



**FULLY EXECUTED**

Contract Number: 4400007199  
Original Contract Effective Date: 09/14/2010  
Valid From: 09/27/2010 To: 12/31/2017

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: 170579

**Supplier Name/Address:**

DELL MARKETING LP  
4319 COLLECTIONS CENTER DR  
CHICAGO IL 60693-0001 US

Supplier Phone Number: 800-955-3355

Supplier Fax Number: 866-584-8582

**Please Deliver To:**

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

**Contract Name:**

Enterprise Software - Dell

**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 4400007199 is to be used for the purchase of Software Licenses, License Renewals and Maintenance, and Services for all software publishers excluding those software publishers for which the Commonwealth has contracts. (ex. IBM, Oracle and Symantec)

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 \_\_\_\_\_

June 9, 2017

SUBJECT:      Renewal of Contract:      4400007199  
                  Contract Title:            Enterprise Software - Dell  
                  Term of Extension:       September 30, 2017 through December 31, 2017

Dear Mr. Hull:

The Commonwealth is exercising its option to extend the Enterprise Software contract between the Commonwealth of Pennsylvania and Dell Marketing LP. The contract states in Amendment 2:

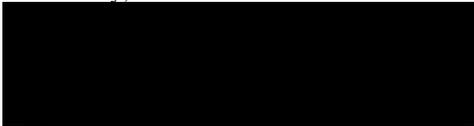
“The Contract shall expire on June 30, 2017. Prior to the expiration date, the Commonwealth may extend the Contract on a month-to-month basis, for up to an additional six (6) months. The Commonwealth may extend the Contract by providing notice to Contractor via letter.”

The Commonwealth is extending the contract for three (3) months. The new termination date will be December 31, 2017.

The Commonwealth requests your acknowledgment of the contract extension. Please confirm your acknowledgment by completing the bottom section of this letter and emailing a copy to me by close of business on June 16, 2017.

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

Sincerely,



Joseph M. Millovich  
Commodity Specialist

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

Yes     No

Signature 

Title Commercial Counsel

Date June 13, 2017

April 6, 2017

SUBJECT:      Renewal of Contract:      4400007199  
                  Contract Title:            Enterprise Software - Dell  
                  Term of Extension:        July 1, 2017 through September 30, 2017

Dear Mr. Hull:

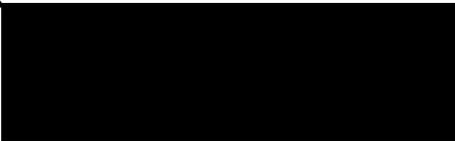
The Commonwealth is exercising its option to extend the Enterprise Software contract between the Commonwealth of Pennsylvania and Dell Marketing LP. The contract states in Amendment 2:

“The Contract shall expire on June 30, 2017. Prior to the expiration date, the Commonwealth may extend the Contract on a month-to-month basis, for up to an additional six (6) months. The Commonwealth may extend the Contract by providing notice to Contractor via letter.”

The Commonwealth is extending the contract for three (3) months. The new termination date will be September 30, 2017.

The Commonwealth requests your acknowledgement of the contract extension. Please confirm your acknowledgement by completing the bottom section of this letter and emailing a copy to me by close of business on April 14, 2017.

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

S 

Joseph M. Millovich  
Commodity Specialist

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

Yes     No

Signature  \_\_\_\_\_

Title Commercial Counsel

Date April 6, 2017

**CONTRACT AMENDMENT NUMBER 2**

**BETWEEN**

**COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ADMINISTRATION**

**AND**

**DELL MARKETING, LP**

**CONTRACT NO. 4400007199**

**THIS CONTRACT AMENDMENT NUMBER 2** is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Office of Administration (“OA”) and Dell Marketing, LP (“Contractor”), with a principal place of business at One Dell Way RR8-6, Round Rock, Texas 78682.

**WITNESSETH:**

**WHEREAS**, the Department of General Services (“DGS”) issued a request for proposals, RFP No. 6100012054 (“RFP”), for software reseller services including management of the Commonwealth’s Microsoft Select Agreement (hereinafter “Software Reseller Services”); and,

**WHEREAS**, Contractor submitted a proposal to provide Software Reseller Services to the Commonwealth; and,

**WHEREAS**, the Commonwealth and Contractor entered into Contract Number 4400007199, a two (2) year contract with three (3) additional one (1) year renewals, which became effective on October 1, 2010 (the “Contract”); and,

**WHEREAS**, on July 1, 2011, DGS delegated IT Contracting authority to OA, including the Contract; and,

**WHEREAS**, OA exercised all renewals and extensions in the Contract, thereby extending the termination date to December 30, 2015; and,

**WHEREAS**, through an emergency purchase order the parties extended the Contract for an additional one (1) year from December 30, 2015 to December 31, 2016; and

**WHEREAS**, the parties desire to extend the Contract for up to an additional twelve (12) months; and

**WHEREAS**, DGS has approved an emergency procurement to facilitate this extension of the Contract.

**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 Contract shall expire on June 30, 2017. Prior to the expiration date, the Commonwealth may extend the Contract on a month-to-month basis, for up to an additional six (6) months. The Commonwealth may extend the Contract by providing notice to Contractor via letter.
3. In consideration of the extension set forth in Section 2 above, beginning on January 1, 2017 (the "Effective Date" of this Amendment Number 2) and extending for the remainder of the Contract term, Contractor shall charge the Commonwealth a zero percent (0%) markup on all software and services provided to the Commonwealth through the Contract.
4. The Commonwealth and Contractor agree to continue to be bound by the terms and conditions of the Contract.
5. Because the services to be provided by Contractor hereunder have been approved by DGS as an emergency procurement until full execution of this Amendment Number 2, Contractor may provide the services based upon such emergency approval. Upon full execution of this Amendment Number 2, all services provided during the period between the date of emergency approval and the Effective Date of this Amendment Number 2 shall be merged into and covered by the terms of the Contract.
6. All terms and conditions of the Contract not affected by this Amendment Number 2 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.

  
S \_\_\_\_\_ 14/2016  
Date

Amanda E. Hudson  
Printed Name

Contracts Manager  
Title

  
S \_\_\_\_\_ 2-14-2016  
Date

Steve Koloski  
Printed Name

Contracts Manager  
Title

SAP Vendor Number - 170579

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**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

**CONTRACT AMENDMENT NUMBER 1**

**BETWEEN**

**COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ADMINISTRATION**

**AND**

**DELL MARKETING, LP**

**CONTRACT NO. 4400007199**

**THIS CONTRACT AMENDMENT NUMBER 1** is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Office of Administration (“OA”) and Dell Marketing, LP (“Contractor”), with a principal place of business at One Dell Way RR8-6, Round Rock, Texas 78682.

**WITNESSETH:**

**WHEREAS**, DGS issued a request for proposals, RFP No. 6100012054 (“RFP”), for software reseller services including management of the Commonwealth’s Microsoft Select Agreement (hereinafter “Software Reseller Services”); and,

**WHEREAS**, Contractor submitted a proposal to provide Software Reseller Services to the Commonwealth; and,

**WHEREAS**, the Commonwealth and Contractor entered into Contract Number 4400007199, 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 4400007199, IT Contract Terms and Conditions, thereby extending the termination date to December 30, 2015; and,

**WHEREAS**, the parties wish to extend Contract Number 4400007199, 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 an emergency procurement extension of Contract Number 4400007199 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 4400007199 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 4400007199.
4. All terms and conditions of Contract Number 440007199 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:**

_____	_____		11-04-2015
Signature	Date	Signature	Date
_____		Steve Koloski	
Printed Name		Printed Name	
_____		Contracts Manager	
Title		Title	
		SAP Vendor Number - 170579	

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**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

Dell Marketing, LP  
One Dell Way RR8-6  
Round Rock, TX 78682

**SUBJECT:** Renewal of Contract: 4400007199  
Contract Title: Enterprise Software  
Term of Extension: October 30, 2010 – December 31, 2015

Dear Mr. Hull:

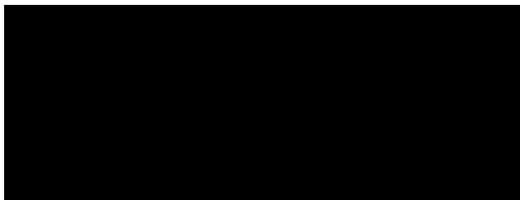
The above referenced contract expires on September 30, 2015. The Commonwealth of Pennsylvania is exercising its right to extend the agreement upon the same terms and conditions for three (3) months as defined in Section 9 of the IT Contract Terms and Conditions:

**“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](mailto:jmillovich@pa.gov).

Sincerely,



Joseph M. Millovich  
Commodity Specialist

March 19, 2014

SUBJECT:      Renewal of Contract:      4400007199  
                  Contract Title:            Enterprise Software - Dell  
                  Term of Renewal:         October 1, 2014 through September 30, 2015

Dear Mr. Emerson:

The Commonwealth is exercising its option to extend the Enterprise Software contract between the Commonwealth of Pennsylvania and Dell Marketing L.P. The contract states in sections I-25 Term of Contract:

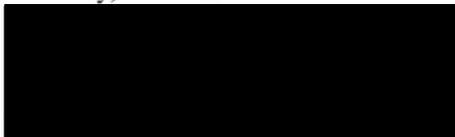
“The Commonwealth, at its sole option, may renew the contract for up to an additional three (3) years. The Commonwealth may exercise the renewal(s) in single or multiple year increments, at any time during the contact term.”

