attached to and made part of each software publisher's license agreement for software purchased through this Contract.

The awarded Offeror must maintain a copy of all executed license agreements entered into by the Commonwealth.

2. The awarded Offeror must have a Project Manager available throughout the life of the contract. The Project Manager will function as the Offeror's authorized point of contact with Commonwealth and must be available to respond promptly and fully to all contract requirements. The Project Manager's responsibilities will include, but will not be limited to: providing administrative, supervisory, and technical direction to project personnel; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures. The Project Manager will meet monthly with the agencies in either a group or individual setting for the first six (6) months of the contract. Agencies may continue meetings with the Project Manager as necessary. The Project Manager must be an employee of the selected Offeror and must be authorized to make binding decisions on behalf of the selected Offeror and all

subcontractors. The Project Manager may not be reassigned during the contract period without sixty (60) days prior written notice and Commonwealth's consent.

3. The awarded Offeror must establish a secure e-procurement site personalized for the Commonwealth of Pennsylvania which lists the products, services, and related pricing approved by DGS Bureau of Procurement. The awarded Offeror must accept a purchasing card and a valid PO number for payment of portal purchases.

The secure e-procurement site must have the capability to generate daily reports that reflect all the items ordered by Agency/Bureau for any given time frame throughout the term of the contract. The secure e-procurement site must also allow for adhoc reporting requirements.

The Offeror must remove any software title from the secure e-procurement site at the direction of the Commonwealth. Items not approved by the Commonwealth may not be displayed on the site. Repeated failure to remove software titles when directed may result in cancellation of the contract.

The secure e-procurement site must allow searches by, including but not limited to Volume License Agreement, Software Publisher, product name, Publisher SKU, Purchase Order number, and type of software (e.g. GIS, database).

The secure e-procurement portal must also contain line items for maintenance and support for all software titles available through the site.

The secure e-procurement site must allow agency users the ability to print a quote directly from the shopping cart to attach to the agency PO.

4. The awarded Offeror must propose a means of making any information needed to log in to the catalog available to any agency who is to do so, whether by assigning different codes to each agency or by establishing a single set of login codes and distributing these codes to agency. With the established logins, agency personnel must be able to run real time reports including but not limited to contract utilization, license tracking and order fulfillment for their agency. The Offeror must agree to provide at a minimum, quarterly utilization reports to the Commonwealth. Quarterly reports shall include at a minimum, a summary report with the sales for the period, subtotaled by the purchasing entity name, and a detailed report containing the line item details of each purchase order by agency, bureau/purchasing organization, and software publisher.
5. The awarded Offeror must provide quotes for software to be purchased within a maximum of two (2) business days after receiving a request for a quote, for software currently in the Offeror's catalog.
6. The awarded Offeror must provide software related services in conjunction with software purchased from the resulting contract, including installation, implementation, training, and configuration. The total cost of the services may not exceed 40% of the software

cost (i.e. licensing cost, excluding software support and maintenance). The purchaser must complete and attach **Appendix J - Statement of Work** to the purchase order (PO) when procuring services through this contract. If the services are not purchased at the same time as the software title, the purchaser must reference the PO used to purchase the software in the text block of the PO used to purchase the services.

The Commonwealth may purchase certain standalone services from the resulting contracts if the services relate to a prior software purchase. Except for training services, ALL purchase orders for standalone services over \$25,000 must be approved by DGS.

The awarded Offeror must provide the Commonwealth the option to purchase software support and maintenance at the same time the software is purchased or at any time during the contract term. Software support and maintenance costs are not considered “services” for the purpose of this section and may exceed 40% of the software cost. If support and maintenance are not purchased at the same time as the software title, the purchaser must reference the PO used to purchase the software in the text block of the PO used to purchase the support and maintenance.

7. The awarded Offeror shall be responsible for, including but not limited to, management of license agreements, including reporting to the Software Publisher, tracking of license/agreement numbers and assisting Agencies with enrollment/activation procedures if applicable.
8. The awarded Offeror must honor all quotes for ninety (90) calendar days, regardless of price increases. The Offeror will be responsible for misquotations and must offer the Commonwealth the lowest quote it receives for the required products.
9. The awarded Offeror must make delivery within a maximum of ten (10) business days after receipt of an order for 95% of all orders for the term of the contract. Commonwealth will review this Service Level Agreement on a quarterly basis. If this Service Level Agreement is not met in two (2) consecutive quarters, the Commonwealth will require the Offeror to submit a corrective action plan to meet this Service Level Agreement. If this Service Level Agreement is not met after the corrective action plan is implemented the Commonwealth reserves the right to terminate the Contract.
10. The awarded Offeror must deliver or drop ship software to any location requested by the Commonwealth, including OEMs or hardware resellers holding Statewide Contracts, so that the software can be configured and installed on hardware systems for delivery to an agency. If the software is defective, or if the incorrect product is delivered, the Offeror must accept returns, without charge to the Commonwealth. The Offeror is responsible for return shipping and packaging costs and for reshipment costs including restocking fees.

11. INFORMATION TECHNOLOGY BULLETIN (ITB) COMPLIANCE

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

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

12. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&PageID=458621&level=2&css=L2&mode=2>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Upon request of the Commonwealth, the Contractor must provide written confirmation that the background checks have been conducted.
- (c) If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (d) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein. Nothing in this section shall be deemed to require the Contractor to provide the Commonwealth with confidential or personal information of its employees.
- (e) Commonwealth Purchase Orders (POs) may require Contractor to access to confidential and/or secure data. In the event that access to such data is required, the individual PO will specify the Contractor's responsibilities, which may include, but are not limited to, employees signing confidentiality

statements and documentation of employee background checks. Failure of the Contractor to comply with the confidentiality and security requirements of the PO may result in default of the Contractor under this contract Addendum. In addition, unauthorized access by any employees may result in immediate removal of employees and civil actions or criminal prosecutions.

IV-5. Contract Requirements—Disadvantaged Business Participation and Enterprise Zone Small Business Participation.

All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must also include a provision requiring the selected contractor to meet and maintain those commitments made to Disadvantaged Businesses and/or Enterprise Zone Small Businesses at the time of proposal submittal or contract negotiation, unless a change in the commitment is approved by the BMWBO. All contracts containing Disadvantaged Business participation and/or Enterprise Zone Small Business participation must include a provision requiring Small Disadvantaged Business subcontractors, Enterprise Zone Small Business subcontractors and Small Disadvantaged Businesses or Enterprise Zone Small Businesses in a joint venture to perform at least **50%** of the subcontract or Small Disadvantaged Business/Enterprise Zone Small Business participation portion of the joint venture.

The selected contractor's commitments to Disadvantaged Businesses and/or Enterprise Zone Small Businesses made at the time of proposal submittal or contract negotiation shall be maintained throughout the term of the contract and through any renewal or extension of the contract. Any proposed change must be submitted to BMWBO, which will make a recommendation to the Contracting Officer regarding a course of action.

If a contract is assigned to another contractor, the new contractor must maintain the Disadvantaged Business participation and/or Enterprise Zone Small Business participation of the original contract.

The selected contractor shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the contracting officer of the Issuing Office and BMWBO within **10** workdays at the end of each quarter the contract is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business and/or Enterprise Zone Small Business subcontractors and suppliers, and Small Disadvantaged Business and/or Enterprise Zone Small Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the selected contractor made and for which it received Disadvantaged Business and Enterprise Zone Small Business points. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE

PROOF OF DISADVANTAGED BUSINESSES STATUS OR ENTITLE AN OFFEROR TO RECEIVE CREDIT FOR DISADVANTAGED BUSINESSES UTILIZATION.

APPENDIX B
DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed:

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

APPENDIX C

COSTARS PROGRAM QUESTIONNAIRE

If your firm is awarded a Contract, does it agree to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract? If your answer is “YES”, your firm agrees to pay the applicable Administrative Fee (\$1500 or \$500 for Qualified Small Businesses) upon contract award and each contract renewal date.

Please Answer: YES _____ NO _____

If you are asserting that your firm is a Qualified Small Business, have you completed, signed and included with your bid the required Department of General Services Small Business Certification form?

Please Answer: YES _____ NO _____

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

APPENDIX D - PROPOSAL COVER SHEET

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
RFP# 6100012054**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<i>Signature</i>	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's proposal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

IT CONTRACT TERMS AND CONDITIONS

If an award is made to an Offeror, the Offeror shall receive a Contract that obligates the Offeror to furnish the awarded services in accordance with these IT Contract Terms and Conditions:

1. TERM AND SCOPE OF CONTRACT

- (a) The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. The Effective Date shall be: a) the date the Contract has been fully executed by the Contractor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained or b) the date referenced in the Contract, whichever is later. The Contract shall not be a legally binding contract until after the fully-executed Contract has been sent to the Contractor.
- (b) The fully executed Contract shall not contain ink signatures by the Commonwealth. The Contractor understands and agrees that the receipt of an electronically-printed Contract with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Contract represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Contract. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (c) The Contractor shall not start performance until all of the following have occurred: (1) the Effective Date has arrived; (2) the Contractor has received a copy of the fully executed Contract; and (3) the Contractor has received a Purchase Order. The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the Effective Date of before the Contractor receives a copy of the fully executed Contract or before the Contractor has received a Purchase Order. Except as otherwise provided in Section 3, no Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date.
- (d) The Contractor agrees to furnish the requested services to the Commonwealth as such services are defined in this Contract, the Request for Proposals (RFP) and the Contractor's Proposal.

2. PURCHASE ORDERS

- (a) The Commonwealth may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept Purchase Orders which require performance in excess of those performance time periods specified in the Contract. In no event will the performance time period specified in a Purchase Order extend longer than ninety (90) days after the expiration date of the Contract period. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

- (b) Purchase Orders will not include an ink signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor.
- (d) Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order.
- (e) Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (f) The Commonwealth and the Contractor specifically agree as follows:
 - (1) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
 - (3) The parties agree that no writing shall be required in order to make the order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that have been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
 - (4) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.
- (g) Purchase Orders under three thousand dollars (\$3,000) in total amount may also be made in person or by telephone using a Commonwealth Procurement VISA Card. When an

order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. The Contractor agrees to accept payment through the use of the Commonwealth Procurement VISA card.

3. DEFINITIONS

- (a) Contracting Officer. The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (b) Days. Unless specifically indicated otherwise, days mean calendar days.
- (c) Developed Works or Developed Materials. All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material authored or prepared by Contractor as the work product covered in the scope of work for the Project, without limitation.
- (d) Developed Materials or Developed Works. Except for Contractor's internal communications relating to Services of this Contract that are not delivered to the Commonwealth, all documents, data, records, software, samples or any other literary works or other works of authorship produced by Contractor in carrying out the obligations and Services under this Contract, without limitation. Developed Materials and Developed Works are used interchangeably in this Contract and have the same meaning.
- (e) Documentation. A term used to refer to all materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) Proposal. Contractor's response to a Request for Proposals (RFP) issued by the Issuing Agency.
- (g) Services. All Contractor activity necessary to satisfy the Contract.

4. CONTRACT SCOPE

- (a) If the Contractor must perform work at a Commonwealth facility outside of the daily operational hours set forth by the Commonwealth, it must make arrangements with the Commonwealth to assure access to the facility and equipment. No additional payment will be made on the basis of lack of access, unless the Commonwealth fails to provide access as set out in the RFP.
- (b) Except as set out in this Contract, the Contractor shall not offer for sale or provide Commonwealth agencies with any hardware or software (i.e., personal computers, file servers, laptops, personal computer packaged software, etc.). Contractor may recommend the use of tools such as hardware and software, without requiring agencies to purchase those tools. Software tools that are NOT on statewide contract will be acquired through separately procured purchase agreements, and the Contractor shall not be considered for award of such agreements if it has recommended their use.

- (c) Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=416&PageID=210791&mode=2>), including the accessibility standards set out in IT Bulletin ACC001, IT Accessibility Policy. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

5. IDENTIFICATION NUMBER

The Contractor must have a SAP vendor number.

6. ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:

- (a) This Contract; then
- (b) The proposal, as accepted by the Commonwealth; and then
- (c) The RFP.

7. CONTRACT INTEGRATION

- (a) This Contract, including the Contract signature pages, together with the proposal and Best and Final Offer, if any, and the RFP and addenda thereto, if any, that are incorporated herein by reference, constitutes the final, complete, and exclusive Contract between the parties containing all the terms and conditions agreed to by the parties.
- (b) All representations, understandings, promises, and agreements pertaining to the subject matter of this Contract made prior to or at the time this Contract is executed are superseded by this Contract.
- (c) There are no conditions precedent to the performance of this Contract except as expressly set forth herein.
- (d) No contract terms or conditions are applicable to this Contract except as they are expressly set forth herein.

8. PERIOD OF PERFORMANCE

The Contractor, for the life of this Contract, shall complete all Services as specified under the terms of this Contract. In no event shall the Commonwealth be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such Services.

9. OPTION TO EXTEND

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

10. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

11. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its Proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with a copy of the subcontract agreement between the Contractor and the subcontractor. The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

12. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

13. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

14. COMPENSATION

- (a) The Contractor shall be required to perform at the price(s) quoted in the Contract. All items shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for items supplied and performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

- (b) Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by Purchase Order line item to the address referenced on the Purchase Order promptly after items are satisfactorily delivered. The invoice should include only amounts due under the Contract/Purchase Order. The Purchase Order number must be included on all invoices. In addition, the Commonwealth shall have the right to require the Contractor to prepare and submit a “Work In Progress” sheet that contains, at a minimum, the tasks performed, number of hours, hourly rates, and the purchase order or task order to which it refers.

15. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
 - (1) the date on which payment is due under the terms of the Contract; or
 - (2) forty-five (45) calendar days after a proper invoice actually is received at the “Bill To” address if a date on which payment is due is not specified in the Contract (a “proper” invoice is not received until the Commonwealth accepts the service as satisfactorily performed).

The payment date shall be the date specified on the invoice if later than the dates established by (1) and (2) above.

- (b) Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract, If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications.

(c) Electronic Payments

- (1) The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth’s procurement system (SRM).
- (2) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the Contractor to properly apply the state agency’s payment to the invoice submitted.
- (3) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

16. ASSIGNABILITY

- (a) Subject to the terms and conditions of this Section, the Contract is binding upon the parties and their respective successors and assigns.
- (b) The Contractor may not assign, in whole or in part, the Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Commonwealth, which consent may be withheld at the sole and absolute discretion of the Commonwealth.
- (c) For the purposes of the Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, encumbrance, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (d) Any assignment consented to by the Commonwealth shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (e) Notwithstanding the foregoing, the Contractor may, without the consent of the Commonwealth, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Commonwealth together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Contract.
- (f) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, is not considered to be an assignment. The Contractor shall give the Commonwealth written notice of any such change of name.

17. INSPECTION AND ACCEPTANCE

- (a) Acceptance of Developed Materials will occur in accordance with the Deliverable Approval Plan submitted by the Contractor and approved by the Commonwealth. Upon approval of the plan by the Commonwealth, the Deliverable Approval Plan becomes part of this Contract. For contracts where the development of software, the configuration of software, or the modification of software is the deliverable, the Deliverable Approval Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Materials conform with the functional specification for the Developed Materials, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.
 - (1) For Projects that require software integration at the end of the Project, as set out in the RFP, the Commonwealth’s acceptance of a deliverable or milestone shall be final unless at the time of Final Acceptance, the Developed Materials do not meet the acceptance criteria set forth in the SOW.

- (2) For Projects that do not require software integration at the end of the Project as set out in the RFP, the Commonwealth's acceptance of a deliverable or milestone shall be complete and final.
- (b) Contractor shall certify, in writing, to the Commonwealth when a particular Deliverable milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to by the Commonwealth, the Acceptance period shall be ten (10) business days for interim milestones and thirty (30) days for final milestones. On or before the 10th business day for interim milestones or 30th business day for the final milestone, following receipt by the Commonwealth of Contractor's certification of completion of a particular milestone, the Commonwealth shall either: (1) provide the Contractor with Commonwealth's written conditional acceptance of the Developed Materials in the completed milestone, subject to the Commonwealth's final acceptance of the Developed Materials or (2) identify to Contractor, in writing, the failure of the Developed Materials to comply with the specifications, listing all such errors and omissions with reasonable detail.
- (c) If the Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with Commonwealth's written conditional acceptance of the Developed Materials in the completed milestone. If the Developed Materials are not in compliance with the specifications, then the Commonwealth shall provide the Contractor with Commonwealth's written rejection of the Developed Materials in the completed milestone. If the Commonwealth fails to notify the Contractor in writing of any failures in the Acceptance period within the applicable Acceptance period, the Developed Materials shall be deemed accepted. Payment for Developed Materials will only be made if the Commonwealth has accepted the Developed Materials, either through written acceptance or through deemed acceptance.
- (d) If the Developed Materials do not meet an accessibility standard, the Contractor must provide written justification for its failure to meet the standard. The justification must provide specific details as to why the standard has not been met. The Commonwealth may either waive the requirement as not applicable to the Commonwealth's business requirements or require that the Contractor provide an acceptable alternative. Any Commonwealth waiver of the requirement must be in writing.
- (e) Upon the Contractor's receipt of the Commonwealth's written notice of rejection, which must identify the reasons for the failure of the Developed Materials in a completed milestone to comply with the specifications, the Contractor shall have fifteen (15) business days, or such other time as the Commonwealth and Contractor may agree is reasonable, within which to correct all such failures, and resubmit the corrected Developed Materials, certifying to the Commonwealth, in writing, that the failures have been corrected, and that the Developed Materials have been brought into compliance with the specifications. Upon receipt of such corrected and resubmitted Developed Materials and certification, the Commonwealth shall have thirty (30) business days to test the corrected Developed Materials to confirm that they are in compliance with the specifications. If the corrected Developed Materials are in compliance with the specifications, then the Commonwealth shall provide the Contractor with Commonwealth's conditional acceptance of the Developed Materials in the completed milestone.

- (f) If, in the opinion of the Commonwealth, the corrected Developed Materials still contain material failures, the Commonwealth may either:
 - (1) Repeat the procedure set forth above; or
 - (2) Proceed with its rights under Section 22 (TERMINATION).

18. DEFAULT

- (a) The Commonwealth may, subject to the provisions of Section 19 (NOTICE OF DELAYS) and Section 53 (FORCE MAJEURE), and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Section 22 (TERMINATION)) the whole or any part of this Contract for any of the following reasons:
 - (1) Failure to begin Services within the time specified in the Contract or as otherwise specified;
 - (2) Failure to perform the Services with sufficient labor, equipment, or material to insure the completion of the specified Services in accordance with the Contract terms;
 - (3) Unsatisfactory performance of the Services;
 - (4) Failure to deliver the awarded item(s) within the time specified in the Contract or as otherwise specified;
 - (5) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract;
 - (6) Failure or refusal to remove material, or remove, replace, or perform any Services rejected as defective or noncompliant;
 - (7) Discontinuance of Services without approval;
 - (8) Failure to resume Services, which has been discontinued, within a reasonable time after notice to do so;
 - (9) Insolvency;
 - (10) Assignment made for the benefit of creditors;
 - (11) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due subcontractors for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - (12) Failure to protect, to repair, or to make good any damage or injury to property;
 - (13) Material breach of any provision of this Contract;

- (14) Failure to comply with representations made in the Contractor's Proposal; or
- (15) Failure to comply with applicable industry standards, customs, and practice.

19. NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall promptly give notice thereof in writing to the Commonwealth stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. If an extension of the delivery schedule is granted, it will be done consistent with Section 21 (CHANGES).

20. CONDUCT OF SERVICES

Following execution of the Contract, Contractor shall proceed diligently with all Services and shall perform such Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the Commonwealth may measure the amount and quality of the Contractor's effort against the representations made in the Contractor Proposal. The Contractor's Services hereunder shall be monitored by the Commonwealth and the Commonwealth's designated representatives. If the Commonwealth reasonably determines that the Contractor has not performed with due diligence, the Commonwealth and the Contractor will attempt to reach agreement with respect to such matter. Failure of the Commonwealth or the Contractor to arrive at such mutual determinations shall be a dispute concerning a question of fact within the meaning of Section 24 (CONTRACT CONTROVERSIES) of this Contract.

21. CHANGES

- (a) At any time during the performance of the Contract, the Commonwealth or the Contractor may request a change to the Contract. Contractor will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Contract. If the Commonwealth is the requestor of the change, the Contractor will inform the Commonwealth if there will be any charges for the Contractor's services in investigating the change request prior to incurring such charges. If the Commonwealth and the Contractor agree on the results of the investigation and any necessary amendments to the Contract, the parties must complete and execute a change notice to modify the Contract and implement the change. The change request will be evidenced by a Purchase Order issued by the Commonwealth. No work may begin on the change request until the Contractor has received the Purchase Order. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Contract, the change request will not be implemented and, if the Contractor initiated the change request it may elect to handle the matter in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.

- (b) Changes outside the scope of this Contract shall be accomplished through the Commonwealth's normal procurement procedures, and may result in an amended Contract or a new contract. No payment will be made for services outside of the scope of the Contract for which no amendment has been executed, prior to the provision of the services.

22. TERMINATION

- (a) For Convenience

- (1) The Commonwealth may terminate this Contract without cause by giving Contractor thirty (30) calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience). Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any Subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 24 (CONTRACT CONTROVERSIES) of this Contract.

- (2) The Contractor shall cease Services as of the date set forth in the Notice of Termination, and shall be paid only for such Services as have already been satisfactorily rendered up to and including the termination date set forth in said notice, or as may be otherwise provided for in said Notice of Termination, and for such services performed during the thirty (30) calendar day notice period, if such services are requested by the Commonwealth, for the collection, assembling, and transmitting to the Commonwealth of at least all materials, manuals, magnetic media, studies, drawings, computations, maps, supplies, and survey notes including field books, which were obtained, prepared, or developed as part of the Services required under this Contract.
- (3) The above shall not be deemed to limit the Commonwealth's right to terminate this Contract for any reason as permitted by the other provisions of this Contract, or under applicable law.

(b) Non-Appropriation

Any payment obligation or portion thereof of the Commonwealth created by this Contract is conditioned upon the availability and appropriation of funds. When funds (state or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract. The Contractor shall be reimbursed in the same manner as that described in this section related to Termination for Convenience to the extent that appropriated funds are available.

(c) Default

The Commonwealth may, in addition to its other rights under this Contract, terminate this Contract in whole or in part by providing written notice of default to the other party if the other party materially fails to perform its obligations under the Contract and does not cure such failure within thirty (30) days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and continuously proceed to complete the cure . The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations.

- (1) Subject to Section 30 (LIMITATION OF LIABILITY) of this Contract, in the event the Commonwealth terminates this Contract in whole or in part as provided in this Subsection 22(c), the Commonwealth may procure services similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the services and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this section.
- (2) Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism, and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (3) Nothing in this Subsection 22 (c) shall abridge the Commonwealth's right to suspend, debar, or take other administrative action against the Contractor.
- (4) If it is later determined that the Commonwealth erred in terminating the Contract for default, then the Contract shall be deemed to have been terminated for convenience under Subsection (a).
- (5) If this Contract is terminated as provided by this Subsection 22(c), the Commonwealth may, in addition to any other rights provided in this Subsection,

and subject to Section 36 (OWNERSHIP RIGHTS) of this Contract, require the Contractor to deliver to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such reports and other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Payment for such reports and documentation will be made consistent with the Contract.

- (d) The rights and remedies of the Commonwealth provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this Section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in Section 24 (CONTRACT CONTROVERSIES), the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

23. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth IT facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that an employee of the Contractor or an employee of a subcontractor of the Contractor has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

24. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the

contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

- (b) The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

25. CONFIDENTIALITY

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only. Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to Section 22.c (DEFAULT), in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
 - (1) already known to the recipient at the time of disclosure other than through the contractual relationship;

- (2) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

26. INSURANCE

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

- (c) The Contractor agrees to maintain such insurance for the life of the Contract.
- (d) Upon request to and approval by the Commonwealth, contractor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this Section 26 (INSURANCE), provided the Commonwealth may request from Contractor evidence each year during the term of the contract that Contractor has sufficient assets to cover such losses.

27. CONTRACTOR RESPONSIBILITY PROGRAM

- (a) The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us> or contacting the:

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

28. OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

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

29. TAXES-FEDERAL, STATE, AND LOCAL

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

30. LIMITATION OF LIABILITY

- (a) The Contractor's liability to the Commonwealth under this Contract shall be limited to the greater of \$250,000 or the value of this Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
 - (1) bodily injury;
 - (2) death;
 - (3) intentional injury;
 - (4) damage to real property or tangible personal property for which the Contractor is legally liable; or
 - (5) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.
- (b) In no event will the Contractor be liable for consequential or incidental damages unless otherwise specified in the RFP. Except as set out in Section 32 (VIRUS; MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING), the Contractor will not be liable for damages due to lost records or data, unless otherwise specified in the RFP. Notwithstanding the foregoing, the Contractor shall provide reasonable assistance to the Commonwealth in restoring such lost records or data to their most recent backup copy.

31. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. § 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

32. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may

perform, at its discretion, additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

33. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States or foreign patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor, and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor

will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.
- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (1) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (2) any license fee less an amount for the period of usage of any software; and
 - (3) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
 - (1) modification of any product, service, or deliverable provided by the Commonwealth;

- (2) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (3) use of the product, service, or deliverable in other than its specified operating environment;
 - (4) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (5) infringement of a non-Contractor product alone;
 - (6) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or
 - (7) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

34. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.
- (c) Contractor will comply with all federal or state laws related to the use of information that constitutes personal health information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA). Further, in order to address the provision of PHI to the Contract, by signing this Contract, the Contractor agrees to the terms of the Business Associates Agreement, which is incorporated into this Contract as Appendix A. It is understood that Appendix A is only applicable if PHI is provided to the Contractor.

35. CONTRACT CONSTRUCTION

The provisions of this Contract shall be construed in accordance with the provisions of all applicable laws and regulations of the Commonwealth of Pennsylvania. However, by executing this Contract, the Contractor agrees that it has and will continue to abide by the intellectual property laws of the United States of America.

36. OWNERSHIP RIGHTS

(a) Ownership of Properties

- (1) All “Developed Works” shall be owned according to the provisions set forth in this Section 36.
- (2) All software owned by the Commonwealth or its licensors (“Commonwealth Software”) as of the Effective Date, shall be and shall remain the exclusive property of the Commonwealth or its licensors, and Contractor shall acquire no rights or interests in the Commonwealth Software or Tools or that of its licensors by virtue of this Contract except as described in this Section or in another provision set forth in this Contract. The Contractor shall not use any Commonwealth Software, Commonwealth Tools or software or tools of its licensors for any purpose other than for completion of work to be performed under this Contract. In the use of Commonwealth Software, Commonwealth Tools or software or tools of its licensors, Contractor will be bound by the confidentiality provisions of this Contract.

(b) Definitions

- (1) **Software**—For the purposes of this Contract, the term “software” means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).
- (2) **Data**—For the purposes of this Contract, the term “data” means any recorded information, regardless of form, the media on which it may be recorded, or the method of recording.
- (3) **Technical Data**—For purposes of this Contract, the term “technical data” means any specific information necessary for the development, production or use of the Commonwealth Software.

(c) Commonwealth Property—Non-Exclusive, License Grant and Restrictions

During the term of this Contract, Commonwealth grants to Contractor for the limited purpose of providing the Services covered under this Contract, a limited, nonexclusive, nontransferable, royalty-free right (subject to the terms of any third party agreement to which the Commonwealth is a party) to do the following:

- (1) Obtain access to and use of the Commonwealth Software in accordance with the terms of this Contract.

- (2) Reproduce the Commonwealth Software for archival purposes or for other purposes expressly provided for under this Contract.
- (3) Modify the Commonwealth Software consistent with the terms and conditions of this Contract provided that Contractor agrees to assign to the Commonwealth, its rights, if any, in any derivative works resulting from Contractor's modification of the Commonwealth Software. Contractor agrees to execute any documents required to evidence this assignment and to waive any moral rights and rights of attribution provided for in Section 106A of Title 17 of the United States Code, the Copyright Act of 1976.
- (4) Allow the Contractor's subcontractors approved by the Commonwealth to obtain access to the Commonwealth Software for the purposes of complying with the terms and conditions of this Contract; provided, however, that neither Contractor nor any of its subcontractors may decompile or reverse engineer, or attempt to decompile or reverse engineer, any of the Commonwealth Software. Commonwealth hereby represents that it has the authority to provide the license grant and rights set forth in this Section.
- (5) To the extent that Contractor uses Commonwealth Software, Commonwealth Tools or software or tools of its licensor, Contractor agrees to protect the confidentiality of these works and maintain these proprietary works with the strictest confidence.

(d) Impact of Third Party Agreements

Subject to the terms of any third party agreement to which the Commonwealth is a party, (i) the Commonwealth shall, at no cost to Contractor, provide Contractor with access to the Commonwealth Software in the form in use by Commonwealth as of the Effective Date of this Contract and, (ii) Contractor, as part of the Services to be rendered under this Contract, shall compile and, as changes are made, update a list of all of the Commonwealth Software then in use by Contractor or any of its subcontractors in connection with Contractor's performance of the Services required by this Contract.

(e) Reservation of Rights

All rights, not expressly granted here to Contractor on a nonexclusive basis, including the right to grant non-exclusive licenses and other rights are reserved by the Commonwealth.

(f) Termination of Commonwealth License Grant

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, all rights granted to Contractor in this Section 36 (OWNERSHIP RIGHTS) shall immediately cease. Contractor shall, at no cost to Commonwealth, deliver to Commonwealth all of the Commonwealth Software and Tools (including any related source code then in Contractor's possession or under its control) in the form in use as of the Effective Date of such expiration or termination. Within fifteen (15) calendar days after termination, Contractor shall provide the Commonwealth with a current copy of the list of Commonwealth Software in use as of the date of such expiration or termination. Concurrently therewith, Contractor shall destroy or erase all other copies of any of the Commonwealth Software then in Contractor's possession or

under its control unless otherwise instructed by Commonwealth, in writing; provided, however, that Contractor may retain one archival copy of such Commonwealth Software and Tools, until final resolution of any actively asserted pending disputes between the Parties, such retention being for the sole purpose of resolving such disputes.

(g) Effect of License Grant Termination

Consistent with the provisions of this Section, Contractor shall refrain from manufacturing, copying, marketing, distributing, or use of any Commonwealth Software or any other work which incorporates the Commonwealth Software. The obligations of this Section 36 (OWNERSHIP RIGHTS) shall survive any termination of this Contract.

(h) Use of Contractor-Owned Software

All software owned by Contractor (Contractor Software) and tools owned by Contractor (Contractor Tools) prior to the Effective Date of this Contract shall be and shall remain the exclusive property of Contractor. The Commonwealth shall acquire no rights or interests in the Contractor Software or the Contractor Tools by virtue of this Contract except as set forth in this Section.

(i) Definition of Contractor Tools

Contractor Tools is defined as any tools, both in object code and source code form, which Contractor has previously developed, or which Contractor independently develops or licenses from a third party, excluding any tools that Contractor creates pursuant to this Contract. Contractor Tools includes but is not limited to, methodologies, information, concepts, toolbars for maneuvering between pages, search engines, JAVA applets, and ActiveX controls.

(j) Required Reports, Records and Inventory of Contractor Tools and Contractor Software

(1) Contractor must provide a list of all Contractor Tools and Contractor Software to be delivered in connection with the deliverables or Developed Materials prior to commencing any work under the Contract. Contractor must also provide a list of all other Contractor Tools and Contractor Software intended to be used by Contractor to provide the services under this Contract but will not become part of or necessary for the use of the Developed Materials. All Contractor Tools and Contractor Software necessary to use deliverables or Developed Materials shall be delivered to the Commonwealth along with the license set forth in Section 36(f). Contractor may amend these lists from time to time while the Contract is being carried out or upon its completion. In the event that the Contractor fails to list a Contractor Tool, but can demonstrate that such tool was independently developed by Contractor prior to the Contract on which it was used, Contractor shall nevertheless retain complete ownership of such Contractor Tool that is necessary to use the deliverables or Developed Materials, provided that notice is given to the Commonwealth prior to its use on the Contract. Any Contractor Tools or Contractor Software not included on the lists will be deemed to have been created under this Contract.

- (2) As part of its response to a RFP, the Contractor will provide a list of all software and tools that are commercially available and which are required to support the deliverables or Developed Materials.
 - (3) During the term of this Contract, Contractor shall maintain at its principal office books of account and records showing its actions under this Contract. Upon reasonable notice by Commonwealth, Contractor shall allow Commonwealth to inspect these records and accounts for purposes of verifying the accuracy of such accounts and records.
 - (4) In the event that Contractor fails to list a Contractor Tool or Contractor Software, but is able to demonstrate that such tool or software was independently developed by Contractor prior to the Effective Date of this Contract, Contractor shall retain complete ownership of such Contractor Tool or Contractor Software that is necessary to use the deliverables or Developed Works, provided that notice is given to the Commonwealth prior to use on the Contract.
- (k) Expiration or Termination NonExclusive License Grant—Non-Commercial Contractor Tools and Software

Upon the expiration or termination for any reason of Contractor's obligation to provide the Services under this Contract, and at the request of Commonwealth, Contractor shall (i) grant to Commonwealth a paid-up, nonexclusive, nontransferable license to use, modify, prepare derivative works and unless Commonwealth terminates this Contract without cause, grant to third parties engaged by Commonwealth the right to use, modify, and prepare derivative works based upon all or any portion of the non-commercially available Contractor Software and the non-commercially available Contractor Tools owned by Contractor and used by Contractor in connection with the Services, the foregoing rights being granted to the extent reasonably necessary to facilitate Commonwealth's or such third party's completion of and maintenance of the Services to be provided by Contractor under this Contract immediately prior to such expiration or termination and (ii) deliver to Commonwealth the object code version of such non-commercially available Contractor Software and such non-commercially available Contractor Tools in the form used by Contractor in connection with the Services immediately prior to such expiration or termination to allow the Commonwealth to complete and maintain such work. If Commonwealth enters into a contract that allows for the use of the Contractor Software or Contractor Tools for which a license is granted under this Section 36 (OWNERSHIP RIGHTS), the Commonwealth will include a provision in that contract that limits the use of the Contractor Software or Contractor Tools as delineated in this Section.

- (l) Rules of Usage for Developed Works
- (1) If Developed Works modify, improve, or enhance application software programs or other materials generally licensed by the Contractor, then such Developed Works shall be the property of the Contractor, and Contractor hereby grants Commonwealth an irrevocable, nonexclusive, worldwide, fully paid-up license (to include source code and relevant documentation) in perpetuity to use, modify, execute, reproduce, display, perform, prepare derivative works from and distribute, within the Commonwealth, of such Developed Works. For purposes of distribution under the license grant created by this section, Commonwealth

includes any government agency, department, instrumentality, division, unit or other office that is part of the Commonwealth of Pennsylvania, together with the State System of Higher Education (including any of its universities), any county, borough, commonwealth, city, municipality, town, township special purpose district, or other similar type of governmental instrumentality located within the geographical boundaries of the Commonwealth of Pennsylvania. If federal funds are used in creation of the Developed Works, the Commonwealth also includes any other state government as well as the federal government.

- (2) If Developed Works modify, improve, or enhance application software or other materials not licensed to the Commonwealth by the Contractor, then such modifications, improvements and enhancements shall be the property of the Commonwealth or its licensor. To the extent Commonwealth owns the software or other materials, it hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. To the extent Commonwealth has a license to the software or other materials, and to the extent that it, in its sole discretion determines it is able to do so the Commonwealth will grant to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform and distribute copies of such Developed Works.
 - (3) If Developed Works have been funded by Commonwealth, to any extent, with either Commonwealth or federal funds, and the Developed Works do not include pre-existing materials generally licensed by the Contractor, then the Commonwealth shall have all right, title, and interest (including ownership of copyright and trademark) to such Developed Works and the Commonwealth hereby grants to Contractor an irrevocable, nonexclusive, worldwide, fully paid-up license to use, modify, execute, reproduce, display, perform, prepare derivative works from, and distribute copies of such Developed Works. The Commonwealth shall exclusively own all software products first developed under the terms of this contract by the Contractor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works.
 - (4) When the Developed Work is a report provided by a research company that was provided under this Contract, but which was not developed specifically for the Commonwealth under this Contract, the ownership of the Developed Work will remain with the Contractor, provided, however, that the Commonwealth has the right to copy and distribute the Developed Work within the Commonwealth.
- (m) Copyright Ownership—Works Developed as Part of the Scope of Work for the Project, including Developed Works developed by Subcontractors, are the sole and exclusive property of the Commonwealth and shall be considered “works made for hire” under the United States Copyright Act of 1976, as amended, 17 United States Code. In the event that the Developed Works do not fall within the specifically enumerated works that constitute works made for hire under the United States copyright laws, Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights, trade secrets, and other right, title, and interest in and to such Developed Works to Commonwealth. Contractor further agrees that it will have its Subcontractors assign, and upon their authorship or creation, expressly and

automatically assign all copyright interest, proprietary rights, trade secrets, and other right, title, and interest in and to the Developed Works to the Commonwealth. Commonwealth shall have all rights accorded an owner of copyright under the United States copyright laws including, but not limited to, the exclusive right to reproduce the Developed Works in multiple copies, the right to distribute, copies by sales or other transfers, the right to register all copyrights in its own name as author in the United States and in foreign countries, the right to prepare derivative works based upon the Creative Works and the right to display the Developed Works. The Contractor further agrees that it will include this requirement in any subcontractor or other agreement with third parties who in any way participate in the creation or development of Developed Works. Upon completion or termination of this Contract, all working papers, files and other documentation shall immediately be delivered by Contractor to the Commonwealth. Contractor warrants that the Developed Works are original and do not infringe any copyright, patent, trademark, or other intellectual property right of any third party and are in conformance with the intellectual property laws of the United States.

(n) Patent Ownership

- (1) Contractor and its subcontractors shall retain ownership to patentable items, patents, processes, inventions or discoveries (collectively, the Patentable Items) made by the Contractor during the performance of this Contract. Notwithstanding the foregoing, the Commonwealth shall be granted a nonexclusive, nontransferable, royalty free license to use or practice the Patentable Items. Commonwealth may disclose to third parties any such Patentable Items made by Contractor or any of its subcontractors under the scope of work for the Project that have been previously publicly disclosed. Commonwealth understands and agrees that any third party disclosure will not confer any license to such Patentable Items.
- (2) Contractor shall not use any computer program, code, or any works developed by or for Contractor independently of this Contract (“Pre-Existing Materials”) in the performance of the Services under this Contract, without the express written consent of the Commonwealth. Any Pre-Existing Materials used by Contractor for performance of Services under this Contract without Commonwealth consent shall be deemed to be Developed Works as that term is used in this Section. In the event that Commonwealth provides such consent, Contractor shall retain any and all rights in such Pre-Existing Materials.

(o) Federal Government Interests

It is understood that certain funding under this Contract may be provided by the federal government. Accordingly, the rights to Developed Works or Patentable Items of Contractors or subcontractors hereunder will be further subject to government rights as set forth in 37 C.F.R. Section 401, and other applicable statutes.

(p) Usage Rights for Know-How and Technical Information

Either Party, in the ordinary course of conducting business, may use any ideas, concepts, know-how, methodologies, processes, components, technologies, algorithms, designs, modules or techniques not otherwise covered by this Section relating to the Services which Contractor or Commonwealth (alone or jointly with the Commonwealth) develops

or learns in connection with Contractor's provision of Services to Commonwealth under this Contract.

(q) Commonwealth Intellectual Property Protection

Contractor acknowledges Commonwealth's exclusive right, title and interest, including without limitation copyright and trademark rights, in and to Commonwealth Software, Commonwealth Tools and the Developed Works developed under the provisions of this Section, shall not in any way, at any time, directly or indirectly, do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of said right, title, and interest, and shall not use or disclose the Commonwealth Software, Commonwealth Tools, or the Developed Works without Commonwealth's written consent, which consent may be withheld by the Commonwealth for any reason. Further, Contractor shall not in any manner represent that Contractor has any ownership interest in the Commonwealth Software, Commonwealth Tools, or the Developed Works. This provision is a material part of this Section.

(r) Contractor Intellectual Property Protection

Commonwealth acknowledges that it has no ownership rights in the Contractor Software or Contractor Tools other than those set forth in this Contract, or as may be otherwise granted in writing.

(s) Source Code and Escrow Items Obligations

Simultaneously with delivery of the Developed Works to Commonwealth, Contractor shall deliver a true, accurate and complete copy of all source codes relating to the Developed Works. To the extent that the Developed Works include application software or other materials generally licensed by the Contractor, then the source code shall be placed in escrow, subject to the terms and conditions of an Escrow Agreement to be executed by the Parties and an Escrow Agent that is acceptable to the Commonwealth.

(t) Contractor's Copyright Notice Obligations

Contractor will affix the following Copyright Notice to the Developed Works developed under this Section and all accompanying documentation: "Copyright © [year] by the Commonwealth of Pennsylvania. All Rights Reserved." This notice shall appear on all tangible versions of the Developed Works delivered under this Contract and any associated documentation. It shall also be programmed into any all Developed Works delivered hereunder so that it appears at the beginning of all visual displays of such Developed Works.

(u) Commercial Software

If a deliverable under this Contract is commercially available software, the Contractor hereby agrees that, before it incorporates such software into a deliverable it will inform the licensor of the software, if the Contractor is not the licensor of the software, that it will be required to enter into a license with the Commonwealth which is acceptable to the Commonwealth.

37. PUBLICATION RIGHTS AND/OR COPYRIGHTS

- (a) Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS), the Contractor shall not publish any of the results of the work without the written permission of the Commonwealth. The publication shall include the following statement: “The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the Commonwealth of Pennsylvania.” The Contractor shall not include in the documentation any copyrighted matter, unless the Contractor provides the Commonwealth with written permission of the copyright owner.
- (b) Except as otherwise provided in Section 36 (OWNERSHIP RIGHTS) and the confidentiality provisions of Section 25 (CONFIDENTIALITY), the Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report or data designed or developed and delivered to the Commonwealth as part of the performance of the Contract.
- (c) Rights and obligations of the parties under this Section 37 survive the termination of this Contract.

38. CHANGE OF OWNERSHIP OR INSOLVENCY

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for the full remaining term of this Contract, or continuing under the terms and conditions of this Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Contract. Nothing in this section limits the Commonwealth’s exercise of any rights that the Commonwealth may have under Section 22 (TERMINATION).

39. OFFICIALS NOT TO BENEFIT

No official or employee of the Commonwealth and no member of its General Assembly who exercises any functions or responsibilities under this Contract shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested; nor shall any such official or employee of the Commonwealth or member of its General Assembly have any interest, direct or indirect, in this Contract or the proceeds thereof.

40. INDEPENDENT CAPACITY OF CONTRACTOR

- (a) The parties to this Contract agree that the services performed by the Contractor under the terms of this Contract are performed as an independent Contractor. The Services performed by the Contractor are performed neither as an employee of the Commonwealth of Pennsylvania nor as a partnership or joint venture between the Commonwealth and the Contractor.
- (b) Except as otherwise provided by the terms of this Contract, the Commonwealth shall have no control over the manner in which the contractual Services are performed by the Contractor, or any subcontractor. Any job specifications or standards of work attached to or incorporated into this Contract or any subcontracting restrictions contained in this

Contract shall not be construed as the Commonwealth's direction or control over the manner of the performance of services provided by the Contractor.

41. COMPLIANCE WITH LAWS

The Contractor shall comply with all federal, state, and local laws applicable to its Services, including, but not limited to, all statutes, regulations and rules that are in effect as of the Effective Date of the Contract and shall procure at its expense all licenses and all permits necessary for the fulfillment of its obligation.

If any existing law, regulation or policy is changed or if any new law, regulation or policy is enacted that affects the services provided under this Contract, the parties to the Contract shall modify this Contract to the extent reasonably necessary to (i) ensure that such services will be in full compliance with such laws, regulations and/or policies; (ii) modify the rates applicable to such services, and (iii) address any schedule impacts.

42. THE AMERICANS WITH DISABILITIES ACT

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

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Contracts with outside Contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (a) above.

43. EXAMINATION OF RECORDS

- (a) The Contractor agrees to maintain, using its standard procedures, and in accordance with Generally Accepted Accounting Principles, books, records, documents, and other evidence pertaining to the charges under this Contract to the extent and in such detail as will properly reflect all charges for which reimbursement is claimed under the provisions of this Contract.
- (b) The Contractor agrees to make available at the office of the Contractor at all reasonable times, and upon reasonable written notice, during the term of this Contract and the period set forth in Section 43(c) below, any of the records for inspection, audit, or reproduction by any authorized Commonwealth representative. To the extent allowed by law, the Commonwealth agrees to maintain any documents so provided in accordance with the confidentiality provisions in Section 25 (CONFIDENTIALITY).

- (c) The Contractor shall preserve and make available its records for a period of three (3) years from the date of final payment under this Contract:
 - (1) If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
 - (2) Non-privileged records which relate to litigation or the settlement of claims arising out of the performance of this Contract, or charges under this Contract as to which exception has been taken by the auditors, shall be retained by the Contractor until such litigation, claims, or exceptions have been finally resolved.
- (d) Except for documentary evidence retained pursuant to Section 43(c)(2) above, the Contractor may in fulfillment of its obligation to retain its records as required by this Section substitute photographs, microphotographs, or other authentic reproductions of such records, after the expiration of two (2) years following the last day of the month of reimbursement to the Contractor of the invoice or voucher to which such records relate, unless a shorter period is authorized by the Commonwealth with the concurrence of its auditors.
- (e) The provisions of this Section shall be applicable to and included in each subcontract hereunder. The term "subcontract" as used in this contract only, excludes purchase orders not exceeding \$1,000 and subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

44. SINGLE AUDIT ACT OF 1984

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Contract is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and specified in *Government Auditing Standards, 1994 Revisions (Yellow Book)*.
- (b) The audit requirement of this Contract will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984, 31 U.S.C. § 7501, et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

45. ENVIRONMENTAL PROTECTION

In carrying out this Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law, Act of June 22, 1937, as amended*; the *Pennsylvania Solid Waste Management Act, Act of July 7, 1980*

(P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

46. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- (c) Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- (f) The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

47. CONTRACTOR INTEGRITY PROVISIONS

- (a) Definitions.
- (1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - (2) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this Contract.
 - (3) Contractor means the individual or entity that has entered into this Contract with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
 - (4) Financial Interest means:
 - (i) ownership of more than a 5% interest in any business; or
 - (ii) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - (5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- (b) The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- (c) The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.
- (d) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- (e) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- (f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

- (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material on this project.
- (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- (i) The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern this contract. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the Contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other Contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

48. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Contract.

49. WARRANTIES

The Contractor warrants that the Services and Developed Works will conform in all material respects to the functional specifications for the Developed Works and/or the requirements of the Contract. The warranty period for the Services and Developed Works shall be ninety (90) days from final acceptance. The Contractor shall correct any non-conformity within the warranty period specified herein.

- (a) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.

- (b) In the event of any nonconformity with the foregoing warranties, the Commonwealth will provide written notification of such nonconformity to the Contractor and the Contractor, at no cost to the Commonwealth, shall within ten (10) days notice of the nonconformity, commence work to remedy the nonconformity and shall work diligently, at no charge to the Commonwealth, until such time as the deliverable conforms, in all material respects, to the functional specifications of the Developed Works set forth in this Contract. The Contractor shall have no obligation with respect to nonconformities arising out of: (a) modifications to Developed Materials made by the Commonwealth, (b) use of the Developed Materials not in accordance with the documentation or specifications applicable thereto, (c) failure by the Commonwealth to implement any corrections or enhancements made available by the Contractor, (d) combination of the Developed Materials with any items not supplied or approved by the Contractor, or (e) the failure of any software licensed under a separate license agreement to conform to its specifications or documentation.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.
- (f) In the event of an action or complaint by Commonwealth against Contractor pertaining to these warranties, Contractor may raise any defenses that it may have.

50. LIQUIDATED DAMAGES

- (a) By accepting this Contract, the Contractor agrees to the delivery requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commonwealth's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commonwealth and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section 50 and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) Major Deliverables shall be identified by Contractor in its Proposal to the Commonwealth. The Commonwealth and Contractor shall agree on Major Deliverables for which liquidated damages shall be applicable in the event of delay and identify the Major Deliverables in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for work not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled

completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor satisfactorily completes all required work for such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor shall recoup the amount of liquidated damages assessed against previous deliverables if the Contractor accelerates progress towards future deliverables and meets the final project completion date set out in the Contract.

- (d) If, at the end of the thirty (30) day period specified in Section 50(b) above, the Contractor has not met the schedule for completion of the Contract, then the Commonwealth, at no additional expense and at its option, may either:
 - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commonwealth as a result of this Contract shall be given to the Commonwealth, and the Commonwealth shall be entitled to its remedies under Section 22(c); or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in a manner acceptable to the Commonwealth or until the Commonwealth terminates the Contract. If the Contract is continued, the liquidated damages will also continue until the work is completed.
- (e) At the conclusion of the Contract, liquidated damages shall be paid by the Contractor and collected by the Commonwealth by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commonwealth, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- (f) To the extent that the delay is caused by the Commonwealth, no liquidated damages will be applied.
- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

51. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate

of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contractor to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract.

52. NOTICE

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

53. RIGHT-TO-KNOW LAW

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.
- b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided in the contract, if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.
- c. Upon notification to the Contractor that the Commonwealth has received a request for records under the RTKL, the Contractor shall fully assist the Commonwealth in responding to the request. Such assistance shall include providing the Commonwealth within three (3) days, access to, and copies of, any Documentation or Developed Works in the Contractor's possession that the Commonwealth deems a Public Record ("Requested Information") and providing such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the Contractor must immediately notify the Commonwealth that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If the Contractor fails to provide the Requested Information to the Commonwealth within the period specified in this provision, the failure shall be considered an event of default and the Contractor shall pay, indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure. If the Office of Open Records or the Pennsylvania Courts determines that a record in the possession of the Contractor is a public record, liquidated damages of \$500 per day will be assessed for each calendar day beyond the date the Contractor was required to provide the record.
- d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to be a Trade Secret or

Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days. If, upon review of the Contractor's written statement, the Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold liable the Commonwealth for such a decision.

- e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

54. ARRA ADDENDUM

Contractor agrees that in consideration of receipt of Federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA") Funds, it shall comply with all of the terms, conditions, requirements and limitations set forth in Appendix B (ARRA Addendum), which is incorporated herein as a material part of the Contract; provided, however, the requirements of Appendix B shall only apply to those products and/or services purchased in whole or in part with ARRA funds.

55. RECYCLED MATERIALS

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified in Exhibit 1.

EXHIBIT 1
PAPER PRODUCTS
RECYCLED CONTENT

(A) REQUIREMENT

All paper offered by the bidder, or included in the final product offered by the bidder, and sold to the Commonwealth **must** contain the minimum percentage of post-consumer content as shown below for the applicable products:

Item	Notes	Post-Consumer Content (%)
Printing and Writing Papers		
Reprographic	Business papers such as bond, electrostatic, copy, mimeo, duplicator and reproduction	30
Offset	Used for book publishing, commercial printing, direct mail, technical documents, and manuals	30
Tablet	Office paper such as note pads and notebooks	30
Forms bond	Bond type papers used for business forms such as continuous, cash register, sales book, unit sets, and computer printout, excluding carbonless	30
Envelope	Wove	30
	Kraft, white and colored (including manila)	10
	Kraft, unbleached	10
Cotton fiber	Excludes custom envelopes High-quality papers used for stationery, invitations, currency, ledgers, maps, and other specialty items	30
Text and cover	Premium papers used for cover stock, books, and stationery and matching envelopes	30
Supercalendered	Groundwood paper used for advertising and mail order inserts, catalogs, and some magazines	10
Machine finished groundwood	Groundwood paper used in magazines and catalogs	10
Papeteries	Used for invitations and greeting cards	30
Check safety	Used in the manufacture of commercial and government checks	10
Coated	Used for annual reports, posters, brochures, and magazines. Have gloss, dull, or matte finishes	10
Carbonless	Used for multiple-impact copy forms	30
File folders	Manila or colored	30
Dyed filing products	Used for multicolored hanging folders and wallet files	20
Index and card stock	Used for index cards and postcards	20

Pressboard	High-strength paperboard used in binders and report covers	20
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Tags and tickets	Used for toll and lottery tickets, licenses, and identification and tabulating cards	20
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Newsprint

Newsprint	Groundwood paper used in newspapers	20
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Commercial Sanitary Tissue Products

Bathroom tissue	Used in rolls or sheets	20
Paper towels	Used in rolls or sheets	40
Paper napkins	Used in food service applications	30
Facial tissue	Used for personal care	10
General-purpose	Used in cleaning and wiping applications	40
Industrial wipers		

Paperboard and Packaging Products

Corrugated containers	Used for packaging and shipping a variety of goods (<300 psi)	25
	(300 psi)	25
Solid fiber boxes	Used for specialized packaging needs such as dynamite packaging and army ration boxes	40
Folding cartons	Used to package a wide variety of foods, household products, cosmetics, pharmaceuticals, detergent, and hardware	40
Industrial paperboard	Used to create tubes, cores, cans and drums	45
Miscellaneous	Includes “chipboard” pad backings, book covers, covered binders, mailing tubes, game boards, and puzzles	75
Padded mailers	Made from kraft paper that is usually brown but can be bleached white	5
Carrierboard	A type of folding carton designed for multipack beverage cartons	10
Brown papers	Used for bags and wrapping paper	5

Miscellaneous Paper Products

Tray liners	Used to line food service trays. Often contain printed information.	50
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“Post-consumer” content is “material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-consumer content is part of the broader category of recovered material.”

The Commonwealth of Pennsylvania recognizes that paper products are universally made with scrap material recovered from the manufacturing process; use of such materials is a standard practice, both efficient and economical for the paper maker; therefore, bidders of paper products need not certify that their products are made with “pre-consumer,” “recovered,” or “secondary” paper fiber.

(B) BIDDER’S CERTIFICATION

Bidder certifies that the paper product(s) which the bidder is offering contains the required minimum percentage of post-consumer content as shown above for the product.

(C) MANUFACTURER/MILL CERTIFICATION

In addition to the Bidders Certification in Subsection (B), a mill certification must be completed and signed by the mill before payment will be made to the successful bidder for the delivered items. The enclosed *Manufacturer/Mill* Certification form must be used. Bidders are not required to submit the completed and signed *Manufacturer/Mill* Certification form with their bids. **THE COMMONWEALTH SHALL HAVE NO OBLIGATION TO PAY FOR THE ITEM(S) UNTIL A PROPERLY COMPLETED AND SIGNED MANUFACTURER/MILL CERTIFICATION IS SUBMITTED FOR THE DELIVERED ITEM.**

(D) ENFORCEMENT

Awarded bidders may be required, after delivery of the paper product(s), to provide the Commonwealth with documentary evidence that the paper product(s) were in fact produced with the required minimum percentage of post-consumer content.

APPENDIX A

**COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE APPENDIX LANGUAGE**

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, [name of program and department] (hereinafter the “Covered Entity”) will make available and/or transfer to **Contractor** (hereinafter the “Business Associate”) certain Protected Health Information (PHI), in conjunction with goods or services that are being provided by Business Associate to or on behalf of [name of program and department], that is confidential and must be afforded special treatment and protection in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”) Privacy Regulations at 45 CFR Part.160-164.

WHEREAS, Business Associate will have access to and/or receive from Covered Entity, PHI that can be used or disclosed only in accordance with this Appendix and the HIPAA Privacy Regulations at 45 CFR Part 160-164.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.**
 - a. “Business Associate” shall have the meaning given to such term under the HIPAA Regulations, including but not limited to, 45 CFR §160.103.
 - b. “Covered Entity” shall have the meaning given to such term under HIPAA and the HIPAA Privacy Regulations, including, but not limited to, 45 CFR §160.103.
 - c. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium; (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Privacy Regulations, including, but not limited to 45 CFR §164.501.
 - d. In accordance with 45 CFR Parts 160-164, [name of program and department] is the **Covered Entity** and _____ is the **Business Associate**.
 - e. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160-164.
2. **Limits On Use And Disclosure Established By Terms Of Appendix.** Business Associate hereby agrees that it shall be prohibited from using or disclosing the PHI provided or made available by Covered Entity for any purpose other than as expressly permitted or required by this Appendix, in accordance with 45 CFR §164.504(e)(2)(i).
3. **Stated Purposes For Which Business Associate May Use Or Disclose PHI.** The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided or made available from Covered Entity for the following stated purposes:

***PROGRAM MUST** Include a general statement describing the stated purposes that Business Associate may use or disclose the PHI. These uses and disclosures must be within the scope of the Appendix. 45 CFR §164.504(e)(2)(i).*

4. Additional Purposes For Which Business Associate May Use Or Disclose Information. In addition to the Stated Purposes, Business Associate may use or disclose PHI provided or made available from Covered Entity for the following additional purposes(s) (optional section):

- a) **Use Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to use PHI if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of the Business Associate. 45 CFR §164.504(e)(4)(ii).
- b) **Disclosure Of Information For Management, Administration And Legal Responsibilities.** Business Associate is permitted to disclose PHI received from Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided:
 - i) The disclosure is required by law: or
 - ii) The Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached. 45 CFR §164.504(e)(4)(ii).
- c) **Data Aggregation Services.** Business Associate is also permitted to use or disclose PHI to provide data aggregation services, as that term is defined by 45 CFR §164.501, relating to the health care operations of Covered Entity. 45 CFR §164.504(e)(2)(i)(B).

5. BUSINESS ASSOCIATE OBLIGATIONS:

- a) **Limits On Use And Further Disclosure Established By Appendix And Law.** Business Associate hereby agrees that the PHI provided or made available by Covered Entity shall not be further used or disclosed other than as permitted or required by the Appendix or as required by law. 45 CFR §165.404(e)(2)(ii)(A).
- b) **Appropriate Safeguards.** Business Associate will establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Appendix. 45 CFR §164.504(e)(2)(ii)(B).
- c) **Reports Of Improper Use Or Disclosure.** Business Associate hereby agrees that it shall report to **[name of Agreement officer for program and Department]** **within two (2) days of discovery** any use or disclosure of PHI not provided for or allowed by this Appendix. 45 CFR §164.504(e)(2)(ii)(C).
- d) **Subcontractors And Agents.** Business Associate hereby agrees that anytime PHI is provided or made available to any subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and

must enter into a subcontract or contract with the subcontractor or agent that contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Appendix. 45 CFR §164.504(e)(2)(ii)(D).

- e) **Right Of Access To PHI.** Business Associate hereby agrees to make available to an individual who is the subject of the PHI the right to access and copy that individual's PHI, at the request of the individual or of the Covered Entity, in the time and manner designated by the Covered Entity. This right of access shall conform with and meet all of the requirements of 45 CFR §164.524 and 45 CFR §164.504(e)(2)(ii)(E).
- f) **Amendment And Incorporation Of Amendments.** Business Associate agrees to make any amendments to PHI that have been agreed to by the Covered Entity, at the request of Covered Entity or of the individual, in the time and manner designated by Covered Entity, in accordance with 45 CFR 164.526 and 45 CFR §164.504(e)(2)(ii)(F).
- g) **Provide Accounting.** Business Associate agrees to document and make available to Covered Entity or to the individual, any information necessary to provide an accounting of disclosures in accordance with 45 CFR §164.528 and 45 CFR §164.504 (e)(2)(ii)(G), within 30 days of receipt of a request for an accounting, in the manner designated by the Covered Entity.
- h) **Access To Books And Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Privacy Regulations. 45 CFR §164.504(e)(2)(ii)(H).
- i) **Return Or Destruction Of PHI.** At termination of this Appendix, Business Associate hereby agrees to return or destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Appendix. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Appendix to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed. 45 CFR §164.504(e)(2)(ii)(I).
- j) **Mitigation Procedures.** Business Associate agrees to establish and to provide to the Program and Department upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Appendix or the HIPAA Privacy Regulations. 45 CFR §164.530(f). Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Appendix.
- k) **Sanction Procedures.** Business Associate agrees that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Appendix or the HIPAA Privacy Regulations. 45 CFR §164.530(e)(1).
- l) **Property Rights.** The PHI shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of its relationship with the program or department.

- m) **Grounds For Breach.** Any non-compliance by Business Associate with this Appendix or the HIPAA Privacy Regulations will automatically be considered to be grounds for breach pursuant to the underlying agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance.
- n) **Termination by Commonwealth.** Business Associate authorizes termination of the underlying contract by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Business Associate has violated a material term of this Appendix.
- o) **Privacy Practices.** The Program or Department shall provide and Business Associate shall immediately begin using, any form, including but not limited to, any for used for Consent, Notice of Privacy Practices, Accounting for Disclosures, or Authorization, designated as effective by the Program or Department at any given time. The Program and Department retain the right to change the applicable privacy practices and documents. The Business Associate must implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

6) **OBLIGATIONS OF COVERED ENTITY:**

- a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as changes to such notice.
- b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such change affect Business Associate's permitted or required uses and disclosures.
- c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522.

APPENDIX B

ARRA ADDENDUM

Implementation of the American Recovery and Reinvestment Act of 2009

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (“ARRA”) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

This agreement addendum addresses additional requirements applicable to ARRA funds. Subject to further guidance by the applicable Federal awarding agency, the following terms and conditions are consistent with the mandatory requirements for agreements funded by ARRA.

Be advised that ARRA funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA.

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of ARRA. In the event there is any inconsistency between these ARRA requirements and current award terms and conditions, the ARRA requirements will take precedence.

Contractor agrees that in consideration of receipt of Federal ARRA Funds, it will comply with all of the terms, conditions, requirements and limitations set forth below:

Definitions

A. “ARRA funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

B. “Contractor” is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

ARRA Terms & Conditions

1. **Revisions to Requirements.** Contractor acknowledges that this Addendum may be revised pursuant to ongoing guidance from the relevant Federal or Commonwealth agency regarding

requirements for ARRA funds. Contractor agrees to abide by any such revisions upon receipt of written notification from the Commonwealth of the revisions, which will automatically become a material part of this Addendum, without the necessity of either party executing any further instrument.

2. Reporting Requirements. Not later than 5 days after the end of each calendar quarter, or more frequently as directed by the Commonwealth, the Contractor shall submit a report to the Commonwealth that contains:

- (a) The total amount of ARRA funds received;
- (b) The amount of ARRA funds received that were expended or obligated to projects or activities;
- (c) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - i) the name of the project or activity;
 - ii) a description of the project or activity;
 - iii) an evaluation of the completion status of the project or activity;
 - iv) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - v) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under ARRA, and name of the person to contact at the agency if there are concerns with the infrastructure investment;
- (d) Detailed information on any subcontracts or subgrants awarded by the Contractor must include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;
- (e) If required by the Commonwealth, Contractor agrees to separately identify the expenditures for each award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the Contractor reports required by ARRA;
- (f) If required by the Commonwealth, Contractor shall submit backup documentation for expenditures of ARRA funds including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Commonwealth.

3. Registrations and Identification Information

- (a) Contractor must maintain current registrations in the Center Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

(b) If applicable, the Contractor agrees to separately identify to each sub-contractor and document at the time of award of contract or approval of application and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of ARRA funds.

4. Flow Down Requirement. Contractor must include these ARRA Terms and Conditions in any subcontract.

5. Prohibition on Use of Funds. No ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or any other items prohibited by ARRA.

6. Required Job Posting. To ensure Pennsylvanians have the utmost opportunity to be hired for jobs created through the receipt of ARRA funding, all Contractors shall post jobs they create or seek to fill as a result of receiving ARRA funding to the PA CareerLink® system at www.pacareerlink.state.pa.us . Contractors can locate their local PA CareerLink® office through the same website or by calling 1-866-858-2753. Staff at local PA CareerLinks® can assist Contractors with posting positions and explain how to retrieve resumes or applications within the system.

7. Wage Rate Requirements. Section 1606 of ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

8. Whistleblower Provision.

(a) An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

(b) A person who believes that the person has been subjected to a reprisal prohibited by subsection (a) may submit a complaint regarding the reprisal to the appropriate U.S. Office of the Inspector General.

(c) Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required by Section 1553 of ARRA. See www.recovery.gov.

9. Duty to Report Fraud. Contractors and subcontractors shall promptly refer to the U.S. Office of Inspector General and Commonwealth Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person will or has: 1) submitted a false claim under the False Claims Act; 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, ethics or similar misconduct involving ARRA funds; or 3) engaged in misuse, gross waste, gross mismanagement or abuse of authority related to the use or award of ARRA funds.

10. Environmental and Preservation Requirements. The Contractor shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the awarding Federal agency to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, the Clean Air Act, the Federal Water Pollution and Control Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the Contractor to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. The Contractor shall not undertake any project having the potential to impact EHP resources without the prior approval of the awarding Federal agency, including but not limited to communication towers, physical security enhancements, new construction, and modification to buildings that are 50 years old or greater. The Contractor must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the Contractor must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Contractor will immediately cease construction in that area and notify the awarding Federal agency and the Pennsylvania Historical and Museum Commission. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding.

11. No Contracts with Debarred or Suspended Entities. The Contractor shall not enter into any contract or subcontract with any party that has been debarred or suspended from either:

(a) contracting with the Federal Government or the Commonwealth; or

(b) participating in any Federal or Commonwealth assistance programs.

12. Prohibition on Lobbying.

(a) The Contractor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any Agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Agreement.

(b) Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) and any applicable regulations are incorporated by reference and the Contractor agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

13. Nondiscrimination Provisions. The Contractor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's

performance under this Agreement. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

- (a) On the basis of race, color or national origin, in Title V I of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by applicable regulations.
- (b) On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg. 339), as implemented by applicable regulations.
- (c) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by applicable regulations.
- (d) On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by applicable regulations.
- (e) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by applicable regulations.

14. DBE Provisions. The Contractor shall comply with all applicable federal Disadvantaged Business Enterprises (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, the Contractor shall comply with the Pennsylvania Department of General Services (DGS) policy for contracting (http://www.portal.state.pa.us/portal/server.pt/community/bureau_of_minority_and_women_business_opportunities/1358). In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize DGS-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) for those contracting, subcontracting and purchase opportunities that exist and report utilization to DGS.

15. Access to Records. Contractor agrees that with respect to each agreement using, in whole or in part, ARRA funds, any representative of an appropriate U.S. Inspector General appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the U.S. Comptroller General is authorized:

- (a) to examine any records of the Contractor, any of its subcontractors, or any state or local agency administering such contract that pertain to, and involve transactions relating to the contract; and
- (b) to interview any officer or employee of the contractor, subcontractor or agency regarding such transactions.

16. Records Retention. The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the Federal Government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the Commonwealth.

17. Access to Information. This contract and any records or expenditures related thereto may be subject to disclosure under the Pennsylvania Right to Know Law 65 P.S. 67.101 *et seq.* and the Freedom of Information Act, 5 U.S.C. §552.

18. Compliance. The Contractor shall comply with all applicable laws, regulations and program guidance. A **non-exclusive** list of statutes, regulations and/or guidance commonly applicable to Federal funds follows:

General

- Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.; 32 CFR part 26, Subpart B
- Copeland “Anti-Kickback Act”, 18 U.S.C. Section 874; 29 CFR Part 3
- Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-330; 29 CFR Part 5
- Americans with Disabilities Act of 1990, as amended; 42 U.S.C. Chapter 126; 28 C.F.R. §35.101 et seq.

Administrative Requirements

- OMB Circular A-102, State and Local Governments (10/07/94, amended 08/28/07) (44 CFR Part 13)
- OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

Cost Principles

- OMB Circular A-87, State and Local Governments (05/10/04) (2 CFR Part 225)
- OMB Circular A-21, Educational Institutions (5/10/04) (2 CFR Part 220)
- OMB Circular A-122, Non-Profit Organizations (5/10/04) (2 CFR Part 230)

Audit Requirement

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

19. Buy American - Use of American Iron, Steel, and Manufactured Goods.

Please use subsections I and II in the alternative as detailed below:

I. The following shall apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work when:

- ***the estimated value of the project is less than \$7,443,000; or***
- ***the procurement is being conducted by local governments and municipalities; or***
- ***the specific item being procured is not covered under the World Trade Organization Agreement on Government Procurement or other international procurement agreement. (e.g. mass transit or highway procurements, dredging service procurements, or national defense-related procurements).***

(a) *Requirement.* All iron, steel, and other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions.*

1. “Building or work” means construction, maintenance, alteration, or repair. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment

(whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not “building” or “work” within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. “Construction material” means an article, material, or supply brought to the construction site by the recipient, subrecipient or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. “Domestic construction material” means:

(i) An unmanufactured construction material mined or produced in the United States;
or

(ii) A construction material manufactured in the United States.

4. “Foreign construction material” means a construction material other than a domestic construction material.

5. “Manufactured good or product” means a good or product used as construction material in a project that is the result of processing materials by way of machinery and/or labor that produce a substantially different article. Where the basic character, function, or kind of material processed remains the same, it is not manufactured.

6. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

7. “Public building or public work” means building or work, the construction, alteration, maintenance, or repair of which, as defined in this award term, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

8. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

9. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

10. “United States” means the 50 States, the District of Columbia, and outlying areas including:

(i) Commonwealths: (a) Puerto Rico; (b) The Northern Mariana Islands;

(ii) Territories: (a) American Samoa; (b) Guam; (c) U.S. Virgin Islands; and

(iii) Minor outlying islands: (a) Baker Island; (b) Howland Island; (c) Jarvis Island; (d) Johnston Atoll; (e) Kingman Reef; (f) Midway Islands; (g) Navassa Island; (h) Palmyra Atoll; (i) Wake Atoll.

(c) *Domestic preference.*

1. This award term and condition implements Section 1605 of ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States.

2. The recipient shall use only domestic construction material in performing this project, except as provided in paragraph (c)(3) and (c)(4) of this term and condition.

3. This requirement does not apply to the construction material or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate “none”]

4. The award official may add other foreign construction material to the list in paragraph (c)(3) of this term and condition if the Federal government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of Section 1605 of ARRA.*

1. (i) Any request to use foreign construction material in accordance with paragraph (c)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(a) A description of the foreign and domestic construction materials;

(b) Unit of measure;

(c) Quantity;

(d) Price;

(e) Time of delivery or availability;

(f) Location of the construction project;

(g) Name and address of the proposed supplier; and

(h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies, the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is non-availability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

3. Unless the Federal government determines that an exception to section 1605 of ARRA applies, use of foreign construction material is noncompliant with section 1605 of ARRA.

(e) *Data.* To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

1. [List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
2. [Include other applicable supporting information.]
3. [* Include all delivery costs to the construction site.]

II. The following shall, in addition to the Pennsylvania Steel Products Procurement Act, 73 P.S. Sections 1881-1887, apply for Projects using ARRA funds for the construction, alteration, maintenance, or repair of a public building or public work with an estimated value of \$7,443,000 or more:

(a) *Requirement.* All iron and steel used in the construction, reconstruction, alteration or repair of a public building or public work must be manufactured in the United States. All other manufactured goods used as construction material for the construction, alteration, maintenance, or repair of a public building or public work must be produced in the United States or a designated country. This requirement shall be applied in a manner that is consistent with the laws and agreements of the United States and the Commonwealth of Pennsylvania.

(b) *Definitions.* As used in this award term and condition:

1. "Building or work" includes, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of this definition unless conducted in connection with and at the site of such building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

2. "Construction material" means iron, steel, and other manufactured goods used as construction material brought to the construction site by the recipient, subrecipient, or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

3. "Designated country" means: Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

4. "Designated country construction material" means a construction material that

(i) Is wholly the growth, product, or manufacture of a designated country; or

(ii) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into

a new and different construction material distinct from the materials from which it was transformed.

5. "Domestic construction material" means:

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States.

6. "Foreign construction material" means a construction material other than a domestic construction material.

7. "Manufactured construction material" means any construction material that is not unmanufactured construction material."

8. "Public building or public work" means building or work, the construction, alteration, maintenance, or repair of which, as defined in this Subpart, is carried on directly by authority of, or with funds of, a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.

9. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

10. "Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

11. "United States" means the 50 States, the District of Columbia, and outlying areas.

(c) Construction materials.

1. This award term and condition implements

(i) Section 1605(a) of the American ARRA, by requiring that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of ARRA do not apply to designated country construction materials. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used as construction material in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services, or where the iron, steel or manufactured goods used as construction material in the project are from a least developed country. This obligation shall only apply to projects with an

estimated value of \$7,443,000 or more.

2. The recipient shall use only domestic or designated country construction material in performing the work funded in whole or part with this award, except as provided in paragraphs (c)(3) and (c)(4) of this term and condition.

3. The requirement in paragraph (c)(2) of this term and condition does not apply to the construction materials or components listed by the Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

4. The award official may add other construction material to the list in paragraph (c)(3) of this award term and condition if the Federal government determines that:

- (i) The cost of domestic construction material would be unreasonable. The cost of domestic iron, steel, or other manufactured goods used as construction material in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
- (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of ARRA to a particular construction material would be inconsistent with the public interest.

(d) *Request for determination of inapplicability of section 1605 of ARRA or the Buy American Act.*

- 1. (i) Any recipient request to use foreign construction material in accordance with paragraph(c)(4) of this term and condition shall include adequate information for Government evaluation of the request, including—
 - (a) A description of the foreign and domestic construction materials;
 - (b) Unit of measure;
 - (c) Quantity;
 - (d) Price;
 - (e) Time of delivery or availability;
 - (f) Location of the construction project;
 - (g) Name and address of the proposed supplier; and
 - (h) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph(c)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (e) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after award shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before award. If the recipient does not

submit a satisfactory explanation, the award official need not make a determination.

2. If the Federal government determines after award that an exception to section 1605 of ARRA applies and the award official will amend the award to allow use of the foreign construction material. When the basis of the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount or redistribution of budgeted funds, as appropriate, to cover costs associated with acquiring or using the foreign construction material. When the basis for the exception is the unreasonable price of a domestic construction material, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in paragraph (c)(4)(i) of this term and condition.

3. Unless the Federal government determines that an exception to the section 1605 of ARRA applies, use of foreign construction material other than designated country construction material is noncompliant with the applicable Act.

(e) *Data.* To permit evaluation of requests under paragraph (d) of this clause based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit Measure	of Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number ,email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site].]

APPENDIX E

SOFTWARE LICENSE REQUIREMENTS

This Appendix shall be attached to and made a material part of Software Publisher's Software License Agreement (collectively the "Agreement") between Licensor and the Commonwealth of Pennsylvania ("Commonwealth"). The terms and conditions of this Appendix shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher's Software License Agreement.

- 1. Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "Commonwealth Agency" as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.
- 3. Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
- 4. Patent, Copyright, Trademark, and Trade Secret Protection:**

 - a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any

judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's

expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

- d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

- (6) infringement of a non-Licensor product alone;
 - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming: Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$1,000,000. This limitation does not apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;

- (4) damage to real property or tangible personal property for which the Licensor is legally liable; or
- (5) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

- a) Licensor may not terminate this Agreement for non-payment.
- b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

8. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=45862_1&level=2&css=L2&mode=2. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

9. Confidentiality: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

10. Publicity/Advertisement: The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement,

endorsement, or any other type of publicity. This includes the use of any trademark or logo.

- 11. Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

Attachment 1

LIST OF LICENSED PRODUCTS AND FEES

The following information may be revised upon mutual agreement of the Commonwealth and the Licensor on a semiannual basis.

A. Licensed Product:

The Licensed Product includes (list all titles covered by this agreement)

(Note: Insert active link if list is extensive.)

For all fees paid by the Licensee, Licensor acknowledges the License Fee will be paid to Licensor by the Software Reseller contracted by the Commonwealth of Pennsylvania. Fees are listed in the “Services and Pricing Tables” attached to this Agreement.

B. Installation and Configuration Fees (if applicable):

The License Fee includes the following (e.g. installation, configuration services, project management support):

-
-

Additional hours may be purchased in accordance with Licensor’s current Price List for such services and/or rate card set forth in the “Services and Pricing Tables”.

C. Services Included in License Fee(s) (if applicable):

The License Fee includes the following services:

-
-

Additional services may be purchased in accordance with Licensor’s current Price List for such services and/or rate card set forth in the “Services and Pricing Tables”.

D. Maintenance and Support Fees:

Licensor will make the following Maintenance & Support Services available to the Licensee:

Standard Maintenance and Support Services

The Licensee shall receive support by phone, email, or if necessary site visits during the duration of the agreement. If site visits are deemed necessary travel must be in accordance with the

Management Directive 230.10 only at the discretion of the agency. This Management Directive can be found by copying the following link into your internet browser:

http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operations/oa/oa_portal/omd/p_and_p/management_directives/management_administrative_support/items/230_10.html

The billable hours will begin in accordance with the established rate card as specified in the “Services and Pricing Tables”.

Standard updates (e.g. service packs, security updates, patches, etc.) are included in the Standard Maintenance and Support Service Fee and will be delivered to the Licensee electronically, in a manner agreed upon by the parties (e.g., email attachment, web download,) or by sending a CD-rom. Licensee may request that a Licensor technician install the updates, either on-site, or remotely, in which case, such support shall be offered to Licensee on a time and materials basis at the rates set forth in the “Services and Pricing Tables”.

Licensee may, at its option, allow Licensor technical staff to log into the Licensee’s system remotely in order to install Updates or to resolve technical problems.

E. Renewal of Support Services/Software Maintenance

The Licensee may renew the Standard Maintenance and Support Services set forth in this Appendix, including Standard Maintenance and Support and Enhanced Maintenance and Support (if applicable), by paying an Annual Support Services Renewal Fee each year subsequent to the Initial Support Term. The Annual Support Services Renewal Fee shall be due within thirty (30) days of the Annual Support Services Renewal Date and Licensee's receipt of a proper invoice. The Annual Support Services Renewal Date shall be the same day each year. Included in the License Fee shall be the Support and Maintenance Services for a period of one (1) year. The Support Services Renewal Fee for the first year following the Initial Support Term shall be determined as follows:

Cost Calculation: Standard Maintenance and Support = Annual Maintenance Percentage * Net License Costs. The Commonwealth expects the “Annual Software Maintenance Percentage” shall not exceed 18% of the “Net License Costs.” The Commonwealth may negotiate the “Annual Software Maintenance Percentage” on a product-by-product basis. The Commonwealth may elect ongoing Software Maintenance at its discretion.

The cost for renewals of Standard Maintenance and Support Services and Enhanced Maintenance and Support Services, if applicable, beyond the first year following the Initial Support Term shall be calculated based on the original Net License Costs to the Commonwealth. The Annual Software Maintenance Costs will remain fixed for a period of five (5) years.

Enhanced Support and Maintenance Fees are described in **Section 2** of this document.

F. Contacts and Support Service Levels

Licensor shall make several contacts available to the Licensee in three ways, as follows:
(Note: This information may be updated as necessary to accommodate organizational changes)

Primary Technical Contact:	Secondary Technical Contact:
Primary Number:	Primary Number:
Secondary Number:	Secondary Number:
Primary email:	Primary email:

Lead Account Contact:	Secondary Account Contact:
Primary Number:	Primary Number:
Secondary Number:	Secondary Number:
Primary email:	Primary email:

During normal business hours, Monday through Friday from 7:30 AM EST to 6:00 PM EST, Licensee shall use the primary email address to contact an individual, and/or the primary number. For after hour, weekend and holiday support, Licensee shall call _____ or e-mail _____

SECTION 2: Summary of Enhanced Maintenance and Support:

Provide a summary of various enhanced maintenance and support services. Describe completely.

-
-

Pricing will be accordance with the established schedule as specified in the “Service and Pricing Tables”.

Service Level Agreement

(if applicable)

Provided the Licensee maintains and supplies remote access capability to Licensor's system, Licensor will use commercially reasonable efforts to correct and/or provide a work-around for any software error, or hardware error if Licensor-provided hardware, reported by Licensee in accordance with the priority level reasonably assigned to such error by Licensee and the associated response obligations set forth below: (insert Priority levels, with definitions and maximum SLA response times):

Service and Pricing Tables

1. Tiered License Costs or Enterprise Costs:
2. Installation and Configuration Fees: (attach rate card)
3. Additional Services:
4. Standard Maintenance and Support Fees:
5. Enhanced Maintenance and Support Fees:

Appendix F - Required Software Publishers for Lot 1

Software Publisher	Authorized Reseller
MICROSOFT CORPORATION	
SYNTELLECT	
ADOBE SYSTEMS	
PERFORMANCE LEARNING SYSTEMS	
CA	
COOPER NOTIFICATION	
SOFTWARE AG USA INC	
HEWLETT PACKARD	
CHECK POINT	
AUTODESK	
EMC	
INTERGRAPH CORPORATION	
INTERACT PUBLIC SAFETY SYSTEMS	
BMC	
WEBEX COMMUNICATIONS	
TELE ATLAS NORTH AMERICA INC	
TOTAL COMPUTER GROUP	
PAPERFREE CORPORATION	
RSA SECURITY	
BIO-KEY INTERNATIONAL	
METASTORM	
IRONPORT SYSTEMS INC	
CITRIX	
COMPUWARE	
UNISYS	
VERISIGN	
SRC SOLUTIONS	
LAPIS	
SIGHTLINE SYSTEMS CORP	
CENTRELEARN SOLUTIONS	
HANCOCK SOFTWARE	
XSTANDARD	
IMR LIMITED	
GUIDANCE SOFTWARE	
INFORMATICA	
MIMOSA SYSTEMS	
WEBSENSE INC	
SYBASE	
GLOBAL SECURE SYSTEMS	
STACS DNA	
OBJECTBUILDERS	
PEN-LINK	
KOFAX IMAGE PRODUCTS	
LAWSON SOFTWARE AMERICAS INC	
DELTA DEVELOPMENT GROUP	
IMPERVA	

Appendix F - Required Software Publishers for Lot 1

TREND MICRO	
INFORMATION SERVICES GROUP	
SAS INSTITUTE INC	
IMAGETECH SYSTEMS	
ALLEN SYSTEMS GROUP INC	
GLOBAL 360	
SOPHOS INC	
QUEST	
DECISION LENS	
WEBMETHODS	
JDA	

Appedix G - Current Contract Utilization

Software Contract Data - FY 08-09

Top Percentage of Spend Vendor List	
Publishers	Percentage of Total Spend
MICROSOFT CORPORATION	23.53%
IBM	9.58%
SYNTELLECT	6.01%
ADOBE SYSTEMS	2.33%
PERFORMANCE LEARNING SYSTEMS	2.33%
CA	2.28%
ORACLE CORPORATION	2.01%
COOPER NOTIFICATION	1.87%
SOFTWARE AG USA INC	1.77%
HEWLETT PACKARD	2.17%
CHECK POINT	1.34%
AUTODESK	1.29%
EMC	1.28%
INTERGRAPH CORPORATION	1.21%
INTERACT PUBLIC SAFETY SYSTEMS	1.19%
BMC	1.18%
WEBEX COMMUNICATIONS	1.12%
TELE ATLAS NORTH AMERICA INC	0.94%
TOTAL COMPUTER GROUP	0.88%
PAPERFREE CORPORATION	0.82%
RSA SECURITY	0.80%
BIO-KEY INTERNATIONAL	0.80%
METASTORM	0.77%
IRONPORT SYSTEMS INC	0.77%
CITRIX	0.64%
COMPUWARE	0.61%
UNISYS	0.59%
VERISIGN	0.58%
SRC SOLUTIONS	0.58%
LAPIS	0.58%
SIGHTLINE SYSTEMS CORP	0.58%
CENTRELEARN SOLUTIONS	0.57%

Total Spend Breakdown			
Spend Range	Number of Vendor	Total Spend	% of Spend
Greater Than \$500 K	21	\$42,382,858.39	66.13%
Between \$100K and \$499K	63	\$15,055,150.85	23.49%
Less \$100K	478	\$6,653,319.90	10.38%
Grand Total	562	\$64,091,329.14	

Agency Spend Over \$1.0 Million			
Agency	# of PO's	Total Spend	% of Spend
PA DPW	394	\$12,295,911.81	19.18%
PA-S OFFICE OF ADMINISTRATION	549	\$8,938,022.00	13.95%
PA-S LABOR & INDUSTRY	573	\$7,338,665.00	11.45%
PA-S PENNDOT BUREAU INFO SYS	299	\$4,237,494.09	6.61%
PA-S REVENUE	351	\$3,888,754.70	6.07%
PA-S PA STATE POLICE	235	\$2,970,789.00	4.64%
PA-S PA DEPT OF EDUCATION	79	\$2,441,190.33	3.81%
PA-S HEALTH	207	\$1,998,372.34	3.12%
PA-S PA EMERGENCY MGMT AGENCY	72	\$1,355,392.00	2.11%
PA-S PHEAA	142	\$1,260,840.53	1.97%
PA-S CORR	265	\$1,170,050.00	1.83%
PA-S STATE DEPT	75	\$1,011,652.11	1.58%
Total	3241	\$48,907,133.91	76.31%

Appendix H - Cost Matrix

Your Company's Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The Offeror must submit a separate sealed envelope for each Lot the Offeror is to bid on. The Lot title must be stated on the front for each envelope. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal.