The Commonwealth is renewing the contract for one (1) year. The new termination date will be September 30, 2015.

The Commonwealth requests your acknowledgement of the contract renewal. Please confirm your acknowledgement by completing the bottom section of this letter and emailing a copy to me by close of business on March 10, 2014.

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

Sincerely,

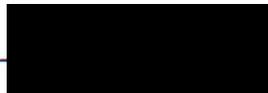


Joseph M. Millovich  
Commodity Specialist

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

Yes    No

Signature 

Title Public Contracts Manager

Date 03/19/2014

May 8, 2012

**SUBJECT:**      Renewal of Contract:      4400007199  
                  Contract Title:            Enterprise Software - Dell  
                  Term of Renewal:            October 1, 2012 – September 30, 2014

Dear Mr. Emerson:

The Commonwealth is exercising its option to renew the Enterprise Software contract between the Commonwealth of Pennsylvania and Dell Marketing. 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 Commonwealth is renewing the contract for two (2) years. The new termination date will be September 30, 2014.

The renewal of this agreement includes the following reductions in the contract mark-up:

- Services mark-up reduced from 2% to .5%
- Software mark-up reduced from .5% to .25%

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.

Sheryl Kimport | IT Commodity Specialist  
Governor's Office of Administration | Office for Information Technology  
Bureau of IT Procurement  
506 Finance Building | Harrisburg, PA 17120  
Phone: 717.346.2670 | E-mail: skimport@pa.gov

The Commonwealth requests your acknowledgement of the contract renewal, mark-up reduction, 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 Monday, May 14, 2012.

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

Sincerely,

  
Sheryl Kimport  
Commodity Specialist

I acknowledge the renewal of the above referenced contract for the above stated Term of Renewal, the noted mark-up reduction, and that all terms and conditions in the contract shall remain in full force and effect.

Yes  No

Signature   
Title Contracts Manager

Date May 15, 2012

CONTRACT BETWEEN

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

**AND**

**DELL MARKETING, LP**

**CONTRACT NO. 4400007199**

**THIS CONTRACT** is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Department of General Services (“DGS”) and Dell Marketing, LP (“Contractor”), with a principal place of business at One Dell Way RR8-6, Round Rock, Texas 78682.

**WITNESSETH:**

**WHEREAS**, DGS issued a request for proposals, RFP No. 6100012054 (“RFP”), for software reseller services including management of the Commonwealth’s Microsoft Select Agreement (hereinafter “Software Reseller Services”); and,

**WHEREAS**, Contractor submitted a proposal to provide Software Reseller Services to the Commonwealth; and

**WHEREAS**, Contractor’s proposal was selected for the Best and Final Offer (“BAFO”) phase of the RFP process; and,

**WHEREAS**, in response to the BAFO request, Contractor submitted a BAFO proposal; and,

**WHEREAS**, DGS determined that Contractor’s proposal, as revised by its BAFO proposal (collectively referred to as the “Proposal”), was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP, and selected Contractor for contract negotiations; and,

**WHEREAS**, the Commonwealth and Contractor have negotiated this Contract as their final and entire agreement in regard to providing Software Reseller Services 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 attached hereto as Exhibit A and made part of this Contract.
3. Contractor shall provide Software Reseller Services to the Commonwealth according to the Technical portion of its Proposal at the prices listed in the Cost portion of its Proposal, which Proposal is attached hereto as Exhibit B and made part of this Contract.
4. 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 Exhibit 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.
5. Contractor shall meet the requirements for providing Software Reseller Services set forth in the RFP, which RFP is attached hereto as Exhibit C and made part of this Contract.
6. Following the Effective Date of this Contract, Contractor shall make the *Commonwealth Software Licenses Requirements*, attached hereto as Appendix 1, a material part of any software reselling agreement Contractor enters into with a software publisher for purposes of providing software to the Commonwealth.
7. Contractor shall notify the software publishers currently providing software to the Commonwealth, as detailed in the RFP, of the Commonwealth's intent to attach the *Commonwealth Software License Requirements* to the software publisher's license agreement for all software purchased through this Contract. Contractor must notify the publishers within timeframes indicated below:
  - a. Top 60 Publishers within 90 days of the Effective Date
  - b. 50% of all Publishers within 120 days of the Effective Date
  - c. 90% of all Publishers within 160 days of the Effective Date
  - d. 98%+ of all Publishers within 180 days of the Effective Date
8. 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 in two (2) years from the Effective Date. The Commonwealth, at its sole option, may renew the Contract for up to three (3) additional years. The Commonwealth may exercise the renewal(s) in single or multiple year increments, at any time during the contact term, by providing written notification to the Contractor.

9. 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 Exhibit A; and then
  - c. The Contractor's Proposal, attached hereto as Exhibit B; and then
  - d. The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, attached hereto as Exhibit C.
  
10. The Parties 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 6<sup>th</sup> Floor  
555 Walnut Street  
Harrisburg, PA 17101-1914
  
  - b. To Contractor: Andrew Baarson  
850 Asbury Drive  
Buffalo Grove, Illinois 60089

With a copy to:

Jill Henderson  
One Dell Way, MS-RR08-07  
Round Rock, Texas 78682

11. 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.

**[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:

[Redacted Signature]

8/19/2010  
Date

Signature

*Lesley Brown*

Printed Name

*Sr. Contracts Consultant*

Title

Dell Marketing, LP

[Redacted Signature]

8/19/2010  
Date

Signature

*Ken F. Collett*

Printed Name

*Sr. Contract Consultant*

Title

Federal I.D. Number - 74-2616805  
SAP Vendor Number - 170579

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

## **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 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 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 10<sup>th</sup> business day for interim milestones or 30<sup>th</sup> 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 (%)
<b>Printing and Writing Papers</b>		
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](http://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](http://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](http://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](http://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](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:

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[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	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].]

Dell Response to  
Commonwealth of Pennsylvania

Request for Proposal  
for Software Reseller

#6100012054

03/12/2010





03/12/2010

## Commonwealth of Pennsylvania

Department of General Services  
555 Walnut Street  
Forum Place 6th Floor  
Harrisburg, Pennsylvania 17101

Attention: Thomas Teproovich  
Reference: Request for Proposal -- Software Reseller -- RFP 6100012054  
Subject: Enclosure of Dell Response

Dear Mr. Teproovich:

Dell appreciates the opportunity to provide Commonwealth of Pennsylvania (hereinafter referred to as "COPA") our thorough response to your Request for Proposal - Software Reseller. We believe our proposed products and services not only meet your criteria, they provide the best overall computing experience at the lowest total cost.

Dell's success as the world's leading computer systems company is built on our ability to respond to our customers' critical business issues. We design and build solutions based on industry-standard technology and related value-added services. Our direct business model allows us to customize these solutions to the specific needs of customers like you.

We are committed to providing cost-effective solutions consistent with your requirements – technology suited to the way you operate and designed to provide excellent performance with lower overall cost of ownership. Dell also offers you a program account team:

- Major Account Manager to ensure overall account satisfaction
- Software Account Team to provide software-related expertise
- System Consultants to provide a seamless deployment experience
- Technical Sales Representatives to facilitate order management
- Customer Service Representatives to provide post-sale support

Attached is our complete response to your request. Please note our ability to meet or exceed your required products and service levels. If necessary, Dell agrees to negotiate additional terms and conditions that are mutually acceptable to Dell and COPA.