****Please enter cost information in only the yellow cells for each Lot****

****The "Reseller Cost" column should ONLY be filled in with a dollar amount****

****The "Reseller Percentage Markup" column should ONLY be filled in with a percentage**

****The columns labeled "COPA Final Cost Per Each" , and "COPA Final Extended Cost" contain formulas which will calculate on their own based off the data entered into in the previous columns****

Appendix H - Cost Matrix
Lot 1 - COPA Market Basket

Publisher Part Num	Description	Manufacturer Name	Product Type	FY 2009 QTY Purchased	Resellers Cost	Reseller Mark-up	COPA Final Cost Per Each	COPA Final Extended Cost
SPE1000P-759	ADDITIONAL VOICE SERVER PORT LICENSE	SYNTELLECT	Shrink Wrap	759			\$0.00	\$0.00
FOCPKG984 984	CALLCOPY CC VOICE CONTINUOUS RECORDING CLIENT LICENSE	SYNTELLECT	Shrink Wrap	984			\$0.00	\$0.00
PXEALLEN3YCWPA	IRONPORT PXE ENCRYPT 3 YEAR	IRONPORT SYSTEMS INC	Shrink Wrap	70,000			\$0.00	\$0.00
2525391	RSA ADAPTIVE AUTHENTICATION SW LICENSE	RSA SECURITY	Shrink Wrap	40,000			\$0.00	\$0.00
2518133	WEBEX ANNUAL LICENSE AND MINUTES	WEBEX COMMUNICATIONS	Shrink Wrap	687			\$0.00	\$0.00
HISCDE-AB-HI	VLA MCAFEE HIP FOR SERVERS WITH 1 YEAR MAINT	MCAFEE	License	5,000			\$0.00	\$0.00
MW2D0000031	VLA PRESENTATION SERVER PLATINUM ED X1 CONC USER CONN W/ SUB ADVANTAGE	CITRIX	License	700			\$0.00	\$0.00
62900-000000-PR40	BUZZSAW PROF. 25-USER PACK 500+ USER LEVEL â€® YEAR 2	AUTODESK	Shrink Wrap	22			\$0.00	\$0.00
WITD-K-GV12-R	GOVT 12MO RNWL INTERNET THREAT DATABASE 50K-100KU ORD INCRMTS 1000 WIN LICENSE	WEBSense INC	Shrink Wrap	80,000			\$0.00	\$0.00
2525129	ACCURINT LE PLUS DFACTS LICENSE 7/1/09-6/30/10	LEXIS-NEXIS	Shrink Wrap	100			\$0.00	\$0.00
2527465	MOBILECOP 600 PLUS MAINT 8/1/09-7/31/10	BIO-KEY INTERNATIONAL	Shrink Wrap	1,901			\$0.00	\$0.00
MD-G360-ENTERPRISE-LIC-NX	G360 ENTERPRISE NX LICENSE - MAINTENANCE SYSTEM 7/1/2009 - 6/30/2010	GLOBAL 360	Shrink Wrap	134			\$0.00	\$0.00
ETRSWS990001600G4	VLA SITEMINDER FOR IBM WEBSPPHERE 6.0 LIC W/1R ENTERPRISE MAINT	CA	Maintenance	54			\$0.00	\$0.00
54026356HS	VLA ACROBAT PRO 9 WIN LICENSE	ADOBE SYSTEMS	License	728			\$0.00	\$0.00
2519486	AUDIOCODES LDA2409	SYNTELLECT	Shrink Wrap	43			\$0.00	\$0.00
MNE-SOLCAL2000	MIMOSA NEARPOINT FOR MS EXCHANGE SOLUTION - 2000 MAILBOXES	MIMOSA SYSTEMS	Shrink Wrap	11,500			\$0.00	\$0.00
MD-G360-ENTERPRISE-LIC-NX	PA SERS PROCESS360 LIC-ENT CONCURRENT MAINT SYSTEM 7/1/08 - 6/30/09	GLOBAL 360	Shrink Wrap	105			\$0.00	\$0.00
FOCPKG212 212	CALL COPY CC VOICE CONTINUOUS RECORDING 212 LICENSES	SYNTELLECT	Shrink Wrap	212			\$0.00	\$0.00
SPE3000IS1-E-I- 542	INTERACTION TYPE SEAT UPGRADE LICENSE	SYNTELLECT	Shrink Wrap	542			\$0.00	\$0.00
DT4AS-PRE-B	DOUBLE-TAKE FOR WIN ENT EDITION INCLUDING FIRST YEAR MAINT	DOUBLE-TAKE SOFTWARE	Shrink Wrap	28			\$0.00	\$0.00
2535984	CASELOGISTIX DESKTOP ENT WIN LICENSE	ANACOMP	Shrink Wrap	50			\$0.00	\$0.00
2525394	RSA ADAPTIVE AUTHENTICATION MAINTENANCE	RSA SECURITY	Shrink Wrap	40,000			\$0.00	\$0.00
54020857HS	VLA ACROBAT PRO 8 WIN LICENSE	ADOBE SYSTEMS	License	492			\$0.00	\$0.00
GMREWIN49900GJ	VLA ALLFUSION ERWIN DATA MODELER-3YR ENT MAINT RENEWAL	CA	Maintenance	53			\$0.00	\$0.00
65021256PU	VLA ADOBE DESIGN PREMIUM 4 MAC CONCURRENT LICENSE	ADOBE SYSTEMS	License	200			\$0.00	\$0.00
MNE-ENTCAL-1	MIMOSA NEARPOINT FOR MS EXCHANGE - ENT SOLUTION 2000+ MAILBOXES	MIMOSA SYSTEMS	Shrink Wrap	2,500			\$0.00	\$0.00
2539779	SKILLCHOICE COMPLETE SKILLSOFT HOSTED 9/21/09-9/20/12	SKILLSOFT	Shrink Wrap	450			\$0.00	\$0.00
WM-PCON	PRO SERVICES WEBMETHODS PRINCIPAL CONSULTANT PER HOUR	WEBMETHODS	All Other Products	400			\$0.00	\$0.00
2541805	SKYVIEW MOBILE TRACKING LICENSE	ADVANCED PUBLIC SAFETY	Shrink Wrap	160			\$0.00	\$0.00
OBSWFM 356	WORKFORCE MANAGEMENT SOFTWARE LICENSE	SYNTELLECT	Shrink Wrap	356			\$0.00	\$0.00
MW2Z0000033	VLA PRESENTATION SERVER 4.5 PLATINUM EDITION 1CCU W/ SUBSCRIPTION ADVANTAGE	CITRIX	License	175			\$0.00	\$0.00
WM-TC	SERVICES WEBMETHODS TRAINING CREDITS PER CREDIT	WEBMETHODS	All Other Products	724			\$0.00	\$0.00
HW-0001	HP PART T6772AA HP LOADRUNNER 6-PROTOCOL GROUP MAINT	HEWLETT PACKARD	Shrink Wrap	3,250			\$0.00	\$0.00
NCCRUL990	VLA COM OF PA CA CLARITY CREATOR USER LIC 5.2009 THRU 5.2012 YR 1 MAINT RENEWAL	CA	Maintenance	43			\$0.00	\$0.00
DT4AS-PRE-M	ADDITIONAL YEARS MAINT DOUBLE- TAKE FOR WIN ENT EDITION 4YR MAINT & SUPP	DOUBLE-TAKE SOFTWARE	Shrink Wrap	84			\$0.00	\$0.00
2526671	ONBASE WORKSTATION CLIENT ANNUAL MAINT	HYLAND SOFTWARE	Shrink Wrap	405			\$0.00	\$0.00
MW2Z0000033	VLA PRESENTATION SERVER 4.5 PLATINUM EDITION 1CCU W/ SUBSCRIPTION ADVANTAGE	CITRIX	License	150			\$0.00	\$0.00
2527615	KINSEY IMPLEMENTATION CONSULTING PER/HOUR	KINSEY & KINSEY INC	All Other Products	343			\$0.00	\$0.00
T6224AAE	LOADRUNNER/PC DIAGNOSTICS SAP 1-50 CPU SW E-LTU LICENSE	HEWLETT PACKARD	Shrink Wrap	16			\$0.00	\$0.00
HA106A1-4PE	HP 1 YEAR SOFTWARE SUPPORT ANUL SOFTWARE SUBS FOR BAND 4PE 6/1/08-5/31/09	HEWLETT PACKARD	Shrink Wrap	25			\$0.00	\$0.00
2523599	MPKI FOR STD SSL	VERISIGN	Shrink Wrap	327			\$0.00	\$0.00
2525393	RSA RISK ENGINE DATA FEED	RSA SECURITY	Shrink Wrap	40,000			\$0.00	\$0.00
2515233	QUICKADDRESS PRO WEB 5.60 RENEWAL 6/1/09-5/31/10	QAS LTD	Shrink Wrap	750			\$0.00	\$0.00
T6492AASD	SW 9X5 HP QC ENT W/BPT SITE CC SSR SW L7U MAINT	HEWLETT PACKARD	Shrink Wrap	95			\$0.00	\$0.00
A.WIN.2K.IA.NET	WINDOWS 2000 INTERFACE AGENT - .NET LICENSE	SIGHTLINE SYSTEMS CORP	Shrink Wrap	21			\$0.00	\$0.00
KOFAX DESIGN & IMPLEMENTATION	KOFAX TECHNICAL SERVICES - DESIGN IMPLEMENTATION TESTING TRAINING ANNUAL SOFTWARE SUBSCRIPTION FOR FUNCL TESTING SITE CCUSER 6/1/09-6/30/10	IMAGETECH SYSTEMS	Shrink Wrap	39			\$0.00	\$0.00
T6519AAE	VLA CA SITEMINDER FOR IBM WEBSPPHERE R6.0 1 YR ENT MAINT RENEWAL	HEWLETT PACKARD	Shrink Wrap	25			\$0.00	\$0.00
ETRSWS990001600GG	VLA CA SITEMINDER FOR IBM WEBSPPHERE R6.0 1 YR ENT MAINT RENEWAL	CA	Maintenance	54			\$0.00	\$0.00
SDK001	LSI-R SDK REPORT USE LICENSE	MULTI-HEALTH SYSTEMS	Shrink Wrap	29,624			\$0.00	\$0.00
SVC.IMPLEMENTATION.001	FIVE BLOCKS OF IMPLEMENTATION SUPPORT 4 DAYS EACH	SIGHTLINE SYSTEMS CORP	All Other Products	20			\$0.00	\$0.00
SVC.IMPLEMENTATION.001	SIGHTLINE IMPLEMENTATION SERVICES	SIGHTLINE SYSTEMS CORP	All Other Products	20			\$0.00	\$0.00
T5604AAE	BUSINESS AVAILABILITY CENTER-END USER MGMT W/ BPM 1-50 TRANS SW E-LTU	HEWLETT PACKARD	Shrink Wrap	25			\$0.00	\$0.00
VS4ENTPLPS-CAB	VLA VMWARE VS4 ENT PLUS 1YR SNS	VMWARE	Maintenance	60			\$0.00	\$0.00
CT1PC1	HYLAND ONBASE SOFTWARE CONCURRENT CLIENT LICENSE	ONBASE	Shrink Wrap	50			\$0.00	\$0.00
SVC-10-CR90	VLA VMWARE CONSULTING & TRAINING CREDITS PSO CREDIT	VMWARE	License	559			\$0.00	\$0.00
NCPARL990	VLA COM OF PA CA CLARITY USER SQL 5.2009 THRU 5.2012 YEAR 1 MAINT RENEWAL	CA	Maintenance	149			\$0.00	\$0.00
SPE3000IS1-E-I-230Z	INTERACTION TYPE SEAT LICENSES E FOR I TYPES	SYNTELLECT	Shrink Wrap	230			\$0.00	\$0.00
54026691HS	VLA ACROBAT PRO 9 WIN UPG LICENSE FROM PRO TO PRO	ADOBE SYSTEMS	License	451			\$0.00	\$0.00
VRSN-MGRNAMED-M	MAINT FOR FVCS VERSION MANAGER FOR WIN UNIX OR LINUX 2/1/2009 TO 1/31/2010	SERENA SOFTWARE	Shrink Wrap	319			\$0.00	\$0.00
2550341	HANCOCK ADDITIONAL TRAINING FOR ARRA ONLINE TRAINING	HANCOCK SOFTWARE	Shrink Wrap	60			\$0.00	\$0.00
NCPAUL99081G4	VLA CA CLARITY PARTICIPANT LICENSE R8.1 - PRODUCT PLUS 1 YEAR ENTERPRISE MAINT	CA	Maintenance	186			\$0.00	\$0.00
MW2E0000031	VLA PRESENTATION SERVER 4.5 PLATINUM EDITION 1CCU W/ SUBSCRIPTION ADVANTAGE	CITRIX	License	150			\$0.00	\$0.00
DEDYFM-AA-JI	VLA MCAFEE ENDPOINT ENCRYPTION DEVS 1 YR MAINT	MCAFEE	Maintenance	12,000			\$0.00	\$0.00
M30215	EXTENDED SUPPORT AND UPGRADE 7/1/09-6/30/10	QUICKWARE	Shrink Wrap	4,000			\$0.00	\$0.00
VS4-ENT-P-SSS-C	VLA VMWARE SNS FOR VSPHERE ENT FOR 1 CPU	VMWARE	Maintenance	24			\$0.00	\$0.00
VS4ENTPL-A	VLA VMWARE VS4 ENT PLUS LIC	VMWARE	License	24			\$0.00	\$0.00
SJBX690AA-A	GEOMEDIA PRO CC MAINT 3/1/09-2/28/10	INTERGRAPH CORPORATION	Shrink Wrap	23			\$0.00	\$0.00
9911-1602	ADEPT 7 DESKTOP MYSQL VERSION ADDITIONAL LICENSES	SYNERGIS TECHNOLOGIES	Shrink Wrap	29			\$0.00	\$0.00
9923-13207	TOAD-ORACLE DEVELOPMENT SUITE-1SEAT-FOR ORACLE WIN LICENSE W/1 YR MAINT	QUEST	Shrink Wrap	20			\$0.00	\$0.00

Appendix H - Cost Matrix
 Lot 1 - COPA Market Basket

2506074	MPKI FOR PREMIUM SSL WIN LICENSE	VERISIGN	Shrink Wrap	60			\$0.00	\$0.00
22.10.01/ 2371848	EndPoint Encryption SAFEBOOT DE/CE SOFTWARE BUNDLE W/ 1YR SUPP/MAINT	MCAFFEE/SAFEBOOT	Shrink Wrap	1,316			\$0.00	\$0.00
MNE-ENTTCAL2000-N/A	MIMOSA NEARPOINT ENT TOTAL SOLUTION LICENSE	MIMOSA SYSTEMS	Shrink Wrap	2,000			\$0.00	\$0.00
2527452	INFOSERVER 201PLUS USER MAINT 8/1/09-7/31/10	BIO-KEY INTERNATIONAL	Shrink Wrap	1,097			\$0.00	\$0.00
DT4AS-PRE-B	DOUBLE-TAKE FOR WIN ENT EDITION INCLUDING FIRST YEAR MAINT	DOUBLE-TAKE SOFTWARE	Shrink Wrap	14			\$0.00	\$0.00
2524941	SANSWRITE PRO EDITION SOFTWARE LICENSE	MAP SOFTWARE	Shrink Wrap	70			\$0.00	\$0.00
658.01	VLA ALTIRIS SYMANTEC WORKSPACE STREAMING BASIC	ALTIRIS INC.	Maintenance	1,289			\$0.00	\$0.00
GMRERWIN49900GG	VLA ALLFUSION ERWIN DATA MODELER 1 YEAR ENT MAINT RENEWAL	CA	Maintenance	58			\$0.00	\$0.00
GOV-00015-033	BLACKBERRY TX2 1000-4999 USER MNT/SUP *GOVT ONLY*	RESEARCH IN MOTION	Shrink Wrap	2,500			\$0.00	\$0.00
VS4-2VM-ENT-PL-UG-C	VLA VMWARE UPG: VSPHERE STD W/ VMOT ION VMOTION TO BS4 ENT PLUS 1CPU VPPB	VMWARE	License	28			\$0.00	\$0.00
IDM-001	SQL DIAGNOSTIC MANAGER LICENSE	IDERA	Shrink Wrap	25			\$0.00	\$0.00
GMRERWIN49900GG	VLA ALLFUSION ERWIN DATA MODELER 1 YEAR ENT MAINT RENEWAL	CA	Maintenance	54			\$0.00	\$0.00
MNE-ENTCAL-1-PM	NEARPOINT MS EXCHNG-ENTRPRS SOLUTION WIN LICENSE	MIMOSA SYSTEMS	Shrink Wrap	2,500			\$0.00	\$0.00
CMRA0007	VLA CLIENT/SERVER/MESSAGING SUITE WINNT/WIN2000/WIN95/98/ME MAINT	TREND MICRO	Maintenance	9,814			\$0.00	\$0.00
IF-FB1	IUP INSTALLFREE BRIDGE 2000 USER LICENSE	INSTALLFREE	Shrink Wrap	2,000			\$0.00	\$0.00

		Appendix H - Cost Matrix				
D0747LL	IBM COGNOS WEB SERVICES DEVELOPER AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0748LL	IBM COGNOS QUERY AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0749LL	IBM COGNOS QUERY AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074ALL	IBM COGNOS QUERY FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074BLL	IBM COGNOS QUERY FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074CLL	IBM COGNOS QUERY LIMITED USE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074DLL	IBM COGNOS QUERY LIMITED USE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074ELL	IBM COGNOS IMPROMPTU ADMINISTRATOR AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074FL	IBM COGNOS IMPROMPTU ADMINISTRATOR AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074GLL	IBM COGNOS IMPROMPTU USER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074HLL	IBM COGNOS IMPROMPTU USER AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074ILL	IBM COGNOS IMPROMPTU WEB REPORTS AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074JLL	IBM COGNOS IMPROMPTU WEB REPORTS AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074KLL	IBM COGNOS IMPROMPTU WEB REPORTS LIMITED USE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074LLL	IBM COGNOS IMPROMPTU WEB REPORTS LIMITED USE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074MLL	IBM COGNOS IMPROMPTU WEB REPORTS FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074NLL	IBM COGNOS IMPROMPTU WEB REPORTS FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074PLL	IBM COGNOS SERIES 7 POWERPLAY AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074QLL	IBM COGNOS SERIES 7 POWERPLAY AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074RLL	IBM COGNOS SERIES 7 POWERPLAY WEB AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074SLL	IBM COGNOS SERIES 7 POWERPLAY WEB AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074TLL	IBM COGNOS SERIES 7 POWERPLAY WEB FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074ULL	IBM COGNOS SERIES 7 POWERPLAY WEB FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074VLL	IBM COGNOS SERIES 7 POWERPLAY WEB LIMITED USE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074WLL	IBM COGNOS SERIES 7 POWERPLAY WEB LIMITED USE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074XLL	IBM COGNOS SERIES 7 POWERPLAY TRANSFORMER INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074YLL	IBM COGNOS SERIES 7 POWERPLAY TRANSFORMER INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D074ZLL	IBM COGNOS VISUALIZER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0750LL	IBM COGNOS VISUALIZER AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0753LL	IBM COGNOS VISUALIZER WEB LIMITED USE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0754LL	IBM COGNOS VISUALIZER WEB LIMITED USE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0755LL	IBM COGNOS VISUALIZER FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0756LL	IBM COGNOS VISUALIZER FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0757LL	IBM COGNOS VISUALIZER WEB AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0758LL	IBM COGNOS VISUALIZER WEB AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0759LL	COGNOS TM1 CONNECTOR FOR SAP BW INSTANCE LIC + SW S&S 12 MO	IBM Cognos	Software ValueNet			\$0.00
D075RLL	COGNOS TM1 CONNECTOR FOR SAP BW INSTANCE SW S&S REINSTATE 12 MO	IBM Cognos	Software ValueNet			\$0.00
D075ULL	IBM COGNOS TM1 MID MARKET STARTER EDITION LIMITED USE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D075VLL	IBM COGNOS TM1 MID MARKET STARTER EDITION LIMITED USE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D075WLL	IBM COGNOS TM1 MID MARKET STARTER EDITION FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D075XLL	IBM COGNOS TM1 MID MARKET STARTER EDITION FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D075YLL	IBM COGNOS 8 ENTERPRISE PLANNING TM1 MODELER AUTHORIZED USER TRADE UP FROM TIER 1 TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0760LL	IBM COGNOS 8 ENTERPRISE PLANNING TM1 MODELER AUTHORIZED USER TRADE UP FROM TIER 2 TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0762LL	IBM COGNOS 8 ENTERPRISE PLANNING TM1 MODELER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00

		Appendix H - Cost Matrix				
D0AVGLL	IBM COGNOS EXPRESS REPORTER USER PER AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVHLL	IBM COGNOS EXPRESS MANAGER CONNECTOR FOR XCELERATOR INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVILL	IBM COGNOS EXPRESS MANAGER CONNECTOR FOR XCELERATOR INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVJLL	IBM COGNOS EXPRESS MANAGER CONNECTOR FOR ADVISOR INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVKLL	IBM COGNOS EXPRESS MANAGER CONNECTOR FOR ADVISOR INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVMLL	IBM COGNOS EXPRESS ADMINISTRATOR AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVNLL	IBM COGNOS EXPRESS ADMINISTRATOR AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVPLL	IBM COGNOS EXPRESS XCELERATOR USER PER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVQLL	IBM COGNOS EXPRESS XCELERATOR USER PER AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVSLL	IBM COGNOS EXPRESS ADVISOR USER PER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0AVTLL	IBM COGNOS EXPRESS ADVISOR USER PER AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B10LL	IBM COGNOS WORKFORCE PERFORMANCE INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B11LL	IBM COGNOS WORKFORCE PERFORMANCE INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2ELL	IBM COGNOS WORKFORCE PERFORMANCE TALENT ANALYTICS INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2FLL	IBM COGNOS WORKFORCE PERFORMANCE TALENT ANALYTICS INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2GLL	IBM COGNOS BANKING PERFORMANCE CREDIT RISK INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2HLL	IBM COGNOS BANKING PERFORMANCE CREDIT RISK INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2ILL	IBM COGNOS FINANCIAL PERFORMANCE ACCOUNTS PAYABLE ANALYTICS INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2JLL	IBM COGNOS FINANCIAL PERFORMANCE ACCOUNTS PAYABLE ANALYTICS INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2KLL	IBM COGNOS FINANCIAL PERFORMANCE ACCOUNTS RECEIVABLE ANALYTICS INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2LLL	IBM COGNOS FINANCIAL PERFORMANCE ACCOUNTS RECEIVABLE ANALYTICS INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2PLL	IBM COGNOS FINANCIAL PERFORMANCE GENERAL LEDGER ANALYTICS INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2QLL	IBM COGNOS FINANCIAL PERFORMANCE GENERAL LEDGER ANALYTICS INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2TLL	IBM COGNOS CUSTOMER PERFORMANCE SALES ANALYTICS INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2ULL	IBM COGNOS CUSTOMER PERFORMANCE SALES ANALYTICS INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2VLL	IBM COGNOS SUPPLY CHAIN PERFORMANCE PROCUREMENT ANALYTICS INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B2WLL	IBM COGNOS SUPPLY CHAIN PERFORMANCE PROCUREMENT ANALYTICS INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B4QLL	IBM COGNOS 8 LOCALIZATION DEVELOPMENT KIT AUTHORIZED USER FOR LINUX ON SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B4RLL	IBM COGNOS 8 LOCALIZATION DEVELOPMENT KIT AUTHORIZED USER FOR LINUX ON SYSTEM Z SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B4YLL	IBM COGNOS 8 BUSINESS INTELLIGENCE SOFTWARE DEVELOPMENT KIT AUTHORIZED USER FOR LINUX ON SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B4ZLL	IBM COGNOS 8 BUSINESS INTELLIGENCE SOFTWARE DEVELOPMENT KIT AUTHORIZED USER FOR LINUX ON SYSTEM Z SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B5CLL	IBM COGNOS 8 BUSINESS INTELLIGENCE NON-PRODUCTION PVU FOR LINUX ON SYSTEM Z LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B5DLL	IBM COGNOS 8 BUSINESS INTELLIGENCE NON - PRODUCTION PVU FOR LINUX ON SYSTEM Z SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B8TLL	IBM COGNOS EXPRESS XCELERATOR USER PER AUTHORIZED USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B8ULL	IBM COGNOS EXPRESS REPORTER USER PER AUTHORIZED USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B8VLL	IBM COGNOS EXPRESS ADVISOR USER PER AUTHORIZED USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B8CLL	IBM COGNOS EXPRESS ADMINISTRATOR PER AUTHORIZED USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B9DLL	IBM COGNOS EXPRESS ADMINISTRATOR PER AUTHORIZED USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0B9ELL	IBM COGNOS EXPRESS MANAGER CONNECTOR FOR XCELERATOR INSTALL TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Cognos	Software ValueNet			\$0.00
D0C10LL	IBM COGNOS ENT PLANNING TM1 EXPLORER AUTH USER LIC + SW S&S 12 MO	IBM Cognos	Software ValueNet			\$0.00
D0C11LL	IBM COGNOS ENT PLANNING TM1 EXPLORER AUTH USER SW S&S REINSTATE 12 MO	IBM Cognos	Software ValueNet			\$0.00
D0C12LL	IBM COGNOS ANALYTIC SERVER PROCESSOR VALUE UNIT LIC + SW S&S 12 MO	IBM Cognos	Software ValueNet			\$0.00
D0C13LL	IBM COGNOS ANALYTIC SERVER PROCESSOR VALUE UNIT SW S&S REINSTATE 12 MO	IBM Cognos	Software ValueNet			\$0.00
D0CBXLL	IBM COGNOS ANALYTIC SERVER PVU FROM TIER 1 TRDUP LIC + SW S&S 12 MO	IBM Cognos	Software ValueNet			\$0.00
E060KLL	IBM COGNOS 8 BUSINESS INTELLIGENCE FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E060LLL	IBM COGNOS 8 BUSINESS INTELLIGENCE FOR LINUX ON SYSTEM Z ADD-ON AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E060MLL	IBM COGNOS 8 BUSINESS INTELLIGENCE FOR LINUX ON SYSTEM Z ADD-ON LIMITED USE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00

		Appendix H - Cost Matrix				
E063NLL	IBM COGNOS QUERY LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063PLL	IBM COGNOS IMPROMPTU ADMINISTRATOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063QLL	IBM COGNOS IMPROMPTU USER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063RLL	IBM COGNOS IMPROMPTU WEB REPORTS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063SLL	IBM COGNOS IMPROMPTU WEB REPORTS LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063TLL	IBM COGNOS IMPROMPTU WEB REPORTS FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063ULL	IBM COGNOS SERIES 7 POWERPLAY AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063VLL	IBM COGNOS SERIES 7 POWERPLAY WEB AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063WLL	IBM COGNOS SERIES 7 POWERPLAY WEB FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063XLL	IBM COGNOS SERIES 7 POWERPLAY WEB LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063YLL	IBM COGNOS SERIES 7 POWERPLAY TRANSFORMER INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E063ZLL	IBM COGNOS VISUALIZER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0641LL	IBM COGNOS VISUALIZER WEB LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0642LL	IBM COGNOS VISUALIZER FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0643LL	IBM COGNOS VISUALIZER WEB AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064CLL	COGNOS TM1 CONNECTOR FOR SAP BW INSTANCE ANNUAL SW S&S RNWL	IBM Cognos	Software ValueNet			\$0.00
E064ELL	IBM COGNOS TM1 MID MARKET STARTER EDITION LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064FLL	IBM COGNOS TM1 MID MARKET STARTER EDITION FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064GLL	IBM COGNOS 8 ENTERPRISE PLANNING TM1 MODELER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064HLL	IBM COGNOS TM1 MIDMARKET STARTER EDITION ADMINISTRATOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064ILL	IBM COGNOS 8 ENTERPRISE PLANNING TM1 CONTRIBUTOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064JLL	IBM COGNOS TM1 MIDMARKET STARTER EDITION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064KLL	IBM COGNOS 8 ENTERPRISE PLANNING TM1 CONTRIBUTOR FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064LLL	IBM COGNOS 8 ENTERPRISE PLANNING TM1 CONTRIBUTOR LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064MLL	IBM COGNOS NOTICECAST WEB AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064NLL	IBM COGNOS NOTICECAST WEB FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064PLL	IBM COGNOS NOTICECAST WEB LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064QLL	IBM COGNOS 8 PLANNING MODELER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064RLL	IBM COGNOS 8 PLANNING CONTRIBUTOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064SLL	IBM COGNOS 8 PLANNING ADD-IN FOR MICROSOFT EXCEL AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064TLL	IBM COGNOS 8 PLANNING FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064ULL	IBM COGNOS 8 PLANNING MANAGER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064VLL	IBM COGNOS 8 ENTERPRISE PLANNING MODELER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064WLL	IBM COGNOS 8 ENTERPRISE PLANNING CONTRIBUTOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064XLL	IBM COGNOS 8 ENTERPRISE PLANNING CONTRIBUTOR FOR NON-PRODUCTION ENVIRONMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E064YLL	IBM COGNOS 8 ENTERPRISE PLANNING CONTRIBUTOR LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0650LL	IBM COGNOS NOW! CN-3500S-A INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0651LL	IBM COGNOS NOW! CN-3500S-A FOR NON-PRODUCTION ENVIRONMENT INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0652LL	IBM COGNOS NOW! CN-3500S-B INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0653LL	IBM COGNOS NOW! CN-3500S-B FOR NON-PRODUCTION ENVIRONMENT INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0654LL	IBM COGNOS NOW! CN-3500S-C INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0655LL	IBM COGNOS NOW! CN-3500S-C INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0656LL	IBM COGNOS NOW! CN-5500S INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0657LL	IBM COGNOS NOW! CN-5500S FOR NON-PRODUCTION ENVIRONMENT INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E0658LL	IBM COGNOS NOW! CN-7500S INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00

		Appendix H - Cost Matrix				
E06UGLL	IBM COGNOS 8 BUSINESS INTELLIGENCE POWERPLAY ADMINISTRATOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E06UHLL	IBM COGNOS 8 BUSINESS INTELLIGENCE POWERPLAY ANALYST LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E06UJLL	IBM COGNOS 8 BUSINESS INTELLIGENCE POWERPLAY AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E06UJLL	IBM COGNOS 8 BUSINESS INTELLIGENCE POWERPLAY LIMITED USE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E06V9LL	IBM COGNOS TM1 MID MARKET STARTER EDITION AUTHORIZED 10 AUTHORIZED USERS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07MWLL	IBM INFOSPHERE BUSINESS GLOSSARY FOR COGNOS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07MXLL	IBM INFOSPHERE BUSINESS GLOSSARY FOR COGNOS FOR NON PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07MYLL	IBM BUSINESS GLOSSARY FOR COGNOS FOR NON PRODUCTION ENVIRONMENTS LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07MZLL	IBM BUSINESS GLOSSARY FOR COGNOS LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07N0LL	IBM INFOSPHERE BUSINESS GLOSSARY FOR COGNOS AUTHORIZED USER SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07N1LL	IBM INFOSPHERE BUSINESS GLOSSARY FOR COGNOS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07PKLL	IBM COGNOS EXPRESS MANAGER CONNECTOR FOR REPORTER INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07PLLL	IBM COGNOS EXPRESS REPORTER USER PER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07PMLL	IBM COGNOS EXPRESS MANAGER CONNECTOR FOR XCELERATOR INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07PNLL	IBM COGNOS EXPRESS MANAGER CONNECTOR FOR ADVISOR PER INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07PQLL	IBM COGNOS EXPRESS ADMINISTRATOR AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07PRLl	IBM COGNOS EXPRESS XCELERATOR USER PER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07PTLL	IBM COGNOS EXPRESS ADVISOR USER PER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07RQLL	IBM COGNOS WORKFORCE PERFORMANCE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07SDLL	IBM COGNOS WORKFORCE PERFORMANCE TALENT ANALYTICS INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07SELL	IBM COGNOS BANKING PERFORMANCE CREDIT RISK INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07SFLl	IBM COGNOS FINANCIAL PERFORMANCE ACCOUNTS PAYABLE ANALYTICS INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07SGLL	IBM COGNOS FINANCIAL PERFORMANCE ACCOUNTS RECEIVABLE ANALYTICS INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07SILL	IBM COGNOS FINANCIAL PERFORMANCE GENERAL LEDGER ANALYTICS INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07SKLL	IBM COGNOS CUSTOMER PERFORMANCE SALES ANALYTICS INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07SLLL	IBM COGNOS SUPPLY CHAIN PERFORMANCE PROCUREMENT ANALYTICS INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07TJLL	IBM COGNOS 8 LOCALIZATION DEVELOPMENT KIT AUTHORIZED USER FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07TNLL	IBM COGNOS 8 BUSINESS INTELLIGENCE SOFTWARE DEVELOPMENT KIT AUTHORIZED USER FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E07TVLL	IBM COGNOS 8 BUSINESS INTELLIGENCE NON- PRODUCTION PVU FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Cognos	Software ValueNet			\$0.00
E08BBLl	IBM COGNOS ENT PLANNING TM1 EXPLORER AUTH USER ANNUAL SW S&S RNWL	IBM Cognos	Software ValueNet			\$0.00
E08BCLL	IBM COGNOS ANALYTIC SERVER PROCESSOR VALUE UNIT ANNUAL SW S&S RNWL	IBM Cognos	Software ValueNet			\$0.00
B5000EN	IBM COGNOS 8 DATA MANAGER VERSION 8.3 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5001EN	IBM COGNOS 8 DATA MANAGER VERSION 8.4 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5002EN	IBM COGNOS WEB SERVICES VERSION 7.4.3 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5014EN	IBM COGNOS VISUALIZER VERSION 7.4.3 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5015EN	IBM COGNOS VISUALIZER WEB VERSION 7.4.3 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501REN	IBM COGNOS WEB SERVICES VERSION 7.4.4 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501SEN	IBM COGNOS NOTICECAST VERSION 7.4.4 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5020EN	IBM COGNOS VISUALIZER VERSION 7.4.4 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5021EN	IBM COGNOS VISUALIZER WEB VERSION 7.4.4 FOR MULTIPLATFORMS ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B502AEN	IBM COGNOS TM1 CON SAP 9.5.0 ENGLISH MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5002ML	IBM COGNOS 8 BUSINESS INTELLIGENCE V8.3 FOR MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5003ML	IBM COGNOS 8 BUSINESS INTELLIGENCE V8.4 FOR MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5004ML	IBM COGNOS 8 BUSINESS INTELLIGENCE FOR LINUX ON SYSTEM Z ADD-ON VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5005ML	IBM COGNOS 8 BUSINESS INTELLIGENCE FOR LINUX ON SYSTEM Z ADD-ON VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5006ML	IBM COGNOS 8 BUSINESS INTELLIGENCE SOFTWARE DEVELOPMENT KIT VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5007ML	IBM COGNOS 8 BUSINESS INTELLIGENCE SOFTWARE DEVELOPMENT KIT VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00

		Appendix H - Cost Matrix Lot 2 - IBM Cognos				
B5008ML	IBM COGNOS 8 BUSINESS INTELLIGENCE SPECIAL EDITION VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5009ML	IBM COGNOS 8 BUSINESS INTELLIGENCE SPECIAL EDITION VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500AML	IBM COGNOS 8 LOCALIZATION DEVELOPMENT KIT VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500BML	IBM COGNOS 8 LOCALIZATION DEVELOPMENT KIT VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500CML	IBM COGNOS 8 BUSINESS INTELLIGENCE ANALYSIS FOR MICROSOFT EXCEL VERSION 8.3 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500DML	IBM COGNOS 8 BUSINESS INTELLIGENCE ANALYSIS FOR MICROSOFT EXCEL VERSION 8.4 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500EML	IBM COGNOS CONTROLLER VERSION 8.3 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500FML	IBM COGNOS CONTROLLER VERSION 8.4 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500GML	IBM COGNOS 8 PLANNING VERSION 8.3 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500HML	IBM COGNOS 8 PLANNING VERSION 8.4 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500JML	IBM COGNOS 8 GO! MOBILE VERSION 8.3.1 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500KML	IBM COGNOS 8 GO! MOBILE VERSION 8.4.0 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500LML	IBM COGNOS SERIES 7 POWERPLAY VERSION 7.4.3 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500MML	IBM COGNOS SERIES 7 POWERPLAY WEB VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500NML	IBM COGNOS SERIES 7 POWERPLAY TRANSFORMER VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500PML	IBM COGNOS QUERY VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500QML	IBM COGNOS IMPROMPTU USER VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500RML	IBM COGNOS IMPROMPTU ADMINISTRATOR VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500SML	IBM COGNOS IMPROMPTU WEB REPORTS VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500TML	IBM COGNOS 8 BUSINESS INTELLIGENCE POWERPLAY ADMINISTRATOR VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500UML	IBM COGNOS 8 BUSINESS INTELLIGENCE POWERPLAY CLIENT VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500VML	IBM COGNOS 8 BUSINESS INTELLIGENCE POWERPLAY SERVER VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500WML	IBM COGNOS NOW! VERSION 4.6 FOR WINDOWS XP PROFESSIONAL MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500XML	IBM COGNOS 8 BUSINESS VIEWPOINT VERSION 8.4.1 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500YML	IBM COGNOS 8 REPORT PACK FOR MYSAP - FICO VERSION 2.1 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500ZML	IBM COGNOS 8 REPORT PACK FOR SIEBEL VERSION 2.1 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5010ML	IBM COGNOS 8 ENHANCED ENCRYPTION FOR ENTRUST VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5011ML	IBM COGNOS 8 ENHANCED ENCRYPTION FOR OPENSSL VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5012ML	IBM COGNOS 8 BUSINESS INTELLIGENCE MOBILE ANALYSIS VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5013ML	IBM COGNOS 8 ENHANCED ENCRYPTION FOR OPENSSL VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5016ML	IBM COGNOS 8 BUSINESS INTELLIGENCE REPORTING VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5017ML	IBM COGNOS NOTICECAST VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5018ML	IBM COGNOS 8 METRICS VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5019ML	IBM COGNOS 8 BUSINESS INTELLIGENCE ANALYSIS VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501AML	IBM COGNOS 8 BUSINESS INTELLIGENCE MID-MARKET REPORTING VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501BML	IBM COGNOS 8 BUSINESS INTELLIGENCE ANALYSIS VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501CML	IBM COGNOS 8 BUSINESS INTELLIGENCE REPORTING VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501DML	IBM COGNOS 8 BUSINESS INTELLIGENCE MID-MARKET REPORTING VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00

		Appendix H - Cost Matrix				
B501EML	IBM COGNOS 8 METRICS VERSION 8.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501GML	IBM COGNOS TM1 VERSION 9.4.1 FOR MULTIPLATFORM MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501HML	IBM COGNOS 8 WORKFORCE PERFORMANCE FOR SAP VERSION 8.4.0 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501IML	IBM COGNOS 8 WORKFORCE PERFORMANCE FOR PEOPLESFT VERSION 8.4.0 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501JML	IBM COGNOS 8 WORKFORCE PERFORMANCE FOR ORACLE E-BUSINESS SUITE VERSION 8.4.0 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501KML	IBM COGNOS 8 FINANCIAL PERFORMANCE JDE VERSION 8.4.0 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501LML	IBM COGNOS 8 FINANCIAL PERFORMANCE ORACLE VERSION 8.4.0 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501MML	IBM COGNOS 8 BANKING PERFORMANCE CREDIT-RISK VERSION 8.4.0 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501NML	IBM COGNOS PLANNING VERSION 8.1.1 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501PML	IBM COGNOS TM1 EXECUTIVE VIEWER VERSION 9.4.1 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501QML	IBM COGNOS EXPRESS VERSION 9.0.0 FOR MULTIPLATFORMS MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501TML	IBM COGNOS QUERY VERSION 7.4.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501UML	IBM COGNOS IMPROMPTU ADMINISTRATOR VERSION 7.4.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501VML	IBM COGNOS IMPROMPTU USER VERSION 7.4.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501WML	IBM COGNOS IMPROMPTU WEB REPORTS VERSION 7.4.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501XML	IBM COGNOS SERIES 7 POWERPLAY VERSION 7.4.4 FOR WINDOWS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501YML	IBM COGNOS SERIES 7 POWERPLAY WEB VERSION 7.4.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B501ZML	IBM COGNOS SERIES 7 POWERPLAY TRANSFORMER VERSION 7.4.4 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5022ML	IBM COGNOS ANALYTIC APPLICATION WORKBENCH VERSION 8.4.1 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5023ML	IBM COGNOS 8 FINANCIAL PERFORMANCE V8.4.1 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5024ML	IBM COGNOS 8 CUSTOMER PERFORMANCE SALES ANALYTICS V8.4.1 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5025ML	IBM COGNOS 8 SUPPLY CHAIN PERFORMANCE PROCUREMENT ANALYTICS 8.4.1 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5026ML	IBM COGNOS 8 WORKFORCE PERFORMANCE V8.4.1 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5027ML	IBM COGNOS 8 WORKFORCE PERFORMANCE TALENT ANALYTICS V8.4.1 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5028ML	IBM COGNOS TMT 9.5.0 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
BY049ML	INFOSPHERE BUSINESS GLOSSARY FOR COGNOS 8.1.1 LUW MULTILINGUAL	IBM Cognos	Software ValueNet			\$0.00

Part Num	Description	Reseller Authorization	Reseller Authorization Terms	Resellers Cost	Reseller Percentage Mark-up	COPA Final Cost Per Each
D0459LL	IBM FILENET APPLICATION CONNECTOR FOR SAP-J2EE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Lot 3 - IBM FileNet Software ValueNet			\$0.00
D045ALL	IBM FILENET APPLICATION CONNECTOR FOR SAP-J2EE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D045BL	IBM FILENET APP CONN FOR SAP EP/KM NON-PROD PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D045CL	IBM FILENET APP CONN FOR SAP EP/KM NON-PROD PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D045DL	IBM FILENET APP CONN FOR SAP EP/KM PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D045EL	IBM FILENET APP CONN FOR SAP EP/KM PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D045JLL	IBM FILENET APPLICATION CONNECTOR FOR SAP R/3-J2EE EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D045KLL	IBM FILENET APPLICATION CONNECTOR FOR SAP R/3-J2EE EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D045NLL	IBM FILENET APPLICATION CONNECTOR FOR SAP R/3-J2EE EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D045PLL	IBM FILENET APPLICATION CONNECTOR FOR SAP R/3-J2EE EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0473LL	IBM FILENET BUSINESS PROCESS MANAGER EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0474LL	IBM FILENET BUSINESS PROCESS MANAGER EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0475LL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0476LL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0479LL	IBM FILENET BUSINESS PROCESS MANAGER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D047ALL	IBM FILENET BUSINESS PROCESS MANAGER AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D047HLL	IBM FILENET BUSINESS PROCESS MANAGER EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D047ILL	IBM FILENET BUSINESS PROCESS MANAGER EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D047WLL	IBM FILENET COMPLIANCE FRAMEWORK EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D047XLL	IBM FILENET COMPLIANCE FRAMEWORK EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D047YLL	IBM FILENET COMPLIANCE FRAMEWORK EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D047ZLL	IBM FILENET COMPLIANCE FRAMEWORK EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0482LL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0483LL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0485LL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0486LL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0488LL	IBM FILENET CAPTURE PROFESSIONAL - PERSONAL EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0489LL	IBM FILENET CAPTURE PROFESSIONAL - PERSONAL EDITION CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048CCL	IBM FILENET CAPTURE DESKTOP - LOW VOLUME EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 3 - IBM FileNet			
D048DLL	IBM FILENET CAPTURE DESKTOP - LOW VOLUME EDITION CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048ELL	IBM FILENET CAPTURE DESKTOP - MEDIUM VOLUME EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048FLL	IBM FILENET CAPTURE DESKTOP - MEDIUM VOLUME EDITION CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048GLL	IBM FILENET CAPTURE DESKTOP - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048HLL	IBM FILENET CAPTURE DESKTOP - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048KLL	IBM FILENET CAPTURE DESKTOP - PERSONAL EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048NLL	IBM FILENET CAPTURE DESKTOP - PERSONAL EDITION CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048PLL	IBM FILENET CAPTURE PROFESSIONAL - LOW VOLUME EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048QLL	IBM FILENET CAPTURE PROFESSIONAL - INBOUND LINK CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048RLL	IBM FILENET CAPTURE PROFESSIONAL - LOW VOLUME EDITION CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048SLL	IBM FILENET CAPTURE PROFESSIONAL - INBOUND LINK CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048TLL	IBM FILENET CAPTURE PROFESSIONAL - HIGH VOLUME EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048ULL	IBM FILENET CAPTURE PROFESSIONAL - HIGH VOLUME EDITION CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048VLL	IBM FILENET CAPTURE PROFESSIONAL - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048WLL	IBM FILENET CAPTURE PROFESSIONAL - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048XLL	IBM FILENET CAPTURE PROFESSIONAL-FILE IMPORT CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D048YLL	IBM FILENET CAPTURE PROFESSIONAL-FILE IMPORT CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0497LL	IBM FILENET CAPTURE ADR-BANK VERIFICATION PPM RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D0498LL	IBM FILENET CAPTURE ADR-BANK VERIFICATION PPM RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
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D049BLL	IBM FILENET CAPTURE ADR-POSTAL VALIDATION PPM RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049CLL	IBM FILENET CAPTURE ADR-NON-PROD INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049DLL	IBM FILENET CAPTURE ADR-NON-PROD INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049FLL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-COMPLETION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049GLL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-COMPLETION AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049HLL	IBM FILENET CAPTURE ADR-FREE FORM PPM RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049ILL	IBM FILENET CAPTURE ADR-FREE FORM PPM RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049JLL	IBM FILENET CAPTURE ADR-FIXED FORM PPM RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049KLL	IBM FILENET CAPTURE ADR-FIXED FORM PPM RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049LLL	IBM FILENET CAPTURE-ADVANCED DOC PROCESSING CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D049MLL	IBM FILENET CAPTURE-ADVANCED DOC PROCESSING CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 3 - IBM FileNet				
D049NLL	IBM FILENET CAPTURE ADR-FIXED & FREE FORM PPM RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049PLL	IBM FILENET CAPTURE ADR-FIXED & FREE FORM PPM RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049QLL	IBM FILENET CAPTURE DESKTOP - FILE IMPORT CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049RLL	IBM FILENET CAPTURE DESKTOP - FILE IMPORT CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049SLL	IBM FILENET CAPTURE ADR-STATISTICS & REPORTING PPM RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049TLL	IBM FILENET CAPTURE ADR-STATISTICS & REPORTING PPM RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049ULL	IBM FILENET CAPTURE ADR-CLASSIFICATION & SEPARATION PPM RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049VLL	IBM FILENET CAPTURE ADR-CLASSIFICATION & SEPARATION PPM RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049WLL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-CORRECTION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049XLL	IBM FILENET CAPTURE PROFESSIONAL - MEDIUM VOLUME EDITION CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049YLL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-CORRECTION AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D049ZLL	IBM FILENET CAPTURE PROFESSIONAL - MEDIUM VOLUME EDITION CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04A0LL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-VERIFICATION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
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D04A3LL	IBM FILENET COMPLIANCE FRAMEWORK AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04A4LL	IBM FILENET CAPTURE TOOLKIT CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04A5LL	IBM FILENET CAPTURE TOOLKIT CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04A8LL	IBM FILENET CAPTURE OCR-TO-PDF CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04A9LL	IBM FILENET CAPTURE OCR-TO-PDF CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
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D04AKLL	IBM FILENET CONTENT MANAGER EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
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D04AWLL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04AXLL	IBM FILENET CONTENT SERVICES AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04AYLL	IBM FILENET CONTENT SERVICES AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04AZLL	IBM FILENET CONTENT MANAGER EXTERNAL USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04B0LL	IBM FILENET CONTENT MANAGER EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04B3LL	IBM FILENET CONTENT SERVICES EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00

D04B4LL	IBM FILENET CONTENT SERVICES EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Appendix H - Cost Matrix Lot 3 - IBM FileNet Software ValueNet			\$0.00
D04C4LL	IBM FILENET CONTENT SERVICES EXTERNAL USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04C5LL	IBM FILENET CONTENT SERVICES EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04C6LL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04C7LL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04C8LL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04C9LL	IBM FILENET EFORMS FOR P8 AUTHORIZED FOR P8 USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CALL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CBLL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CCLL	IBM FILENET EFORMS FOR P8 AUTHORIZED FOR P8 USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CDLL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CELL	IBM FILENET ARCHIVE TO IMAGE SERVICES SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CFL	IBM FILENET ARCHIVE TO IMAGE SERVICES SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CGLL	IBM FILENET IMAGE SERVICES EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CHLL	IBM FILENET IMAGE SERVICES EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CILL	IBM FILENET IMAGE SERVICES EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CJLL	IBM FILENET IMAGE SERVICES EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CKLL	IBM FILENET CONNECTOR FOR SHAREPOINT DOCUMENT LIBRARY NON-PRODUCTION SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CLL	IBM FILENET CONNECTOR FOR SHAREPOINT DOCUMENT LIBRARY NON-PRODUCTION SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CMLL	IBM FILENET CONNECTOR FOR SHAREPOINT WEB PARTS AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CNLL	IBM FILENET CONNECTOR FOR SHAREPOINT WEB PARTS AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CPLL	IBM FILENET IMAGE SERVICES COLD NON-PROD INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CQLL	IBM FILENET IMAGE SERVICES COLD NON-PROD INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CRL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION NON-PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CSLL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION NON-PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CTL	IBM FILENET CONNECTOR FOR SHAREPOINT WEB PARTS EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CULL	IBM FILENET CONNECTOR FOR SHAREPOINT WEB PARTS EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CVLL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION NON-PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04CWLL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION NON-PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04D1LL	IBM FILENET CONNECTOR FOR SHAREPOINT DOCUMENT LIBRARY SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04D2LL	IBM FILENET CONNECTOR FOR SHAREPOINT DOCUMENT LIBRARY SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

D04DJLL	IBM FILENET DOCUMENT ARCHIVE RETRIEVAL TRANSPORT SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Appendix H - Cost Matrix Lot 3 - IBM FileNet Software ValueNet			\$0.00
D04DKLL	IBM FILENET DOCUMENT ARCHIVE RETRIEVAL TRANSPORT SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04E2LL	IBM INFOSPHERE ENTERPRISE RECORDS EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04E3LL	IBM INFOSPHERE ENTERPRISE RECORDS EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EALL	IBM FILENET RECORDS CRAWLER EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EBLL	IBM FILENET RECORDS CRAWLER EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04ECLL	IBM FILENET RENDITION ENGINE SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EDLL	IBM FILENET RENDITION ENGINE SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EELL	IBM FILENET RENDITION ENGINE NON-PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EFLL	IBM FILENET RENDITION ENGINE NON-PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EGLL	IBM FILENET REPORT MANAGER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EHLL	IBM FILENET REPORT MANAGER AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EILL	IBM FILENET REPORT MANAGER EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EJLL	IBM FILENET REPORT MANAGER EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EPLL	IBM INFOSPHERE ENTERPRISE RECORDS AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04ERLL	IBM INFOSPHERE ENTERPRISE RECORDS AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EVLL	IBM FILENET REMOTE CAPTURE AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EWLL	IBM FILENET REPORT MANAGER EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EXLL	IBM FILENET REPORT MANAGER EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04EYLL	IBM FILENET REMOTE CAPTURE AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FKLL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT NON-PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FLLL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT NON-PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FMLL	IBM FILENET MID-RANGE IMAGE IMPORT NON- PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FNLL	IBM FILENET MID-RANGE IMAGE IMPORT NON- PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FTLL	IBM FILENET WEBDAV PROVIDER SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FULL	IBM FILENET WEBDAV PROVIDER SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FVLL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FWLL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FXLL	IBM FILENET WEBDAV PROVIDER NON-PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FYLL	IBM FILENET WEBDAV PROVIDER NON-PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04FZLL	IBM FILENET MID-RANGE IMAGE IMPORT SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04G0LL	IBM FILENET MID-RANGE IMAGE IMPORT SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04G1LL	IBM FILENET DOCUMENT ARCHIVE RETRIEVAL TRANSPORT NON-PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04G2LL	IBM FILENET DOCUMENT ARCHIVE RETRIEVAL TRANSPORT NON-PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GBLL	IBM FILENET PRINT FONTS PRINTER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

D04GCLL	IBM FILENET PRINT FONTS PRINTER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Appendix H - Cost Matrix Lot 3 - IBM FileNet Software ValueNet			\$0.00
D04GDLL	IBM FILENET PRINT PRINTER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GELL	IBM FILENET PRINT PRINTER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GKLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GLLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GMLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GNLL	IBM INFOSPHERE ENTERPRISE RECORDS EXTERNAL USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GPLL	IBM INFOSPHERE ENTERPRISE RECORDS EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GQLL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO IBM DR550 RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GRLL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO IBM DR550 RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GSLL	IBM FILENET IMAGE SERVICES CONNECTOR TO SUN 5X20 CAS STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GTLL	IBM FILENET IMAGE SERVICES CONNECTOR TO SUN 5X20 CAS STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GULL	IBM FILENET P8 CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GVLL	IBM FILENET P8 CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GWLL	IBM FILENET IMAGE SERVICES CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GXLL	IBM FILENET IMAGE SERVICES CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GYLL	IBM FILENET P8 CONNECTOR TO DR550 STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04GZLL	IBM FILENET P8 CONNECTOR TO DR550 STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HOLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON EXTERNAL USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04H1LL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04H2LL	IBM FILENET IMAGE SERVICES CONNECTOR TO DR550 STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04H3LL	IBM FILENET IMAGE SERVICES CONNECTOR TO DR550 STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04H4LL	IBM FILENET IMAGE SERVICES CONNECTOR TO MAGNETIC STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04H5LL	IBM FILENET IMAGE SERVICES CONNECTOR TO MAGNETIC STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04H6LL	IBM FILENET IMAGE SERVICES CONNECTOR TO SNAPLOCK STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04H7LL	IBM FILENET IMAGE SERVICES CONNECTOR TO SNAPLOCK STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04H8LL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO CENTRA RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 3 - IBM FileNet			
D04H9LL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO CENTRA RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HALL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO SNAPLOCK RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HBL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO SNAPLOCK RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HCLL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO SUN 5X20 CAS RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HDL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO SUN 5X20 CAS RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HGL	IBM FILENET EFORMS FOR P8 EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HLL	IBM FILENET EFORMS FOR P8 EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HILL	IBM FILENET EFORMS FOR P8 EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HJLL	IBM FILENET EFORMS FOR P8 EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HMLL	IBM FILENET EFORMS DESIGNER CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HNL	IBM FILENET EFORMS FOR P8 AUTHORIZED FOR P8 CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HPLL	IBM FILENET EFORMS DESKTOP CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HQLL	IBM FILENET EFORMS DESKTOP CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HRL	IBM FILENET EMAIL MANAGER EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04HSL	IBM FILENET EMAIL MANAGER EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04I3LL	IBM FILENET IMAGE SERVICES AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04I4LL	IBM FILENET IMAGE SERVICES AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04I9LL	IBM FILENET EPROCESS SERVICES AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04IALL	IBM FILENET EPROCESS SERVICES AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04IFLL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO HCAP RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04IGLL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO HCAP RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04IILL	IBM FILENET EPROCESS SERVICES TOOLKIT CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04IILL	IBM FILENET EPROCESS SERVICES TOOLKIT CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04INLL	IBM FILENET CAPTURE ADR-DOCUMENT REVIEW AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04IPLL	IBM FILENET CAPTURE ADR-DOCUMENT REVIEW AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JALL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JBLL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04ICLL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JDLL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JELL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JFLL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

D04JGLL	IBM FILENET IMAGE SERVICES-COLD INSTALL LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Appendix H - Cost Matrix Lot 3 - IBM FileNet Software ValueNet			\$0.00
D04JHLL	IBM FILENET IMAGE SERVICES-COLD INSTALL SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JKLL	IBM FILENET IMAGE SERVICES TOOLKIT CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JLLL	IBM FILENET IMAGE SERVICES TOOLKIT CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JMLL	IBM FILENET EPROCESS SERVICES EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JNLL	IBM FILENET EPROCESS SERVICES EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JPLL	IBM FILENET FAX SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JQLL	IBM FILENET FAX SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JRLL	IBM FILENET EPROCESS SERVICES EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JSLL	IBM FILENET EPROCESS SERVICES EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JVLL	IBM FILENET SYSTEM MONITOR EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04JWLL	IBM FILENET SYSTEM MONITOR EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04K1LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION EXT USER USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04K2LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04K3LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04K4LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04K7LL	IBM FILENET FAX PORT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04K8LL	IBM FILENET FAX PORT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04KDLL	IBM FILENET SYSTEM MONITOR NON-CORE NON-PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04KELL	IBM FILENET SYSTEM MONITOR NON-CORE NON-PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04KHLL	IBM FILENET SYSTEM MONITOR CORE SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04KILL	IBM FILENET SYSTEM MONITOR CORE SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04KJLL	IBM FILENET IMAGE MANAGER ACTIVE EDITION AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04KLLL	IBM FILENET IMAGE MANAGER ACTIVE EDITION AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04NPLL	IBM FILENET IS CONN TO NON FILENET OPTICAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04NQLL	IBM FILENET IS CONN TO NON FILENET OPTICAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04NVLL	IBM FILENET SYSTEM MONITOR NON CORE SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04NWLL	IBM FILENET SYSTEM MONITOR NON CORE SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04NXLL	IBM FILENET SYSTEM MONITOR CORE NON-PROD SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04NYLL	IBM FILENET SYSTEM MONITOR CORE NON-PROD SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04PRLl	IBM FILENET P8 CONNECTOR TO SNAPLOCK STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D04PSLL	IBM FILENET P8 CONNECTOR TO SNAPLOCK STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D05SULL	IBM FILENET ACTIVE CONTENT EDITION FOR MULTIPLATFORMS USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D05SVLL	IBM FILENET ACTIVE CONTENT EDITION FOR MULTIPLATFORMS USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

D08DCLL	IBM FILENET EMAIL MANAGER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Appendix H - Cost Matrix Lot 3 - IBM FileNet Software ValueNet			\$0.00
D08DOLL	IBM FILENET EMAIL MANAGER AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D08DELL	IBM FILENET EMAIL MANAGER EXTERNAL USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D08DFLL	IBM FILENET EMAIL MANAGER EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D08DKLL	IBM FILENET RECORDS CRAWLER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D08DLLL	IBM FILENET RECORDS CRAWLER AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D08DMLL	IBM FILENET RECORDS CRAWLER EXTERNAL USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D08DNLL	IBM FILENET RECORDS CRAWLER EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TKLL	IBM INFOSPHERE ENTERPRISE RECORDS AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TLLL	IBM INFOSPHERE ENTERPRISE RECORDS AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TMLL	IBM INFOSPHERE ENTERPRISE RECORDS EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TNLL	IBM INFOSPHERE ENTERPRISE RECORDS EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TPLL	IBM INFOSPHERE ENTERPRISE RECORDS EXTERNAL LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TQLL	IBM INFOSPHERE ENTERPRISE RECORDS EXTERNAL LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TVLL	IBM FILENET EFORMS FOR P8 EXT USER LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TWLL	IBM FILENET EFORMS FOR P8 EXT USER LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TXLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TYLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09TZLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09U0LL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09U1LL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON EXTERNAL LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09U2LL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON EXTERNAL LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09U3LL	IBM FILENET EFORMS FOR P8 AUTHORIZED FOR P8 LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09U4LL	IBM FILENET EFORMS FOR P8 AUTHORIZED FOR P8 LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09U8LL	IBM FILENET EFORMS FOR P8 EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09U9LL	IBM FILENET EFORMS FOR P8 EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09V4LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09V5LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09VELL	IBM FILENET IMAGE MGR ACTIVE ED EMPLOYEE LINUX ON SYSTEM Z MACHINE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 3 - IBM FileNet			
D09VFLL	IBM FILENET IMAGE MGR ACTIVE ED EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09VPLL	IBM FILENET IMAGE MGR ACTIVE ED EXT USER LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09VOLL	IBM FILENET IMAGE MGR ACTIVE ED EXT USER LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09VLLL	IBM FILENET IMAGE MGR ACTIVE ED ADD-ON AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09VWLL	IBM FILENET IMAGE MGR ACTIVE ED ADD-ON AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09VXLL	IBM FILENET CONTENT MANAGER EXTERNAL LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09VYLL	IBM FILENET CONTENT MANAGER EXTERNAL LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09VZLL	IBM FILENET IMAGE MGR ACTIVE ED ADD-ON EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W0LL	IBM FILENET IMAGE MGR ACTIVE ED ADD-ON EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W1LL	IBM FILENET BUS PROCESS MANAGER ADD-ON EXT USER LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W2LL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION LINUX ON SYSTEM Z SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W3LL	IBM FILENET CONTENT MANAGER AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W4LL	IBM FILENET CONTENT MANAGER AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W6LL	IBM FILENET BUS PROCESS MANAGER ADD-ON EXT USER LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W7LL	IBM FILENET IMAGE MGR ACTIVE ED ADD-ON EXT USER LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W8LL	IBM FILENET CONTENT MANAGER EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09W9LL	IBM FILENET CONTENT MANAGER EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WALL	IBM FILENET IMAGE MGR ACTIVE ED ADD-ON EXT USER LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WDL	IBM FILENET ISRA VIEW EDITION NON-PROD LINUX ON SYSTEM Z SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WELL	IBM FILENET ISRA VIEW EDITION NON-PROD LINUX ON SYSTEM Z SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WFLL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION LINUX ON SYSTEM Z SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WNLL	IBM FILENET BUSINESS PROCESS MANAGER AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WQLL	IBM FILENET BUSINESS PROCESS MANAGER AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WTL	IBM FILENET BUS PROCESS MANAGER ADD-ON AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WULL	IBM FILENET BUS PROCESS MANAGER ADD-ON EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WVLL	IBM FILENET BUS PROCESS MANAGER ADD-ON EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
D09WWLL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION LINUX ON SYSTEM Z SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00

D09WXL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION LINUX ON SYSTEM Z SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D09WYL	IBM FILENET ISRA PROFESSIONAL EDITION NON-PROD LINUX ON SYSTEM Z SERVER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D09WZL	IBM FILENET BUS PROCESS MANAGER EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D09X0L	IBM FILENET ISRA PROFESSIONAL EDITION NON-PROD LINUX ON SYSTEM Z SERVER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D09X1L	IBM FILENET BUS PROCESS MANAGER EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D09X2L	IBM FILENET BUS PROCESS MANAGER EXT USER LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D09X3L	IBM FILENET BUS PROCESS MANAGER EXT USER USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D09X8L	IBM FILENET BUS PROCESS MANAGER ADD-ON AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D0AR1L	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT FROM FILENET CONTENT MGR STARTER PACK AUTHORIZED UVU TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D0AR4L	IBM FILENET BUSINESS PROCESS MANAGER AUTHORIZED USER VALUE UNIT FROM FILENET BUSINESS PROCESS MANAGER STARTER PACK UVU TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D0AR6L	IBM FILENET BUSINESS PROCESS MANAGER STARTER PACK AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D0AR7L	IBM FILENET BUSINESS PROCESS MANAGER STARTER PACK AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D0AR8L	IBM FILENET CONTENT MANAGER STARTER PACK AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D0AR9L	IBM FILENET CONTENT MANAGER STARTER PACK AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
E04UJL	IBM FILENET VISUAL WORKFLO AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04UJL	IBM FILENET VISUAL WORKFLO CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04UKL	IBM FILENET VISUAL WORKFLO CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04UTL	IBM FILENET VISUAL WORKFLO TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04VUL	IBM FILENET APPLICATION CONNECTOR FOR SAP-J2EE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04VWL	IBM FILENET APP CONN FOR SAP EP/KM NON-PROD PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04VKL	IBM FILENET APP CONN FOR SAP EP/KM PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04W1L	IBM FILENET APPLICATION CONNECTOR FOR SAP R/3-J2EE EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04W3L	IBM FILENET APPLICATION CONNECTOR FOR SAP R/3-J2EE EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04W7L	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT-DEVELOPMENT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04W9L	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04WAL	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT-PROFESSIONAL SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04WDL	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT-WORKGROUP SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04WFLL	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04WJL	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00

E04WKLL	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Appendix H - Cost Matrix Lot 3 - IBM FileNet Software ValueNet				\$0.00
E04WZLL	IBM FILENET CMIM INSURANCE NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04X0LL	IBM FILENET DOCUMENT PUBLISHER SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04X1LL	IBM FILENET DOCUMENT PUBLISHER NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04X2LL	IBM FILENET CMIM INSURANCE INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04X3LL	IBM FILENET CMIM INSURANCE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04X4LL	IBM FILENET CMIM INSURANCE CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XFLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL SERVER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XILL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XJLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XNLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL SERVER CONCURRENT USER (UP TO 1:100) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XPPL	IBM FILENET CMIM ACCOUNTS PAYABLE CONCURRENT USER (UP TO 1:100) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XQLL	IBM FILENET CMIM INSURANCE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XSLL	IBM FILENET CAPTURE MULTI-FUNCTION DEVICE GATEWAY SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XTLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL IDL NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XULL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL IDL SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XVLL	IBM FILENET CMIM ACCOUNTS PAYABLE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XWLL	IBM FILENET CMIM ACCOUNTS PAYABLE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XXLL	IBM FILENET CMIM ACCOUNTS PAYABLE CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XYLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL SERVER CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04Y5LL	IBM FILENET BUSINESS PROCESS MANAGER EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04Y6LL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04Y8LL	IBM FILENET BUSINESS PROCESS MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04Y9LL	IBM FILENET BUSINESS PROCESS MANAGER EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YCLL	IBM FILENET COMPLIANCE FRAMEWORK EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YJLL	IBM FILENET COMPLIANCE FRAMEWORK EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YKLL	IBM FILENET COMPLIANCE FRAMEWORK EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YMLL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YNLL	IBM FILENET BUSINESS PROCESS MANAGER ADD-ON EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YQLL	IBM FILENET CAPTURE PROFESSIONAL - PERSONAL EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YSLL	IBM FILENET CAPTURE DESKTOP - LOW VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YTLL	IBM FILENET CAPTURE DESKTOP - MEDIUM VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YULL	IBM FILENET CAPTURE DESKTOP - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YWLL	IBM FILENET CAPTURE DESKTOP - PERSONAL EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04YYLL	IBM FILENET CAPTURE PROFESSIONAL - LOW VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00

E04YZLL	IBM FILENET CAPTURE PROFESSIONAL- INBOUND LINK CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Appendix H - Cost Matrix Lot 3 - IBM FileNet Software ValueNet			\$0.00
E04Z0LL	IBM FILENET CAPTURE PROFESSIONAL - HIGH VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04Z1LL	IBM FILENET CAPTURE PROFESSIONAL - ADDITIONAL DOCUMENT ENTRY CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04Z2LL	IBM FILENET CAPTURE PROFESSIONAL-FILE IMPORT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04Z7LL	IBM FILENET CAPTURE ADR-BANK VERIFICATION PPM RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04Z8LL	IBM FILENET CAPTURE ADR-POSTAL VALIDATION PPM RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZALL	IBM FILENET CAPTURE ADR NON-PROD INSTALL INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZBLL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-COMPLETION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZCLL	IBM FILENET CAPTURE ADR-FREE FORM PPM RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZDLL	IBM FILENET CAPTURE ADR-FIXED FORM PPM RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZELL	IBM FILENET CAPTURE-ADVANCED DOC PROCESSING CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZFLL	IBM FILENET CAPTURE ADR-FIXED & FREE FORM PPM RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZGLL	IBM FILENET CAPTURE DESKTOP - FILE IMPORT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZHLL	IBM FILENET CAPTURE ADR-STATISTICS & REPORTING PPM RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZILL	IBM FILENET CAPTURE ADR-CLASSIFICATION & SEPARATION PPM RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZJLL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-CORRECTION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZKLL	IBM FILENET CAPTURE PROFESSIONAL - MEDIUM VOLUME EDITION CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZLLL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-VERIFICATION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZMLL	IBM FILENET COMPLIANCE FRAMEWORK AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZMLL	IBM FILENET CAPTURE TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZQLL	IBM FILENET CAPTURE OCR-TO-PDF CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZSLL	IBM FILENET CAPTURE-DOCUMENT PROCESSING CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E04ZWLL	IBM FILENET CONTENT MANAGER EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0501LL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0502LL	IBM FILENET CONTENT SERVICES AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0503LL	IBM FILENET CONTENT MANAGER EXTERNAL USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0505LL	IBM FILENET CONTENT SERVICES EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050ILL	IBM FILENET CONTENT SERVICES EXTERNAL USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050JLL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050KLL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050LLL	IBM FILENET EPORMS FOR P8 AUTHORIZED FOR P8 USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050MLL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00

E050NLL	IBM FILENET ARCHIVE TO IMAGE SERVICES SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Appendix H - Cost Matrix Lot 3 - IBM FileNet Software ValueNet			\$0.00
E050PLL	IBM FILENET IMAGE SERVICES EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050QLL	IBM FILENET IMAGE SERVICES EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050RLL	IBM FILENET CONNECTOR FOR SHAREPOINT DOCUMENT LIBRARY NON-PRODUCTION SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050SLL	IBM FILENET CONNECTOR FOR SHAREPOINT WEB PARTS AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050TLL	IBM FILENET IMAGE SERVICES COLD NON-PROD INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050ULL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050VLL	IBM FILENET CONNECTOR FOR SHAREPOINT WEB PARTS EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050WLL	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E050ZLL	IBM FILENET CONNECTOR FOR SHAREPOINT DOCUMENT LIBRARY SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0518LL	IBM FILENET DOCUMENT ARCHIVE RETRIEVAL TRANSPORT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051HLL	IBM INFOSPHERE ENTERPRISE RECORDS EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051LLL	IBM FILENET RECORDS CRAWLER EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051MLL	IBM FILENET RENDITION ENGINE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051NLL	IBM FILENET RENDITION ENGINE NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051PLL	IBM FILENET REPORT MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051QLL	IBM FILENET REPORT MANAGER EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051TLL	IBM INFOSPHERE ENTERPRISE RECORDS AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051WLL	IBM FILENET REPORT MANAGER EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E051XLL	IBM FILENET REMOTE CAPTURE AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0527LL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0528LL	IBM FILENET MID-RANGE IMAGE IMPORT NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0528LL	IBM FILENET WEBDAV PROVIDER SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052CLL	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052DLL	IBM FILENET WEBDAV PROVIDER NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052ELL	IBM FILENET MID-RANGE IMAGE IMPORT SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052FLL	IBM FILENET DOCUMENT ARCHIVE RETRIEVAL TRANSPORT NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052LLL	IBM FILENET PRINT FONTS PRINTER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052MLL	IBM FILENET PRINT PRINTER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052QLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052RLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052SLL	IBM INFOSPHERE ENTERPRISE RECORDS EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052TLL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO IBM DR550 RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052ULL	IBM FILENET IMAGE SERVICES CONNECTOR TO SUN 5X20 CAS STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 3 - IBM FileNet			
E052VLL	IBM FILENET P8 CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052WLL	IBM FILENET IMAGE SERVICES CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052XLL	IBM FILENET P8 CONNECTOR TO DR550 STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052YLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E052ZLL	IBM FILENET IMAGE SERVICES CONNECTOR TO DR550 STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0530LL	IBM FILENET IMAGE SERVICES CONNECTOR TO MAGNETIC STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0531LL	IBM FILENET IMAGE SERVICES CONNECTOR TO SNAPLOCK STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0532LL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO CENTRA RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0533LL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO SNAPLOCK RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0534LL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO SUN 5X20 CAS RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0537LL	IBM FILENET EFORMS FOR P8 EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0539LL	IBM FILENET EFORMS FOR P8 EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E053CLL	IBM FILENET EFORMS DESIGNER CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E053DLL	IBM FILENET EFORMS DESKTOP CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E053FLL	IBM FILENET EMAIL MANAGER EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E053KLL	IBM FILENET IMAGE SERVICES AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E053NLL	IBM FILENET EPROCESS SERVICES AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E053RLL	IBM FILENET IMAGE SERVICES INTEGRAL SDS CONNECTOR TO HCAP RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E053TLL	IBM FILENET EPROCESS SERVICES TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E053VLL	IBM FILENET CAPTURE ADR-DOCUMENT REVIEW AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0545LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0546LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0547LL	IBM FILENET IMAGE MANAGER ACTIVE EDITION ADD-ON EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0548LL	IBM FILENET IMAGE SERVICES-COLD INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0549LL	IBM FILENET IMAGE SERVICES DATA ARCHIVE SOLUTION SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054ALL	IBM FILENET IMAGE SERVICES TOOLKIT CLIENT DEVICE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054CLL	IBM FILENET EPROCESS SERVICES EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054DLL	IBM FILENET FAX SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054FLL	IBM FILENET IMAGE SERVICES WITH ORACLE RUNTIME USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054FLL	IBM FILENET EPROCESS SERVICES EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054HLL	IBM FILENET SYSTEM MONITOR EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054KLL	IBM FILENET IMAGE MANAGER ACTIVE EDITION EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 3 - IBM FileNet			
E054LLL	IBM FILENET IMAGE MANAGER ACTIVE EDITION EMPLOYEE USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054NLL	IBM FILENET FAX PORT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054RLL	IBM FILENET SYSTEM MONITOR NON-CORE NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054TLL	IBM FILENET SYSTEM MONITOR CORE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E054ULL	IBM FILENET IMAGE MANAGER ACTIVE EDITION AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0563LL	IBM FILENET IS CONN TO NON FILENET OPTICAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0566LL	IBM FILENET SYSTEM MONITOR NON CORE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0567LL	IBM FILENET SYSTEM MONITOR CORE NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0568LL	IBM FILENET SYSTEM MONITOR RENEWAL ONLY AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E0569LL	IBM FILENET SYSTEM MONITOR APP NON PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056ALL	IBM FILENET SYSTEM MONITOR APP SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056BLL	IBM FILENET SYSTEM MONITOR RENEWAL ONLY CONCURRENT USER (UP TO 1:100) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056CLL	IBM FILENET SYSTEM MONITOR PLATFORM NON PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056DLL	IBM FILENET SYSTEM MONITOR RENEWAL ONLY CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056FLL	IBM FILENET SYSTEM MONITOR RENEWAL ONLY SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056GLL	IBM FILENET SYSTEM MONITOR PLATFORM SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056HLL	IBM FILENET SYSTEM MONITOR NON PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056ILL	IBM FILENET SYSTEM MONITOR SERVER BASED NON PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056JLL	IBM FILENET SYSTEM MONITOR SERVER BASED SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E056SLL	IBM FILENET P8 CONNECTOR TO SNAPLOCK STORAGE & RETRIEVAL RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E05M4LL	IBM FILENET ACTIVE CONTENT EDITION FOR MULTIPLATFORMS USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E06KJLL	IBM FILENET EMAIL MANAGER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E06KKLL	IBM FILENET EMAIL MANAGER EXTERNAL USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E06KNLL	IBM FILENET RECORDS CRAWLER AUTHORIZED USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E06KPLL	IBM FILENET RECORDS CRAWLER EXTERNAL USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E079RLL	IBM INFOSPHERE ENTERPRISE RECORDS AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E079SLL	IBM INFOSPHERE ENTERPRISE RECORDS EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E079TLL	IBM INFOSPHERE ENTERPRISE RECORDS EXTERNAL LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E079WLL	IBM DB2 IBM FILENET EFORMS FOR P8 EXT USER LINUX ON SYSTEM Z USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E079XLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON AUTHORIZED LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E079ZLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON EMPLOYEE LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00
E07AOLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD ON EXTERNAL LINUX ON SYSTEM Z USER VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix			
			Lot 3 - IBM FileNet			
44T6839	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-FIXED & FREE FORM FOR MULTIPLATFORMS VERSION 5.1 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6840	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-FIXED FORM FOR MULTIPLATFORMS VERSION 5.1 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6841	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-FREE FORM FOR MULTIPLATFORMS VERSION 5.1 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6848	IBM FILENET DOCUMENT ARCHIVE RETRIEVAL TRANSPORT FOR MULTIPLATFORMS VERSION 1.7 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6849	IBM FILENET DOCUMENT PUBLISHER FOR MULTIPLATFORMS VERSION 7.5 ENGLISH MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6853	IBM FILENET EFORMS FOR MULTIPLATFORMS VERSION 5.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6855	IBM FILENET EMAIL MANAGER FOR MULTIPLATFORMS VERSION 4.0.1 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6858	IBM FILENET FAX FOR MULTIPLATFORMS VERSION 5.1 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6866	IBM FILENET HIGH PERFORMANCE IMAGE IMPORT FOR MULTIPLATFORMS VERSION 3.3 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6876	IBM FILENET PRINT FONTS FOR MULTIPLATFORMS VERSION 4.4 ENGLISH CD ROM MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6877	IBM FILENET PRINT FOR MULTIPLATFORMS VERSION 4.4 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6885	IBM FILENET RECORDS CRAWLER FOR MULTIPLATFORMS VERSION 3.5 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6886	IBM FILENET RECORDS CRAWLER FOR MULTIPLATFORMS VERSION 4.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6891	IBM FILENET REMOTE CAPTURE SERVICES, 1.0 MP EN	IBM FileNet	Software ValueNet			\$0.00
44T6893	IBM FILENET RENDITION ENGINE FOR MULTIPLATFORMS VERSION 4.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6894	IBM FILENET REPORT MANAGER AUTHORIZED FOR MULTIPLATFORMS VERSION 5.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6896	IBM FILENET SYSTEM MONITOR FOR MULTIPLATFORMS VERSION 4.0.0A ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6910	IBM FILENET IMAGE SERVICES DATA ARCHIVE SOLUTION FOR MULTIPLATFORMS VERSION 4.0 ENGLISH CD ROM MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6917	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION FOR MULTIPLATFORMS VERSION 3.3 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6919	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION FOR MULTIPLATFORMS VERSION 3.3 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6921	IBM FILENET IMAGE SERVICES TOOLKIT FOR MULTIPLATFORMS VERSION 4 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6922	IBM FILENET IMAGE SERVICES TOOLKIT FOR MULTIPLATFORMS VERSION 4.1 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6924	IBM FILENET IMAGE SERVICES AUTHORIZED FOR MULTIPLATFORMS VERSION 4.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6925	IBM FILENET IMAGE SERVICES AUTHORIZED FOR MULTIPLATFORMS VERSION 4.1 ENGLISH CD ROM MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6927	IBM FILENET IMAGE SERVICES CONNECTOR TO CENTERA STORAGE & RETRIEVAL FOR MULTIPLATFORMS VERSION 2.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6929	IBM FILENET IMAGE SERVICES CONNECTOR TO DR550 STORAGE & RETRIEVAL FOR MULTIPLATFORMS VERSION 2.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6930	IBM FILENET IMAGE SERVICES CONNECTOR TO SNAPLOCK STORAGE & RETRIEVAL FOR MULTIPLATFORMS VERSION 2.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T6933	IBM FILENET MID-RANGE IMAGE IMPORT FOR MULTIPLATFORMS VERSION 3.3 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T7197	IBM FILENET EFORMS DESKTOP FOR MULTIPLATFORMS VERSION 6 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T7215	IBM FILENET IMAGE SERVICES CONNECTOR TO SUN 5X20 CAS STORAGE & RETRIEVAL FOR MULTIPLATFORMS VERSION 2 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T7222	IBM FILENET DOCUMENT ARCHIVE RETRIEVAL TRANSPORT FOR MULTIPLATFORMS VERSION 1.8 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8754	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER PROFESSIONAL EDITION FOR MULTIPLATFORMS VERSION 3.4 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 3 - IBM FileNet			
44T8756	IBM FILENET IMAGE SERVICES RESOURCE ADAPTER VIEW EDITION FOR MULTIPLATFORMS VERSION 3.4 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8878	IBM FILENET CAPTURE OCR-TO-PDF, 5.2 MP EN	IBM FileNet	Software ValueNet			\$0.00
44T8890	IBM FILENET CAPTURE-DOC PROCESSING, 5.2 MP EN	IBM FileNet	Software ValueNet			\$0.00
44T8891	IBM FILENET CAPTURE-ADVANCED DOC PROCESSING, 5.2 MP EN	IBM FileNet	Software ValueNet			\$0.00
B000NEN	IBM FILENET RENDITION ENGINE V4.5 MULTIPLATFORM ENGLISH MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
B000WEN	IBM DB2 FILENET RENDITION ENGINE VERSION 4.5.1 ENGLISH WINDOWS MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8810	IBM FILENET CMIM ACCOUNTS PAYABLE FOR MULTIPLATFORMS VERSION 2.1 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8811	IBM FILENET CMIM INSURANCE FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8812	IBM FILENET COMPLIANCE FRAMEWORK, 3.5 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8813	IBM FILENET COMPLIANCE FRAMEWORK, 4.0 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8822	IBM FILENET APP CONNECTOR SAP R/3-J2EE, 2.1 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8824	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL SERVER FOR MULTIPLATFORMS VERSION 3.2 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8831	IBM FILENET BUSINESS PROCESS MANAGER FOR MULTIPLATFORMS VERSION 4.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8844	IBM FILENET CONTENT MANAGER AUTHORIZED FOR MULTIPLATFORMS VERSION 4.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8846	IBM FILENET CONTENT SERVICES AUTHORIZED FOR MULTIPLATFORMS VERSION 5.5 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8852	IBM FILENET EFORMS FOR P8 AUTHORIZED FOR P8 FOR MULTIPLATFORMS VERSION 4.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8854	IBM FILENET EMAIL MANAGER FOR MULTIPLATFORMS VERSION 3.7 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8857	IBM FILENET EPROCESS SERVICES TOOLKIT, 5.0 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8859	IBM FILENET EPROCESSES SERVICES, 5.1 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8867	IBM FILENET IMAGE MANAGER ACTIVE EDITION AUTHORIZED FOR MULTIPLATFORMS VERSION 3.5 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8868	IBM FILENET IMAGE MANAGER ACTIVE EDITION AUTHORIZED FOR MULTIPLATFORMS VERSION 4.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8890	IBM FILENET RECORDS MANAGER AUTHORIZED FOR MULTIPLATFORMS VERSION 4.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8904	IBM FILENET WEB SERVICES, 4.0 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8906	IBM FILENET WEBDAV PROVIDER, 4.0 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8923	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT FOR MULTIPLATFORMS VERSION 4.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8926	IBM FILENET IDM FOR MULTIPLATFORMS VERSION 4.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T7052	IBM FILENET IDM FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T7199	IBM FILENET VISUAL WORKFLO	IBM FileNet	Software ValueNet			\$0.00
44T7205	IBM FILENET VISUAL WORKFLO TOOLKIT	IBM FileNet	Software ValueNet			\$0.00
44T7206	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT-PROFESSIONAL FOR MULTIPLATFORMS VERSION 5.5 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T7207	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT-WORKGROUP FOR MULTIPLATFORMS VERSION 5.5 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T7208	IBM FILENET INTEGRATED DOCUMENT MANAGEMENT-DEVELOPMENT FOR MULTIPLATFORMS VERSION 5.5 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8604	IBM FILENET EPROCESS SERVICES TOOLKIT 5.2	IBM FileNet	Software ValueNet			\$0.00
44T8607	IBM FILENET EPROCESS SERVICES 5.2	IBM FileNet	Software ValueNet			\$0.00
44T8875	IBM FILENET CAPTURE DESKTOP -PERSONAL ED, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8876	IBM FILENET CAPTURE DESKTOP-ADDTL DOC ENTRY, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8877	IBM FILENET CAPTURE DESKTOP-FILE IMPORT, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8879	IBM FILENET CAPTURE PRO-ADDTL DOC ENTRY, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00

			Appendix H - Cost Matrix			
44T8881	IBM FILENET CAPTURE PRO-FILE IMPORT, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8882	IBM FILENET CAPTURE PRO-HIGH VOLUME ED, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8885	IBM FILENET CAPTURE PRO-INBOUND LINK, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8886	IBM FILENET CAPTURE PRO-LOW VOLUME ED, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8887	IBM FILENET CAPTURE PRO-MEDIUM VOLUME ED, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8888	IBM FILENET CAPTURE PRO-PERSONAL ED, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8889	IBM FILENET CAPTURE TOOLKIT, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8893	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-FIXED FORM FOR MULTIPLATFORMS VERSION 5.2 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8894	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-FREE FORM FOR MULTIPLATFORMS VERSION 5.2 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8895	IBM FILENET CAPTURE DESKTOP - LOW VOLUME ED, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8896	IBM FILENET CAPTURE DESKTOP - MEDIUM VOLUME ED, 5.2 MP ML	IBM FileNet	Software ValueNet			\$0.00
44T8897	IBM FILENET CAPTURE ADR FOR MULTIPLATFORMS VERSION 5.2 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8898	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-FIXED & FREE FORM FOR MULTIPLATFORMS VERSION 5.2 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
44T8925	IBM FILENET CONNECTOR FOR SHAREPOINT DOCUMENT LIBRARIES 2.2	IBM FileNet	Software ValueNet			\$0.00
44T8926	IBM FILENET CONNECTOR FOR SHAREPOINT WEB PARTS 2.2	IBM FileNet	Software ValueNet			\$0.00
BQ00JML	IBM FILENET RECORDS MANAGER FOR MULTIPLATFORMS VERSION 4.5.0 MULTILINGUAL MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00KML	IBM FILENET ACTIVE CONTENT EDITION 4.0 MULTILINGUAL MULTIPLATFORM MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00LML	IBM FILENET CONTENT MANAGER AUTHORIZED FOR MULTIPLATFORMS VERSION 4.5 MULTILINGUAL DVD 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00MML	IBM FILENET BUSINESS PROCESS MANAGER AUTHORIZED FOR MULTIPLATFORMS VERSION 4.5 MULTILINGUAL DVD 64 BIT ENCRYPTION MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00RML	IBM FILENET IMAGE MANAGER ACTIVE EDITION FOR MULTIPLATFORMS VERSION 4.5 MULTILINGUAL DVD ROM MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00SML	IBM FILENET COMPLIANCE FRAMEWORK VERSION 4.5 FOR MULTIPLATFORM MULTILINGUAL DVD MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00TML	IBM FILENET BUSINESS PROCESS MANAGER VERSION 4.5.1 MULTILINGUAL MULTIPLATFORM MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00UML	IBM FILENET CONTENT MANAGER VERSION 4.5.1 MULTILINGUAL MULTIPLATFORM MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00VML	IBM FILENET IMAGE MANAGER ACTIVE EDITION VERSION 4.5.1 MULTILINGUAL MULTIPLATFORM MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00XML	IBM FILENET COMPLIANCE FRAMEWORK VERSION 4.5.1 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00
BQ00YML	IBM INFOSPHERE ENTERPRISE RECORDS VERSION 4.5.1 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM FileNet	Software ValueNet			\$0.00

EO1B10	IBM INFOSPHERE REPLICATION SERVER DEVELOPER EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1B11	IBM INFOSPHERE REPLICATION SERVER DEVELOPER EDITION AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1B12	IBM INFOSPHERE DATA EVENT PUBLISHER DEVELOPER EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1B13	IBM INFOSPHERE DATA EVENT PUBLISHER DEVELOPER EDITION AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1B14	IBM INFOSPHERE WEBSPPHERE FEDERATION SERVER DEVELOPER EDITION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1B15	IBM INFOSPHERE WEBSPPHERE FEDERATION SERVER DEVELOPER EDITION AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1B16	IBM INFOSPHERE FEDERATION SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1B17	IBM INFOSPHERE FEDERATION SERVER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1G14	IBM RESOURCE APPLICATION FOR INFOSPHERE TRACEABILITY SERVER RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1H14	IBM INFOSPHERE APPLICATION FOR INFOSPHERE TRACEABILITY SERVER RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
EO1T41	IBM INFOSPHERE FEDERATION SERVER PROC DAY HOCOD TEMP USE CHRG	IBM InfoSphere	Software ValueNet		\$0.00
EO1R41	IBM RELATIONSHIP RESOLUTION PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO1R42	IBM RELATIONSHIP RESOLUTION PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO1K41	IBM ANONYMOUS RESOLUTION PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO1K42	IBM ANONYMOUS RESOLUTION PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO1T44	IBM RELATIONSHIP RESOLUTION DSR VU VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO1T45	IBM ANONYMOUS RESOLUTION DSR VU VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO1T46	IBM ENTITY ANALYTIC SOLUTIONS NAME MANAGER VU VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2Q41	IBM GLOBAL DATA SYNCHRONIZATION FOR WEBSPPHERE PRODUCT CENTER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2Q42	IBM GLOBAL DATA SYNCHRONIZATION FOR WEBSPPHERE PRODUCT CENTER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2Q43	IBM GLOBAL DATA SYNCHRONIZATION FOR WEBSPPHERE PRODUCT CENTER PROCESSOR VALUE UNIT (PVU) WITH SINGLE STAGING ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2T41	IBM GLOBAL DATA SYNCHRONIZATION FOR WEBSPPHERE PRODUCT CENTER PROCESSOR VALUE UNIT (PVU) WITH DUAL STAGING ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2M41	IBM GLOBAL NAME REFERENCE ENCYCLOPEDIA AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2P41	IBM GLOBAL DATA SYNCHRONIZATION FOR WEBSPPHERE PRODUCT CENTER CONNECTOR FOR DEMAND-DRIVE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2P42	IBM GLOBAL DATA SYNCHRONIZATION FOR WEBSPPHERE PRODUCT CENTER CONNECTOR FOR SUPPLY-DRIVE ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V41	IBM INFUMENT VERIFICATION APPLICATION FOR INFOSPHERE TRACEABILITY SERVER RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V42	IBM INFOSPHERE TRACEABILITY SERVER RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V43	IBM INFOSPHERE INFORMATION SERVER PACK FOR JD EDWARDS ENTERPRISEONE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V44	IBM INFOSPHERE INFORMATION SERVER PACK FOR ORACLE APPLICATIONS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V45	IBM WEBSPPHERE TRANSFORMATION EXTENDER FOR DATASTAGE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V46	IBM INFOSPHERE DATASTAGE SERVER 2 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V47	IBM INFOSPHERE INFORMATION SERVER PACK FOR SAP R/3 SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V48	IBM INFOSPHERE INFORMATION SERVER PACK FOR PEOPLESOFT ENTERPRISE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V49	IBM INFOSPHERE DATASTAGE SERVER ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V50	IBM INFOSPHERE INFORMATION SERVER PACK FOR SAP BW SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V51	IBM INFOSPHERE DATASTAGE PACK FOR SAS SERVER ANNUAL SW MAINTENANCE RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V52	IBM INFOSPHERE INFORMATION SERVER PACK FOR SAP HANA SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V53	IBM INFOSPHERE DATASTAGE ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V54	IBM INFOSPHERE DATASTAGE 4 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V55	IBM INFOSPHERE INFORMATION ANALYZER 2 BASE PROCESSORS ANNUAL SW MAINTENANCE RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V56	IBM INFOSPHERE INFORMATION ANALYZER ADDITIONAL PROCESSOR ANNUAL SW MAINTENANCE RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2X41	IBM INFOSPHERE QUALITYSTAGE ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2X42	IBM INFOSPHERE INFORMATION SERVICES DIRECTOR 2 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2X43	IBM INFOSPHERE INFORMATION SERVICES DIRECTOR ADDITIONAL PROCESSOR ANNUAL SW MAINTENANCE RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2X44	IBM INFOSPHERE QUALITYSTAGE 4 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2X45	IBM INFOSPHERE REPLICATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2D41	IBM INFOSPHERE DATA EVENT PUBLISHER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2D42	IBM INFOSPHERE BUSINESS GLOSSARY BASE PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2D43	IBM INFOSPHERE BUSINESS GLOSSARY 5 AUTHORIZED USERS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2D44	IBM INFOSPHERE BUSINESS GLOSSARY ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00