Should you have any questions regarding this response, please contact me at 512-723-1575 or online at [meghan\\_flisakowski@dell.com](mailto:meghan_flisakowski@dell.com). Technical questions may be directed to Dell Software's Senior Sales Manager for Major Public Accounts, Alison Turner, at 425-761-8664 or online at [Alison\\_Turner@Dell.com](mailto:Alison_Turner@Dell.com).

Sincerely,

**Meghan Flisakowski**  
Proposal Consultant  
Dell Marketing L.P.

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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.*

### **Dell Response:**

Dell is pleased to provide the Commonwealth of Pennsylvania a response to your Request for Proposal Number 6100012054 for a Software Reseller, including management of your Microsoft Select Agreement. We believe that we have a firm understanding of COPA's needs, based on our history of working with you and based on the requirements set forth in this RFP. We believe that Dell offers a solution that fits uniquely with those needs.

We understand that COPA is looking for a Software Reseller and Value Added Partner that can provide a comprehensive solution which includes: software, training, pre-sales assistance, documentation, volume license agreement administration and related services.

We also understand that while COPA is looking for a reseller that can offer a broad selection of software products at competitive prices, those factors represent just a portion of the value that the Commonwealth expects to receive from this contract. If all your Software Reseller did was take orders, the selection of a reseller to administer your software agreements would not be as critical of a decision. Any software reseller can take an order, but COPA expects the awarded reseller to go beyond taking orders and to play a role in supporting COPA initiatives and IT goals, as we have done for COPA since 2003.

Dell currently administers COPA contract 4400004230, the vehicle through with the Commonwealth purchases 90% of your software needs. Therefore we have had the opportunity to learn firsthand about COPA's specific goals for this contract, as well as the IT challenges that Pennsylvania agencies encounter. The software products and related services that we have provided the Commonwealth have evolved over time to meet your changing needs.

Dell also has a solid understanding of the requirements of contracts of this nature based on our history administering software licensing contracts for other State Government customers. We currently hold statewide software contracts in 35 states across the country. Dell Software works with customers in each of these states to understand their IT budgets, licensing standards, and future needs, and we recommend and sculpt software purchasing options to best meet their needs. We also provide SIIA-approved reports and *License Confirmation Certificates* so that all contract users can easily track and maintain records of all purchases.

Dell's acquisition of ASAP Software in 2007 strengthened Dell's existing business with the integration of ASAP's complementary expertise in managing software licensing, purchasing, renewals, and compliance. Together, the combined organization offers the Commonwealth an outstanding combination of value and services.

As this proposal will demonstrate and our references will confirm, now more than ever, Dell has the history, people and processes in place to make this contract a success for the Commonwealth of Pennsylvania.



## 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.*

### Dell Response:

Dell has the experience, capabilities and resources to make the Commonwealth’s Software Reseller contract a success. Within this summary, we provide an overview of the work to be performed, our approaches and our resources. We also provide a high-level list of the items to be delivered and the services to be provided. Of course, we expand on these topics throughout the proposal which follows as well.

### Company Facts – Dell at a Glance

Dell listens to customers and delivers innovative technology and services that they trust and value. Uniquely enabled by its direct business model, Dell sells more systems globally than any computer company, placing it Number 34 on the Fortune 500. Dell’s climb to market leadership is the result of a persistent focus on delivering the best possible customer experience by directly selling standards-based computing products and services.

Dell was founded in 1984 by Michael Dell, the longest-tenured executive to lead a company in the computer industry. The company is based on a simple concept: by selling computer systems directly to customers, Dell could best understand their needs and efficiently provide the most effective computing solutions to meet those needs. The direct model allows the company to build every system to order and offer customers powerful, richly-configured systems at competitive prices. Dell also introduces the latest relevant technology much more quickly than companies with slow-moving, indirect distribution channels, turning over inventory in just under five days on average.

### The Dell and ASAP Software Advantage

Dell made a significant move recently in our efforts to simplify information technology. By acquiring ASAP Software in November 2007, we were able to augment Dell’s reach as a leading supplier of commercial technology and services with ASAP’s expertise in software licensing and asset management. This, in addition to Dell’s previous software expertise, significantly enhanced our capabilities and put Dell in a leadership position when it comes to managing business such as the Commonwealth of Pennsylvania’s software needs. We are now able to offer our customers complementary expertise in managing software licensing, purchasing, renewals, and compliance.

Dell’s acquisition of ASAP Software combined the strengths of two industry leaders to deliver unsurpassed value to customers. Dell’s legacy of delivering top-notch hardware solutions is paralleled by ASAP Software’s experience in delivering top-notch software licensing solutions. In short, Dell provides best-of-breed IT solutions that help simplify IT for our customers.

[REDACTED] delivering superior capability around software licensing, IT license compliance. We help clients save time in IT management investments, keep current on industry-leading technology, and manage compliance. This gives our customers the ability to spend more time focusing on cost reduction and IT innovation, and less time administering and maintaining their IT environment.

### Unparalleled Experience with Software Licensing Contracts

Dell Software’s experience in software licensing for state government entities is second to none. Our expertise and familiarity can perhaps be best demonstrated by the number and types of software contracts that we administer for government entities (state, local, academic and federal) throughout the United States.



Looking at state government in particular, Dell is proud to administer statewide software contracts for a wide range of state government customers. We currently hold statewide software contracts in 35 states across the country. In particular, we have had the privilege of working with COPA for your software needs since 2003.

All members of Dell Software’s sales team must attend ongoing training and updates on the major software publishers’ licensing programs. While some resellers have separate licensing teams and do not require their sales force to continue licensing education, Dell strives to have all members of our software sales team to be proficient in software licensing.

In addition, Dell has a team of in-house specialists within our Marketing department who are dedicated to supporting the various software publishers’ products and programs. This dedicated team ensures that our sales team stays on top of the industry’s latest products, volume licensing programs and buying options.

Dell believes that COPA can reduce your risk in selecting a Software Reseller by choosing an organization that has not only served many customers well in support of their software volume licensing contracts, as our references will support, but has also earned the industry’s vote of confidence. Dell Software, our proprietary eBusiness system known as Dell Software Online, and our proprietary asset management tool, eSMART, have been recognized many times over our history by industry partners, publications and organizations.

In short, we have a great deal of experience supporting statewide software contracts of this nature. We have the tools and processes in place to make the new contract a success for COPA, and we are excited to continue our partnership with you for your software needs.

## Products and Services to be Provided to the Commonwealth

Dell has a team dedicated to State and Local Government customers in Pennsylvania. Our dedicated sales and support team stands ready to satisfy the specific requirements of the contract resulting from this RFP.

Dell Software is the highest-level partner with major software publishers including Adobe, Business Objects, McAfee, Microsoft, Novell, Symantec, and many others. In fact, we sit on the advisory boards of many software giants. It is common for a software publisher designing a new software Licensing Program to consult with Dell Software, so we are representing our customers’ interests even “behind the scenes.” We will partner with these major publishers – and with a wide range of smaller publishers – to supply the software that the Commonwealth wishes to purchase, and to support the specific terms and conditions which the Commonwealth requires for these purchases.

The products and services which Dell will supply to COPA under this contract include, but are not limited to:

- Software licenses
- [REDACTED]
- [REDACTED] tion
- Software-related publisher-provided services
- Dedicated sales team focusing on Software for State and Local Government and Education within the Commonwealth of Pennsylvania
- Initial and ongoing education of COPA customers on how to use the contract to their best advantage
- Educating software publishers on COPA requirements for software
- Coordinating software publisher training for COPA on popular products and new releases on the horizon



- Software VLA Agreement and Enrollment Assistance
- Volume License Agreement administration
- Assistance identifying and implementing advantageous new VLAs or VLA options
- Standard and custom reporting to the software publishers and to COPA customers
- SIIA-approved reports and *License Confirmation Certificates*
- Customer satisfaction surveys to ensure the contract is meeting COPA customer needs
- Regularly scheduled business reviews for DGS to identify areas for contract enhancement

## Our Commitment to the Commonwealth

Dell has a passion for delivering a superior customer experience. We deliver an excellent customer experience for your software purchases by combining a highly-trained team of account executives with technology and processes that deliver superior accuracy and quick fulfillment at a low cost. In addition, we are pleased to offer COPA a wide range of value-added services which will enable your contract users to derive more benefits from their software purchases. Many of these services are described within the proposal that follows.