EQ09L4	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR FRANCE LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09CL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR GERMANY SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09DL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR ITALY LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09EL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WESTERN EUROPE LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09FL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR CENTRAL AMERICA LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09GL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR SOUTH AMERICA LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09HL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE NETHERLANDS LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09JL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR OCEANIA LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09KL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE UNITED KINGDOM LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09LL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN EUROPE LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09ML1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR AFRICA LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09NL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WEST ASIA LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09OL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE MIDDLE EAST LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09PL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN ASIA LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09QL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR CHINA LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09RL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR JAPAN LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09SL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR SOUTH KOREA LINUX ON SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09TL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WORLD LINUX FOR SYSTEM Z SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09AL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR NORTH AMERICA LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09BL1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR NORTH AMERICA LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09CL1	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT DESIGNER CLIENT LINUX FOR SYSTEM Z CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09DL1	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT DESIGNER CLIENT CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09EL1	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT LINUX FOR SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09FL1	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT FOR NON-PRODUCTION ENVIRONMENTS LINUX FOR SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09GL1	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09HL1	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT OPTIMIZATION FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09IL1	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09JL1	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT OPTIMIZATION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09KL1	IBM INFOSPHERE CHANGED DATA CAPTURE PROCESSOR VALUE UNIT FOR LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09LL1	IBM INFOSPHERE CHANGED DATA CAPTURE NON-PRODUCTION ENVIRONMENT PER PVU FOR LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09ML1	IBM INFOSPHERE CHANGE DATA CAPTURE FOR INFORMATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09NL1	IBM INFOSPHERE CHANGE DATA CAPTURE FOR INFORMATION SERVER FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09OL1	IBM INFOSPHERE GLOBAL NAME SCORING FOR INFORMATION SERVER RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09PL1	IBM INFOSPHERE GLOBAL NAME SCORING FOR INFORMATION SERVER RESOURCE VALUE UNIT FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09QL1	IBM NOT APPLICABLE INFOSPHERE GLOBAL NAME MANAGEMENT FOR INFORMATION SERVER LINUX ON SYSTEM Z RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09RL1	IBM NOT APPLICABLE INFOSPHERE GLOBAL NAME MANAGEMENT FOR INFORMATION SERVER RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00

E02L1L	IBM INFOSPHERE GLOBAL NAME ANALYTICS FOR INFORMATION SERVER RESOURCE VALUE UNIT FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02M1L	IBM INFOSPHERE GLOBAL NAME ANALYTICS FOR INFORMATION SERVER RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM INFOSPHERE INFORMATION SERVER PACK FOR HYPERION ESSBASE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM INFOSPHERE INFORMATION SERVER PACK FOR HYPERION ESSBASE FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM TRANSFORMATION EXTENDER FOR DATASETS FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02L1L	IBM INFOSPHERE TRANSFORMATION EXTENDER FOR DATASET SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02L2L	IBM INFOSPHERE QUALITY TAG MODULE FOR U.S. ADDRESS CERTIFICATION SERVER SUBSEQUENT FIXED TERM LICENSE - SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM INFOSPHERE CHANGE DATA CAPTURE FOR INFORMATION SERVER LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM INFOSPHERE CHANGE DATA CAPTURE FOR INFORMATION SERVER FOR NON-PRODUCTION ENVIRONMENTS LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM INFOSPHERE CHANGE DATA DELIVERY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM INFOSPHERE CHANGE DATA DELIVERY (LINUX ON SYSTEM Z) PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM INFOSPHERE CHANGE DATA DELIVERY FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02P1L	IBM INFOSPHERE CHANGE DATA DELIVERY FOR NON-PRODUCTION ENVIRONMENTS LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02V1L	IBM RETURNABLE CONTAINER MANAGEMENT APPLICATION FOR INFOSPHERE TRACEABILITY SERVER RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02S1L	IBM DEGREE OF SEPARATION FOR RELATIONSHIP RESOLUTION PROCESSOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02T1L	IBM RELATIONSHIP RESOLUTION VALUE UNIT FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	IBM RELATIONSHIP RESOLUTION PROCESSOR FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	IBM INFOSPHERE IDENTITY INSIGHT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	IBM INFOSPHERE MASTER INFORMATION HUB PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	IBM INFOSPHERE MASTER INFORMATION HUB FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	IBM INFOSPHERE MASTER INFORMATION HUB FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	IBM INFOSPHERE IDENTITY INSIGHT RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	INFOEP MH FOR MDMS NP PER PVU ANNUAL SW SUBSCRIPTION	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	INFOEP MH FOR MDMS NP PER PVU LX Z ANNUAL SW SUBSCRIPTION	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	INFOEP MH FOR MDMS PER PVU ANNUAL SW SUBSCRIPTION	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	INFOEP MH FOR MDMS PER PVU LX Z ANNUAL SW SUBSCRIPTION	IBM InfoSphere	Software ValueUnit		\$0.00
E02U1L	IBM INFOSPHERE MASTER INFORMATION HUB FOR WEBSPHERE APPLICATION SERVER FOR J2E VERSION 9.0 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM INFOSPHERE MASTER INFORMATION HUB FOR BEA WEBLOGIC FOR SOLARIS VERSION 9.0 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE REFID INFORMATION CENTER RED HAT LINUX VERSION 1.0 0 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE EPIDIGREE FEATURE FOR WEBSPHERE REFID INFORMATION 1.1 0 DVD ENGLISH MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM GLOBAL NAME MANAGEMENT FOR MULTIPLATFORMS VERSION 3.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM GLOBAL NAME ANALYTICS FOR MULTIPLATFORMS VERSION 3.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM GLOBAL NAME SCORING FOR MULTIPLATFORMS VERSION 3.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM GLOBAL NAME REFERENCE ENCYCLOPEDIA FOR WINDOWS NET SERVER 6.00 ENGLISH CD ROM MEDIA 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM INFOSPHERE TRACEABILITY SERVER MULTIPLATFORMS VERSION 2.0 ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM INFOSPHERE TRACEABILITY SERVER FOR MULTIPLATFORMS VERSION 2.5.0 ENGLISH MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE DATASTAGE PACK FOR ORACLE APPLICATIONS FOR MULTIPLATFORMS VERSION 2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM INFORMATION SERVER PACK FOR PROFSIGHT FOR MULTIPLATFORMS VERSION 3.0 2 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM INFORMATION SERVER PACK FOR EDWARDS ENTERPRISE ONE FOR MULTIPLATFORMS VERSION 14.2 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE DATASTAGE PACK FOR SAP BW FOR MULTIPLATFORMS VERSION 4.2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE DATASTAGE PACK FOR SAP BW FOR MULTIPLATFORMS VERSION 5.2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE DATASTAGE PACK FOR HEBEL FOR MULTIPLATFORMS VERSION 1.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE DATASTAGE PACK FOR SAS FOR MULTIPLATFORMS VERSION 7.5.2 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE DATASTAGE PACK FOR ORACLE APPLICATIONS FOR MULTIPLATFORMS VERSION 2.2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE DATASTAGE PACK FOR SAP BW FOR MULTIPLATFORMS VERSION 4.3.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00
B0302EN	IBM WEBSPHERE DATASTAGE PACK FOR HEBEL FOR MULTIPLATFORMS VERSION 3.2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit		\$0.00

BW01EN	IBM INFORMATION SERVER PACK FOR SAP R3 FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	IBM INFORMATION SERVER PACK FOR PEOPLESOFT FOR MULTIPLATFORMS	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	ENGLISH CD ROM MEDIA PACK IBM INFORMATION SERVER PACK FOR SAP R3 FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES) VERSION 6.0	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	ENGLISH CD ROM MEDIA PACK IBM INFORMATION SERVER PACK FOR JD EDWARDS ENTERPRISEONE FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES) VERSION 1.6 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	IBM WEBSHERE DATASTAGE PACK FOR SERIES FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES) VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	IBM WEBSHERE DATASTAGE PACK FOR SAP R3 FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES) VERSION 4.3.1	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	ENGLISH CD ROM MEDIA PACK IBM INFORMATION SERVER PACK FOR PEOPLESOFT FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES)	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	ENGLISH CD ROM MEDIA PACK IBM WEBSHERE DATASTAGE PACK FOR ORACLE APPLICATIONS FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES) VERSION 2.2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	IBM INFORMATION SERVER PACK FOR JD EDWARDS ENTERPRISEONE FOR MULTIPLATFORMS VERSION 1.6 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER QUALITYSTAGE MODULE FOR SERP FOR MULTIPLATFORMS VERSION 1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER QUALITYSTAGE MODULE FOR SERP FOR LINUX ON SYSTEM Z ENTERPRISE SERVERS (MANFRAMES)	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER DATA QUALITY MODULE FOR SAP FOR WINDOWS SERVER 2003 VERSION 2.0.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER DATA QUALITY MODULE FOR SAP FOR AIX 5.0 VERSION 2.0.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER DATA QUALITY MODULE FOR SAP FOR RED HAT ENTERPRISE LINUX AS VERSION 2.0.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER DATA QUALITY MODULE FOR SAP FOR SUN SOLARISSPARC VERSION 2.0.0 ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER PACK FOR SALESFORCE.COM FOR WINDOWS VERSION 1.1.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER GLOSSARY ANYWHERE FOR MULTIPLATFORMS VERSION 8.0.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER FASTTRACK FOR MULTIPLATFORMS VERSION 8.0.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER FOR SALESFORCE.COM LINUX FOR SYSTEM Z FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES) VERSION 1.0.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM WEBSHERE INFORMATION ANALYZER HONORSCHE FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES) VERSION 8.0.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM WEBSHERE DATASTAGE AND QUALITYSTAGE DESIGNER FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MANFRAMES) VERSION 8.0.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE CHANGE DATA CAPTURE FOR ORACLE RESOLUTION FOR MULTIPLATFORMS VERSION 3.1 X ENGLISH 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE CHANGED DATA CAPTURE FOR MULTIPLATFORMS VERSION 6.2.1 ENGLISH 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE DATASTAGE BALANCED OPTIMIZATION FOR WINDOWS VERSION 8.1 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE MODULE FOR SERP 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE MODULE FOR SERP 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR FRANCE 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR GERMANY 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR ITALY 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR JAPAN 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR NETHERLANDS 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR UNITED KINGDOM 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN EUROPE 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WESTERN ASIA 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR MIDDLE EAST 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN ASIA 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR CHINA 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR ARGENTINA 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR BRAZIL 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR SOUTH KOREA 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR OCEANIA 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR AFRICA 8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE MODULE FOR URI ADDRESS CERTIFICATION V8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFOSPHERE QUALITYSTAGE MODULE FOR URI ADDRESS CERTIFICATION V8.1 MP ENG	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM INFORMATION SERVER PACK FOR MULTIPLATFORMS VERSION 3.9 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM RELATIONSHIP RESOLUTION FOR MULTIPLATFORMS VERSION 3.9 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM ANONYMOUS RESOLUTION FOR MULTIPLATFORMS VERSION 3.9 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM ENTITY ANALYTIC SOLUTIONS NAME MANAGER FOR MULTIPLATFORMS VERSION 3.9 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM GLOBAL NAME MANAGEMENT FOR MULTIPLATFORMS VERSION 3.2.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM GLOBAL NAME ANALYTICS FOR MULTIPLATFORMS VERSION 3.2.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM GLOBAL NAME SCORING FOR MULTIPLATFORMS VERSION 3.2.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM GLOBAL NAME REFERENCE ANALYTICS FOR WINDOWS SERVER 2003 VERSION 3.2.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM WEBSHERE RTI FOR MULTIPLATFORMS VERSION 7.0.0 U.S. ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00

EY0076A	IBM WEBSHERE DATASTAGE ENTERPRISE EDITION FOR MULTIPLATFORMS VERSION 7.5.3 U.S. ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ENTERPRISE EDITION FOR MULTIPLATFORMS VERSION 7.5.1 U.S. ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE DATASTAGE SERVER FOR MULTIPLATFORMS VERSION 7.5.3 U.S. ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE DATASTAGE AND QUALITYSTAGE DESIGNER FOR WINDOWS VERSION 7.5.2 U.S. ENGLISH CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION INTERFACE FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WORLD FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR NORTH AMERICA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR CENTRAL AMERICA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR SOUTH AMERICA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WESTERN EUROPE FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR FRANCE FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR GERMANY FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR ITALY FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE NETHERLANDS FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE UNITED KINGDOM FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN EUROPE FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WEST ASIA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE MIDDLE EAST FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN ASIA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR CHINA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR JAPAN FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR SOUTH KOREA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR OCEANIA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM INFORMATION SERVER FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM INFORMATION SERVER FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE DATASTAGE SERVER FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE DATASTAGE AND QUALITYSTAGE DESIGNER FOR WINDOWS VERSION 8.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE INFORMATION ANALYZER WORKBENCH FOR WINDOWS VERSION 8.0.1 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR AFRICA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE TRANSFORMATION EXTENDER FOR DATASTAGE FOR MULTIPLATFORMS VERSION 8.1 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM METADATA WORKBENCH FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM METADATA WORKBENCH FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MAINFRAMES) VERSION 8.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE DATASTAGE PACK FOR SAS FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE MODULE FOR CASE FOR MULTIPLATFORMS VERSION 7 U.S. ENGLISH MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM INFORMATION SERVER QUALITYSTAGE MODULE FOR SERP FOR MULTIPLATFORMS VERSION 7.5 U.S. ENGLISH MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE FOR DPFD FOR MULTIPLATFORMS VERSION 7.5.1 U.S. ENGLISH MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE MODULE FOR SPECIFICATION FOR MULTIPLATFORMS VERSION 2.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE MODULE FOR CASE FOR MULTIPLATFORMS VERSION 2.0 U.S. ENGLISH MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE QUALITYSTAGE FOR DPFD FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE DATASTAGE SERVER FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MAINFRAMES) VERSION 8.0 U.S. ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM INFORMATION SERVER FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MAINFRAMES) VERSION 8.0 U.S. ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM WEBSHERE TRACEABILITY SERVER FOR MULTIPLATFORMS VERSION 2.6 JAPANESE MULTIMEDIA 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT FOR AIX, V6.0 MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT FOR SOLARIS SPARC, V6.0 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076A	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT FOR HP-UX, V6.0 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00

BE00UJL	IBM WEBSHERE DATA EVENT PUBLISHER DEVELOPER EDITION FOR LINUX FOR SYSTEM P UNIX SERVERS (INCL INTELLISTATION) VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ULV	IBM WEBSHERE DATA EVENT PUBLISHER DEVELOPER EDITION FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MAINFRAMES) VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00UML	IBM WEBSHERE DATA EVENT PUBLISHER DEVELOPER EDITION FOR SUN SOLARIS/SPARC VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00UAM	IBM WEBSHERE DATA EVENT PUBLISHER DEVELOPER EDITION FOR IXP 5L V5 VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00UYB	IBM WEBSHERE DATA EVENT PUBLISHER DEVELOPER EDITION ON HP INTEGRITY ITANUM-BASED SYSTEMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00V3M	IBM WEBSHERE DATA EVENT PUBLISHER V9.5 WINDOWS M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00V4M	IBM WEBSHERE DATA EVENT PUBLISHER V9.5 LINUX X86 M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00V5M	IBM WEBSHERE DATA EVENT PUBLISHER V9.5 PLINUX M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00V6M	IBM WEBSHERE DATA EVENT PUBLISHER V9.5 ZANLIX M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00V7M	IBM WEBSHERE DATA EVENT PUBLISHER V9.5 SCL SPARC M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00V8M	IBM WEBSHERE DATA EVENT PUBLISHER V9.5 IXP M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00V9M	IBM WEBSHERE DATA EVENT PUBLISHER V9.5 HP ITANUM M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VAM	IBM WEBSHERE REPLICATION SERVER V9.5 WINDOWS M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VBM	IBM WEBSHERE REPLICATION SERVER V9.5 LINUX X86 M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VCM	IBM WEBSHERE REPLICATION SERVER V9.5 PLINUX M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VDM	IBM WEBSHERE REPLICATION SERVER V9.5 ZANLIX M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VEM	IBM WEBSHERE REPLICATION SERVER V9.5 SCL SPARC M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VFM	IBM WEBSHERE REPLICATION SERVER V9.5 IXP M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VGM	IBM WEBSHERE DATA EVENT PUBLISHER DEV ED V9.4 WINDOWS M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VHM	IBM WEBSHERE DATA EVENT PUBLISHER DEV ED V9.4 LINUX X86 M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VIM	IBM WEBSHERE DATA EVENT PUBLISHER DEV ED V9.4 PLINUX M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VJM	IBM WEBSHERE DATA EVENT PUBLISHER DEV ED V9.4 ZANLIX M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VKL	IBM WEBSHERE DATA EVENT PUBLISHER DEV ED V9.4 SCL SPARC M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VNL	IBM WEBSHERE DATA EVENT PUBLISHER DEV ED V9.4 IXP M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VOM	IBM WEBSHERE DATA EVENT PUBLISHER DEV ED V9.4 HP ITANUM M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VPM	IBM WEBSHERE REPLICATION SERVER DEV V9.5 WINDOWS M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VQM	IBM WEBSHERE REPLICATION SERVER DEV V9.5 LINUX X86 M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VSM	IBM WEBSHERE REPLICATION SERVER DEV V9.5 PLINUX M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VTM	IBM WEBSHERE REPLICATION SERVER DEV V9.5 ZANLIX M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VUM	IBM WEBSHERE REPLICATION SERVER DEV V9.5 SCL SPARC M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VVM	IBM WEBSHERE REPLICATION SERVER DEV V9.5 IXP M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VWM	IBM WEBSHERE REPLICATION SERVER DEV V9.5 HP ITANUM M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VXK	IBM INFOSPHERE GLOBAL NAME MANAGEMENT FOR MULTIPLATFORMS PERSONAL MULTILINGUAL DVD MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VXL	IBM INFOSPHERE GLOBAL NAME ANALYTICS FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL DVD MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00VYM	IBM INFOSPHERE GLOBAL NAME SCORING FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL DVD MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00Z7M	INFOSPHERE DATA EVENT PUBLISHER FOR MULTIPLATFORMS VERSION 9.7 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00Z8M	INFOSPHERE DATA EVENT PUBLISHER V9.7 LINUX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00Z9M	INFOSPHERE DATA EVENT PUBLISHER DEVELOPER EDITION V9.7 WINDOWS MP M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZAM	INFOSPHERE DATA EVENT PUBLISHER DEVELOPER EDITION V9.7 LINUX MP M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZBM	INFOSPHERE DATA EVENT PUBLISHER DEVELOPER EDITION V9.7 UNIX MP M MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZCM	INFOSPHERE REPLICATION SERVER V9.7 WINDOWS MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZDM	INFOSPHERE REPLICATION SERVER V9.7 LINUX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZEM	INFOSPHERE REPLICATION SERVER V9.7 UNIX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZFM	INFOSPHERE REPLICATION SERVER DEVELOPER EDITION V9.7 WINDOWS MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZGM	INFOSPHERE REPLICATION SERVER DEVELOPER EDITION V9.7 LINUX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZHM	INFOSPHERE REPLICATION SERVER DEVELOPER EDITION V9.7 UNIX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZIM	INFOSPHERE FEDERATION SERVER V9.7 WINDOWS MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZJM	INFOSPHERE FEDERATION SERVER V9.7 LINUX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZKM	INFOSPHERE FEDERATION SERVER V9.7 UNIX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZLM	INFOSPHERE FEDERATION SERVER DEVELOPER EDITION V9.7 WINDOWS MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZMM	INFOSPHERE FEDERATION SERVER DEVELOPER EDITION V9.7 LINUX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZNM	INFOSPHERE FEDERATION SERVER DEVELOPER EDITION V9.7 UNIX MULTILINGUAL	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZOM	IBM INFOSPHERE IDENTITY INSIGHT FOR MULTIPLATFORMS VERSION 9.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZPM	IBM INFOSPHERE IDENTITY INSIGHT FOR MULTIPLATFORMS VERSION 9.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZQM	IBM INFOSPHERE IDENTITY INSIGHT FOR MULTIPLATFORMS VERSION 9.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZRM	IBM INFOSPHERE IDENTITY INSIGHT FOR MULTIPLATFORMS VERSION 9.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZSM	IBM INFOSPHERE IDENTITY INSIGHT FOR MULTIPLATFORMS VERSION 9.0 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZTM	IBM WEBSHERE FEDERATION SERVER FOR MULTIPLATFORMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZUM	IBM WEBSHERE FEDERATION SERVER FOR MULTIPLATFORMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZVM	IBM WEBSHERE FEDERATION SERVER FOR MULTIPLATFORMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZWM	IBM WEBSHERE FEDERATION SERVER FOR MULTIPLATFORMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZXM	IBM WEBSHERE FEDERATION SERVER FOR MULTIPLATFORMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZYB	IBM WEBSHERE FEDERATION SERVER ON HP INTEGRITY (ITANUM)-BASED SYSTEMS VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZYM	IBM WEBSHERE FEDERATION SERVER ON HP INTEGRITY (ITANUM)-BASED SYSTEMS VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZYM	IBM WEBSHERE FEDERATION SERVER ON HP INTEGRITY (ITANUM)-BASED SYSTEMS VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00
BE00ZYM	IBM WEBSHERE FEDERATION SERVER ON HP INTEGRITY (ITANUM)-BASED SYSTEMS VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet	\$0.00

Part Num	Description	Reseller Authorization	Reseller Authorization Terms	Resellers Cost	Reseller Percentage Mark-up	COPA Final Cost Per Each
D0529LL	IBM OPTIM DATABASE RELATIONSHIP ANALYZER FOR LINUX. UNIX, AND WINDOWS PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Lot 5 - IBM Optim Software ValueNet			\$0.00
D052ELL	IBM OPTIM DATABASE RELATIONSHIP ANALYZER FOR LINUX. UNIX, AND WINDOWS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D052FLL	IBM OPTIM DATABASE RELATIONSHIP ANALYZER FOR LINUX. UNIX, AND WINDOWS PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BFLL	IBM OPTIM DATA GROWTH SOLUTION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BGLL	IBM OPTIM DATA GROWTH SOLUTION PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BJLL	IBM OPTIM DATA GROWTH SOLUTION PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D08BKLL	IBM OPTIM DATA GROWTH SOLUTION OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BLLL	IBM OPTIM DATA GROWTH SOLUTION OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BMLL	IBM OPTIM DATA GROWTH SOLUTION FOR AMDOCSCRM PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BNLL	IBM OPTIM DATA GROWTH SOLUTION FOR AMDOCSCRM PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BPLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BQLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BRLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BSLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BTLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE FINANCIALS FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

D08BULL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE FINANCIALS FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
D08BVLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE HRMS FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BWLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE HRMS FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BXLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE PROJECTS FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BYLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE PROJECTS FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08BZLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE SCM/MFG FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C0LL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE SCM/MFG FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C1LL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE CUSTOMER RELATIONSHIP MANAGEMENT SERVICE CONTRACTS MODULE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C2LL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE CUSTOMER RELATIONSHIP MANAGEMENT SERVICE CONTRACTS MODULE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C3LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESOFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C4LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESOFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C5LL	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR PEOPLESOFT ENTERPRISE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C6LL	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR PEOPLESOFT ENTERPRISE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

D08C7LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT FINANCIALS FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
D08C8LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT FINANCIALS FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C9LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT BENEFITS/PAYROLL MANAGEMENT FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CALL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT BENEFITS/PAYROLL MANAGEMENT FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CBLL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT WORKFORCE MANAGEMENT FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CCLL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT WORKFORCE MANAGEMENT FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CDLL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT SCM FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CELL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT SCM FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CFL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE CAMPUS SOLUTIONS STUDENT ADMINISTRATION PACK PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CGLL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE CAMPUS SOLUTIONS STUDENT ADMINISTRATION PACK PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CWLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CXLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CYLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08CZLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
D08D2LL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE FINANCIAL FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08D3LL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE FINANCIAL FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08D4LL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE DISTRIBUTION/MANUFACTURING FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08D5LL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE DISTRIBUTION/MANUFACTURING FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08D6LL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE HCM FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08D7LL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE HCM FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08D8LL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE PROJECT MANAGEMENT PROJECT/JOB COSTING MODULE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08D9LL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE PROJECT MANAGEMENT PROJECT/JOB COSTING MODULE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08DALL	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR SIEBEL CRM PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08DBLL	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR SIEBEL CRM PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08DGLL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08DHLL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08DRLL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
D08DSL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08E3LL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08E4LL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08E5LL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08E6LL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08E9LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EALL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EDLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D08EGLL	IBM OPTIM DATA PRIVACY SOLUTION PCI MODULE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EHLL	IBM OPTIM DATA PRIVACY SOLUTION PCI MODULE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EJLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EKLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EMLL	IBM OPTIM DATA PRIVACY OPTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08ENLL	IBM OPTIM DATA PRIVACY OPTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
D08EPLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR AMDOCS CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EQLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR AMDOCS CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08ERLL	IBM OPTIM DATA PRIVACY SOLUTION FOR AMDOCS CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08ESLL	IBM OPTIM DATA PRIVACY SOLUTION FOR AMDOCS CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EVLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR ORACLE'S E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EWLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR ORACLE'S E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EXLL	IBM OPTIM DATA PRIVACY SOLUTION FOR ORACLE'S E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EYLL	IBM OPTIM DATA PRIVACY SOLUTION FOR ORACLE'S E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08EZLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F0LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F1LL	IBM OPTIM DATA PRIVACY SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F2LL	IBM OPTIM DATA PRIVACY SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F3LL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT REMOTE INTERFACES PER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F4LL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT REMOTE INTERFACES PER AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
D08F5LL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT DETAILED ARCHIVE VIEWING PER AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F6LL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT DETAILED ARCHIVE VIEWING PER AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F7LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F8LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08F9LL	IBM OPTIM DATA PRIVACY OPTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FALL	IBM OPTIM DATA PRIVACY OPTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FBLL	IBM OPTIM DATA PRIVACY SOLUTION FOR SAP APPLICATIONS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FCLL	IBM OPTIM DATA PRIVACY SOLUTION FOR SAP APPLICATIONS PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FDLL	IBM OPTIM DATA PRIVACY SOLUTION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FELL	IBM OPTIM DATA PRIVACY SOLUTION PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FFLL	IBM OPTIM DATA GROWTH SOLUTION FOR AMDOCSCRM OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FGLL	IBM OPTIM DATA GROWTH SOLUTION FOR AMDOCSCRM OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FJLL	IBM OPTIM TEST DATA MANAGEMENT DATA PRIVACY OPTION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08FKLL	IBM OPTIM TEST DATA MANAGEMENT DATA PRIVACY OPTION PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0913LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE EPM FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE EPM FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS		Appendix H - Cost Matrix Lot 5 - IBM Optim			
D0914LL		IBM Optim	Software ValueNet			\$0.00
D0915LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0916LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0917LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0918LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0919LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D091ALL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D091BLL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D091CLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D091DLL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CRM PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D091ELL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D091FLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D0930LL	IBM OPTIM DATA PRIVACY SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0931LL	IBM OPTIM DATA PRIVACY SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
D0932LL	IBM OPTIM SOLUTION FOR APPLICATION RETIREMENT RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0933LL	IBM OPTIM SOLUTION FOR APPLICATION RETIREMENT RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0AP5LL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0AP6LL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0AP7LL	IBM OPTIM DATA PRIVACY OPTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0AP8LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0AP9LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APALL	IBM OPTIM DATA PRIVACY OPTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APBLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE DISTRIBUTION/MANUFACTURING FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APCLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE DISTRIBUTION/MANUFACTURING FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APDLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE FINANCIAL FAMILY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APELL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE FINANCIAL FAMILY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APFLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE HCM FAMILY 10 PROCESSOR VALUE UNITS (PVUS) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
D0APGLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE HCM FAMILY 10 PROCESSOR VALUE UNITS (PVUS) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APHLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE PROJECT MANAGEMENT FAMILY 10 PROCESSOR VALUE UNITS (PVUS) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APILL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE PROJECT MANAGEMENT FAMILY 10 PROCESSOR VALUE UNITS (PVUS) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APJLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE APPLICATIONS OPEN DATA MANAGER 10 PROCESSOR VALUE UNITS (PVUS) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0APKLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE APPLICATIONS OPEN DATA MANAGER 10 PROCESSOR VALUE UNITS (PVUS) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0BQBLL	IBM INFOSPHERE DISCOVERY PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0BQCLL	IBM INFOSPHERE DISCOVERY PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0C0ALL	IBM OPTIM TEST DATA MANAGEMENT DATA PRIVACY OPTION PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D0C0FLL	IBM OPTIM DATA GROWTH SOLUTION OPEN DATA MANAGER PROCESSOR DAY OOCOD TEMPORARY USE CHARGE	IBM Optim	Software ValueNet			\$0.00
D0C30LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION NON RELATIONAL CONNECTORS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0C31LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION NON RELATIONAL CONNECTORS PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0C32LL	IBM OPTIM DATA GROWTH SOLUTION NON RELATIONAL CONNECTORS PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D0C33LL	IBM OPTIM DATA GROWTH SOLUTION NON RELATIONAL CONNECTORS PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
E05D9LL	IBM OPTIM DATABASE RELATIONSHIP ANALYZER FOR LINUX, UNIX, AND WINDOWS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JNLL	IBM OPTIM DATA GROWTH SOLUTION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00

E06JQLL	IBM OPTIM DATA GROWTH SOLUTION OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
E06JRLl	IBM OPTIM DATA GROWTH SOLUTION FOR AMDOCSCRM PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JSLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JTLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JULL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE FINANCIALS FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JVLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE HRMS FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JWLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE PROJECTS FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JXLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE SCM/MFG FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JYLL	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE CUSTOMER RELATIONSHIP MANAGEMENT SERVICE CONTRACTS MODULE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06JZLL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06K0LL	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06K1LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT FINANCIALS FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06K2LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT BENEFITS/PAYROLL MANAGEMENT FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06K3LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT WORKFORCE MANAGEMENT FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00

E06K4LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT SCM FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
E06K5LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE CAMPUS SOLUTIONS STUDENT ADMINISTRATION PACK PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KBLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KCLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KELL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE FINANCIAL FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KFLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE DISTRIBUTION/MANUFACTURING FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KGLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE HCM FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KHLL	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE PROJECT MANAGEMENT PROJECT/JOB COSTING MODULE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KILL	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR SIEBEL CRM PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KLLL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KRLL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KXLL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06KYLL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06L0LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00

E06L3LL	IBM OPTIM DATA PRIVACY SOLUTION PCI MODULE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
E06L5LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06L6LL	IBM OPTIM DATA PRIVACY OPTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06L7LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR AMDOCS CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06L8LL	IBM OPTIM DATA PRIVACY SOLUTION FOR AMDOCS CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LALL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR ORACLES E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LBLL	IBM OPTIM DATA PRIVACY SOLUTION FOR ORACLES E-BUSINESS SUITE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LCLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LDLL	IBM OPTIM DATA PRIVACY SOLUTION FOR JD EDWARDS ENTERPRISEONE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LELL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT REMOTE INTERFACES PER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LFL	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT DETAILED ARCHIVE VIEWING PER AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LGLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LHLL	IBM OPTIM DATA PRIVACY OPTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LILL	IBM OPTIM DATA PRIVACY SOLUTION FOR SAP APPLICATIONS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06LJLL	IBM OPTIM DATA PRIVACY SOLUTION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00

E06LKLL	IBM OPTIM DATA GROWTH SOLUTION FOR AMDOCS CRM OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
E06LMLL	IBM OPTIM TEST DATA MANAGEMENT DATA PRIVACY OPTION PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06VMLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE EPM FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06VNLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06VPLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06VQLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06W6LL	IBM OPTIM DATA PRIVACY SOLUTION FOR PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06W7LL	IBM OPTIM SOLUTION FOR APPLICATION RETIREMENT RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E07LULL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E07LVLL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E07LWLL	IBM OPTIM DATA PRIVACY OPTION STARTER EDITION FOR JD EDWARDS APPLICATIONS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E07LXLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE DISTRIBUTION/MANUFACTURING FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E07LYLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE FINANCIAL FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00

E07LZLL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE HCM FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
E07M0LL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE PROJECT MANAGEMENT FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E07M1LL	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE APPLICATIONS OPEN DATA MANAGER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E086BLL	IBM INFOSPHERE DISCOVERY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E08C3LL	IBM OPTIM TEST DATA MANAGEMENT SOLUTION NON RELATIONAL CONNECTORS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E08C4LL	IBM OPTIM DATA GROWTH SOLUTION NON RELATIONAL CONNECTORS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
BB002EN	IBM INFOSPHERE DISCOVERY VERSION 4.1.1 WINDOWS ENGLISH DVD MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0XEEN	IBM OPTIM DATABASE RELATIONSHIP ANALYZER FOR LINUX, UNIX, AND WINDOWS VERSION 1.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Y6EN	IBM OPTIM TEST DATA MANAGEMENT DATE PRIVACY OPTION FOR MULTIPLATFOMS VERSION 7.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Y7EN	IBM OPTIM DATA GROWTH SOLUTION FOR MULTIPLATFOMS VERSION 7.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Y8EN	IBM OPTIM DATA GROWTH SOLUTION OPEN DATA MANAGER FOR MULTIPLATFOMS VERSION 7.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Y9EN	IBM OPTIM DATA GROWTH SOLUTION FOR AMDOCSCRM FOR MULTIPLATFOMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YAEN	IBM OPTIM DATA GROWTH SOLUTION FOR AMDOCSCRM OPEN DATA MANAGER FOR MULTIPLATFOMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YBEN	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE FOR MULTIPLATFOMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YCEN	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE OPEN DATA MANAGER FOR MULTIPLATFOMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YDEN	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE FINANCIALS FAMILY FOR MULTIPLATFOMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YEEN	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE HRMS FAMILY FOR MULTIPLATFOMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
BB0YFEN	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE PROJECTS FAMILY FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YGEN	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE SCM/MFG FAMILY FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YHEN	IBM OPTIM DATA GROWTH SOLUTION FOR ORACLE E-BUSINESS SUITE CUSTOMER RELATIONSHIP MANAGEMENT SERVICE CONTRACTS MODULE FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YIEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YJEN	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE OPEN DATA MANAGER FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YKEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT FINANCIALS FAMILY FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YLEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT BENEFITS/PAYROLL MANAGEMENT FAMILY FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YMEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT WORKFORCE MANAGEMENT FAMILY FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YNEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT SCM FAMILY FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YPEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE CAMPUS SOLUTIONS STUDENT ADMINISTRATION PACK FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YQEN	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YREN	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE OPEN DATA MANAGER FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YSEN	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE FINANCIAL FAMILY FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YTEN	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE DISTRIBUTION/MANUFACTURING FAMILY FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YUEN	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISEONE HCM FAMILY FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00

BB0YVEN	IBM OPTIM DATA GROWTH SOLUTION FOR JD EDWARDS ENTERPRISE ONE PROJECT MANAGEMENT PROJECT/JOB COSTING MODULE FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
BB0YWEN	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR SIEBEL CRM FOR MULTIPLATFORMS VERSION 2.5 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YXEN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT OPEN DATA MANAGER FOR MULTIPLATFORMS VERSION 2.5 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YYEN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY FOR MULTIPLATFORMS VERSION 2.5 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0YZEN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY FOR MULTIPLATFORMS VERSION 2.5 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Z0EN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY FOR MULTIPLATFORMS VERSION 2.5 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Z1EN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT DETAILED ARCHIVE VIEWING FOR MULTIPLATFORMS VERSION 2.5 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Z2EN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT REMOTE INTERFACES FOR MULTIPLATFORMS VERSION 2.5 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Z4EN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR MULTIPLATFORMS VERSION 7.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Z6EN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR ORACLE PEOPLESFT ENTERPRISE FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Z7EN	IBM OPTIM DATA PRIVACY SOLUTION FOR ORACLE PEOPLESFT ENTERPRISE FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Z8EN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR AMDOCS CUSTOMER RELATIONSHIP MANAGEMENT FOR MULTIPLATFORMS VERSION 3.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0Z9EN	IBM OPTIM DATA PRIVACY SOLUTION FOR AMDOCS CUSTOMER RELATIONSHIP MANAGEMENT FOR MULTIPLATFORMS VERSION 3.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0ZAEEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR ORACLE'S E-BUSINESS SUITE FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0ZBEN	IBM DB2 OPTIM DATA PRIVACY SOLUTION FOR ORACLE'S E-BUSINESS SUITE FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00

BB0ZCEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR JD EDWARDS ENTERPRISEONE FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Appendix H - Cost Matrix Lot 5 - IBM Optim Software ValueNet			\$0.00
BB0ZDEN	IBM OPTIM DATA PRIVACY SOLUTION FOR JD EDWARDS ENTERPRISEONE FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0ZEEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT FOR MULTIPLATFORMS VERSION 2.5.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0ZFEN	IBM OPTIM DATA PRIVACY SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT FOR MULTIPLATFORMS VERSION 2.5.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0ZGEN	IBM OPTIM DATA PRIVACY SOLUTION FOR SAP APPLICATIONS FOR MULTIPLATFORMS VERSION 1.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10JEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10KEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE OPEN DATA MANAGER FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10LEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT FINANCIALS FAMILY FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10MEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT BENEFITS/PAYROLL MANAGEMENT FAMILY FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10NEN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT SCM FAMILY FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10PEN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CRM FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10QEN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT OPEN DATA MANAGER FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10REN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10SEN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10TEN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT DETAILED ARCHIVE VIEWING FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
BB10VEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10WEN	IBM OPTIM DATA PRIVACY OPTION FOR PEOPLESFT ENTERPRISE FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10XEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR PEOPLESFT ENTERPRISE EPM FAMILY FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10YEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB10ZEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT CALL CENTER FAMILY FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB110EN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT MARKETING FAMILY FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB111EN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT WORKFORCE MANAGEMENT FAMILY FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB112EN	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT ENTERPRISE CAMPUS SOLUTIONS STUDENT ADMINISTRATION PACK FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB113EN	IBM OPTIM DATA GROWTH SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT SALES FAMILY FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB114EN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB115EN	IBM OPTIM DATA PRIVACY OPTION FOR SIEBEL CUSTOMER RELATIONSHIP MANAGEMENT FOR MULTIPLATFORMS VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB116EN	IBM OPTIM DATA PRIVACY SOLUTION FOR PEOPLESFT ENTERPRISE FOR MULTIPLATFORMS VERSION 6.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB11DEN	IBM OPTIM SOLUTION FOR APPLICATION RETIREMENT FOR MULTIPLATFORMS VERSION 7.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB11ZEN	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS APPLICATIONS FOR MULTIPLATFORMS VERSION 3.0.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB120EN	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE DISTRIBUTION/MANUFACTURING FAMILY FOR MULTIPLATFORMS VERSION 3.0.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00

		Appendix H - Cost Matrix Lot 5 - IBM Optim				
BB121EN	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE FINANCIAL FAMILY FOR MULTIPLATFORMS VERSION 3.0.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB122EN	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE HCM FAMILY FOR MULTIPLATFORMS VERSION 3.0.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB123EN	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE PROJECT MANAGEMENT FAMILY FOR MULTIPLATFORMS VERSION 3.0.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB124EN	IBM OPTIM DATA GROWTH SOLUTION STARTER EDITION FOR JD EDWARDS ENTERPRISE ONE APPLICATIONS OPEN DATA MANAGER FOR MULTIPLATFORMS VERSION 3.0.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB125EN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION STARTER EDITION FOR JD EDWARDS APPLICATIONS FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB126EN	IBM OPTIM DATA PRIVACY OPTION STARTER EDITION FOR JD EDWARDS APPLICATIONS FOR MULTIPLATFORMS VERSION 3.0.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB12UEN	IBM OPTIM DATABASE RELATIONSHIP ANALYZER FOR LINUX, UNIX, AND WINDOWS VERSION 2.1 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB139EN	IBM OPTIM DATA GROWTH SOLUTION FOR MULTIPLATFORMS VERSION 7.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB13AEN	IBM OPTIM DATA GROWTH SOLUTION OPEN DATA MANAGER FOR MULTIPLATFORMS VERSION 7.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB13BEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION FOR MULTIPLATFORMS VERSION 7.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB13CEN	IBM OPTIM TEST DATA MANAGEMENT DATA PRIVACY OPTION FOR MULTIPLATFORMS VERSION 7.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB13DEN	IBM OPTIM SOLUTION FOR APPLICATION RETIREMENT MULTIPLATFORMS VERSION 7.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB13XEN	IBM OPTIM DATA GROWTH SOLUTION NON RELATIONAL CONNECTORS FOR MULTIPLATFORMS VERSION 7.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB13YEN	IBM OPTIM TEST DATA MANAGEMENT SOLUTION NON RELATIONAL CONNECTORS FOR MULTIPLATFORMS VERSION 7.2 ENGLISH CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0ZIML	IBM OPTIM DATA PRIVACY SOLUTION FOR MULTIPLATFORMS VERSION 1.2 MULTILINGUAL CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00
BB0ZJML	IBM OPTIM DATA PRIVACY SOLUTION PCI MODULE FOR MULTIPLATFORMS VERSION 1.2 MULTILINGUAL CD ROM MEDIA PACK	IBM Optim	Software ValueNet			\$0.00

Item	Description	Unit	Quantity	Price	Total
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Item	Description	Unit	Quantity	Price	Total
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Item	Unit	Quantity	Price	Total
1	1	1	1	1
2	1	1	1	1
3	1	1	1	1
4	1	1	1	1
5	1	1	1	1
6	1	1	1	1
7	1	1	1	1
8	1	1	1	1
9	1	1	1	1
10	1	1	1	1
11	1	1	1	1
12	1	1	1	1
13	1	1	1	1
14	1	1	1	1
15	1	1	1	1
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		Approximate Cost Item			
		Lot 7 - IBM Lic			
	IBM LOTUS DOMINO ENTERPRISE SERVER AND NOTES FOR MULTIPLATFORMS VERSION 7.0.3 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (FRENCH AND PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
4401DA	IBM LOTUS DOMINO ENTERPRISE SERVER WITH NOTES FOR MULTIPLATFORMS VERSION 7.0.3 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO ENTERPRISE SERVER WITH NOTES FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (INDOCS)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO ENTERPRISE SERVER WITH NOTES FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO ENTERPRISE SERVER WITH NOTES FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (SPANISH, FRENCH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO ENTERPRISE SERVER WITH NOTES FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (CATALAN, GERMAN, ITALIAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (FRENCH, BRAZILIAN PORTUGUESE, SPANISH)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (CATALAN, GERMAN, ITALIAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (INDOCS)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (ARABIC, GREEK, POLISH, PORTUGUESE, RUSSIAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (HEBREW, HUNGARIAN, SLOVAKIAN, SLOVENIAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO ENTERPRISE SERVER AND DOMINO COLLABORATION EXPRESS 8.0.2 X MULTIPLATFORM MULTILINGUAL SECONDARY MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 1 (FRENCH, SPANISH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
4401JA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 2 (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS 8.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK (INDOCS)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 3 (POLISH, PORTUGUESE, RUSSIAN, TURKISH)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 4 (ARABIC, GREEK, HEBREW, HUNGARIAN, SLOVAKIAN, SLOVENIAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO ENTERPRISE AND COLLABORATION EXPRESS 8.5 SECONDARY ENTITLEMENTS MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 7.0.4 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK EMEA 1 (FRENCH, SPANISH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 7.0.4 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK EMEA 2 (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 7.0.4 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (INDOCS)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 7.0.4 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (POLISH, PORTUGUESE, RUSSIAN, TURKISH)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 7.0.4 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (ARABIC, GREEK, HEBREW, HUNGARIAN, SLOVENIAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS SERVER FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 1 (FRENCH, SPANISH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO SERVER FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 2 (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO SERVER FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK (INDOCS)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO SERVER FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 3 (POLISH, PORTUGUESE, RUSSIAN, TURKISH)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO SERVER FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 4 (ARABIC, GREEK, HEBREW, HUNGARIAN, SLOVENIAN)	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO ENTERPRISE AND COLLABORATION EXPRESS 8.5.1 SECONDARY ENTITLEMENTS MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
0501VA	IBM LOTUS DOMINO MESSAGING SERVER PROCESSOR DAY 00000 TEMPORARY USE CHANGE	IBM Growth through Partner Reseller			\$0.00
0501VA	IBM LOTUS DOMINO MESSAGING SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
0501VA	IBM LOTUS DOMINO MESSAGING SERVER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
0501VA	IBM LOTUS DOMINO MESSAGING SERVER FOR LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
0501VA	IBM LOTUS DOMINO MESSAGING SERVER FOR LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
0501VA	IBM LOTUS DOMINO MESSAGING SERVER FOR LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
0501VA	IBM LOTUS DOMINO MESSAGING SERVER FOR LINUX ON SYSTEM Z PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
0501VA	IBM LOTUS DOMINO MESSAGING SERVER AND NOTES FOR MULTIPLATFORMS VERSION 8.0 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO MESSAGING SERVER AND NOTES FOR MULTIPLATFORMS VERSION 7.0.3 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO MESSAGING SERVER AND NOTES FOR MULTIPLATFORMS VERSION 8.0.1 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS NOTES/DOMINO FOR MULTIPLATFORMS VERSION 8.0.2 TRADITIONAL CHINESE CD ROM 128 BIT MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
4401VA	IBM LOTUS DOMINO MESSAGING SERVER AND NOTES FOR MULTIPLATFORMS VERSION 8.0 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00

		Approximate Cost Item			
	IBM LOTUS DOMINO MESSAGING COLLABORATION EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE)	Lot 7 - IBM Util			
44W50A	IBM LOTUS DOMINO MESSAGING AND COLLABORATION EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE)	IBM Growth through Partner Reseller			\$0.00
44Z5M4	IBM LOTUS DOMINO MESSAGING AND COLLABORATION EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK EMEA.1 (FRENCH, SPANISH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
44Z5M6	IBM LOTUS DOMINO MESSAGING AND COLLABORATION EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK EMEA.2 (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller			\$0.00
44Z57M	IBM LOTUS DOMINO MESSAGING AND COLLABORATION EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (NORDIC)	IBM Growth through Partner Reseller			\$0.00
44Z58A	IBM LOTUS DOMINO MESSAGING AND COLLABORATION EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK EMEA.1 (POLISH, PORTUGUESE, RUSSIAN, UKRAINE)	IBM Growth through Partner Reseller			\$0.00
44Z58B	IBM LOTUS DOMINO MESSAGING AND COLLABORATION EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK EMEA.4 (ARABIC, GREEK, HEBREW, HUNGARIAN, TCHOSIAN, SLOVENIAN)	IBM Growth through Partner Reseller			\$0.00
02V5L4	IBM LOTUS DOMINO MESSAGING EXPRESS AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
02V5L6	IBM LOTUS DOMINO MESSAGING EXPRESS AUTHORIZED USER SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
02V5L8	IBM LOTUS DOMINO MESSAGING EXPRESS AUTHORIZED USER FROM COMPETITOR TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
02M7L6	IBM LOTUS DOMINO MESSAGING EXPRESS AUTHORIZED USER FROM IBM GEN 6888 TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
02M7L8	IBM LOTUS DOMINO MESSAGING EXPRESS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
02M8L1	IBM LOTUS DOMINO UTILITY EXPRESS PROCESSOR VALUE UNIT (PAU) LICENSE + SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
02M8L2	IBM LOTUS DOMINO UTILITY EXPRESS PROCESSOR VALUE UNIT (PAU) SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
02M8L3	IBM LOTUS DOMINO UTILITY EXPRESS PROCESSOR VALUE UNIT (PAU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
44K0C9	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0T9	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0W9	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0E1	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0E2	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0E3	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0Z1	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0Z2	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0Z3	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A1	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 JAPANESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A2	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 JAPANESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A3	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 JAPANESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A4	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 KOREAN CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A5	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 KOREAN CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A6	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 8.0.1 KOREAN CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A7	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 FRENCH, SPANISH AND BRAZILIAN PORTUGUESE MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A8	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 GERMAN AND ITALIAN MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0A9	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 MULTILINGUAL MEDIA PACK (NORDIC)	IBM Growth through Partner Reseller			\$0.00
44K0F1	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 CZECH AND SLOVAK MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
44K0M1	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 6.0 MULTILINGUAL MEDIA PACK (EAST EUROPE)	IBM Growth through Partner Reseller			\$0.00
44K0F2	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (FRENCH, SPANISH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
44K0F3	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller			\$0.00
44K0F4	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (NORDIC)	IBM Growth through Partner Reseller			\$0.00
44K0F5	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE)	IBM Growth through Partner Reseller			\$0.00
44K0F6	IBM LOTUS DOMINO UTILITY EXPRESS FOR MULTIPLATFORMS VERSION 7.0.3 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE)	IBM Growth through Partner Reseller			\$0.00
00K0E1	IBM LOTUS EXPEDIOR INTEGRATOR PROCESSOR VALUE UNIT (PAU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00K0F1	IBM LOTUS EXPEDIOR INTEGRATOR PROCESSOR VALUE UNIT (PAU) SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	IBM Growth through Partner Reseller			\$0.00

Code	Description	Category	Unit Price	Quantity	Total Price
00R20L	IBM LOTUS MASHP ACCELERATOR PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	Lot 7 - IBM User			\$0.00
00R21L	IBM LOTUS MASHP ACCELERATOR PROCESSOR VALUE UNIT (PVU) BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R22L	IBM LOTUS MASHP ACCELERATOR 20 AUTHORIZED USERS LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R23L	IBM LOTUS MASHP ACCELERATOR 20 AUTHORIZED USERS BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R24L	IBM LOTUS MASHP ACCELERATOR WITH PORTAL SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R25L	IBM LOTUS MASHP ACCELERATOR WITH PORTAL SERVER PROCESSOR VALUE UNIT (PVU) BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R26L	IBM LOTUS MASHP ACCELERATOR WITH PORTAL SERVER 20 AUTHORIZED USERS LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R27L	IBM LOTUS MASHP ACCELERATOR WITH PORTAL SERVER 20 AUTHORIZED USERS BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R28L	IBM MASHP CENTER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R29L	IBM MASHP CENTER 20 AUTHORIZED USERS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R30L	IBM LOTUS MASHP ACCELERATOR PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R31L	IBM LOTUS MASHP ACCELERATOR 20 AUTHORIZED USERS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R32L	IBM LOTUS MASHP ACCELERATOR WITH PORTAL SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R33L	IBM LOTUS MASHP ACCELERATOR WITH PORTAL SERVER 20 AUTHORIZED USERS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R34L	IBM MASHP CENTER 1.0 WINDOWS MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
00R35L	IBM MASHP CENTER 1.1 WINDOWS MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
00R36L	IBM MASHP CENTER 1.2 MULTIPLATFORM MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
00R37L	IBM CEO MESSAGING AND PORTAL USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R38L	IBM LOTUS NOTES HOSTED MESSAGING CLUSTERED SERVICES 1GB AUTHORIZED USER INITIAL FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R39L	IBM LOTUS NOTES HOSTED MESSAGING CLUSTERED SERVICES 1GB AUTHORIZED USER INITIAL FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R40L	IBM LOTUS NOTES HOSTED MESSAGING CLUSTERED SERVICES WITH NOTES MESSAGING 1GB AUTHORIZED USER INITIAL FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R41L	IBM LOTUS NOTES HOSTED MESSAGING CLUSTERED SERVICES WITH NOTES MESSAGING 1GB AUTHORIZED USER INITIAL FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R42L	ALLOY BY IBM AND SAP AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R43L	ALLOY BY IBM AND SAP AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R44L	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R45L	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R46L	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R47L	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R48L	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR SYSTEM Z AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R49L	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR SYSTEM Z AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R50L	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR SYSTEM Z AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R51L	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR SYSTEM Z AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R52L	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER FROM COMPETITOR EMAIL USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R53L	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER FROM DOMINO MESSAGING CLIENT ACCESS LICENSE BY TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R54L	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER FROM IBM OEM USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R55L	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE AUTHORIZED USER FROM COMPETITOR EMAIL USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R56L	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE AUTHORIZED USER FROM IBM OEM USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R57L	IBM LOTUS NOTES FOR MESSAGING LIMITED USE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R58L	IBM LOTUS NOTES FOR MESSAGING LIMITED USE AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R59L	IBM LOTUS NOTES FOR COLLABORATION LIMITED USE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R60L	IBM LOTUS NOTES FOR COLLABORATION LIMITED USE AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R61L	IBM LOTUS NOTES WITH MESSAGING AUTHORIZED USER FROM IBM OEM USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R62L	IBM LOTUS NOTES WITH MESSAGING AUTHORIZED USER FROM IBM OEM USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R63L	IBM LOTUS NOTES WITH MESSAGING AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R64L	IBM LOTUS NOTES WITH COLLABORATION AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R65L	IBM LOTUS NOTES WITH COLLABORATION USER FROM COMPETITOR EMAIL TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R66L	IBM LOTUS NOTES WITH COLLABORATION USER FROM NOTES MESSAGING OR DOMINO WEB ACCESS COLLABORATION TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R67L	IBM LOTUS NOTES WITH COLLABORATION AUTHORIZED USER BY SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00

			Approximate Cost Item			
	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK		Lot 7 - IBM Use			
440V09	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (FRENCH AND PORTUGUESE)	IBM Growth through Partner Reseller				\$0.00
440V10	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (SPANISH AND PORTUGUESE)	IBM Growth through Partner Reseller				\$0.00
440V11	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EUROPE)	IBM Growth through Partner Reseller				\$0.00
440V12	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (FRENCH, SPANISH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller				\$0.00
440V13	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller				\$0.00
440V14	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (INDONESIA)	IBM Growth through Partner Reseller				\$0.00
440V15	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (CZECH AND PORTUGUESE)	IBM Growth through Partner Reseller				\$0.00
440V16	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE)	IBM Growth through Partner Reseller				\$0.00
440V17	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (SPANISH, FRENCH AND BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller				\$0.00
440V18	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (ITALIAN, GERMAN AND ITALIAN)	IBM Growth through Partner Reseller				\$0.00
440V19	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (INDONESIA)	IBM Growth through Partner Reseller				\$0.00
440V20	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE 1)	IBM Growth through Partner Reseller				\$0.00
440V21	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/ COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (EAST EUROPE 2)	IBM Growth through Partner Reseller				\$0.00
440V22	IBM LOTUS NOTES HOSTED MESSAGING BASE AND CLUSTERED SERVICES WITH NOTES MESSAGING 1GB FOR MULTIPLATFORMS VERSION 1.0 MULTILINGUAL MEDIA PACK (JAPANESE, KOREAN, TRADITIONAL AND SIMPLIFIED CHINESE)	IBM Growth through Partner Reseller				\$0.00
440V23	IBM LOTUS NOTES HOSTED MESSAGING BASE AND CLUSTERED SERVICES WITH NOTES MESSAGING 1GB FOR MULTIPLATFORMS VERSION 1.0 MULTILINGUAL MEDIA PACK (EMEA 1)	IBM Growth through Partner Reseller				\$0.00
440V24	IBM LOTUS NOTES HOSTED MESSAGING BASE AND CLUSTERED SERVICES WITH NOTES MESSAGING 1GB FOR MULTIPLATFORMS VERSION 1.0 MULTILINGUAL MEDIA PACK (EMEA 2)	IBM Growth through Partner Reseller				\$0.00
440V25	ALLOY BY IBM AND SAP VERSION 1.0 FOR MULTIPLATFORMS MULTILINGUAL DVD MEDIA PACK	IBM Growth through Partner Reseller				\$0.00
440V26	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 1 (FRENCH, SPANISH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller				\$0.00
440V27	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 2 (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller				\$0.00
440V28	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 3 (POLSK, PORTUGUESE, RUSSIAN, TURKISH)	IBM Growth through Partner Reseller				\$0.00
440V29	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 4 (ARABIC, GREEK, HEBREW, HUNGARIAN, SLOVAKIAN, SLOVENIAN)	IBM Growth through Partner Reseller				\$0.00
440V30	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 1 (FRENCH, SPANISH, BRAZILIAN PORTUGUESE)	IBM Growth through Partner Reseller				\$0.00
440V31	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 2 (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller				\$0.00
440V32	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK (INDONESIA)	IBM Growth through Partner Reseller				\$0.00
440V33	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 3 (POLSK, PORTUGUESE, RUSSIAN, TURKISH)	IBM Growth through Partner Reseller				\$0.00
440V34	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 8.5.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 4 (ARABIC, GREEK, HEBREW, HUNGARIAN, SLOVAKIAN, SLOVENIAN)	IBM Growth through Partner Reseller				\$0.00
440V35	IBM LOTUS CONNECTOR FOR SAP SOLUTIONS PROCESSOR DAY 00000 TEMPORARY USE CHANGE	IBM Growth through Partner Reseller				\$0.00
440V36	IBM LOTUS ENTERPRISE INTEGRATOR PROCESSOR DAY 00000 TEMPORARY USE CHANGE	IBM Growth through Partner Reseller				\$0.00
440V37	IBM LOTUS CONNECTOR FOR SAP SOLUTIONS PROCESSOR VALUE UNIT (PA) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller				\$0.00
440V38	IBM LOTUS ENTERPRISE INTEGRATOR PROCESSOR VALUE UNIT (PA) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller				\$0.00
440V39	IBM LOTUS ENTERPRISE INTEGRATOR PROCESSOR VALUE UNIT (PA) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller				\$0.00
440V40	IBM LOTUS ENTERPRISE INTEGRATOR PROCESSOR VALUE UNIT (PA) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller				\$0.00
440V41	IBM LOTUS CONNECTOR FOR SAP SOLUTIONS PROCESSOR VALUE UNIT (PA) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller				\$0.00
440V42	IBM LOTUS ENTERPRISE INTEGRATOR PROCESSOR VALUE UNIT (PA) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller				\$0.00
440V43	IBM LOTUS ENTERPRISE INTEGRATOR FOR MULTIPLATFORMS VERSION 8.5.6 ENGLISH CD ROM MEDIA PACK	IBM Growth through Partner Reseller				\$0.00

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97.000	97.000	kg	97.000	97.000
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99.000	99.000	kg	99.000	99.000
100.000	100.000	kg	100.000	100.000

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
62.000	62.000	m	62.000	62.000
63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	4.000
3.000	3.000	m	3.000	9.000
4.000	4.000	m	4.000	16.000
5.000	5.000	m	5.000	25.000
6.000	6.000	m	6.000	36.000
7.000	7.000	m	7.000	49.000
8.000	8.000	m	8.000	64.000
9.000	9.000	m	9.000	81.000
10.000	10.000	m	10.000	100.000
11.000	11.000	m	11.000	121.000
12.000	12.000	m	12.000	144.000
13.000	13.000	m	13.000	169.000
14.000	14.000	m	14.000	196.000
15.000	15.000	m	15.000	225.000
16.000	16.000	m	16.000	256.000
17.000	17.000	m	17.000	289.000
18.000	18.000	m	18.000	324.000
19.000	19.000	m	19.000	361.000
20.000	20.000	m	20.000	400.000
21.000	21.000	m	21.000	441.000
22.000	22.000	m	22.000	484.000
23.000	23.000	m	23.000	529.000
24.000	24.000	m	24.000	576.000
25.000	25.000	m	25.000	625.000
26.000	26.000	m	26.000	676.000
27.000	27.000	m	27.000	729.000
28.000	28.000	m	28.000	784.000
29.000	29.000	m	29.000	841.000
30.000	30.000	m	30.000	900.000
31.000	31.000	m	31.000	961.000
32.000	32.000	m	32.000	1.024.000
33.000	33.000	m	33.000	1.089.000
34.000	34.000	m	34.000	1.156.000
35.000	35.000	m	35.000	1.225.000
36.000	36.000	m	36.000	1.296.000
37.000	37.000	m	37.000	1.369.000
38.000	38.000	m	38.000	1.444.000
39.000	39.000	m	39.000	1.521.000
40.000	40.000	m	40.000	1.600.000
41.000	41.000	m	41.000	1.681.000
42.000	42.000	m	42.000	1.764.000
43.000	43.000	m	43.000	1.849.000
44.000	44.000	m	44.000	1.936.000
45.000	45.000	m	45.000	2.025.000
46.000	46.000	m	46.000	2.116.000
47.000	47.000	m	47.000	2.209.000
48.000	48.000	m	48.000	2.304.000
49.000	49.000	m	49.000	2.401.000
50.000	50.000	m	50.000	2.500.000
51.000	51.000	m	51.000	2.601.000
52.000	52.000	m	52.000	2.704.000
53.000	53.000	m	53.000	2.809.000
54.000	54.000	m	54.000	2.916.000
55.000	55.000	m	55.000	3.025.000
56.000	56.000	m	56.000	3.136.000
57.000	57.000	m	57.000	3.249.000
58.000	58.000	m	58.000	3.364.000
59.000	59.000	m	59.000	3.481.000
60.000	60.000	m	60.000	3.600.000
61.000	61.000	m	61.000	3.721.000
62.000	62.000	m	62.000	3.844.000
63.000	63.000	m	63.000	3.969.000
64.000	64.000	m	64.000	4.096.000
65.000	65.000	m	65.000	4.225.000
66.000	66.000	m	66.000	4.356.000
67.000	67.000	m	67.000	4.489.000
68.000	68.000	m	68.000	4.624.000
69.000	69.000	m	69.000	4.761.000
70.000	70.000	m	70.000	4.900.000
71.000	71.000	m	71.000	5.041.000
72.000	72.000	m	72.000	5.184.000
73.000	73.000	m	73.000	5.329.000
74.000	74.000	m	74.000	5.476.000
75.000	75.000	m	75.000	5.625.000
76.000	76.000	m	76.000	5.776.000
77.000	77.000	m	77.000	5.929.000
78.000	78.000	m	78.000	6.084.000
79.000	79.000	m	79.000	6.241.000
80.000	80.000	m	80.000	6.400.000
81.000	81.000	m	81.000	6.561.000
82.000	82.000	m	82.000	6.724.000
83.000	83.000	m	83.000	6.889.000
84.000	84.000	m	84.000	7.056.000
85.000	85.000	m	85.000	7.225.000
86.000	86.000	m	86.000	7.396.000
87.000	87.000	m	87.000	7.569.000
88.000	88.000	m	88.000	7.744.000
89.000	89.000	m	89.000	7.921.000
90.000	90.000	m	90.000	8.100.000
91.000	91.000	m	91.000	8.281.000
92.000	92.000	m	92.000	8.464.000
93.000	93.000	m	93.000	8.649.000
94.000	94.000	m	94.000	8.836.000
95.000	95.000	m	95.000	9.025.000
96.000	96.000	m	96.000	9.216.000
97.000	97.000	m	97.000	9.409.000
98.000	98.000	m	98.000	9.604.000
99.000	99.000	m	99.000	9.801.000
100.000	100.000	m	100.000	10.000.000

Item	Quantity	Unit	Price	Total
1.000	1.000	kg	1.000	1.000
2.000	2.000	kg	2.000	2.000
3.000	3.000	kg	3.000	3.000
4.000	4.000	kg	4.000	4.000
5.000	5.000	kg	5.000	5.000
6.000	6.000	kg	6.000	6.000
7.000	7.000	kg	7.000	7.000
8.000	8.000	kg	8.000	8.000
9.000	9.000	kg	9.000	9.000
10.000	10.000	kg	10.000	10.000
11.000	11.000	kg	11.000	11.000
12.000	12.000	kg	12.000	12.000
13.000	13.000	kg	13.000	13.000
14.000	14.000	kg	14.000	14.000
15.000	15.000	kg	15.000	15.000
16.000	16.000	kg	16.000	16.000
17.000	17.000	kg	17.000	17.000
18.000	18.000	kg	18.000	18.000
19.000	19.000	kg	19.000	19.000
20.000	20.000	kg	20.000	20.000
21.000	21.000	kg	21.000	21.000
22.000	22.000	kg	22.000	22.000
23.000	23.000	kg	23.000	23.000
24.000	24.000	kg	24.000	24.000
25.000	25.000	kg	25.000	25.000
26.000	26.000	kg	26.000	26.000
27.000	27.000	kg	27.000	27.000
28.000	28.000	kg	28.000	28.000
29.000	29.000	kg	29.000	29.000
30.000	30.000	kg	30.000	30.000
31.000	31.000	kg	31.000	31.000
32.000	32.000	kg	32.000	32.000
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34.000	34.000	kg	34.000	34.000
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37.000	37.000	kg	37.000	37.000
38.000	38.000	kg	38.000	38.000
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40.000	40.000	kg	40.000	40.000
41.000	41.000	kg	41.000	41.000
42.000	42.000	kg	42.000	42.000
43.000	43.000	kg	43.000	43.000
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98.000	98.000	kg	98.000	98.000
99.000	99.000	kg	99.000	99.000
100.000	100.000	kg	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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Item	Quantity	Unit	Price	Total
1.000	1.000	kg	1.000	1.000
2.000	2.000	kg	2.000	2.000
3.000	3.000	kg	3.000	3.000
4.000	4.000	kg	4.000	4.000
5.000	5.000	kg	5.000	5.000
6.000	6.000	kg	6.000	6.000
7.000	7.000	kg	7.000	7.000
8.000	8.000	kg	8.000	8.000
9.000	9.000	kg	9.000	9.000
10.000	10.000	kg	10.000	10.000
11.000	11.000	kg	11.000	11.000
12.000	12.000	kg	12.000	12.000
13.000	13.000	kg	13.000	13.000
14.000	14.000	kg	14.000	14.000
15.000	15.000	kg	15.000	15.000
16.000	16.000	kg	16.000	16.000
17.000	17.000	kg	17.000	17.000
18.000	18.000	kg	18.000	18.000
19.000	19.000	kg	19.000	19.000
20.000	20.000	kg	20.000	20.000
21.000	21.000	kg	21.000	21.000
22.000	22.000	kg	22.000	22.000
23.000	23.000	kg	23.000	23.000
24.000	24.000	kg	24.000	24.000
25.000	25.000	kg	25.000	25.000
26.000	26.000	kg	26.000	26.000
27.000	27.000	kg	27.000	27.000
28.000	28.000	kg	28.000	28.000
29.000	29.000	kg	29.000	29.000
30.000	30.000	kg	30.000	30.000
31.000	31.000	kg	31.000	31.000
32.000	32.000	kg	32.000	32.000
33.000	33.000	kg	33.000	33.000
34.000	34.000	kg	34.000	34.000
35.000	35.000	kg	35.000	35.000
36.000	36.000	kg	36.000	36.000
37.000	37.000	kg	37.000	37.000
38.000	38.000	kg	38.000	38.000
39.000	39.000	kg	39.000	39.000
40.000	40.000	kg	40.000	40.000
41.000	41.000	kg	41.000	41.000
42.000	42.000	kg	42.000	42.000
43.000	43.000	kg	43.000	43.000
44.000	44.000	kg	44.000	44.000
45.000	45.000	kg	45.000	45.000
46.000	46.000	kg	46.000	46.000
47.000	47.000	kg	47.000	47.000
48.000	48.000	kg	48.000	48.000
49.000	49.000	kg	49.000	49.000
50.000	50.000	kg	50.000	50.000
51.000	51.000	kg	51.000	51.000
52.000	52.000	kg	52.000	52.000
53.000	53.000	kg	53.000	53.000
54.000	54.000	kg	54.000	54.000
55.000	55.000	kg	55.000	55.000
56.000	56.000	kg	56.000	56.000
57.000	57.000	kg	57.000	57.000
58.000	58.000	kg	58.000	58.000
59.000	59.000	kg	59.000	59.000
60.000	60.000	kg	60.000	60.000
61.000	61.000	kg	61.000	61.000
62.000	62.000	kg	62.000	62.000
63.000	63.000	kg	63.000	63.000
64.000	64.000	kg	64.000	64.000
65.000	65.000	kg	65.000	65.000
66.000	66.000	kg	66.000	66.000
67.000	67.000	kg	67.000	67.000
68.000	68.000	kg	68.000	68.000
69.000	69.000	kg	69.000	69.000
70.000	70.000	kg	70.000	70.000
71.000	71.000	kg	71.000	71.000
72.000	72.000	kg	72.000	72.000
73.000	73.000	kg	73.000	73.000
74.000	74.000	kg	74.000	74.000
75.000	75.000	kg	75.000	75.000
76.000	76.000	kg	76.000	76.000
77.000	77.000	kg	77.000	77.000
78.000	78.000	kg	78.000	78.000
79.000	79.000	kg	79.000	79.000
80.000	80.000	kg	80.000	80.000
81.000	81.000	kg	81.000	81.000
82.000	82.000	kg	82.000	82.000
83.000	83.000	kg	83.000	83.000
84.000	84.000	kg	84.000	84.000
85.000	85.000	kg	85.000	85.000
86.000	86.000	kg	86.000	86.000
87.000	87.000	kg	87.000	87.000
88.000	88.000	kg	88.000	88.000
89.000	89.000	kg	89.000	89.000
90.000	90.000	kg	90.000	90.000
91.000	91.000	kg	91.000	91.000
92.000	92.000	kg	92.000	92.000
93.000	93.000	kg	93.000	93.000
94.000	94.000	kg	94.000	94.000
95.000	95.000	kg	95.000	95.000
96.000	96.000	kg	96.000	96.000
97.000	97.000	kg	97.000	97.000
98.000	98.000	kg	98.000	98.000
99.000	99.000	kg	99.000	99.000
100.000	100.000	kg	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	4.000
3.000	3.000	m	3.000	9.000
4.000	4.000	m	4.000	16.000
5.000	5.000	m	5.000	25.000
6.000	6.000	m	6.000	36.000
7.000	7.000	m	7.000	49.000
8.000	8.000	m	8.000	64.000
9.000	9.000	m	9.000	81.000
10.000	10.000	m	10.000	100.000
11.000	11.000	m	11.000	121.000
12.000	12.000	m	12.000	144.000
13.000	13.000	m	13.000	169.000
14.000	14.000	m	14.000	196.000
15.000	15.000	m	15.000	225.000
16.000	16.000	m	16.000	256.000
17.000	17.000	m	17.000	289.000
18.000	18.000	m	18.000	324.000
19.000	19.000	m	19.000	361.000
20.000	20.000	m	20.000	400.000
21.000	21.000	m	21.000	441.000
22.000	22.000	m	22.000	484.000
23.000	23.000	m	23.000	529.000
24.000	24.000	m	24.000	576.000
25.000	25.000	m	25.000	625.000
26.000	26.000	m	26.000	676.000
27.000	27.000	m	27.000	729.000
28.000	28.000	m	28.000	784.000
29.000	29.000	m	29.000	841.000
30.000	30.000	m	30.000	900.000
31.000	31.000	m	31.000	961.000
32.000	32.000	m	32.000	1.024.000
33.000	33.000	m	33.000	1.089.000
34.000	34.000	m	34.000	1.156.000
35.000	35.000	m	35.000	1.225.000
36.000	36.000	m	36.000	1.296.000
37.000	37.000	m	37.000	1.369.000
38.000	38.000	m	38.000	1.444.000
39.000	39.000	m	39.000	1.521.000
40.000	40.000	m	40.000	1.600.000
41.000	41.000	m	41.000	1.681.000
42.000	42.000	m	42.000	1.764.000
43.000	43.000	m	43.000	1.849.000
44.000	44.000	m	44.000	1.936.000
45.000	45.000	m	45.000	2.025.000
46.000	46.000	m	46.000	2.116.000
47.000	47.000	m	47.000	2.209.000
48.000	48.000	m	48.000	2.304.000
49.000	49.000	m	49.000	2.401.000
50.000	50.000	m	50.000	2.500.000
51.000	51.000	m	51.000	2.601.000
52.000	52.000	m	52.000	2.704.000
53.000	53.000	m	53.000	2.809.000
54.000	54.000	m	54.000	2.916.000
55.000	55.000	m	55.000	3.025.000
56.000	56.000	m	56.000	3.136.000
57.000	57.000	m	57.000	3.249.000
58.000	58.000	m	58.000	3.364.000
59.000	59.000	m	59.000	3.481.000
60.000	60.000	m	60.000	3.600.000
61.000	61.000	m	61.000	3.721.000
62.000	62.000	m	62.000	3.844.000
63.000	63.000	m	63.000	3.969.000
64.000	64.000	m	64.000	4.096.000
65.000	65.000	m	65.000	4.225.000
66.000	66.000	m	66.000	4.356.000
67.000	67.000	m	67.000	4.489.000
68.000	68.000	m	68.000	4.624.000
69.000	69.000	m	69.000	4.761.000
70.000	70.000	m	70.000	4.900.000
71.000	71.000	m	71.000	5.041.000
72.000	72.000	m	72.000	5.184.000
73.000	73.000	m	73.000	5.329.000
74.000	74.000	m	74.000	5.476.000
75.000	75.000	m	75.000	5.625.000
76.000	76.000	m	76.000	5.776.000
77.000	77.000	m	77.000	5.929.000
78.000	78.000	m	78.000	6.084.000
79.000	79.000	m	79.000	6.241.000
80.000	80.000	m	80.000	6.400.000
81.000	81.000	m	81.000	6.561.000
82.000	82.000	m	82.000	6.724.000
83.000	83.000	m	83.000	6.889.000
84.000	84.000	m	84.000	7.056.000
85.000	85.000	m	85.000	7.225.000
86.000	86.000	m	86.000	7.396.000
87.000	87.000	m	87.000	7.569.000
88.000	88.000	m	88.000	7.744.000
89.000	89.000	m	89.000	7.921.000
90.000	90.000	m	90.000	8.100.000
91.000	91.000	m	91.000	8.281.000
92.000	92.000	m	92.000	8.464.000
93.000	93.000	m	93.000	8.649.000
94.000	94.000	m	94.000	8.836.000
95.000	95.000	m	95.000	9.025.000
96.000	96.000	m	96.000	9.216.000
97.000	97.000	m	97.000	9.409.000
98.000	98.000	m	98.000	9.604.000
99.000	99.000	m	99.000	9.801.000
100.000	100.000	m	100.000	10.000.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
62.000	62.000	m	62.000	62.000
63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
62.000	62.000	m	62.000	62.000
63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
62.000	62.000	m	62.000	62.000
63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
62.000	62.000	m	62.000	62.000
63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	4.000
3.000	3.000	m	3.000	9.000
4.000	4.000	m	4.000	16.000
5.000	5.000	m	5.000	25.000
6.000	6.000	m	6.000	36.000
7.000	7.000	m	7.000	49.000
8.000	8.000	m	8.000	64.000
9.000	9.000	m	9.000	81.000
10.000	10.000	m	10.000	100.000
11.000	11.000	m	11.000	121.000
12.000	12.000	m	12.000	144.000
13.000	13.000	m	13.000	169.000
14.000	14.000	m	14.000	196.000
15.000	15.000	m	15.000	225.000
16.000	16.000	m	16.000	256.000
17.000	17.000	m	17.000	289.000
18.000	18.000	m	18.000	324.000
19.000	19.000	m	19.000	361.000
20.000	20.000	m	20.000	400.000
21.000	21.000	m	21.000	441.000
22.000	22.000	m	22.000	484.000
23.000	23.000	m	23.000	529.000
24.000	24.000	m	24.000	576.000
25.000	25.000	m	25.000	625.000
26.000	26.000	m	26.000	676.000
27.000	27.000	m	27.000	729.000
28.000	28.000	m	28.000	784.000
29.000	29.000	m	29.000	841.000
30.000	30.000	m	30.000	900.000
31.000	31.000	m	31.000	961.000
32.000	32.000	m	32.000	1.024.000
33.000	33.000	m	33.000	1.089.000
34.000	34.000	m	34.000	1.156.000
35.000	35.000	m	35.000	1.225.000
36.000	36.000	m	36.000	1.296.000
37.000	37.000	m	37.000	1.369.000
38.000	38.000	m	38.000	1.444.000
39.000	39.000	m	39.000	1.521.000
40.000	40.000	m	40.000	1.600.000
41.000	41.000	m	41.000	1.681.000
42.000	42.000	m	42.000	1.764.000
43.000	43.000	m	43.000	1.849.000
44.000	44.000	m	44.000	1.936.000
45.000	45.000	m	45.000	2.025.000
46.000	46.000	m	46.000	2.116.000
47.000	47.000	m	47.000	2.209.000
48.000	48.000	m	48.000	2.304.000
49.000	49.000	m	49.000	2.401.000
50.000	50.000	m	50.000	2.500.000
51.000	51.000	m	51.000	2.601.000
52.000	52.000	m	52.000	2.704.000
53.000	53.000	m	53.000	2.809.000
54.000	54.000	m	54.000	2.916.000
55.000	55.000	m	55.000	3.025.000
56.000	56.000	m	56.000	3.136.000
57.000	57.000	m	57.000	3.249.000
58.000	58.000	m	58.000	3.364.000
59.000	59.000	m	59.000	3.481.000
60.000	60.000	m	60.000	3.600.000
61.000	61.000	m	61.000	3.721.000
62.000	62.000	m	62.000	3.844.000
63.000	63.000	m	63.000	3.969.000
64.000	64.000	m	64.000	4.096.000
65.000	65.000	m	65.000	4.225.000
66.000	66.000	m	66.000	4.356.000
67.000	67.000	m	67.000	4.489.000
68.000	68.000	m	68.000	4.624.000
69.000	69.000	m	69.000	4.761.000
70.000	70.000	m	70.000	4.900.000
71.000	71.000	m	71.000	5.041.000
72.000	72.000	m	72.000	5.184.000
73.000	73.000	m	73.000	5.329.000
74.000	74.000	m	74.000	5.476.000
75.000	75.000	m	75.000	5.625.000
76.000	76.000	m	76.000	5.776.000
77.000	77.000	m	77.000	5.929.000
78.000	78.000	m	78.000	6.084.000
79.000	79.000	m	79.000	6.241.000
80.000	80.000	m	80.000	6.400.000
81.000	81.000	m	81.000	6.561.000
82.000	82.000	m	82.000	6.724.000
83.000	83.000	m	83.000	6.889.000
84.000	84.000	m	84.000	7.056.000
85.000	85.000	m	85.000	7.225.000
86.000	86.000	m	86.000	7.396.000
87.000	87.000	m	87.000	7.569.000
88.000	88.000	m	88.000	7.744.000
89.000	89.000	m	89.000	7.921.000
90.000	90.000	m	90.000	8.100.000
91.000	91.000	m	91.000	8.281.000
92.000	92.000	m	92.000	8.464.000
93.000	93.000	m	93.000	8.649.000
94.000	94.000	m	94.000	8.836.000
95.000	95.000	m	95.000	9.025.000
96.000	96.000	m	96.000	9.216.000
97.000	97.000	m	97.000	9.409.000
98.000	98.000	m	98.000	9.604.000
99.000	99.000	m	99.000	9.801.000
100.000	100.000	m	100.000	10.000.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
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63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	kg	1.000	1.000
2.000	2.000	kg	2.000	2.000
3.000	3.000	kg	3.000	3.000
4.000	4.000	kg	4.000	4.000
5.000	5.000	kg	5.000	5.000
6.000	6.000	kg	6.000	6.000
7.000	7.000	kg	7.000	7.000
8.000	8.000	kg	8.000	8.000
9.000	9.000	kg	9.000	9.000
10.000	10.000	kg	10.000	10.000
11.000	11.000	kg	11.000	11.000
12.000	12.000	kg	12.000	12.000
13.000	13.000	kg	13.000	13.000
14.000	14.000	kg	14.000	14.000
15.000	15.000	kg	15.000	15.000
16.000	16.000	kg	16.000	16.000
17.000	17.000	kg	17.000	17.000
18.000	18.000	kg	18.000	18.000
19.000	19.000	kg	19.000	19.000
20.000	20.000	kg	20.000	20.000
21.000	21.000	kg	21.000	21.000
22.000	22.000	kg	22.000	22.000
23.000	23.000	kg	23.000	23.000
24.000	24.000	kg	24.000	24.000
25.000	25.000	kg	25.000	25.000
26.000	26.000	kg	26.000	26.000
27.000	27.000	kg	27.000	27.000
28.000	28.000	kg	28.000	28.000
29.000	29.000	kg	29.000	29.000
30.000	30.000	kg	30.000	30.000
31.000	31.000	kg	31.000	31.000
32.000	32.000	kg	32.000	32.000
33.000	33.000	kg	33.000	33.000
34.000	34.000	kg	34.000	34.000
35.000	35.000	kg	35.000	35.000
36.000	36.000	kg	36.000	36.000
37.000	37.000	kg	37.000	37.000
38.000	38.000	kg	38.000	38.000
39.000	39.000	kg	39.000	39.000
40.000	40.000	kg	40.000	40.000
41.000	41.000	kg	41.000	41.000
42.000	42.000	kg	42.000	42.000
43.000	43.000	kg	43.000	43.000
44.000	44.000	kg	44.000	44.000
45.000	45.000	kg	45.000	45.000
46.000	46.000	kg	46.000	46.000
47.000	47.000	kg	47.000	47.000
48.000	48.000	kg	48.000	48.000
49.000	49.000	kg	49.000	49.000
50.000	50.000	kg	50.000	50.000
51.000	51.000	kg	51.000	51.000
52.000	52.000	kg	52.000	52.000
53.000	53.000	kg	53.000	53.000
54.000	54.000	kg	54.000	54.000
55.000	55.000	kg	55.000	55.000
56.000	56.000	kg	56.000	56.000
57.000	57.000	kg	57.000	57.000
58.000	58.000	kg	58.000	58.000
59.000	59.000	kg	59.000	59.000
60.000	60.000	kg	60.000	60.000
61.000	61.000	kg	61.000	61.000
62.000	62.000	kg	62.000	62.000
63.000	63.000	kg	63.000	63.000
64.000	64.000	kg	64.000	64.000
65.000	65.000	kg	65.000	65.000
66.000	66.000	kg	66.000	66.000
67.000	67.000	kg	67.000	67.000
68.000	68.000	kg	68.000	68.000
69.000	69.000	kg	69.000	69.000
70.000	70.000	kg	70.000	70.000
71.000	71.000	kg	71.000	71.000
72.000	72.000	kg	72.000	72.000
73.000	73.000	kg	73.000	73.000
74.000	74.000	kg	74.000	74.000
75.000	75.000	kg	75.000	75.000
76.000	76.000	kg	76.000	76.000
77.000	77.000	kg	77.000	77.000
78.000	78.000	kg	78.000	78.000
79.000	79.000	kg	79.000	79.000
80.000	80.000	kg	80.000	80.000
81.000	81.000	kg	81.000	81.000
82.000	82.000	kg	82.000	82.000
83.000	83.000	kg	83.000	83.000
84.000	84.000	kg	84.000	84.000
85.000	85.000	kg	85.000	85.000
86.000	86.000	kg	86.000	86.000
87.000	87.000	kg	87.000	87.000
88.000	88.000	kg	88.000	88.000
89.000	89.000	kg	89.000	89.000
90.000	90.000	kg	90.000	90.000
91.000	91.000	kg	91.000	91.000
92.000	92.000	kg	92.000	92.000
93.000	93.000	kg	93.000	93.000
94.000	94.000	kg	94.000	94.000
95.000	95.000	kg	95.000	95.000
96.000	96.000	kg	96.000	96.000
97.000	97.000	kg	97.000	97.000
98.000	98.000	kg	98.000	98.000
99.000	99.000	kg	99.000	99.000
100.000	100.000	kg	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	4.000
3.000	3.000	m	3.000	9.000
4.000	4.000	m	4.000	16.000
5.000	5.000	m	5.000	25.000
6.000	6.000	m	6.000	36.000
7.000	7.000	m	7.000	49.000
8.000	8.000	m	8.000	64.000
9.000	9.000	m	9.000	81.000
10.000	10.000	m	10.000	100.000
11.000	11.000	m	11.000	121.000
12.000	12.000	m	12.000	144.000
13.000	13.000	m	13.000	169.000
14.000	14.000	m	14.000	196.000
15.000	15.000	m	15.000	225.000
16.000	16.000	m	16.000	256.000
17.000	17.000	m	17.000	289.000
18.000	18.000	m	18.000	324.000
19.000	19.000	m	19.000	361.000
20.000	20.000	m	20.000	400.000
21.000	21.000	m	21.000	441.000
22.000	22.000	m	22.000	484.000
23.000	23.000	m	23.000	529.000
24.000	24.000	m	24.000	576.000
25.000	25.000	m	25.000	625.000
26.000	26.000	m	26.000	676.000
27.000	27.000	m	27.000	729.000
28.000	28.000	m	28.000	784.000
29.000	29.000	m	29.000	841.000
30.000	30.000	m	30.000	900.000
31.000	31.000	m	31.000	961.000
32.000	32.000	m	32.000	1.024.000
33.000	33.000	m	33.000	1.089.000
34.000	34.000	m	34.000	1.156.000
35.000	35.000	m	35.000	1.225.000
36.000	36.000	m	36.000	1.296.000
37.000	37.000	m	37.000	1.369.000
38.000	38.000	m	38.000	1.444.000
39.000	39.000	m	39.000	1.521.000
40.000	40.000	m	40.000	1.600.000
41.000	41.000	m	41.000	1.681.000
42.000	42.000	m	42.000	1.764.000
43.000	43.000	m	43.000	1.849.000
44.000	44.000	m	44.000	1.936.000
45.000	45.000	m	45.000	2.025.000
46.000	46.000	m	46.000	2.116.000
47.000	47.000	m	47.000	2.209.000
48.000	48.000	m	48.000	2.304.000
49.000	49.000	m	49.000	2.401.000
50.000	50.000	m	50.000	2.500.000
51.000	51.000	m	51.000	2.601.000
52.000	52.000	m	52.000	2.704.000
53.000	53.000	m	53.000	2.809.000
54.000	54.000	m	54.000	2.916.000
55.000	55.000	m	55.000	3.025.000
56.000	56.000	m	56.000	3.136.000
57.000	57.000	m	57.000	3.249.000
58.000	58.000	m	58.000	3.364.000
59.000	59.000	m	59.000	3.481.000
60.000	60.000	m	60.000	3.600.000
61.000	61.000	m	61.000	3.721.000
62.000	62.000	m	62.000	3.844.000
63.000	63.000	m	63.000	3.969.000
64.000	64.000	m	64.000	4.096.000
65.000	65.000	m	65.000	4.225.000
66.000	66.000	m	66.000	4.356.000
67.000	67.000	m	67.000	4.489.000
68.000	68.000	m	68.000	4.624.000
69.000	69.000	m	69.000	4.761.000
70.000	70.000	m	70.000	4.900.000
71.000	71.000	m	71.000	5.041.000
72.000	72.000	m	72.000	5.184.000
73.000	73.000	m	73.000	5.329.000
74.000	74.000	m	74.000	5.476.000
75.000	75.000	m	75.000	5.625.000
76.000	76.000	m	76.000	5.776.000
77.000	77.000	m	77.000	5.929.000
78.000	78.000	m	78.000	6.084.000
79.000	79.000	m	79.000	6.241.000
80.000	80.000	m	80.000	6.400.000
81.000	81.000	m	81.000	6.561.000
82.000	82.000	m	82.000	6.724.000
83.000	83.000	m	83.000	6.889.000
84.000	84.000	m	84.000	7.056.000
85.000	85.000	m	85.000	7.225.000
86.000	86.000	m	86.000	7.396.000
87.000	87.000	m	87.000	7.569.000
88.000	88.000	m	88.000	7.744.000
89.000	89.000	m	89.000	7.921.000
90.000	90.000	m	90.000	8.100.000
91.000	91.000	m	91.000	8.281.000
92.000	92.000	m	92.000	8.464.000
93.000	93.000	m	93.000	8.649.000
94.000	94.000	m	94.000	8.836.000
95.000	95.000	m	95.000	9.025.000
96.000	96.000	m	96.000	9.216.000
97.000	97.000	m	97.000	9.409.000
98.000	98.000	m	98.000	9.604.000
99.000	99.000	m	99.000	9.801.000
100.000	100.000	m	100.000	10.000.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
62.000	62.000	m	62.000	62.000
63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	4.000
3.000	3.000	m	3.000	9.000
4.000	4.000	m	4.000	16.000
5.000	5.000	m	5.000	25.000
6.000	6.000	m	6.000	36.000
7.000	7.000	m	7.000	49.000
8.000	8.000	m	8.000	64.000
9.000	9.000	m	9.000	81.000
10.000	10.000	m	10.000	100.000
11.000	11.000	m	11.000	121.000
12.000	12.000	m	12.000	144.000
13.000	13.000	m	13.000	169.000
14.000	14.000	m	14.000	196.000
15.000	15.000	m	15.000	225.000
16.000	16.000	m	16.000	256.000
17.000	17.000	m	17.000	289.000
18.000	18.000	m	18.000	324.000
19.000	19.000	m	19.000	361.000
20.000	20.000	m	20.000	400.000
21.000	21.000	m	21.000	441.000
22.000	22.000	m	22.000	484.000
23.000	23.000	m	23.000	529.000
24.000	24.000	m	24.000	576.000
25.000	25.000	m	25.000	625.000
26.000	26.000	m	26.000	676.000
27.000	27.000	m	27.000	729.000
28.000	28.000	m	28.000	784.000
29.000	29.000	m	29.000	841.000
30.000	30.000	m	30.000	900.000
31.000	31.000	m	31.000	961.000
32.000	32.000	m	32.000	1.024.000
33.000	33.000	m	33.000	1.089.000
34.000	34.000	m	34.000	1.156.000
35.000	35.000	m	35.000	1.225.000
36.000	36.000	m	36.000	1.296.000
37.000	37.000	m	37.000	1.369.000
38.000	38.000	m	38.000	1.444.000
39.000	39.000	m	39.000	1.521.000
40.000	40.000	m	40.000	1.600.000
41.000	41.000	m	41.000	1.681.000
42.000	42.000	m	42.000	1.764.000
43.000	43.000	m	43.000	1.849.000
44.000	44.000	m	44.000	1.936.000
45.000	45.000	m	45.000	2.025.000
46.000	46.000	m	46.000	2.116.000
47.000	47.000	m	47.000	2.209.000
48.000	48.000	m	48.000	2.304.000
49.000	49.000	m	49.000	2.401.000
50.000	50.000	m	50.000	2.500.000
51.000	51.000	m	51.000	2.601.000
52.000	52.000	m	52.000	2.704.000
53.000	53.000	m	53.000	2.809.000
54.000	54.000	m	54.000	2.916.000
55.000	55.000	m	55.000	3.025.000
56.000	56.000	m	56.000	3.136.000
57.000	57.000	m	57.000	3.249.000
58.000	58.000	m	58.000	3.364.000
59.000	59.000	m	59.000	3.481.000
60.000	60.000	m	60.000	3.600.000
61.000	61.000	m	61.000	3.721.000
62.000	62.000	m	62.000	3.844.000
63.000	63.000	m	63.000	3.969.000
64.000	64.000	m	64.000	4.096.000
65.000	65.000	m	65.000	4.225.000
66.000	66.000	m	66.000	4.356.000
67.000	67.000	m	67.000	4.489.000
68.000	68.000	m	68.000	4.624.000
69.000	69.000	m	69.000	4.761.000
70.000	70.000	m	70.000	4.900.000
71.000	71.000	m	71.000	5.041.000
72.000	72.000	m	72.000	5.184.000
73.000	73.000	m	73.000	5.329.000
74.000	74.000	m	74.000	5.476.000
75.000	75.000	m	75.000	5.625.000
76.000	76.000	m	76.000	5.776.000
77.000	77.000	m	77.000	5.929.000
78.000	78.000	m	78.000	6.084.000
79.000	79.000	m	79.000	6.241.000
80.000	80.000	m	80.000	6.400.000
81.000	81.000	m	81.000	6.561.000
82.000	82.000	m	82.000	6.724.000
83.000	83.000	m	83.000	6.889.000
84.000	84.000	m	84.000	7.056.000
85.000	85.000	m	85.000	7.225.000
86.000	86.000	m	86.000	7.396.000
87.000	87.000	m	87.000	7.569.000
88.000	88.000	m	88.000	7.744.000
89.000	89.000	m	89.000	7.921.000
90.000	90.000	m	90.000	8.100.000
91.000	91.000	m	91.000	8.281.000
92.000	92.000	m	92.000	8.464.000
93.000	93.000	m	93.000	8.649.000
94.000	94.000	m	94.000	8.836.000
95.000	95.000	m	95.000	9.025.000
96.000	96.000	m	96.000	9.216.000
97.000	97.000	m	97.000	9.409.000
98.000	98.000	m	98.000	9.604.000
99.000	99.000	m	99.000	9.801.000
100.000	100.000	m	100.000	10.000.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
62.000	62.000	m	62.000	62.000
63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	kg	1.000	1.000
2.000	2.000	kg	2.000	2.000
3.000	3.000	kg	3.000	3.000
4.000	4.000	kg	4.000	4.000
5.000	5.000	kg	5.000	5.000
6.000	6.000	kg	6.000	6.000
7.000	7.000	kg	7.000	7.000
8.000	8.000	kg	8.000	8.000
9.000	9.000	kg	9.000	9.000
10.000	10.000	kg	10.000	10.000
11.000	11.000	kg	11.000	11.000
12.000	12.000	kg	12.000	12.000
13.000	13.000	kg	13.000	13.000
14.000	14.000	kg	14.000	14.000
15.000	15.000	kg	15.000	15.000
16.000	16.000	kg	16.000	16.000
17.000	17.000	kg	17.000	17.000
18.000	18.000	kg	18.000	18.000
19.000	19.000	kg	19.000	19.000
20.000	20.000	kg	20.000	20.000
21.000	21.000	kg	21.000	21.000
22.000	22.000	kg	22.000	22.000
23.000	23.000	kg	23.000	23.000
24.000	24.000	kg	24.000	24.000
25.000	25.000	kg	25.000	25.000
26.000	26.000	kg	26.000	26.000
27.000	27.000	kg	27.000	27.000
28.000	28.000	kg	28.000	28.000
29.000	29.000	kg	29.000	29.000
30.000	30.000	kg	30.000	30.000
31.000	31.000	kg	31.000	31.000
32.000	32.000	kg	32.000	32.000
33.000	33.000	kg	33.000	33.000
34.000	34.000	kg	34.000	34.000
35.000	35.000	kg	35.000	35.000
36.000	36.000	kg	36.000	36.000
37.000	37.000	kg	37.000	37.000
38.000	38.000	kg	38.000	38.000
39.000	39.000	kg	39.000	39.000
40.000	40.000	kg	40.000	40.000
41.000	41.000	kg	41.000	41.000
42.000	42.000	kg	42.000	42.000
43.000	43.000	kg	43.000	43.000
44.000	44.000	kg	44.000	44.000
45.000	45.000	kg	45.000	45.000
46.000	46.000	kg	46.000	46.000
47.000	47.000	kg	47.000	47.000
48.000	48.000	kg	48.000	48.000
49.000	49.000	kg	49.000	49.000
50.000	50.000	kg	50.000	50.000
51.000	51.000	kg	51.000	51.000
52.000	52.000	kg	52.000	52.000
53.000	53.000	kg	53.000	53.000
54.000	54.000	kg	54.000	54.000
55.000	55.000	kg	55.000	55.000
56.000	56.000	kg	56.000	56.000
57.000	57.000	kg	57.000	57.000
58.000	58.000	kg	58.000	58.000
59.000	59.000	kg	59.000	59.000
60.000	60.000	kg	60.000	60.000
61.000	61.000	kg	61.000	61.000
62.000	62.000	kg	62.000	62.000
63.000	63.000	kg	63.000	63.000
64.000	64.000	kg	64.000	64.000
65.000	65.000	kg	65.000	65.000
66.000	66.000	kg	66.000	66.000
67.000	67.000	kg	67.000	67.000
68.000	68.000	kg	68.000	68.000
69.000	69.000	kg	69.000	69.000
70.000	70.000	kg	70.000	70.000
71.000	71.000	kg	71.000	71.000
72.000	72.000	kg	72.000	72.000
73.000	73.000	kg	73.000	73.000
74.000	74.000	kg	74.000	74.000
75.000	75.000	kg	75.000	75.000
76.000	76.000	kg	76.000	76.000
77.000	77.000	kg	77.000	77.000
78.000	78.000	kg	78.000	78.000
79.000	79.000	kg	79.000	79.000
80.000	80.000	kg	80.000	80.000
81.000	81.000	kg	81.000	81.000
82.000	82.000	kg	82.000	82.000
83.000	83.000	kg	83.000	83.000
84.000	84.000	kg	84.000	84.000
85.000	85.000	kg	85.000	85.000
86.000	86.000	kg	86.000	86.000
87.000	87.000	kg	87.000	87.000
88.000	88.000	kg	88.000	88.000
89.000	89.000	kg	89.000	89.000
90.000	90.000	kg	90.000	90.000
91.000	91.000	kg	91.000	91.000
92.000	92.000	kg	92.000	92.000
93.000	93.000	kg	93.000	93.000
94.000	94.000	kg	94.000	94.000
95.000	95.000	kg	95.000	95.000
96.000	96.000	kg	96.000	96.000
97.000	97.000	kg	97.000	97.000
98.000	98.000	kg	98.000	98.000
99.000	99.000	kg	99.000	99.000
100.000	100.000	kg	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	kg	1.000	1.000
2.000	2.000	kg	2.000	2.000
3.000	3.000	kg	3.000	3.000
4.000	4.000	kg	4.000	4.000
5.000	5.000	kg	5.000	5.000
6.000	6.000	kg	6.000	6.000
7.000	7.000	kg	7.000	7.000
8.000	8.000	kg	8.000	8.000
9.000	9.000	kg	9.000	9.000
10.000	10.000	kg	10.000	10.000
11.000	11.000	kg	11.000	11.000
12.000	12.000	kg	12.000	12.000
13.000	13.000	kg	13.000	13.000
14.000	14.000	kg	14.000	14.000
15.000	15.000	kg	15.000	15.000
16.000	16.000	kg	16.000	16.000
17.000	17.000	kg	17.000	17.000
18.000	18.000	kg	18.000	18.000
19.000	19.000	kg	19.000	19.000
20.000	20.000	kg	20.000	20.000
21.000	21.000	kg	21.000	21.000
22.000	22.000	kg	22.000	22.000
23.000	23.000	kg	23.000	23.000
24.000	24.000	kg	24.000	24.000
25.000	25.000	kg	25.000	25.000
26.000	26.000	kg	26.000	26.000
27.000	27.000	kg	27.000	27.000
28.000	28.000	kg	28.000	28.000
29.000	29.000	kg	29.000	29.000
30.000	30.000	kg	30.000	30.000
31.000	31.000	kg	31.000	31.000
32.000	32.000	kg	32.000	32.000
33.000	33.000	kg	33.000	33.000
34.000	34.000	kg	34.000	34.000
35.000	35.000	kg	35.000	35.000
36.000	36.000	kg	36.000	36.000
37.000	37.000	kg	37.000	37.000
38.000	38.000	kg	38.000	38.000
39.000	39.000	kg	39.000	39.000
40.000	40.000	kg	40.000	40.000
41.000	41.000	kg	41.000	41.000
42.000	42.000	kg	42.000	42.000
43.000	43.000	kg	43.000	43.000
44.000	44.000	kg	44.000	44.000
45.000	45.000	kg	45.000	45.000
46.000	46.000	kg	46.000	46.000
47.000	47.000	kg	47.000	47.000
48.000	48.000	kg	48.000	48.000
49.000	49.000	kg	49.000	49.000
50.000	50.000	kg	50.000	50.000
51.000	51.000	kg	51.000	51.000
52.000	52.000	kg	52.000	52.000
53.000	53.000	kg	53.000	53.000
54.000	54.000	kg	54.000	54.000
55.000	55.000	kg	55.000	55.000
56.000	56.000	kg	56.000	56.000
57.000	57.000	kg	57.000	57.000
58.000	58.000	kg	58.000	58.000
59.000	59.000	kg	59.000	59.000
60.000	60.000	kg	60.000	60.000
61.000	61.000	kg	61.000	61.000
62.000	62.000	kg	62.000	62.000
63.000	63.000	kg	63.000	63.000
64.000	64.000	kg	64.000	64.000
65.000	65.000	kg	65.000	65.000
66.000	66.000	kg	66.000	66.000
67.000	67.000	kg	67.000	67.000
68.000	68.000	kg	68.000	68.000
69.000	69.000	kg	69.000	69.000
70.000	70.000	kg	70.000	70.000
71.000	71.000	kg	71.000	71.000
72.000	72.000	kg	72.000	72.000
73.000	73.000	kg	73.000	73.000
74.000	74.000	kg	74.000	74.000
75.000	75.000	kg	75.000	75.000
76.000	76.000	kg	76.000	76.000
77.000	77.000	kg	77.000	77.000
78.000	78.000	kg	78.000	78.000
79.000	79.000	kg	79.000	79.000
80.000	80.000	kg	80.000	80.000
81.000	81.000	kg	81.000	81.000
82.000	82.000	kg	82.000	82.000
83.000	83.000	kg	83.000	83.000
84.000	84.000	kg	84.000	84.000
85.000	85.000	kg	85.000	85.000
86.000	86.000	kg	86.000	86.000
87.000	87.000	kg	87.000	87.000
88.000	88.000	kg	88.000	88.000
89.000	89.000	kg	89.000	89.000
90.000	90.000	kg	90.000	90.000
91.000	91.000	kg	91.000	91.000
92.000	92.000	kg	92.000	92.000
93.000	93.000	kg	93.000	93.000
94.000	94.000	kg	94.000	94.000
95.000	95.000	kg	95.000	95.000
96.000	96.000	kg	96.000	96.000
97.000	97.000	kg	97.000	97.000
98.000	98.000	kg	98.000	98.000
99.000	99.000	kg	99.000	99.000
100.000	100.000	kg	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	2.000
3.000	3.000	m	3.000	3.000
4.000	4.000	m	4.000	4.000
5.000	5.000	m	5.000	5.000
6.000	6.000	m	6.000	6.000
7.000	7.000	m	7.000	7.000
8.000	8.000	m	8.000	8.000
9.000	9.000	m	9.000	9.000
10.000	10.000	m	10.000	10.000
11.000	11.000	m	11.000	11.000
12.000	12.000	m	12.000	12.000
13.000	13.000	m	13.000	13.000
14.000	14.000	m	14.000	14.000
15.000	15.000	m	15.000	15.000
16.000	16.000	m	16.000	16.000
17.000	17.000	m	17.000	17.000
18.000	18.000	m	18.000	18.000
19.000	19.000	m	19.000	19.000
20.000	20.000	m	20.000	20.000
21.000	21.000	m	21.000	21.000
22.000	22.000	m	22.000	22.000
23.000	23.000	m	23.000	23.000
24.000	24.000	m	24.000	24.000
25.000	25.000	m	25.000	25.000
26.000	26.000	m	26.000	26.000
27.000	27.000	m	27.000	27.000
28.000	28.000	m	28.000	28.000
29.000	29.000	m	29.000	29.000
30.000	30.000	m	30.000	30.000
31.000	31.000	m	31.000	31.000
32.000	32.000	m	32.000	32.000
33.000	33.000	m	33.000	33.000
34.000	34.000	m	34.000	34.000
35.000	35.000	m	35.000	35.000
36.000	36.000	m	36.000	36.000
37.000	37.000	m	37.000	37.000
38.000	38.000	m	38.000	38.000
39.000	39.000	m	39.000	39.000
40.000	40.000	m	40.000	40.000
41.000	41.000	m	41.000	41.000
42.000	42.000	m	42.000	42.000
43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
45.000	45.000	m	45.000	45.000
46.000	46.000	m	46.000	46.000
47.000	47.000	m	47.000	47.000
48.000	48.000	m	48.000	48.000
49.000	49.000	m	49.000	49.000
50.000	50.000	m	50.000	50.000
51.000	51.000	m	51.000	51.000
52.000	52.000	m	52.000	52.000
53.000	53.000	m	53.000	53.000
54.000	54.000	m	54.000	54.000
55.000	55.000	m	55.000	55.000
56.000	56.000	m	56.000	56.000
57.000	57.000	m	57.000	57.000
58.000	58.000	m	58.000	58.000
59.000	59.000	m	59.000	59.000
60.000	60.000	m	60.000	60.000
61.000	61.000	m	61.000	61.000
62.000	62.000	m	62.000	62.000
63.000	63.000	m	63.000	63.000
64.000	64.000	m	64.000	64.000
65.000	65.000	m	65.000	65.000
66.000	66.000	m	66.000	66.000
67.000	67.000	m	67.000	67.000
68.000	68.000	m	68.000	68.000
69.000	69.000	m	69.000	69.000
70.000	70.000	m	70.000	70.000
71.000	71.000	m	71.000	71.000
72.000	72.000	m	72.000	72.000
73.000	73.000	m	73.000	73.000
74.000	74.000	m	74.000	74.000
75.000	75.000	m	75.000	75.000
76.000	76.000	m	76.000	76.000
77.000	77.000	m	77.000	77.000
78.000	78.000	m	78.000	78.000
79.000	79.000	m	79.000	79.000
80.000	80.000	m	80.000	80.000
81.000	81.000	m	81.000	81.000
82.000	82.000	m	82.000	82.000
83.000	83.000	m	83.000	83.000
84.000	84.000	m	84.000	84.000
85.000	85.000	m	85.000	85.000
86.000	86.000	m	86.000	86.000
87.000	87.000	m	87.000	87.000
88.000	88.000	m	88.000	88.000
89.000	89.000	m	89.000	89.000
90.000	90.000	m	90.000	90.000
91.000	91.000	m	91.000	91.000
92.000	92.000	m	92.000	92.000
93.000	93.000	m	93.000	93.000
94.000	94.000	m	94.000	94.000
95.000	95.000	m	95.000	95.000
96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
98.000	98.000	m	98.000	98.000
99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
1.000	1.000	m	1.000	1.000
2.000	2.000	m	2.000	4.000
3.000	3.000	m	3.000	9.000
4.000	4.000	m	4.000	16.000
5.000	5.000	m	5.000	25.000
6.000	6.000	m	6.000	36.000
7.000	7.000	m	7.000	49.000
8.000	8.000	m	8.000	64.000
9.000	9.000	m	9.000	81.000
10.000	10.000	m	10.000	100.000
11.000	11.000	m	11.000	121.000
12.000	12.000	m	12.000	144.000
13.000	13.000	m	13.000	169.000
14.000	14.000	m	14.000	196.000
15.000	15.000	m	15.000	225.000
16.000	16.000	m	16.000	256.000
17.000	17.000	m	17.000	289.000
18.000	18.000	m	18.000	324.000
19.000	19.000	m	19.000	361.000
20.000	20.000	m	20.000	400.000
21.000	21.000	m	21.000	441.000
22.000	22.000	m	22.000	484.000
23.000	23.000	m	23.000	529.000
24.000	24.000	m	24.000	576.000
25.000	25.000	m	25.000	625.000
26.000	26.000	m	26.000	676.000
27.000	27.000	m	27.000	729.000
28.000	28.000	m	28.000	784.000
29.000	29.000	m	29.000	841.000
30.000	30.000	m	30.000	900.000
31.000	31.000	m	31.000	961.000
32.000	32.000	m	32.000	1.024.000
33.000	33.000	m	33.000	1.089.000
34.000	34.000	m	34.000	1.156.000
35.000	35.000	m	35.000	1.225.000
36.000	36.000	m	36.000	1.296.000
37.000	37.000	m	37.000	1.369.000
38.000	38.000	m	38.000	1.444.000
39.000	39.000	m	39.000	1.521.000
40.000	40.000	m	40.000	1.600.000
41.000	41.000	m	41.000	1.681.000
42.000	42.000	m	42.000	1.764.000
43.000	43.000	m	43.000	1.849.000
44.000	44.000	m	44.000	1.936.000
45.000	45.000	m	45.000	2.025.000
46.000	46.000	m	46.000	2.116.000
47.000	47.000	m	47.000	2.209.000
48.000	48.000	m	48.000	2.304.000
49.000	49.000	m	49.000	2.401.000
50.000	50.000	m	50.000	2.500.000
51.000	51.000	m	51.000	2.601.000
52.000	52.000	m	52.000	2.704.000
53.000	53.000	m	53.000	2.809.000
54.000	54.000	m	54.000	2.916.000
55.000	55.000	m	55.000	3.025.000
56.000	56.000	m	56.000	3.136.000
57.000	57.000	m	57.000	3.249.000
58.000	58.000	m	58.000	3.364.000
59.000	59.000	m	59.000	3.481.000
60.000	60.000	m	60.000	3.600.000
61.000	61.000	m	61.000	3.721.000
62.000	62.000	m	62.000	3.844.000
63.000	63.000	m	63.000	3.969.000
64.000	64.000	m	64.000	4.096.000
65.000	65.000	m	65.000	4.225.000
66.000	66.000	m	66.000	4.356.000
67.000	67.000	m	67.000	4.489.000
68.000	68.000	m	68.000	4.624.000
69.000	69.000	m	69.000	4.761.000
70.000	70.000	m	70.000	4.900.000
71.000	71.000	m	71.000	5.041.000
72.000	72.000	m	72.000	5.184.000
73.000	73.000	m	73.000	5.329.000
74.000	74.000	m	74.000	5.476.000
75.000	75.000	m	75.000	5.625.000
76.000	76.000	m	76.000	5.776.000
77.000	77.000	m	77.000	5.929.000
78.000	78.000	m	78.000	6.084.000
79.000	79.000	m	79.000	6.241.000
80.000	80.000	m	80.000	6.400.000
81.000	81.000	m	81.000	6.561.000
82.000	82.000	m	82.000	6.724.000
83.000	83.000	m	83.000	6.889.000
84.000	84.000	m	84.000	7.056.000
85.000	85.000	m	85.000	7.225.000
86.000	86.000	m	86.000	7.396.000
87.000	87.000	m	87.000	7.569.000
88.000	88.000	m	88.000	7.744.000
89.000	89.000	m	89.000	7.921.000
90.000	90.000	m	90.000	8.100.000
91.000	91.000	m	91.000	8.281.000
92.000	92.000	m	92.000	8.464.000
93.000	93.000	m	93.000	8.649.000
94.000	94.000	m	94.000	8.836.000
95.000	95.000	m	95.000	9.025.000
96.000	96.000	m	96.000	9.216.000
97.000	97.000	m	97.000	9.409.000
98.000	98.000	m	98.000	9.604.000
99.000	99.000	m	99.000	9.801.000
100.000	100.000	m	100.000	10.000.000