## 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.*

### Lot Structure and Qualifications

#### Lot 1

Dell Software is pleased to submit a proposal for one lot of this RFP: Lot 1, the COPA Market Basket.

We have met or exceeded the requirements in the Lot Qualifications listed for Lot 1. Specifically:

- We have established relationships with that will allow us to procure 100.00% of the Software Publishers listed in Appendix F – Required Software Publishers for Lot 1. We have submitted Appendix F defining these required publishers for which we are authorized to resell titles. Note that we have provided software from these publishers to COPA during the current contract term.
- We will continue to work with Commonwealth and the software publishers to onboard additional publishers whose products and programs are a good fit for Commonwealth customers.
- Over the contract term, as we have done during the current contract, Dell will apprise the Commonwealth of possibilities for additional volume license agreements; make recommendations to COPA regarding possible savings from their use; and assist the Commonwealth in developing such agreements at the Commonwealth’s request.
- We are supplying documentation from Microsoft of our Large Account Reseller (LAR) status.

Immediately following are Appendix F and our letter of authorization from Microsoft.

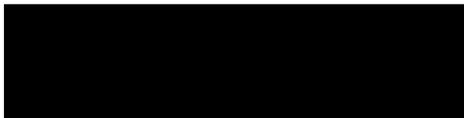


## Appendix F

Software Publisher	Authorized Reseller Yes/ NO
MICROSOFT CORPORATION	Yes
SYNTELLECT	Yes
ADOBE SYSTEMS	Yes
PERFORMANCE LEARNING SYSTEMS	Yes
CA	Yes
COOPER NOTIFICATION	Yes
SOFTWARE AG USA INC	Yes
HEWLETT PACKARD	YES
CHECK POINT	Yes
AUTODESK	Yes
EMC	Yes
INTERGRAPH CORPORATION	Yes
INTERACT PUBLIC SAFETY SYSTEMS	Yes
BMC	Yes
WEBEX COMMUNICATIONS	Yes
TELE ATLAS NORTH AMERICA INC	Yes
TOTAL COMPUTER GROUP	Yes
PAPERFREE CORPORATION	Yes
RSA SECURITY	Yes
BIO-KEY INTERNATIONAL	Yes
METASTORM	Yes
IRONPORT SYSTEMS INC	Yes
CITRIX	Yes
COMPUWARE	Yes
UNISYS	Yes
VERISIGN	Yes
SRC SOLUTIONS	Yes
LAPIS	Yes
SIGHTLINE SYSTEMS CORP	Yes
CENTRELEARN SOLUTIONS	Yes
HANCOCK SOFTWARE	Yes
XSTANDARD	Yes
IMR LIMITED	Yes
GUIDANCE SOFTWARE	Yes
INFORMATICA	Yes
MIMOSA SYSTEMS	Yes
WEBSENSE INC	Yes
SYBASE	Yes
GLOBAL SECURE SYSTEMS	Yes
STACS DNA	Yes
OBJECTBUILDERS	Yes
PEN-LINK	Yes
KOFAX IMAGE PRODUCTS	Yes
LAWSON SOFTWARE AMERICAS INC	Yes
DELTA DEVELOPMENT GROUP	Yes
IMPERVA	Yes



TREND MICRO	Yes
INFORMATION SERVICES GROUP	Yes
SAS INSTITUTE INC	Yes
IMAGETECH SYSTEMS	Yes
ALLEN SYSTEMS GROUP INC	Yes
GLOBAL 360	Yes
SOPHOS INC	Yes
QUEST	Yes
DECISION LENS	Yes
WEBMETHODS	Yes
JDA	Yes



Microsoft Authorization Letter

Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399

Tel 425 882 8080  
Fax 425 936 7329  
<http://www.microsoft.com/>



December 2, 2009

To Whom It May Concern:

As of December 2, 2009, Dell, Inc. holds the following Microsoft authorizations:

- Large Account Reseller (LAR) – allowing Dell to offer the Microsoft Select volume licensing program to end customers
- Enterprise Software Advisor (ESA) – allowing Dell to service and support Microsoft Enterprise Agreements
- Authorized Direct Reseller (ADR) – allowing Dell to offer Microsoft Open Value Agreements to end customers
- Authorized Education Reseller (AER) – allowing Dell to offer Microsoft academic products to qualified education customers
- Service Provider Reseller Authorization – allowing Dell to offer Service Provider License Agreement (SPLA) licensing to SPLA resellers

Such authorizations are effective as of September 1, 2009 and continue through August 31, 2010 unless earlier terminated or mutually extended by the parties. Dell first became an authorized LAR in 1996.

Sincerely,

Mary Jo Schrade  
Senior Attorney  
Microsoft Corporation

Microsoft Corporation is an equal opportunity employer.



## Lots 2- 12

### Dell Response:

Dell is submitting a response for Lot 1 of this solicitation only.

## Company Profile Summary

### Dell Response:

For 25 years, Dell has revolutionized the industry to make computing accessible to customers around the globe, including businesses, institutional organizations and individual consumers. Because of Dell's direct model—and the industry's response to it—information technology is more powerful, easier to use and more affordable, giving customers the opportunity to take advantage of powerful new tools to improve their businesses and personal lives.

Direct relationships with our customers give us an advantage of seeing changing customer requirements and needs earlier than companies who do not have the same breadth of direct relationships. As a result, we are able to develop products with simpler and more productive technology to better serve our customers. As we continue to expand our global presence, we are further diversifying our revenue and profit streams. Our strategy is to focus on higher margin products, services, and solutions to increase overall profitability as we balance our liquidity, profitability, and growth. We are also focused on improving our competitiveness by reducing overall costs. In May 2008, we announced a \$3 billion cost reduction initiative, which includes both cost of goods sold and operating expenses. In the fourth quarter of Fiscal 2009, we identified additional savings opportunities and have increased our cost-reduction target to \$4 billion by the end of Fiscal 2011. Our growth strategy involves reaching more customers worldwide through new distribution partners, such as retail, expanding our relationships with value-added resellers and distributors, and augmenting select areas of our business through targeted acquisitions. Our goal continues to be to optimize the balance of liquidity, profitability, and growth with a focus on increasing the mix of our product portfolio to higher margin products and recurring revenue streams.

Dell Software has been a thriving business, specializing in the sale of software, for the last twenty-four years. A pioneer in the field of volume licensing agreements and a leader in the industry, we have introduced new software licensing concepts to government customers across the country. In particular, Dell Software's experience in managing statewide software contracts is second to none. We currently hold statewide software contracts in over thirty states.

Each of the states represents a wide collection of purchasing entities with diverse needs. Dell Software has worked with each state to identify its unique needs, negotiate and implement volume license agreements, as appropriate, and then structured marketing campaigns to reach that state's eligible customers. Each state has its own story of why they selected Dell Software—in some cases not just once but through several renewal processes.

In addition to earning our customers' votes of confidence through a history of long-term relationships and contract renewals, Dell Software has also earned the industry's vote of confidence. Our Online Order [REDACTED] Information Week magazine's list of the top 100 eBusiness sites for [REDACTED] s. Dell Software was the only software reseller to achieve this