Item	Description	Quantity	Unit	Price	Total
1
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Appendix H - Cost Matrix
Lot 11 - Open Source

Please submit your price sheet for open source software labeled as Lot 11 - Open Source.

Appendix H - Cost Matrix
Lot 12 - Google Apps

Yearly Cost Per User

Google Apps Suite

GMail (25GB inbox)

Calendar

Chat - instant messaging

Docs - Presentations, Spreadsheets, Documents

Video - "you tube" behind the firewall

Google Message Security - Message Filtering & Message Security powered by Postini

Additional Service

Please include a price list of any additional services associated with Google Apps (e.g. Implementation, Intergration, Support, etc.)

Company Name: _____

DATE: _____

I. COMPANY INFORMATION

Company Name: _____

Date Established: _____ Federal ID #: _____

COPA –SAP Vendor #: _____ Geographic coverage area: _____

Number of employees in PA: _____ Number of Technical employees in PA: _____

Number of employees in organization: _____ Number of Technical employees in organization: _____

Website: _____

Local Company Address:

Office

Address: _____

City, State: _____ Zip Code: _____

Head Quarter Address:

Office

Address: _____

City, State: _____ Zip Code: _____

Prime Contact Person:

Name: _____ Title: _____

Phone: _____ Fax: _____

E-Mail: _____

1. Attach last three (3) year's financial report which must include: Income Statements and Balance Sheets. Financial Reports must be Certified and/or Audited.

OR

2. If you are a public company, you do not have to attach financial data. Include direct link to financials web site here. _____

Note: All financial data will be confidential and will not be made public.

II. ORGANIZATION

A. Corporation ____ Type ____ Partnership ____ Sole Proprietorship ____ Other ____

B. State of Incorporation _____ Date: _____

C. Percentage of Minority/Women Ownership in Your Firm _____%

D. Are you MBE/WBE Certified in PA?

Company Name: _____

- _____ 8(a) Certified
- _____ 8(a) Joint Venture
- _____ Small Disadvantaged Business
- _____ Disadvantaged Business Enterprise, Certification State
- _____ HUB Zone Certification

E. The above company is owned or controlled by a parent company.

Yes _____ No _____

If the answer to the above is "yes" provide the following information:

- Full name of parent company _____
- Main office physical address _____
- City, State, Zip _____
- Telephone No. _____
- Web Site Address _____

F. Personnel

1. Attach Company Organizational Chart (minimum 4 levels or to Project Manager Level)
2. Provide resumes of first 3 levels of managers who will directly be involved with Commonwealth business.

G. Business Model

1. Are you ISO 9001 Certified? _____
2. Are you ISO 9004:2000 Certified? _____
3. Are you ISO 20000 Certified? _____
4. Do you employ Six Sigma Practices and Methodologies? _____
5. Do you utilize ITIL Management Practices? _____
6. Do you have Certified Contract Managers? _____
7. Do you have formalized business procedures to deliver required services in:
 - A. Operational Practices _____
 - B. Transition _____
 - C. Program Management _____
 - D. Change Management _____
 - E. Relationship Management _____

Note: The Commonwealth may require an uncontrolled copy of procedures for review

Is the company presently under indictment, on any Company Officer on parole or probation?
Yes _____ NO _____

Has your company, officers or affiliates ever been in receivership or bankruptcy? Yes _____ NO _____

Is your company and/or management presently involved in any pending Commonwealth of Pennsylvania litigation? Yes _____ NO _____

Have you at any time failed to complete a Commonwealth of Pennsylvania contract? Yes _____ NO _____

Company Name: _____

H. If the answer to any question is "Yes", explain below: (attach other sheets as needed)

III. FINANCIAL INFORMATION

A. Annual Sales Volume (Each of Last Three Years)

<u>Year</u>	<u>Sales</u>
_____	\$_____ current year (YTD)
_____	\$_____
_____	\$_____
_____	\$_____

B. Present Net Worth \$_____

C. Dunn & Bradstreet Rating _____

D. Bond Rating _____ Rating Firm _____

E. Bidding Limits: Maximum \$_____ Minimum \$_____

F. Bonding:

1. Current Capacity \$_____

2. Bonding Company:

Bonding Co. Name: _____

Address: _____

Telephone No.: _____

Contact: _____

3. Cost of Performance Bond (Expressed as a Percentage of the Bond Value) _____%

G. Largest contract completed to date \$_____

H. Year in which your largest contract was completed _____

IV. TRADE ASSOCIATIONS

List trade associations with which your organization is affiliated.

Company Name: _____

V. LABOR AGREEMENTS

List union contracts and/or labor agreements to which you are signatory:

<u>Name of Union/Agreement</u>	<u>Expiration Date</u>	<u>% of Affected Workforce</u>
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____

VI. ORGANIZATIONAL QUESTIONS

1. To what extent is the company's technologies standardized?
2. What is your capacity of digital information transfer (digital infrastructure)?
3. What is your usage of digital infrastructure characterized by?
4. What is your company's percentage of market share in Pennsylvania?, In North America?, Worldwide?
5. Describe your company's business focus?
6. How flexible is your organizational structure?
7. To what extent does your company control the assets on which it is dependant?

APPENDIX J

Statement of Work

for

Commonwealth of PA – (Agency)

PO Number: _____

AGENCY CONTACT:
AGENCY ADDRESS:

PHONE:
FAX:
E-MAIL:

A. Introduction

This Statement of Work ("SOW") is made on **insert date**, by and between the Commonwealth of Pennsylvania ("Commonwealth") and **insert contractor's name** ("Contractor").

This SOW is governed by the terms and conditions of Contract **enter contract # and contract name**.

B. Project Overview and Tasks

Contractor will perform the following tasks (the "Project"):

insert exact description of work to be performed

Commonwealth requirements:

insert requirements for the Commonwealth agency

C. Time Estimates / Delivery Schedule

The Project start date shall be **insert date**.

The Project delivery schedule shall be as follows:

-

Unless directed otherwise by the Commonwealth, all work associated with the Project must be performed during Mondays through Fridays, between the hours of 8am and 5pm EST, excluding holidays.

D. Project Cost

Project Cost: \$

- **include an exact cost breakdown**

E. SOW Acceptance

The Commonwealth and Contractor hereby acknowledge approve the scope of work contained in the SOW and agree that if additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required.

Contractor

Commonwealth of PA – Agency

Authorized Signature

Authorized Signature

Title Date

Title Date

Contractor Name

Agency Name

F. Project Completed and Accepted

The Project was completed in accordance with this SOW. I hereby accept as completed all work indicated in this SOW.

Contractor

Commonwealth of PA – Agency

Authorized Signature

Authorized Signature

Title Date

Title Date

Contractor Name

Agency Name

PLEASE ATTACH HARD COPY OF PURCHASE ORDER
REFERENCING THIS SOW



Commonwealth of Pennsylvania

Date: **2/2/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **2/26/2010 3:00 pm**

Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

This Addendum is being posted to update the "Calendar of Events" sheet found on page iii of the RFP. All dates and addresses will remain the same except the Pre-proposal Conference scheduled for February 9, 2010 at 10:30 AM EST has been changed to February 10, 2010 at 10:30 AM EST.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555 Walnut Street, 6th Floor,
Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us



Commonwealth of Pennsylvania



Commonwealth of Pennsylvania

Date: **2/8/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **2/26/2010 3:00 pm**

Addendum Number: **2**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

This Addendum is being posted to update the "Calendar of Events" sheet found on page iii of the RFP. The changes to the "Calendar of Events" sheet will be as followed:

The Optional Pre-proposal Conference will be held at the Department of General Services, 555 Walnut St, 6th floor, Harrisburg, Pa. Conference Room 1 from 2:00 PM EST - 3:30 PM EST on Wednesday February 17,2010.

The answers to Potential Offeror(s) questions posted to the DGS website (<http://www.dgsweb.state.pa.us/comod/main.asp>) no later than Friday February 19, 2010.

Sealed proposal must be received by 3PM EST in the Issuing Office at Department of General Services, 555 Walnut Street, Forum Place, 6th floor, Harrisburg, PA 17101 on Friday March 12, 2010.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
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Commonwealth of Pennsylvania

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovič@state.pa.us



Commonwealth of Pennsylvania

Date: **2/17/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **3**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The Commonwealth has changed the percentage requirement that Offerors must meet to qualify for Lot 1 listed in Section VI-2 Lot Structure and Qualifications of the RFP. The first sentence in Mandatory Qualifications for Lots, Lot 1 will now read as follows:

"The Commonwealth requires the Offeror establish reseller relationships with at least 95% of the Software Publishers listed in Appendix F – Required Software Publishers for Lot 1."

The Commonwealth has posted revised versions Appendix E, Appendix F and Appendix H. A brief description of the change(s) to each appendix are listed below.

Appendix E - Commonwealth Software License Requirements

Updated Section 4, Patent, Copyright, Trademark, and Trade Secret Protection

Updated Section 5, Virus, Malicious, Mischievous or Destructive Programming

Updated Section 6, Limitation of Liability

Updated Section 8, Background Checks

Updated Attachment 1

Appendix F - Required Software Publishers (All changes made to Lot 1 Only)

Updated the title to reflect that this is the required list of software publishers for Lot 1

Deleted repeated software publishers and software publishers who will not provide software through the awarded contract at this time

Appendix H - Cost Matrix (Changes were only made to Lot 1)

Line items that do not accurately reflect purchases made through the current contract were eliminated from the Lot 1 Market Basket.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the



Commonwealth of Pennsylvania

“Browse” button to find the document you just saved and press “Add” to upload the document.

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Forum Place, Harrisburg, PA 17101.

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Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us



Commonwealth of Pennsylvania

Date: **2/19/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **4**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

This Addendum is to communicate the following documents have been posted to the eMarketplace website:

1. Pre-Proposal Sign-In Sheet
2. Software Preproposal Conference Presentation
3. Software RFP Question Responses

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

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Pennsylvania Department of General Services, Bureau of Procurement, 555 Walnut Street, 6th Floor,
Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist



Commonwealth of Pennsylvania

Phone: 717 783-0257

Email: tteprovich@state.pa.us



SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT (RFP # 6100012054)

Issuing Officer: Thomas Teprovič

2/17/2010



Agenda

- Introductions
- BMWBO
- COSTARS
- Supplier Development and Support
- RFP Requirements
- Addendum #3
- Appendix E Development and Discussion
- Review of Submitted Questions and Answers
- Additional Questions and Answers



Introductions

- Dennis Fellin, Commodity Manager, IT & Telecommunications
- Thomas Teprovich, Commodity Specialist
- Oliver Kerwin, DGS Assistant Council
- Gayle Nuppнау, BMWBO
- Bruce Beardsley, COSTARS Manager of Marketing & Constituent Relations
- Margaret Lorigan, Supplier Development



Bureau of Minority & Women Business Opportunities

Gayle Nuppnau

- Participation encouraged
- Disadvantaged Business Submittal
- Enterprise Zone Small Business



pennsylvania

DEPARTMENT OF GENERAL SERVICES

COSTARS

Program Overview

Bruce Beardsley
COSTARS Marketing Manager



COSTARS Program Overview

- **What is COSTARS?**
- COSTARS is the Commonwealth's cooperative purchasing program.
- **Legislative History**
 - Act 57 of 1998 (Procurement Code) permits Local Public Procurement Units (LPPUs) to engage in cooperative purchasing with the Commonwealth.
 - Act 142 of 2002 expands the definition of eligible entities.
 - Act 77 of 2004 allows DGS to create contracts for the exclusive use of LPPUs & State-affiliated Agencies.



COSTARS Program Overview

- **COSTARS Membership Eligibility**

Any Local Public Procurement Unit (LPPU) defined as:

- Any political subdivision (local government unit) such as a municipality, school district or commission;
- Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- Any tax exempt, non-profit, educational institution or organization;
- Any tax-exempt, non-profit, public health institution or organization;
- Any non-profit fire, rescue, or ambulance company; and
- Any other entity that spends public funds for the procurement of materials, services, and construction (such as a council of governments or an area government, or an organization that receives public grant funds).



COSTARS Program Overview

- **COSTARS Membership Eligibility, (cont)**

Any State-affiliated Entity defined by the Code.

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:

- Pennsylvania Turnpike Commission;
- Pennsylvania Housing Finance Agency;
- Pennsylvania Municipal Retirement System;
- Pennsylvania Infrastructure Investment Authority;
- State Public School Building Authority;
- Pennsylvania Higher Education Facilities Authority; and
- State System of Higher Education

MEMBERSHIP ALSO INCLUDES:

State Legislature

Auditor General, Attorney General

Court System Entities

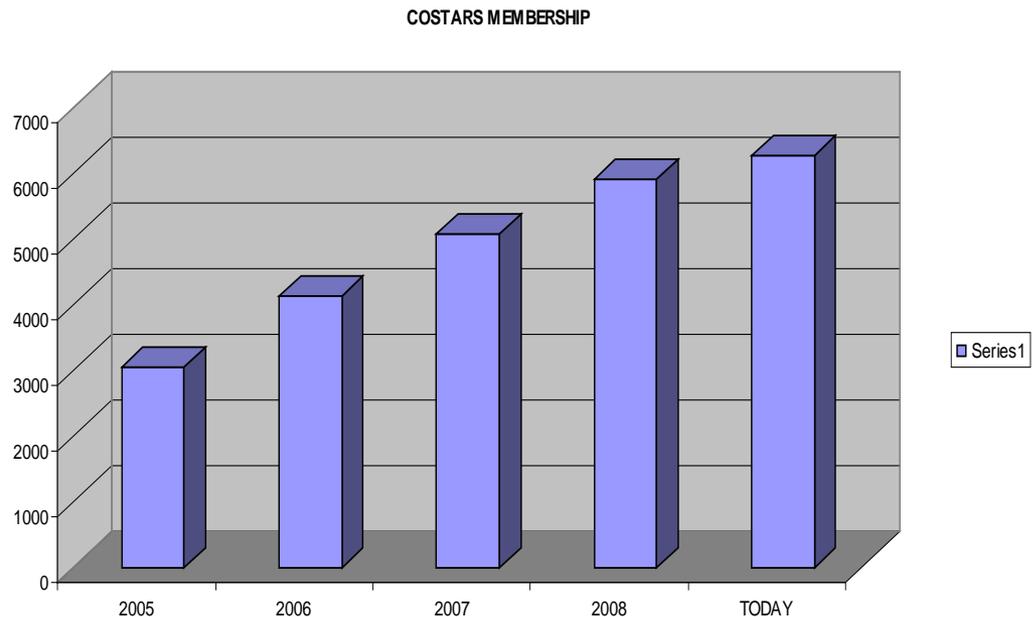


MEMBERS HISTORY

2003 Membership
1,600

2008 Membership
5,877

NOW
6,616

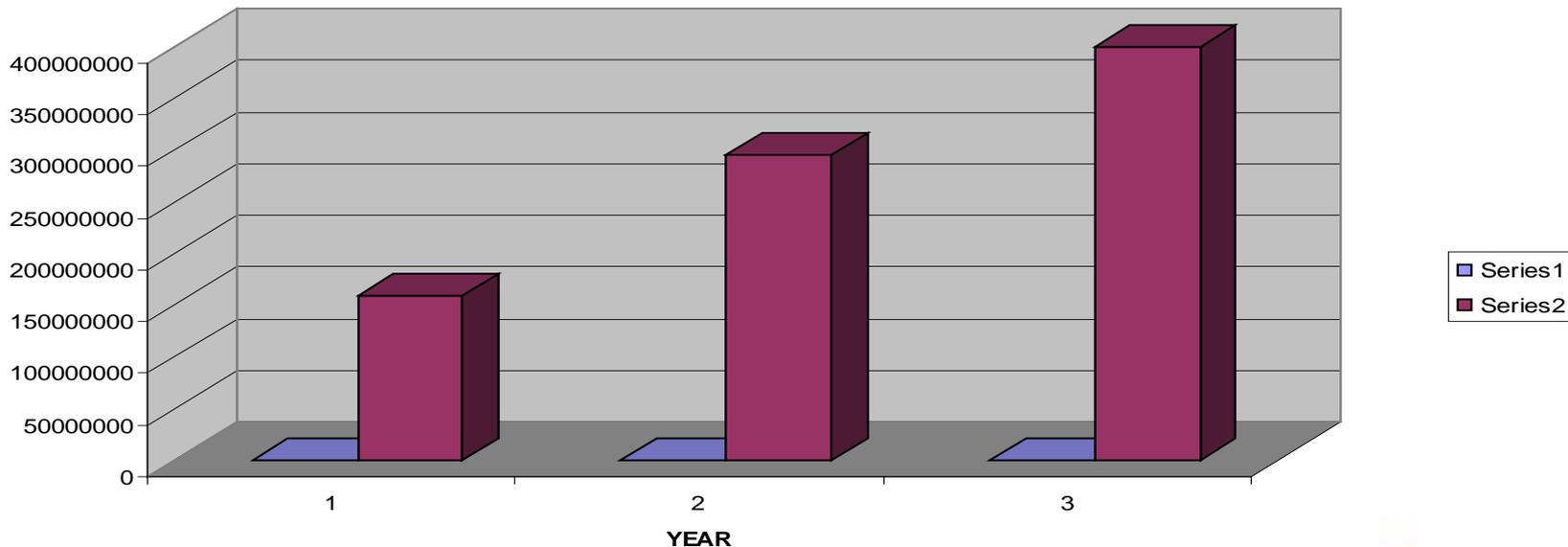




COSTARS SPEND

- 2006 \$150 Million
- 2007 \$300 Million
- 2008 \$400 Million

COSTARS SALES





Bid Documentation & Procedures

- **Administrative Fee**

- The only fees connected with the COSTARS Program are charged to contract suppliers to offset administrative costs to administer the Program.
 - Flat annual fee of \$1500 per state Contract (\$500 for small businesses – less than 100 full-time employees AND Gross Annual Revenue less than \$20 million.)
 - Includes a nonexclusive license to use the COSTARS Brand (Name and Logo), as permitted under Contract provisions
 - Fee is billed by memo upon Contract award.



COSTARS Contact Sales

- **Volume of Sales**

- As there is no requirement for COSTARS members to purchase from any particular awarded supplier, DGS does not guarantee volume of COSTARS contract sales. It is the sole responsibility of the awarded supplier to promote their offered products to registered COSTARS members.



SUPPLIER BENEFITS

- Easy Access to Large Pennsylvania Customer Base, Including Local Governments & School Districts
- List of COSTARS Members with contact Info
- Eliminates need and cost of Local Bidding Process
- Reliable Payment
- Easy to use
- Access to Marketing Training and One-call Customer Assistance
- Increased sales & profit



SUPPLIER RESPONSIBILITIES

- A contractor agrees to sell items or services under the contract to DGS-registered COSTARS members under the same terms & conditions as the state contract.
- Quarterly reporting of sales to COSTARS members.



COSTARS Contact Sales

- **Marketing**

- List of COSTARS Members – There are more than 6,600 registered [COSTARS members](#). The complete list can be found on the DGS COSTARS web-pages. Contractors are encouraged to use this member database for their own marketing purposes.
- COSTARS Brand – DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Department of State. All COSTARS contracts enable a contractor to use the [COSTARS Brand](#) in broadcast or Internet media and on business cards, brochures, and other print publications, in accordance with contract terms and conditions.



COSTARS Home Page

www.dgs.state.pa.us/costars

Click on
Suppliers
Button

Department of General Services - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Home Search Favorites Refresh Print Mail Weblog RSS

Address http://www.portal.state.pa.us/portal/server.pt?open=512&objID=1272&&SortOrder=40&level=3&parentid=1271&css=L3& Go Links >>

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES

pennsylvania PA PA STATE AGENCIES ONLINE SERVICES --search PA-- go

Procurement | Real Estate | Construction and Public Works | Facilities

Department of General Services
Doing Business with the Commonwealth
Procurement
Supplier Dashboard
COSTARS

- COSTARS Suppliers
- COSTARS Registration
- Eligibility Requirements
- Other COSTARS Links
- COSTARS Bidding Opportunities
- Contact Us
- General COSTARS Program FAQ's
- COSTARS Supplier FAQ's

Home > Doing Business with the Commonwealth > Procurement > COSTARS

COSTARS

MEMBERS SUPPLIERS

ABOUT COSTARS:

COSTARS is a new approach to the Cooperative Purchasing Program. **COSTARS** encourages the formulation of an interactive partnership between Local Public

start Inbo... 26 M... My D... Dep... Ado... Micr... 4:00 PM



COSTARS Contact Sales

- **Sales Reporting**

- COSTARS suppliers are required to report their contract sales to the DGS COSTARS Program Office on at least a quarterly basis, according to the terms and conditions of the contract.
- Web-based COSTARS Suppliers' Gateway
- Zero sales for a particular quarter must also be reported.
- This data is compiled and analyzed by COSTARS staff and reported to the General Assembly as required by the Commonwealth Procurement Code. In addition, this sales data is the primary accountability measure of the overall effectiveness of the Program.