Immediately following is Appendix I – Company Profile



## Organization Chart

*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.*

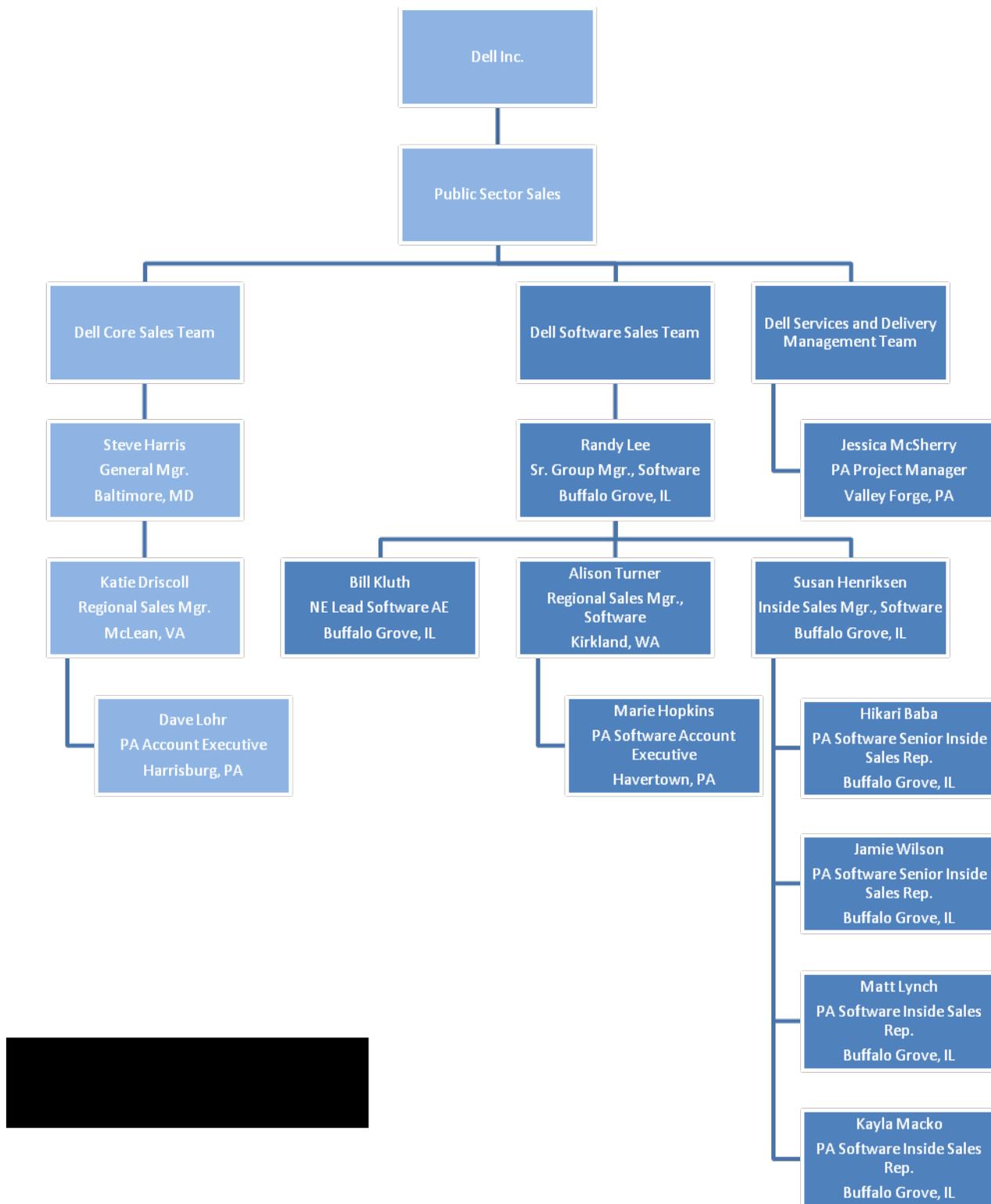
### **Dell Response:**

Dell understands and agrees to comply. Dell made a significant move recently in our efforts to simplify information technology. By acquiring ASAP Software in November 2007, we were able to combine Dell's reach as a leading supplier of commercial technology and services with ASAP's expertise in software licensing and asset management.

The organizational chart which follows depicts the structure of the software sales team that will support this contract for the Commonwealth of Pennsylvania, as well as how the software sales team (shown in darker blue) fits into the overall organization.

COPA contract users have worked with most of these individuals since 2003, and we look forward to continuing these relationships well into the future.





## References

*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.*

### Dell Response:

Dell Software understands and fully complies with this requirement. As requested, below is contact information for 2 private and 2 public sector clients that comply with the requirements of this section. Additional references are available upon request, and we encourage the Commonwealth to directly contact any additional Dell Software clients for references as well, including COPA customers who purchase off the current contract.

#### The Commonwealth of Massachusetts

Contact: Marge MacEvitt  
 Title: Procurement Manager  
 Organization name: Commonwealth of Massachusetts  
 Address: One Ashburton Place, Room 1017  
 Boston, MA 02108  
 Phone: 617-720-3121  
 Fax: 617-727-4527  
 Email: [marge.macevitt@osd.state.ma.us](mailto:marge.macevitt@osd.state.ma.us)

Dell Software has held a comprehensive contract for the Commonwealth of Massachusetts' software continuously since 1998. This contract is of similar size and scope to the one that Pennsylvania intends to put in place.

#### The State of New Jersey

Contact: Marianne Bixler  
 Title: Sub-Team Leader, Information Technology Procurement  
 Organization Name: State of New Jersey, Division of Purchase and Property  
 Address: 33 West State Street, 8<sup>th</sup> Floor  
 Trenton, NJ 08625



[marianne.bixler@treas.state.nj.us](mailto:marianne.bixler@treas.state.nj.us)

Dell Software has held a comprehensive contract for the State of New Jersey's software since 2008. This contract is of similar size and scope to the one that Pennsylvania intends to put in place.



Zurich Financial Services

Contact: Stephen A. Selznick, ChFC, CLU
Title: Head of Global IT Contracts
Address: 4601 Wilshire Blvd., Suite 250
Los Angeles, CA 90010
Phone: 323-932-3263
Email: steve\_selznick@farmersinsurance.com

Dell Software administers various software volume license agreements for Zurich Financial Services. This organization's purchases are of similar size and scope to the contract that Pennsylvania intends to put in place. Note: This individual travels frequently for international business. Please let us know if we may assist in coordinating your conversation with him.

Humana, Inc.

Contact: Glenn Morgan
Title: Manager of Technical Services
Address: 123 E. Main Street
Louisville, KY 40202
Phone: 502-476-1022
Email: gmorgan@humana.com

Dell Software administers various software volume license agreements for Humana. This organization's purchases are of similar size and scope to the contract that Pennsylvania intends to put in place.

Cost Matrix

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.

Dell Response:

Per the RFP requirements, Dell has included our Cost Matrix in a separate sealed and Lot-labeled



De

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.*

**Dell Response:**

Dell understands and agrees to comply. Immediately following are the resumes of the Project Manager who will support COPA, Jessica McSherry, and 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, Bill Kluth.

Note that both resumes demonstrate a minimum of five years of experience with increased levels of responsibility and experience managing large scale projects for software. Both resumes also include references for these individuals.

Of course, these Project Managers are just part of the overall team supporting this software contract for the Commonwealth. We supplied an Organizational Chart previously in this proposal, and we also describe the roles of the various account team members in the section which follows.





1990 - 1994  
Gandalf Data Limited, Cherry Hill, NJ  
Infotron Systems Limited  
Marketing Director

LAN/WAN internetworking systems manufacturer with sales and service operations in 95 countries.

- Developed corporate marketing plan focusing hardware and software engineering resources and selling divisions toward the remote access market.
- Managed ten product managers in Canada and US.
- Managed product development process from market requirement, specification, prototyping and testing, launch and retirement.

1986 - 1990  
Systems and Computer Technology, Inc., Malvern, PA  
Senior Consultant

Applications software, systems integration and facilities management service provider for government and education sectors.

- Performed transition management of customer business applications implementation and data center outsourcing.
- Responsible for prospecting, sales and delivery of services to targeted industries.
- Performed network planning, needs assessment, analysis and design specifications, RFP generation, vendor selection and bid negotiations, and implementations for clients.
- Built organization of network consultants for billable engagements.
- Generated promotional literature, proposal boilerplate and prospect screens for consulting practice.

1983 - 1986  
Mediq Information Systems, Inc. Pennsauken, NJ  
Director of Communications Consulting  
Project Manager  
Senior Consultant

- Responsible for marketing strategies, sales objectives and client development activities.
- Hired, trained and managed consulting staff.
- Designed and implemented networks for application specific and/or integrated voice, data, imaging and video.
- Performed network analysis and designed wide area networks for national customer base.

**EDUCATION:**

American University  
Washington D.C.  
B.A. - Government and Psychology

Drexel University  
Philadelphia, PA  
M.B.A. - Marketing

ITIL Foundation Certification  
Dell PMI Certification  
Gartner Certified TCO Expert and Train the Trainer- Distributed Computing, Data Networks, Voice Networks, and Enterprise Operations Center models.



Vinnie Dipalermo  
55 Merritt Blvd  
Trumbull, CT  
Cell #203-257-2815



**Bill Kluth**  
**Northeast Contracts Lead Account Executive**  
**And Substitute / Temporary Project Manager**  
**Dell Software**

**Education**      BS, University of Illinois  
**Certifications**   Microsoft Certified, Novell Certified, SAM and CSM Certified

**Industry Experience**

**1990 - Present**      In over 19 years experience with ASAP Software and now Dell Software, have held several sales and project management roles, with progressing responsibility.

Since 1999, have been focused on supporting statewide software contracts in the Eastern United States, including the Commonwealth of Pennsylvania, in the following roles:

- Senior Account Executive
- Regional Sales Manager
- New England Contracts Lead Account Executive (*current*)

In current role as Northeast Contracts Lead Account Executive, have enjoyed the opportunity to:

- Work with each of the Software Account Executives and Software Inside Sales Representatives supporting these statewide software contracts to ensure high quality service and conformance with contract requirements
- Work with each participating state at a high level to provide reporting, contract reviews, address questions or concerns, etc.
- Work with software publishers to ensure participating states are buying at the most advantageous levels possible
- Work with new software publishers to make sure they are onboarded as quickly and efficiently as possible in order to provide fast, reliable service to customers
- Serve new and existing customers directly as a point of contact
- In-person, on-site expertise in working with customers to supply technology and licensing information and to provide assistance with licensing compliance
- Align with partners, integrators, and software publishers including Microsoft, Adobe, Symantec, McAfee, VMware, Novell, Citrix, Trend Micro and many others to ensure success of this contract

**Industry References**

Have had the privilege to work closely and develop strong partnerships with many individuals in support of the current contract. These are just 2 such references:

**Marge MacEvitt**  
 Commonwealth of Massachusetts  
 617-720-3121  
[marge.macevitt@osd.state.ma.us](mailto:marge.macevitt@osd.state.ma.us)

**Marianne Bixler**  
 State of New Jersey  
 609-292-2194  
[marianne.bixler@treas.state.nj.us](mailto:marianne.bixler@treas.state.nj.us)



## Dell Sales Team

*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.*

### Dell Response:

Dell lays the groundwork for high quality and timely presales assistance by ensuring that our software sales team is armed with knowledge of the software publishers' programs. We require 100% of our software sales force to attend publisher trainings and to achieve software publisher sales certifications such as Microsoft sales certifications. We also provide that sales team with access to many different types of publisher resources, both internal to Dell and external, so that we can answer more complex questions confidently and quickly.

We give our customers the opportunity to speak to a live, knowledgeable representative anytime during the customer's regular business hours. If a caller dials the direct toll-free number for his or her designated Software Inside Sales Representative and that individual doesn't answer, the caller may press zero followed by the pound sign to reach another member of the sales representative's team, who will also be knowledgeable about COPA contract products, terms and conditions.

Our clients often turn to us for assistance with products to meet a specific need. Our responses in these instances are customized based on the particular customer making the request. Sometimes we are able to direct a customer to a statewide or organization-wide standard or preference (e.g. if an agency already has a volume license agreement in place with special pricing for a preferred flow-charting package, or antivirus solution, etc.).

In other instances, when a customer is researching a product with no history or preference within the organization, we have various ways in which we can assist. Because we work with a wide variety of software publishers, our representatives are often able to identify several alternatives based on their own hands-on experience. We also have software categories and sub-categories identified within our internal systems, and we can run reports based on those categories. In the Dell Software Online tool, a customer may also search for software by category, sub-category, or brand, and may narrow the search by price or other available filters.

Once we have identified alternatives that the customer wishes to consider, we work with our internal resources and/or the various publishers to provide product comparisons in terms of features, cost, market share, frequency of purchase in the particular agency or state, etc.

Part of the reason that Dell is able to respond to these types of requests efficiently is due to the publisher-specific resources in our organization who support the Commonwealth account team behind the scenes. These roles include: Software Licensing Specialists who are experts in a specific publisher's VLA offerings; publisher-specific Product Managers and Product Champions within our marketing department; [REDACTED] within our purchasing and contracts departments. The people in [REDACTED] are the signatories of the individual publishers' Volume License Agreements, and [REDACTED] inform the Dell sales teams so that we can help customers make [REDACTED]. Our Software account team has immediate access to a wealth of publisher information, VLA terms and conditions, product information, as well as the latest pricing and versions, all posted on an internal database of software information.



## Implementation Plan

*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.*

### Dell Response:

Dell Software holds statewide software contracts in 35 states across the country, and we have a great deal of experience with software contract transitions and implementations. In this case, the implementation will be very straightforward. We have had the privilege to work with COPA for your software needs since 2003 so we already have your accounts, purchasing preferences, and software Volume License Agreements set up in our backend and online systems.

Even as the current reseller, there are steps that we want to take up front to make sure that elements of the new contract such as pricing, contract options, and customized reporting fields are set up accurately before we begin taking orders under the new contract. Rest assured that these actions will all be on our end; the Commonwealth's involvement will be limited to following the software publisher's process for establishing agreements and designating Dell as the reseller, if applicable.

Based upon our history with COPA, as well as advance preparation and execution of the above steps, we will be ready to provide service to COPA customers for approved publishers as of the effective date of the new contract.

Below, we provide additional details of the Implementation Plan, using the specific categories identified in the RFP.

## Structure of the COPA Account Team

Within this section, we will describe the organizational structure of the overall Dell and Dell Software account team assigned to COPA, and how various resources from within Dell will come together in support of all aspects of the Commonwealth's software contract (including product research).

When selling organizations talk about the people who will service you, the word "team" is often used. At Dell, though, team is more than a buzzword. Our account management concept provides our customers with multi-level staffing to ensure that we exceed your expectations for service.

Any software reseller can take an order, but Dell goes beyond taking orders and partners with our customers to provide advice for money-saving opportunities and long-term solutions. Dell Software also looks beyond the existing programs and analyzes what programs will best meet the needs of our customers moving forward. We have grown and evolved along with our various government and [REDACTED] worked with many states where we hold statewide software contracts [REDACTED] ent offerings and identify which of those make sense for them. We [REDACTED] ke sure these VLAs, as well as the services we offer in [REDACTED] our customers' needs.

The roles of the members of the Commonwealth of Pennsylvania Account Team are described below.

### *Marie Hopkins, COPA Software Account Executive*

Marie Hopkins is the Software Account Executive for COPA, and she has extensive experience working with state and local government and academic accounts. Specifically, Marie has worked with the Commonwealth of Pennsylvania fulfillment of the current software contract since 2005. Marie is based in Havertown, PA.



As an experienced software professional, Marie Hopkins understands software licensing, as well as the unique needs of state and local government customers. Marie will meet with DGS regularly; proactively arrange meetings with Pennsylvania customers; help analyze license usage and recommend purchasing options in line with Pennsylvania software standards, initiatives, goals and budgets; arrange and attend publisher seminars; attend state and local events as appropriate; and provide fast, knowledgeable product and pricing information. Marie will also be able to provide accurate license tracking and reporting, as well as educate COPA customers on Dell Software Online, our online eCommerce application, to enable you to access your contracts and purchase history 24 hours a day, 7 days a week.

In addition to her day to day activities in support of this contract, Marie will also be prepared to meet with DGS periodically to conduct a broad review of software products and services, ongoing operations, and contract recommendations. We suggest quarterly business reviews for contracts of this nature, and will be happy to conduct a review at other times as well upon request from DGS.

In addition to Dell's extensive initial and ongoing training regimen, every Account Executive at Dell Software—including Marie Hopkins—must complete the SIIA's Certified Software Manager program. This curriculum focuses primarily on the legal issues of software licensing, which allows Marie to help COPA ensure that your PCs are in legal compliance with the Commonwealth's licensing agreements.

Marie is well versed in helping state and local government customers to identify the best way to procure software. She has forged strong relationships with the publisher representatives who support COPA, and she has successfully assisted Pennsylvania customers with implementation and administration of their software needs. We are confident that this experience will be beneficial to COPA under the new contract as well.

For day to day administration of this contract, Marie will work closely with Software Inside Sales Representatives in Dell Software's offices in Buffalo Grove, Illinois: Hikari Baba, Jamie Wilson, Matt Lynch and Kayla Macko. Their roles are described below.

- Hikari Baba, Senior Software Inside Sales Representative, COPA
- Jamie Wilson, Senior Software Inside Sales Representative, COPA
- Matt Lynch, Software Inside Sales Representative, COPA
- Kayla Macko, Software Inside Sales Representative, COSTARS

Based in our Buffalo Grove, Illinois office, our software inside sales team is instrumental in handling the day-to-day operations of our state government contracts. Please note that while the inside sales team is based in Illinois, their working hours are based upon the territories that they support. Easily accessible during **Pennsylvania's regular business hours** via a direct, toll-free phone number, fax, or email, the COPA Software Inside Sales Team of Hikari Baba, Jamie Wilson, Matt Lynch and Kayla Macko will be readily available to meet your needs.