- Doing Business with the Commonwealth
- Procurement
- Supplier Service Center
- Green Procurement
- COSTARS**
 - Resource Center
 - COSTARS Suppliers
 - COSTARS Member Registration
 - Member Eligibility Requirements
 - Other COSTARS Links
 - COSTARS Bidding Opportunities
 - Contact Us
 - General COSTARS Program FAQ's
 - COSTARS Supplier FAQ's
 - COSTARS Members FAQ's
 - Newsletters
 - COSTARS ADMIN
 - COSTARS Supplier Gateway
 - COSTARS MEMBER**
- Procurement Forms
- Procurement Handbook
- Quality Assurance
- Invitation To Qualify



Member Resources	
	Guide for Searching COSTARS & State Agency Contracts
	COSTARS Newsletters
	COSTARS Member Brochure
	Right to Know Law
	How to Guide for Aggregates Contract

Supplier Resources	
	COSTARS Newsletters
	COSTARS Supplier Guide - How to do Business with COSTARS
	COSTARS Supplier Brochure
	Sales Reporting Manual - for COSTARS Exclusive Contracts
	Sales Reporting Manual - for Statewide Contracts
	Download COSTARS Logo



ANOTHER OPPORTUNITY

COSTARS PARALLEL Software CONTRACT

COSTARS-6

Currently open for bids under COSTARS Bidding Opportunities

Same benefits & responsibilities & fee

Accepts all responsive & responsible bidders

May bid on any or all items within the scope of the contract

2008 Spend = \$5,275,000

2009 Spend = More than \$9 million



Suppliers' Home Page

COSTARS

ATTENTION COSTARS SUPPLIERS

COSTARS Program staff is constantly seeking to improve the effectiveness and ease of use of the program. As a direct response to concerns raised by many of our suppliers, we have developed a web-based Suppliers' Gateway. This site will allow you to:

- ✓ Review a Users' Manual.
- ✓ Review and Update your contact information.
- ✓ Review your workbook exactly as it appears to our members.
- ✓ Review the terms and conditions of your contract.
- ✓ Electronically assemble and report your quarterly sales.

The site is now LIVE!

To access, click on "Suppliers' Gateway" under "Quick Links" on the right side of the screen. Enter your Federal Identification Number and you're in! The first thing you should do is click on "View User's Manual" in the top left corner of the screen. We recommend that you take a moment to print and read the manual before proceeding to use the gateway.

If you experience any problems or have questions, please contact us by e-mail to GSPACostars@state.pa.us or telephone at 1-866-768-7827.

COSTARS SUPPLIERS:

Welcome to the COSTARS Supplier Area:

QUICK LINKS:

- BIDDING OPPORTUNITIES
- COSTARS SUPPLIERS GATEWAY
- COSTARS SUPPLIER BROCHURE
- LIST OF COSTARS MEMBERS
- COSTARS SUPPLIER FAQ'S
- CONTACT US
- DOWNLOAD COSTARS LOGO

AVAILABLE FOR BIDDING:

- COSTARS-7 Supplement #6 for Food (Perishable & Non-Perishable)
- COSTARS-18 Supplement #6 for LED Signals
- COSTARS-4 Supplement #6 for Office Supplies
- COSTARS-14 Supplement #4 for Recreational & Fitness Equipment

CURRENT
BIDDING
OPPORTUNITIES

SUPPLIERS'
GATEWAY

LIST OF
MEMBERS

FREQUENTLY
ASKED
QUESTIONS

DOWNLOAD
LOGO



BIDDING OPPORTUNITIES

Department of General Services - Microsoft Internet Explorer

Address: http://www.portal.state.pa.us/portal/server.pt?open=512&objID=1272&&PageID=256690&level=4&css=L4&mode=2&in_hi_userid=161031&cached=true

PA STATE AGENCIES ONLINE SERVICES --search PA-- go

Procurement | Real Estate | Construction and Public Works | Facilities

Home > Doing Business with the Commonwealth > Procurement > COSTARS > COSTARS Bidding Opportunities

COSTARS Bidding Opportunities:

The Department of General Services ("DGS") is establishing COSTARS Contracts for the exclusive use of local public procurement units and state affiliated entities in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902.

Bidders, be aware: When you download a bid package from this Internet site, you are responsible to check back at this site daily until the bid opening date, in case a "flyer" or change is posted.

Bids will be accepted at the address below on any given Commonwealth business day. Any bid received after the Bid Opening time will be opened on the next Commonwealth business day. Please check back on a regular basis as more bids will be added to this list.

Bid #	Description	Bid Opening Time
COSTARS-1	Copiers	1:30 PM
COSTARS-2	Office Furniture	1:30 PM
COSTARS-3	IT Hardware Includes Flyer #1 posted 08/11/09	1:30 PM
COSTARS-4	Office Supplies	1:30 PM
COSTARS-5	Janitorial Supplies	1:30 PM
COSTARS-6	Software	1:30 PM
COSTARS-7	Foods Includes Flyer #1 posted 01/27/10	1:30 PM
COSTARS-8	Maintenance Repair & Operation Equipment & Supplies (MRO)	1:30 PM

CLICK HERE
TO
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FORMS &
INSTRUCTIONS



CONTACT INFO

Scott Cross, Director,
Programs & Systems Division
Phone 717-783-8676

Timothy Fulkerson, Director,
Marketing & Constituent
Relations
Phone 717-787-5181

Bruce Beardsley, Manager of
Marketing & Constituent
Relations 717-214-3432

Dawn Eshenour, Contract
Program Manager
Phone 717-346-4296



pennsylvania

DEPARTMENT OF GENERAL SERVICES

COSTARS

Questions and Comments



Margaret Lorigan

Program Manager

Supplier Development and Support

Bureau of Procurement

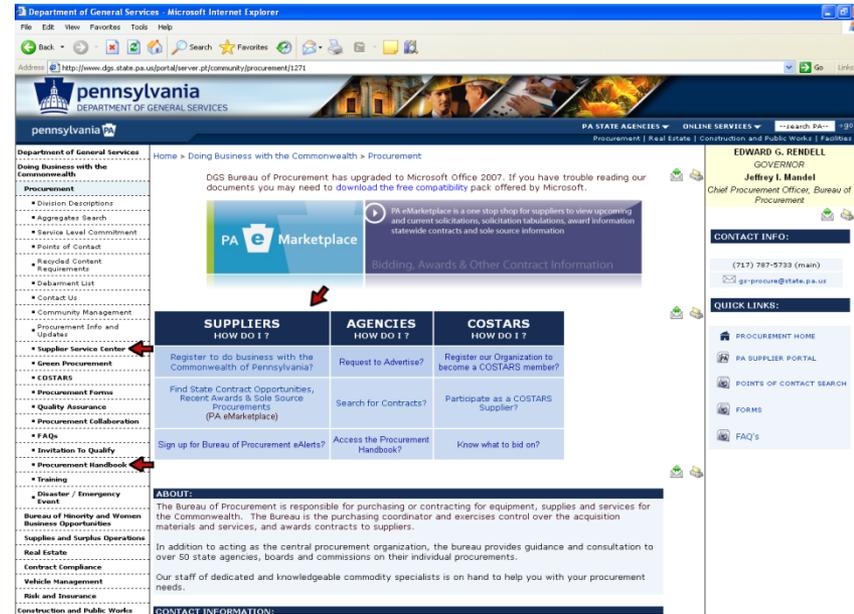


www.dgs.state.pa.us/procurement

Your Gateway to All Procurement Information

Links to:

- Supplier Service Center**
- PA e-Marketplace**
- PA Supplier Portal**
- Procurement Handbook**





www.eMarketplace.state.pa.us

Your Gateway to Contract Information

- **Solicitations**
- **Tabulations**
- **Awards**
- **Contracts**
- **Sole Source**
- **COSTARS**

Links:

- **Supplier Service Center**
- **Treasury Contracts**

Welcome to the official site of the Pennsylvania eMarketplace portal. This is your one-stop shop for Bidding, Awards and other Contract information. Please explore our site and feel free to contact us with your questions and any suggestions you may have.



Fallingwater - Mill Run, Pa

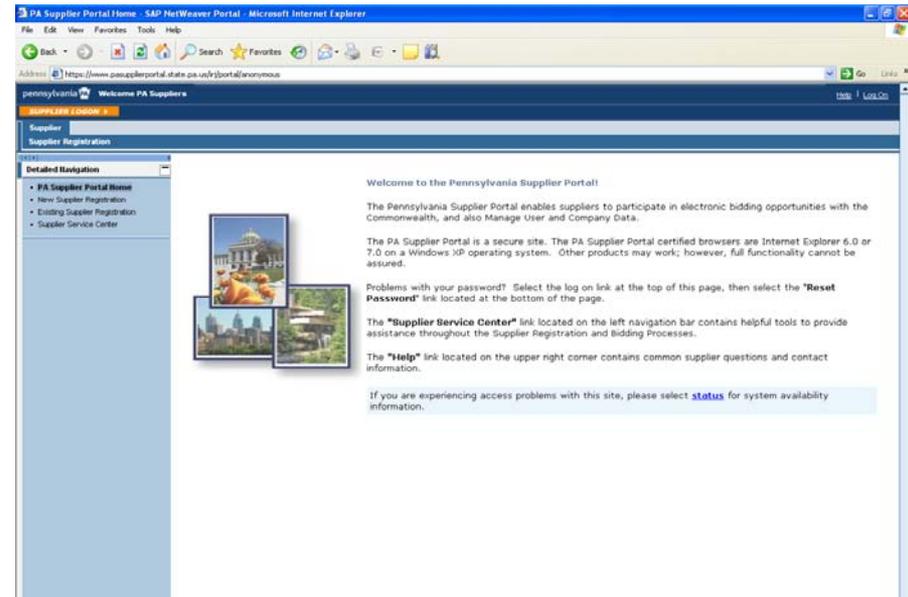
Menu	Description of menu options
Solicitations	In the Solicitations section you will be able to search and view current solicitations.
Solicitation Tabulations	In the Solicitation Tabulations section you will find an overview of the suppliers and pricing for previous solicitations. The Solicitation Tabs are for information only and do not constitute an award.
Awards	In the Awards section you will find a list of awards in response to solicitations.
Search Contracts	In the Contracts section you will be able to search the Commonwealth database for state contracts awarded by DGS and other Commonwealth agency-selected contracts.
Sole Source Procurements	In this section, you will find agency requests since July 2008 for sole source procurements of supplies and services, which require DGS approval.
Help	Here you will find helpful tips and guides on how to use the PA eMarketplace application.
pennsylvania <small>STATE OF PENNSYLVANIA</small>	Visit Pennsylvania's all new PA.GOV website, your pathway to all things government within the Commonwealth of Pennsylvania.



www.pasupplierportal.state.pa.us

Your Gateway to Procurement

- Register as a Supplier
 - View Solicitations
 - Bid on Solicitations
 - Manage your Company Data
- Link:
Customer Service Center

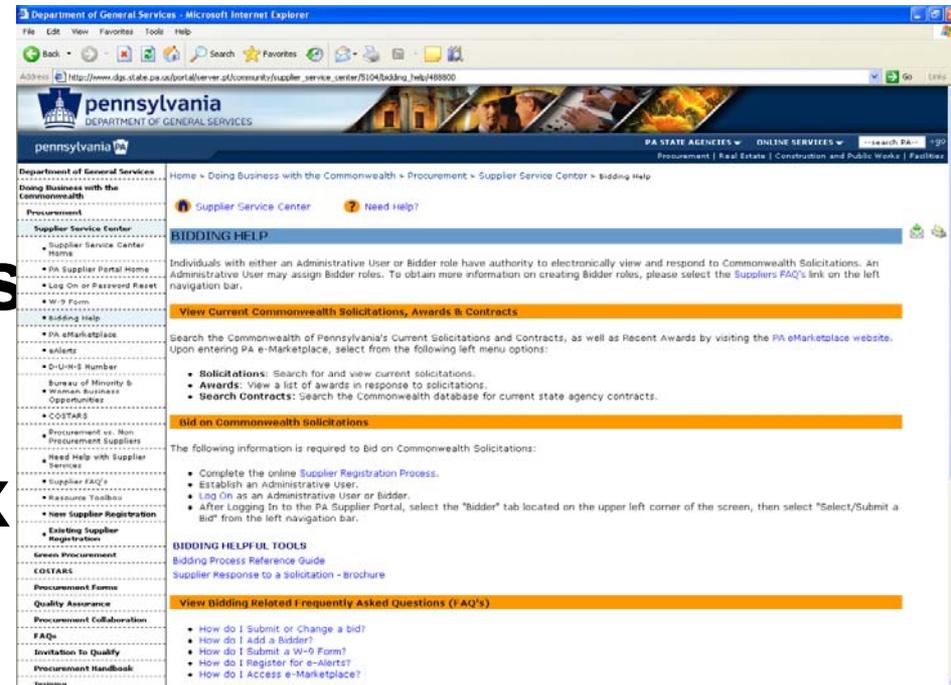




Supplier Services Center

Your Gateway to Supplier Help

- How to Register
- Add Users
- Find Solicitations
- Place a Bid
- Resource Toolbox
- Bidding Guide





Supplier Services Center

FAQ's

Registration

Bidding

Account

Information

NEED HELP WITH SUPPLIER SERVICES?	
REGISTRATION	BIDDING
<p>HOW DO I...</p> <ul style="list-style-type: none"> • Register as a New Supplier? • Register as an Existing Supplier? • Determine if I am a New or Existing Supplier? • Determine if I am a Procurement or Non-Procurement Supplier? • Obtain my Vendor Number? • Reset my Password? • Minority & Women Business Certification? <p>ADDITIONAL INFO:</p> <p>FAQ's</p> <p>Contact Us: 717-346-2676 (local) 877-435-7363 <i>Select 1 from prompt menu</i> e-mail: RA-PSC_Supplier_Requests@state.pa.us</p>	<p>HOW DO I...</p> <ul style="list-style-type: none"> • Find a Solicitation? • Submit or Change a Bid? • Add a Bidder? • Submit a W-9 Form? • Register for eAlerts? • Access PA eMarketplace? • Become a COSTARS Supplier? <p>ADDITIONAL INFO:</p> <p>FAQ's</p> <p>Contact Us: 717-346-2676 (local) 877-435-7363 <i>Select 2 from prompt menu</i> e-mail: srmhelp@state.pa.us</p>
UPDATE COMPANY DATA	MISCELLANEOUS
<p>HOW DO I...</p> <ul style="list-style-type: none"> • Create a Company Account? • Manage/Update my Account Data? • Manage/Update Administrative User Data? • Update my ACH Banking Information? • Create Additional Users? • Add a Bidder? <p>ADDITIONAL INFO:</p> <p>FAQ's</p> <p>Contact Us: 717-346-2676 (local) 877-435-7363 <i>Select 1 from prompt menu</i> e-mail: RA-PSC_Supplier_Requests@state.pa.us</p>	<p>HOW DO I...</p> <ul style="list-style-type: none"> • Submit a W-9 Form? • Learn more about D-U-N-S? • Learn more about Minority & Women Business Opportunities? • Learn more about COSTARS? • Check on status of an Invoice? <p>ADDITIONAL INFO:</p> <p>FAQ's</p>



Supplier Support

Customer Services Call Center

717-346-2676

1-877-435-7363

Option 1

Registration

Company Data Updates

ACH Banking Changes

Invoice Payment Status

1099 Questions



Supplier Support

Customer Services Call Center

717-346-2676

1-877-435-7363

Option 2

Searching for Solicitations

Bidding Process

e-Alerts



Proposal Package Notes

ADDRESS PROPERLY

**Include
RFP Number
Number Multiple Package
(i.e. 1 of 3, 2 of 3, etc.)
Must be Sealed**

**Proposals Arriving AFTER Opening Time
Will Be REJECTED**



Supplier Support

Brochures

Procurement Guide

Doing Business with the Commonwealth

Registration Guide

Registering as a Supplier

Supplier Guide

**Locating and Responding to a
Solicitation**



RFP Requirements



RFP Requirements

- Proposal is divided into the following three parts that must be submitted in separate individual sealed envelopes:
 - Technical Requirements = 40% of total points
 - Disadvantaged Business Submittal = 20% of total points
 - Cost Submittal = 40% of total points
- Proposal Submission Deadline
 - 3:00 PM on March 12, 2010 (Note: Date Change from Addendum #2)
- Finding the Microsoft Select Agreement
- Review of Response and Contract Requirements
- Review of Appendices F, G, H, I and J



RFP Requirements

- Addendum #3 (Posted 2/17/2010)
 - Percentage Requirement Change in Section IV-2. Lot Structure and Qualifications for Lot 1 99% to 95%
 - Updated Appendix E – Commonwealth Software License Requirements
 - Updated Appendix F – Required Software Publishers
 - Updated Appendix H - Cost Matrix (Change to Lot 1 COPA Market Basket)



Appendix E – Commonwealth Software License Requirements

- Appendix E
 - Reasoning behind Appendix E
 - Development of Requirements
 - Attachment 1
 - Feedback from Software Publishers, Tech America, and Tech Quest



Questions

- Review of Questions
- Additional Questions

	Question	Commonwealth Response
1	We noticed the lot structure is set-up with IBM components (Cognos, Optim, Lotus, etc...), but made no mention of specific MS software, even though it's listed in the solicitation heading. Is there a Microsoft Office component within the RFP?	The awarded Offeror of Lot 1 will manage the Microsoft Select Agreement that was previously negotiated with Microsoft. The Microsoft Select Agreement can be found as part of contract 4400004230 at http://www.emarketplace.state.pa.us .
2	If so, would there be training needed for the Microsoft Office component?	Training services will be available through the awarded contract and through other Commonwealth contracts.
3	If yes, would our company be able to bid specifically and only for the Microsoft Office training component?	No. Please refer to Questions 1 and 2.
4	a. Section IV-4. Contract Requirements # 6. Is the intent of this paragraph to limit the services being offered so that the contract does not turn into a services contract in lieu of a software contract? b. Specifically for Lots 2-10, many software related services can be defined as "installation, implementation, training, and configuration" well exceeding the 40% required cap. As such, can the vendor place limits on the scope of services obtained under this contract in order to comply with this requirement?	a. Yes. The 40% rule is Commonwealth internal policy to insure limited services are procured through the awarded contracts. B. No the reseller can not limit services of any type. The 40% rule is the Commonwealth's internal policy.
5	Section II-7, Financial Capability . If the company is privately held, is the Commonwealth willing to sign a non-disclosure agreement in return for the submission of the company's financial documents?	No the Commonwealth will not sign a non-disclosure agreement. Please refer to Section I-19 of the RFP.
6	Specifically for Lots 2-10, if the identified software products are not available through volume license agreements, do the requirements to provide and manage volume license agreements still apply?	For Lots 2-10 the awarded Offerors will be responsible for tracking all software licenses procured through the awarded contract.
7	IV-4. CONTRACT REQUIREMENTS #8. Non-conflicting with the 90-day price honoring, if new price quotations can reflect price increases during the contract term of 2-years, can the Offeror provide a set discount level instead of a fixed dollar amount in order to accommodate vendor price changes?	The awarded contracts will be the Reseller's cost plus an established mark-up to arrive at the Commonwealth's Final Cost. Over the term of the contract, the Publisher's cost may change (Up or Down) depending upon the market but all Reseller mark-ups will hold firm for the initial 2 year term of the contract.
8	IV-4. CONTRACT REQUIREMENTS #10. Is down loading of software code acceptable or is media required to be shipped at all times?	Downloading is acceptable.

	Question	Commonwealth Response
9	<p>We need clarification on the Small Disadvantaged Business Submittal and which categories we would be eligible to bid. Our company is over 51% owned by a Minority status, but we don't have current registration as of yet, this in In-Progress. We are also a Small Business with less than \$20 million in gross Annual Revenues and employ less than 100 persons. We are self-certified in the US CCR and ORCA FAR as a Small Business (but not listed as Disadvantaged, as we meet socially disadvantaged criteria, but not economically disadvantaged criteria). As a possible Prime Contractor to RFP Number 6100012054, can the Commonwealth confirm if we would be able to meet small disadvantaged business status with requirements with current status above? Do we need to also pursue Socially Disadvantaged, please clarify what we need for this category?</p>	<p>Please refer to Section I-13 of the RFP for contact information for questions concerning the Disadvantage Business program.</p>
10	<p>As specified in the RFP, our Company will be required to provide audited Financial Statements in addition to some other confidential information as part of our RFP response. We wanted to clarify what is policy of Commonwealth of PA, DGS regarding "Confidential" information submitted in the RFP response i.e. is it kept confidential or made public information? As a private company, this information is confidential and would need to be protected as such.</p>	<p>Please refer question 5 and Section I-19 of the RFP.</p>
11	<p>As specified in Section IV-2 titled "Lot Structure and Qualifications" that "Commonwealth requires that the Offeror establish reseller relationship with 99% of the Software Publishers listed in Appendix F – Required Software Publishers for Lot 1." The question is what Publishers consist of Lot 1 and COPA Market Basket? In Section IV-2 titled, Lot 1 is identified as "COPA Market Basket" whereas the spreadsheet header of Appendix F identifies the list of Publishers as Lot 6.</p>	<p>The publishers listed in Appendix F refer to the Publishers that must be covered for a Vendor to be awarded Lot 1. Please refer to the updated Appendix F that has been posted with Addendum #3.</p>
12	<p>RFP section IV-4.1, Contract Requirements: This section requires that "the software publisher enter into a software license agreement with the Commonwealth that includes the requirements set forth in Appendix E – Commonwealth Software License Requirements". Software resellers are not parties to the License Agreements between the software publisher and end user(s). Will the Commonwealth consider waiving the requirement that each software publisher to enter into a software license agreement with the Commonwealth that includes the requirements set forth in Appendix E?</p>	<p>No.</p>

	Question	Commonwealth Response
13	RFP section IV-4.1, Contract Requirements: If a software publisher will not agree to renegotiate their reseller agreement with the contractor/reseller, will the Commonwealth negotiate directly with the publisher?	As described in Section IV-4.1, the Commonwealth requires that the Offeror to get software publishers to agree to Appendix E, Commonwealth Software License Requirements. The Commonwealth took extensive steps to make sure the contents in Appendix E would be agreeable to the industry as well as comply with Commonwealth law. The negotiation that needs to occur is strictly between the Offeror and the software publisher. In order for an Offeror to be considered responsive to this RFP, an agreement needs to be reached between the Offeror and each respective software publisher listed in the Appendix F prior to bid submission. Please note, Attachment I to Appendix E will not be required prior to submittal.
14	Appendix A - PA Software IT Terms and Conditions. Will the Commonwealth agree to negotiate final contract terms and conditions upon award?	Please refer to Section II-8 Objections and Additions to Standard Contract Terms and Conditions, of the RFP.
15	Appendix E – Commonwealth Software License Requirements. If a software publisher refuses to agree to these terms at contractor’s request, will the contractor be unable to supply products from publishers that refuse to enter into this agreement? Will the reseller be required to accept any or all terms and conditions if the publisher does not commit to the to any or all of the terms?	If a software publisher refuses to accept the terms of Appendix E (Software License Requirements), the reseller will be unable to sell the publisher’s products.
16	Appendix E – Commonwealth Software License Requirements. Section 8. Background Checks. If a software manufacturer who participates as subcontractor that will perform on-site services will not assume responsibility for the required background checks, will the awarded reseller be expected to assume that cost, or will the publisher no longer be allowed to perform the services?	The publisher will not be allowed to perform the required services. Background Checks are part of the acceptance of the terms and conditions listed in Appendix E. Please refer to question 13.
17	RFP section IV-2, Lot Structure and Qualifications, and RFP section IV-4.1, Contract Requirements: If there are software publishers on the required list of Software Publishers in Appendix F which do not appear to meet the Commonwealth’s requirements as stated in the RFP (e.g. they only enter into a reseller agreement if the reseller signs a licensing agreement on behalf of the customer, and the terms of the publisher’s agreement are in conflict with the terms in Appendix E – Commonwealth Software License Requirements), will the Commonwealth allow respondents to describe these circumstances within their proposal, and consider these circumstances when evaluating whether respondents have achieved the requirement of relationships with 99% of Appendix F publishers?	The Commonwealth has lowered the required percentage for Offerors to set up relationships with software publishers to 95% of the software publishers list in Appendix F. Please note the percentage of software publishers that Offerors can resell software for will be taken into consideration when the technical proposals are scored.

	Question	Commonwealth Response
18	Appendix F, Required Software: Please note that Intergraph is named twice on the list of required publishers.	Please refer to Addendum #3
19	Appendix F, Required Software: Please note that SAS Institute is named twice on the list of required publishers.	Please refer to question 18.
20	Appendix F, Required Software: Business Objects was acquired by SAP. Would this publisher now be restricted due to a conflict with an existing direct contract?	Please refer to question 18.
21	RFP section IV-2, Lot Structure and Qualifications: This section requires that the Offeror establish reseller relationships with at least 99% of the Software Publishers listed in Appendix F – Required Software Publishers for Lot 1. Since there are only 60 publishers named in Appendix F, the inability to offer even a single publisher would cause the percentage to drop below 99%. Will the Commonwealth consider changing that requirement to 95% to allow flexibility with one or two publishers?	Please refer to question 17.
22	Lot 1, lines 3, 16 & 56 – these Syntellect products are hardware items, should these be deleted?	Please refer to question 18.
23	Lot 1, line 9, BEA Consultant – BEA was acquired by Oracle, should this be removed due to conflict with an existing direct contract?	Please refer to question 18.
24	Lot 1, lines 11 & 12, Buzzsaw – these appear to be duplicate line items, should one be deleted?	Please refer to question 18.
25	Lot 1, lines 20, 68 & 72 – Business Objects was acquired by SAP, should these be removed due to conflict with an existing direct contract?	Please refer to question 18.
26	Lot 1, lines 36, 46, 61, 62, 66, 73 & 96 – these are all services rather than software products, should these be removed since they are challenging to quote independent of a software project?	Please refer to question 18.
27	Lot 1, lines 26, 49 & 93 – Cognos was acquired by IBM, should these line items be in the Lot 2 list rather than Lot 1?	Please refer to question 18.
28	Lot 1, line 79 – This Quickware support appears to be a duplicate of line 78 above, only for an outdated time period, should line 79 be deleted?	Please refer to question 18.
29	Lot 1, line 86 – Safeboot was acquired by McAfee and is now called EndPoint Encryption, should this line be modified to reflect the new description?	Please refer to question 18.
30	Lot 1, line 3 – should respondents quote a 1 year renewal cost or a 3 year renewal cost per license?	Please refer to question 18.
31	Lot 1, Adobe lines 21,31,33 & 70 – the Commonwealth's volumes would qualify for the Adobe Contractual License Program (CLP), however current purchases are under the Transactional License Program (TLP). Would you prefer these quotes to reflect CLP or TLP pricing?	Please refer to question 18.

	Question	Commonwealth Response
32	Lot 1, Symantec lines 51 & 74 – if pricing varies based on the quantity on a single transaction, should we use the total quantity provided (FY 2009 Qty Purchased) to determine the pricing level?	Please refer to question 18.
33	Pricing: Can the Commonwealth confirm that it is the cost plus markups in Appendix H, Cost Matrix, rather than unit prices, which are expected to be held firm during the contract term?	Please refer to question 7.
34	Pricing: Not all of the publishers listed in Appendix F are represented in Appendix H, Cost Matrix. Does the Commonwealth wish to evaluate pricing for all software publishers named in Appendix F? How should that information be presented, and how will the Commonwealth weight the various publishers and products during evaluation of costs for each lot?	As stated in Section IV-2. Lot Structure and Qualifications in the Mandatory Qualifications for Lots section "NOTE: For the purpose of this RFP, the line items captured within Appendix H – Cost Matrix for Lot 1 represent a market basket of software titles and maintenance commonly purchased by the Commonwealth. The individual products listed in the market basket are a sample of products purchased, and in no way represent all of the items purchased by the Commonwealth. Appendix H - Cost Matrix will be used for the cost evaluation.
35	Would the Commonwealth be willing to extend the deadline for all vendors by 1 week to March 5?	Please see Addendum 2.
36	Page 1, 1-5 - Please further define the term in bold, "Established Price."	The established-price type of contract provides for a firm price or, under appropriate circumstances, may provide for an adjustable price for the supplies, services, or construction which are being procured. In providing for an adjustable price, the contract may fix a maximum or minimum price. Unless otherwise provided in the contract, any such maximum or minimum price is subject to adjustment only if required by the operation of any contract clause which provided for equitable adjustment, escalation, or other revision of the contract price upon the occurrence of an event or contingency. Please refer to question 7.
37	Page 7, 1-25 - What are the requirements between the Commonwealth and Offeror for the exercise of each of the one year extensions?	The Commonwealth may exercise the renewals at its sole option.
38	Page 22, 11-10 -Cost Submittal - Software Publisher's prices for software products and services will change over the time periods covered by this RFP. How can Offerors adjust prices to the Commonwealth during the period of the contract?	Please refer to question 7.
39	Page 30, Should "Lots 7-10" actually read "Lots 6-10"?	Yes. Please refer to question 18.

	Question	Commonwealth Response
40	Page 33, Items 3 and 4 - Would the Commonwealth consider utilizing the B2B capabilities of the SAP SRM system to satisfy electronic ordering and reporting requirements?	No, not at this time
41	Can the Commonwealth provide vendors an assumed level for the amount of services that may be purchased per year? We understand that this is not a commitment in any way but could provide an amount to use to calculate the potential amount of Disadvantaged Business services that may result from this contract.	No we cannot provide this information.
42	Does the successful bidder for Lot 1 need to be part of a license negotiations process for Microsoft products that are part of the Select Agreement?	No. Please refer to question 1.
43	We are unable to find the Microsoft Select Agreement on your site. Can you please provide the entire agreement including license terms?	Please refer to question 1.
44	How will Oracle products be procured under this agreement? If there is a separate agreement and can you please provide it?	Oracle products will not be procured through the awarded contract. Presently the Commonwealth purchases Oracle products through a GSA Schedule 70 contract.
45	Software related services are limited to 40% of the license value. Given that certain software may have a relatively low price and agencies may need specialized services from the Offeror, would you be able to provide what might be a more practical dollar amount that can be used in those instances? As an example, a \$10,000 critical product could only use \$4,000 of services and may be essential to a much larger initiative that does not require software purchases.	Please refer to question 4.
46	Appendix E - List of Licensed Products B - It is specified that "Licensor will assist Licensee with all installations and configurations, the costs of which are included in the License Fees and consist of Technical and Project Management support." Manufacturers generally do not provide any of these services as part of the License costs. In general, an agency or user of the contract may have specific needs for any services that can be tailored at an agreeable cost. Additionally, this requirement would raise the cost of every product, if it could even be quantified. Would you please eliminate this and any other similar requirement?	The Commonwealth is not demanding that these services be included in the cost of the license, the Commonwealth is asking to list services, if any, that are included in the cost of the license. Appendix E has been revised for clarification. For additional information please refer to question 18.
47	Appendix E - List of Licensed Products- E. Renewal of Support Services/Software Maintenance - Software Publishers will not provide the specified 18% cap on maintenance and support, especially for a 5 year period. Given the large number of publishers in this contract, would you consider removing this requirement? Agencies could use maintenance and support fees from the different publishers as part of their selection process.	Refer to the revised Appendix E

	Question	Commonwealth Response
48	Appendix H - Cost Matrix - The spreadsheet has columns headed Reseller Cost , Reseller Markup, and others. In the event a Software Publisher is responding to any of the Lots, can the current "list price" be used in place of Reseller Cost and any appropriate discounts or markups be included in the Reseller Markup column? This would generate the "COPA Final Cost Each" and "COPA Final Extended Cost" which could be used for your analysis.	No. The Commonwealth requires Appendix H be completed as published. Please note if the format of Appendix H is changed, the Offero will be disqualified.
49	Page 32, IV-4, Item 3 - It is stated that the awarded Offeror must accept a procurement card as one of the requirements. Would acceptance of a credit card suffice in lieu of a procurement card?	A procurement card is the same as a credit card.
50	Appendix H - Cost Matrix - Lot 1 contains only 100 part numbers representing over 50 software publishers. This seems remarkably low. Are there other software agreements that exist with the Commonwealth that are excluded from this RFP and for which a separate contract will be executed?	Please refer to question 34.
51	Appendix H - Cost Matrix - This RFP is to include the management of the Microsoft Select Agreement, yet no details are given on the contract or what products are included within. Should those Microsoft products be included in the Cost Matrix for Lot 1 or otherwise?	Please refer to question 1.
52	Appendix E is intended to be attached and made part of the Software Publisher's Software License Agreement. However, if the Potential Offeror is not also the Software Publisher, the Potential Offeror cannot commit or represent to agreement of a contract that they are not a party to. Is the Potential Offeror required to provide the Software Publisher of all products listed in the respective Lots as a formal party to their official RFP response?	Please refer to question 13.
53	If the Potential Offeror cannot commit to the required maximum cost calculation for Support and Maintenance Services on behalf of the Software Publisher, will the Commonwealth accept alternative pricing structures (such as a fixed percentage discount from Publishers list price, or a fixed percentage uplift over Offeror's cost from Publisher)?	No.
54	APPENDIX E - E. Renewal of Support Services/Software Maintenance. Please clarify the five (5) years requirement. Does that period start with the commencement of the contract on July 1, 2010, or does it cover a five (5) year period after the contract concludes on June 30, 2012? Also, will the Commonwealth accept a period of two (2) years to run identical to the term of the contract?	The Commonwealth requires that one year of Support/Maintenance services be included with the initial license purchase. Therefore the five (5) year renewal of Support/Maintenance Services will be initiated following the initial one year term of the original license purchase order.

	Question	Commonwealth Response
55	<p>Are bidders on this contract solely responsible for delivering the products and services, including annual subscription and support, sometimes referred to as maintenance, at the prices or discounts they bid in their submission? There is a licensing relationship between the licensor and licensee which is governed by the manufacturer. The financial relationship between the reseller and the licensee is separate and distinct. Please clarify.</p>	<p>The Commonwealth will purchase all software and services through the resulting contracts. The Commonwealth anticipates that the software publisher will provide a majority of the required services.</p>
56	<p>Appendix H, Cost Spreadsheet, has column headings including Resellers Cost and Resellers Percentage Markup. The Resellers Cost would be List Price minus any discount from the manufacturer or distributor to the reseller. The percentage markup would be the percentage that the reseller would charge above their cost to the Commonwealth. If a manufacturer were bidding this contract direct, they would not have a "Resellers Cost" given that they manufacture the product. Given this, could manufacturers use the Reseller Cost column to put List Price and use the Resellers Percentage Markup column to insert a percentage markup or discount off of the list price that they are willing to provide under the terms of this contract? Both approaches end up with the net price to the Commonwealth but the column naming is not appropriate should manufacturers bid direct.</p>	<p>The Commonwealth recognizes that for certain lots within the RFP a software manufacture may submit a proposal directly. In this instance, the Appendix H Cost Spreadsheet should be completed with the "Resellers Cost" column containing List Price and the "Reseller's Percentage Markup" column being populated with a "0%." The List Price should contain the manufacturer's profit margin.</p>



Commonwealth of Pennsylvania

Date: **2/19/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **5**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The Commonwealth has updated Appendix E. Please note the only change is to the Limitation of Liability provision (#6).

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555 Walnut Street, 6th Floor,
Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us

APPENDIX E
SOFTWARE LICENSE REQUIREMENTS

This Appendix shall be attached to and made a material part of Software Publisher’s Software License Agreement (collectively the “Agreement”) between Licensor and the Commonwealth of Pennsylvania (“Commonwealth”). The terms and conditions of this Appendix shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher’s Software License Agreement.

1. **Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a “Commonwealth Agency” as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.
2. **Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.
3. **Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth’s acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth’s rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
4. **Patent, Copyright, Trademark, and Trade Secret Protection:**
 - a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the “Claim”), including all licensed products provided by the Licensor. For the purposes of this Agreement, “indemnify and hold harmless” shall mean the Licensor’s specific, exclusive, and limited obligation to (a) pay any

judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's

expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

- d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.
- e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.
- g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
- h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

- (6) infringement of a non-Licensor product alone;
 - (7) the Commonwealth's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming: Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:

- (1) bodily injury;
- (2) death;
- (3) intentional injury;

- (4) damage to real property or tangible personal property for which the Licensor is legally liable; or
- (5) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

- a) Licensor may not terminate this Agreement for non-payment.
- b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

8. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at http://www.portal.state.pa.us/portal/server.pt?open=512&objID=4451&&PageID=45862_1&level=2&css=L2&mode=2. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

9. Confidentiality: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

10. Publicity/Advertisement: The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement,

endorsement, or any other type of publicity. This includes the use of any trademark or logo.

- 11. Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

Attachment 1

LIST OF LICENSED PRODUCTS AND FEES

The following information may be revised upon mutual agreement of the Commonwealth and the Licensor on a semiannual basis.

A. Licensed Product:

The Licensed Product includes (list all titles covered by this agreement)

(Note: Insert active link if list is extensive.)

For all fees paid by the Licensee, Licensor acknowledges the License Fee will be paid to Licensor by the Software Reseller contracted by the Commonwealth of Pennsylvania. Fees are listed in the “Services and Pricing Tables” attached to this Agreement.

B. Installation and Configuration Fees (if applicable):

The License Fee includes the following (e.g. installation, configuration services, project management support):

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Additional hours may be purchased in accordance with Licensor’s current Price List for such services and/or rate card set forth in the “Services and Pricing Tables”.

C. Services Included in License Fee(s) (if applicable):

The License Fee includes the following services:

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Additional services may be purchased in accordance with Licensor’s current Price List for such services and/or rate card set forth in the “Services and Pricing Tables”.

D. Maintenance and Support Fees:

Licensor will make the following Maintenance & Support Services available to the Licensee:

Standard Maintenance and Support Services

The Licensee shall receive support by phone, email, or if necessary site visits during the duration of the agreement. If site visits are deemed necessary travel must be in accordance with the

Management Directive 230.10 only at the discretion of the agency. This Management Directive can be found by copying the following link into your internet browser:

http://www.portal.state.pa.us/portal/server.pt?open=512&objID=711&PageID=228891&mode=2&contentid=http://pubcontent.state.pa.us/publishedcontent/publish/cop_general_government_operations/oa/oa_portal/omd/p_and_p/management_directives/management_administrative_support/items/230_10.html

The billable hours will begin in accordance with the established rate card as specified in the “Services and Pricing Tables”.

Standard updates (e.g. service packs, security updates, patches, etc.) are included in the Standard Maintenance and Support Service Fee and will be delivered to the Licensee electronically, in a manner agreed upon by the parties (e.g., email attachment, web download,) or by sending a CD-rom. Licensee may request that a Licensor technician install the updates, either on-site, or remotely, in which case, such support shall be offered to Licensee on a time and materials basis at the rates set forth in the “Services and Pricing Tables”.

Licensee may, at its option, allow Licensor technical staff to log into the Licensee’s system remotely in order to install Updates or to resolve technical problems.

E. Renewal of Support Services/Software Maintenance

The Licensee may renew the Standard Maintenance and Support Services set forth in this Appendix, including Standard Maintenance and Support and Enhanced Maintenance and Support (if applicable), by paying an Annual Support Services Renewal Fee each year subsequent to the Initial Support Term. The Annual Support Services Renewal Fee shall be due within thirty (30) days of the Annual Support Services Renewal Date and Licensee's receipt of a proper invoice. The Annual Support Services Renewal Date shall be the same day each year. Included in the License Fee shall be the Support and Maintenance Services for a period of one (1) year. The Support Services Renewal Fee for the first year following the Initial Support Term shall be determined as follows:

Cost Calculation: Standard Maintenance and Support = Annual Maintenance Percentage * Net License Costs. The Commonwealth expects the “Annual Software Maintenance Percentage” shall not exceed 18% of the “Net License Costs.” The Commonwealth may negotiate the “Annual Software Maintenance Percentage” on a product-by-product basis. The Commonwealth may elect ongoing Software Maintenance at its discretion.

The cost for renewals of Standard Maintenance and Support Services and Enhanced Maintenance and Support Services, if applicable, beyond the first year following the Initial Support Term shall be calculated based on the original Net License Costs to the Commonwealth. The Annual Software Maintenance Costs will remain fixed for a period of five (5) years.

Enhanced Support and Maintenance Fees are described in **Section 2** of this document.

F. Contacts and Support Service Levels

Licensor shall make several contacts available to the Licensee in three ways, as follows:
(Note: This information may be updated as necessary to accommodate organizational changes)

Primary Technical Contact:
Primary Number:
Secondary Number:
Primary email:

Secondary Technical Contact:
Primary Number:
Secondary Number:
Primary email:

Lead Account Contact:
Primary Number:
Secondary Number:
Primary email:

Secondary Account Contact:
Primary Number:
Secondary Number:
Primary email:

During normal business hours, Monday through Friday from 7:30 AM EST to 6:00 PM EST, Licensee shall use the primary email address to contact an individual, and/or the primary number. For after hour, weekend and holiday support, Licensee shall call _____ or e-mail _____

SECTION 2: Summary of Enhanced Maintenance and Support:

Provide a summary of various enhanced maintenance and support services. Describe completely.

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Pricing will be accordance with the established schedule as specified in the “Service and Pricing Tables”.

Service Level Agreement

(if applicable)

Provided the Licensee maintains and supplies remote access capability to Licensor's system, Licensor will use commercially reasonable efforts to correct and/or provide a work-around for any software error, or hardware error if Licensor-provided hardware, reported by Licensee in accordance with the priority level reasonably assigned to such error by Licensee and the associated response obligations set forth below: (insert Priority levels, with definitions and maximum SLA response times):

Service and Pricing Tables

1. Tiered License Costs or Enterprise Costs:
2. Installation and Configuration Fees: (attach rate card)
3. Additional Services:
4. Standard Maintenance and Support Fees:
5. Enhanced Maintenance and Support Fees:



Commonwealth of Pennsylvania

Date: **2/23/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **6**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The Commonwealth added the following requirement as requirement #13 to Section IV-4 Contract Requirements of the RFP.

13. The Commonwealth requires the awarded Offeror to accept purchase orders for software maintenance/support that can extend up to two (2) year past the end date of the awarded contract. This type of purchase order must be in place sixty (60) days prior to the end date of the contract.

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to "My Notes", use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

For solicitations where a "hard copy" (vs. electronic) response is requested:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- If you have already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

Pennsylvania Department of General Services, Bureau of Procurement, 555 Walnut Street, 6th Floor,
Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist



Commonwealth of Pennsylvania

Phone: 717 783-0257

Email: tteprovich@state.pa.us



Commonwealth of Pennsylvania

Date: **2/23/2010**

Subject: **SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT**

Solicitation Number: **6100012054**

Opening Date/Time: **3/12/2010 3:00 pm**

Addendum Number: **7**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation "Addendum" as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

List any and all changes:

The Commonwealth has received additional inquiries about Appendix E - Commonwealth Software Licenses Requirements. It is the Commonwealth's intent for Offerors to present Appendix E to the publishers listed in Appendix F as a part of the Offeror's publisher reseller agreement. The only responsibility the Reseller will have is to inform publishers that in order to sell software and services to the Commonwealth through the awarded contract, Appendix E must be part of the publishers license agreement with the Commonwealth and these requirements are non-negotiable. It is responsibility of the Commonwealth to review Appendix E, Attachment 1 with the Publishers.

The Commonwealth has received requests for clarification on line items for HP, Citrix and WebEx listed in Lot 1 of Appendix H - Cost Matrix. The following individuals are the Commonwealth's contact for these software publishers and can be contacted for additional information on these line items.

HP - Joel McGowan, (609) 723-2772, joel.mcgowen@hp.com

Citrix - Steve Petrakis, (412) 264-4252, Steve.Petrakis@citrix.com

WebEx - Anthony Sweitzer, (703) 484-8487, anthoney.sweitzer@webex.com

For electronic solicitation responses via the SRM portal:

- Attach this Addendum to your solicitation response. Failure to do so may result in disqualification.
- To attach the Addendum, download the Addendum and save to your computer. Move to 'My Notes', use the "Browse" button to find the document you just saved and press "Add" to upload the document.
- Review the Attributes section of your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

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Commonwealth of Pennsylvania

Pennsylvania Department of General Services, Bureau of Procurement, 555 Walnut Street, 6th Floor,
Forum Place, Harrisburg, PA 17101.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Tom Teprovič
Title: Commodity Specialist
Phone: 717 783-0257
Email: tteprovich@state.pa.us