Hikari, Jamie, Matt and Kayla are all experienced members of a team that works exclusively with state and local government and academic accounts. They each have experience working with statewide software contracts, and they all work with COPA now in support of COPA's current software contract.

[REDACTED] from the major publishers, including Microsoft, and they are excited to provide the expertise to meet COPA's needs.

[REDACTED]'s knowledge of the software publishers' government offerings and government paperwork make each of them a valuable asset for their customers. In their roles working with COPA under the new contract, Hikari, Jamie, Matt and Kayla will provide pricing, product information and contract information, assist with and process paperwork, fill orders, ensure timely shipment and receipt of orders, track orders, provide reports of purchase history, provide assistance with Dell Software Online for online services that agencies wish to use, and process return requests. In short, they are empowered to meet the day-to-day needs of COPA customers.



*Dave Lohr, Dell Core Account Executive*

Dave Lohr is the Core Account Executive who works with the Commonwealth of Pennsylvania. Dave is based in Harrisburg, PA. He is frequently on site working with Pennsylvania customers, and he will work in tandem with Marie Hopkins and the Software Inside Sales Team to support all of COPA's IT needs. Dave will provide Pennsylvania customers with ongoing account management and strategic planning assistance. Essentially, Dave expands upon the services that Marie Hopkins and the Software Inside Sales Team provide by offering additional onsite representation and a broader set of tools and services to enable COPA customers to simplify their IT purchasing process.

*Jessica McSherry, Dell Project Manager*

Jessica McSherry is the Project Manager who will ensure that services under this contract are being delivered accurately and on schedule. Jessica has over 20 years of relevant industry experience, and over 15 years in Project Management roles. She has worked to manage large scale projects, including hardware projects for COPA, and we are excited to add her experience to this software contract under the new term.

*Bill Kluth, Dell Backup Project Manager and Lead Software Account Executive for the Northeast*

Bill Kluth has been with ASAP Software and now Dell for over 19 years, and he has had roles of progressing responsibility during this time. Since 1999, Bill has been focused on supporting statewide software contracts in the Eastern U.S., including the Commonwealth of Pennsylvania. He has been a Senior Account Executive and Regional Sales Manager for the East. In his current role as Northeast Contracts Lead Account Executive, Bill has enjoyed the opportunity to work with the Software Account Executives and Software Inside Sales Representatives supporting statewide software contracts in the Northeast to ensure high quality service and conformance with contract requirements. He looks forward to continuing to work with COPA in support of the new contract.

*The State Government Software Inside Sales Team*

An account team that works exclusively with state and local government and academic accounts also backs up the primary COPA team. This team has access to and knowledge of your contract information. Each team member has experience working with major state government contracts that Dell administers, and each will be aware of the intricate details of the new COPA contract as well.

If you call Hikari Baba, Jamie Wilson, Matt Lynch and Kayla Macko and reach voicemail, you may press zero (0) followed by the pound sign (#) to be connected with another member of the State Government Software team. In the event that the entire team is occupied, your call will be routed to the next available member of our sales or customer service team. In other words, if you want to speak with a live, knowledgeable person during COPA business hours, that is always an option. And remember, **all** members of our software sales team must achieve publisher certifications and attend regularly scheduled [REDACTED] news, including new versions and programs, so you can feel [REDACTED] from this group.

*[REDACTED] Sales Manager, Eastern State Government*

The Software Inside Sales Team for the Eastern United States, including Pennsylvania, reports to Susan Henriksen. Susan is based in Buffalo Grove, IL but works during COPA business hours since her team supports customers in the Eastern U.S. Susan has been with ASAP Software and now Dell since 2001. She has worked with major contracts and helped to make these agreements a success. She is dedicated to the goal of memorable customer service and encourages her team members to develop new ways to meet their state government customers' unique needs. Not only will Susan be supporting the COPA Account Team behind the scenes, she will also be available to personally assist COPA customers. In the event of a problem or concern that you need to escalate, Susan will be happy to address it. And she



would also like to hear from you to discuss industry trends or how to maximize the benefits of this contract.

*Alison Turner—Senior Sales Manager, Software - Education, State and Local Government*

Alison is the Senior Sales Manager-Software for Dell Software’s Education, State and Local Government group. Alison has been with ASAP Software and now Dell since 1994 and has spent that entire period of over fifteen years working with state and local government and academic customers. Alison manages the field Software Education, State and local Government team, including Marie Hopkins. She is very familiar with the operations of the thirty-five states that have selected Dell to hold statewide contracts, and she is aware of the unique challenges facing education, state and local government organizations. Alison has worked with publisher representatives and licensing executives across the country and has helped ensure the success of many statewide software agreements.

*Randy Lee—Senior Group Sales Manager, Public Sector Software*

Randy oversees all software government contracts at Dell Software. Randy has been in the IT industry and focusing on government accounts since 1982. Randy came to Dell | ASAP Software’s offices in Buffalo Grove, Illinois in 1992 and was integral in building a government software team. Since that time, Dell Software has become one of the most influential software solutions providers in the U.S. government market. Randy was instrumental in convincing both software publishers and the U.S. Government to add various Volume License Agreements to the Federal GSA Schedule. This started a landslide of state government interest in VLA programs. And since then, Randy has worked to make many new types of software purchasing vehicles accessible to government customers. Randy Lee supports all public sector software sales throughout the United States, but he still takes the time to make sure individual customers are delighted with the services we provide. You can feel confident that any group headed up by Randy Lee has the government focus necessary to make your contract a success.

### Setting up Software Publisher Relationships

Because the Commonwealth is currently working with Dell Software for your wide array of software needs in the past, Dell already has relationships established to procure 100.00% of the software publishers listed in Appendix F, as well as many additional software publishers not specifically named in Appendix F. (Dell Software represents more than 2,400 software publishers whose products we can provide to COPA customers, pending approval of COPA required terms & conditions.)

As clarified by COPA in Addendum 7, we understand that 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. We understand that it is our responsibility as the Reseller 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 publisher's license agreement with the Commonwealth and these requirements are non-negotiable. In order to minimize delays, we have already approached many of the publishers (whose products the Commonwealth is currently using) with the updated Appendix E. Many software publishers have provided feedback and are willing to discuss and/or negotiate some terms with the Commonwealth before final agreement.

[REDACTED] COPA, we anticipate that there might be some delays in our ability to [REDACTED] through the contract, and upon notice of award we will make [REDACTED] historical publishers, presenting them with the updated Appendix E [REDACTED] to agreement with COPA. Once we have been informed by COPA that a successful agreement has been reached between the software publisher and COPA, we will add those publishers to the list of authorized publishers under the COPA contract with Dell. We believe that much of the groundwork is already in place between Dell and the software publishers because of our long-term, successful work with these publishers and COPA customers. We will continue with a high sense of urgency to assure that the publishers understand the importance and urgency of reaching license terms and conditions with COPA.



## Web-based Ordering and Reporting Tool

Dell Software already makes a web-based ordering and reporting tool available to COPA. Our online system, Dell Software Online, accesses the information found in our backend system, *TRACKER*, and provides our customers with a centralized, comprehensive software management system. Access to Dell Software Online is free to COPA customers and includes Internet-based applications designed to help you:

- Manage volume license agreements (both at a centralized and agency level) to ensure compliance
- Obtain real-time contract pricing for accurate costing
- Place orders for software licenses, shrink-wrap, media, docs, and technical services
- Enforce organizational standards through custom catalogs
- Track purchases and license deployment
- Manage your technology assets easily by running and/or scheduling standard and custom activity reports
- Keep budgets in check and enforce purchasing limits with electronic approval routing
- Submit first-level technical support requests for product purchased from Dell Software
- Stay up to date through opt-in e-mail subscriptions to Daily Industry News, Software Alerts, and eNewsletters
- Request authorization to return items

This web-based ordering and reporting tool is discussed in more detail in the E-Procurement section of this proposal.

## Introducing the New Contract

Dell typically begins our education efforts for a new State contract by conducting face-to-face informational sessions, and our preference is to conduct a presentation within the first 30 days of the contract period. This method is very effective because we are able to meet with customers and build (or strengthen existing) relationships, assist with enrollments, demo services such as Dell Software Online, and discuss contract benefits, including Microsoft Software Assurance and other publishers' programs. This personalized program, while very effective, only reaches customers in or around a specific geographical area or areas. So to reach a broader group we also like to send out introductory emails to potential contract users, and we would welcome the opportunity to communicate with customers in outlying areas via webcasts as well. We look forward to coordinating this initial training with DGS promptly upon award of the new contract.

We understand that COPA customers are decentralized and communication can be difficult, which means that the role of your selected software reseller in informing contract users about this contract is especially important. How well and how often the message about the benefits of purchasing off the volume [REDACTED] COPA entities will make a major difference in the success of this [REDACTED] customers - both formally and informally, and both initially and over

Dell Software intends to continue acting as a partner for the Commonwealth, and communication is one of the keys to maintaining our partnership. Your Dell Pennsylvania-based account team will be available for regular onsite visits, with both DGS and also COPA's many eligible contract users. With the approval of DGS, we would also like to provide face-to-face Quarterly Business Reviews for the Commonwealth. At these meetings, we would present the quarterly contract activity, go over results of any customer satisfaction surveys, make suggestions of any new contract options or benefit implementation we would recommend for COPA, and also gather feedback from participants in this contract on our performance and any suggestions to enhance COPA's experience using the contract.



## Invoicing Meeting COPA's Standards

As the current software contractor for COPA, Dell Software has demonstrated that our software invoices meet the Commonwealth's standards. There are no new processes that need to be implemented. However, we can certainly work with COPA at any time to add additional information such as CIO (Custom Information Option) fields to your invoices, as an added record-keeping benefit for you.

## E-Procurement Plan

*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***

### Dell Response:

Dell Software already makes a web-based ordering and reporting tool available to COPA which meets the requirements set forth in Part IV-4(3) Contract Requirement. Our online system, Dell Software Online, accesses the information found in our backend system, *TRACKER*, and provides our customers with a centralized, comprehensive software management system. Access to Dell Software Online is free to COPA customers and includes Internet-based applications designed to help you:

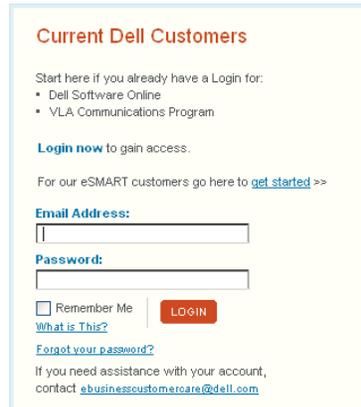
- Manage volume license agreements (both at a centralized and agency level) to ensure compliance
- Obtain real-time contract pricing for accurate costing
- Place orders for software licenses, shrink-wrap, media, docs, and technical services
- Enforce organizational standards through custom catalogs
- Track purchases and license deployment
- Manage your technology assets easily by running and/or scheduling standard and custom activity reports
- Keep budgets in check and enforce purchasing limits with electronic approval routing
- Submit first-level technical support requests for product purchased from Dell Software
- Stay up to date through opt-in e-mail subscriptions to Daily Industry News, Software Alerts, and eNewsletters
- Request authorization to return items

This web-based ordering and reporting tool is also discussed in more detail in the Reporting section of this proposal.

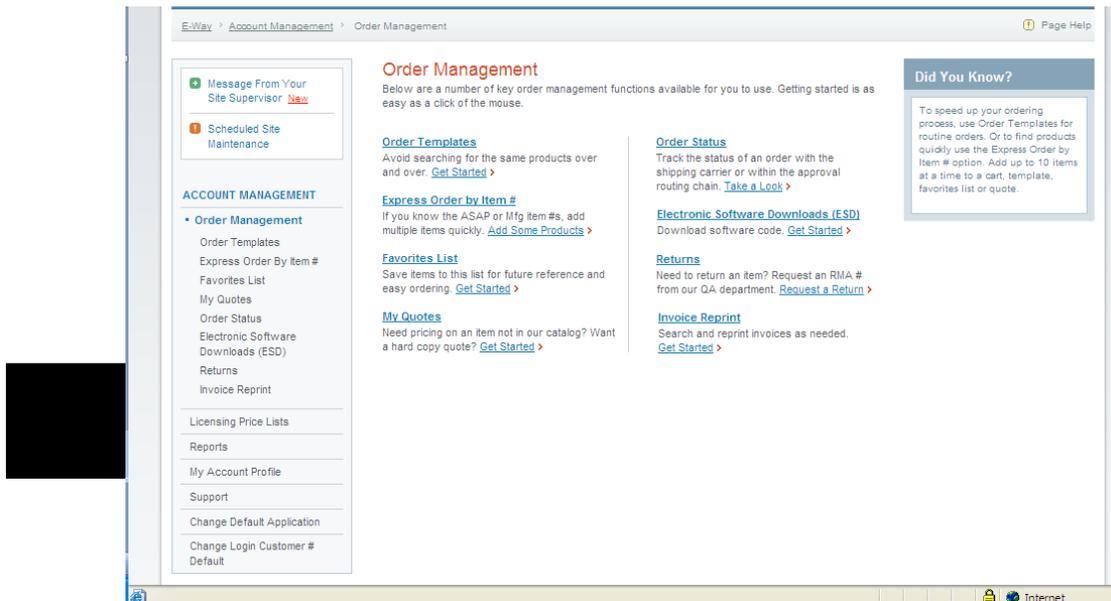
We are providing some screen shots below to give you an idea of some of the screens COPA contract users will experience when using Dell Software Online.



When a customer visits our website they will see a welcome page. From there, the COPA customer will need to log into Dell Software Online using his or her email address and password in order to access contract-specific pricing or purchase history.



The Order Management menu in Dell Software Online allows customers to place orders and provides you links to every aspect of your order.



When searching for products, customers may use an Express Search or an Advanced Search. The Advanced Search is shown below.

Select from any or all of the options below. Hold down the Ctrl key (PC) or Apple key (MAC) to make multiple selections.

Keyword(s):

Price Range: \$  to \$

Brand:   
1039 PRO  
12 INCH DESIGN  
1E  
21ST CENTURY

Category:   
DOCUMENTATION  
MEDIA  
SERVICES  
SOFTWARE

Platform:   
CROSS  
DOS  
LINUX  
MAC

ASAP Item #:

Manufacturer Item #:

Display:  All items  
 Items available as Electronic Software Downloads (ESD) only  
 In stock items only

Once a customer has searched for products, in addition to placing orders, there are options to save an order template or to create a quote for a future order.

Following is a screen shot of an order acknowledgement.

**Confirmation**  
Your order has been submitted for approval.

Send additional email confirmations to:  
  
Enter up to 5 email addresses, separated by commas

**Order Information**

<b>Routing #:</b> W4000952	<b>Date Ordered:</b> 11/18/2007	<b>Order Name:</b> Training Cart	
<b>Billing Address</b> ABC CORPORATION 850 ASBURY DRIVE BUFFALO GROVE, IL 60089 US		<b>Customer Number:</b> 999999	<b>Shipping Address</b> ASAP SOFTWARE 1177 HIGH RIDGE RD STAMFORD, CT 06905 US
<b>Payment</b> <b>Purchase Order:</b> PO		<b>Shipping Method</b> <b>Physical Products:</b> FEDEX GROUND	<b>License Products:</b> Email (1 Email address)

**Custom Information Options for this Order**  
COST CENTER : 8766  
GENERAL LEDGER NUMBER :  
JOB NUMBER : 2264

**Approval**  
**Ordered by:** Sammy Tester 11/18/2007  
**Approver:** Sheri Rosenbaum Pending



Customers may choose to route orders for approval before they are released. Here is the screen an approver would see.

The screenshot shows the EWay Order Management interface. At the top, there are navigation tabs for 'SHOP SOFTWARE', 'IT Solutions', 'Expertise & Resources', and 'About ASAP'. Below this is a breadcrumb trail: 'EWay > Account Management > Order Management > Order Status'. A 'View' dropdown menu is set to 'Orders pending my approval'. The main content area displays a table of orders pending approval.

Order Name	Date Created	Routing #	Routed from
<a href="#">Training Cart</a>	11/18/2007	W4000952	Sammy Tester
<a href="#">Untitled Order</a>	11/15/2007	W4000896	Erica Behnke
<a href="#">Untitled Order</a>	11/13/2007	W4000880	Erica Behnke
<a href="#">Untitled Order</a>	11/06/2007	W4000736	Nichole DeTota
<a href="#">Kristins Test</a>	11/06/2007	W4000727	Kristin Kowynia
<a href="#">Untitled Order</a>	11/05/2007	W4000649	Susan Spalding
<a href="#">Untitled Order</a>	11/05/2007	W4000573	Susan Spalding

Orders may be easily tracked online...

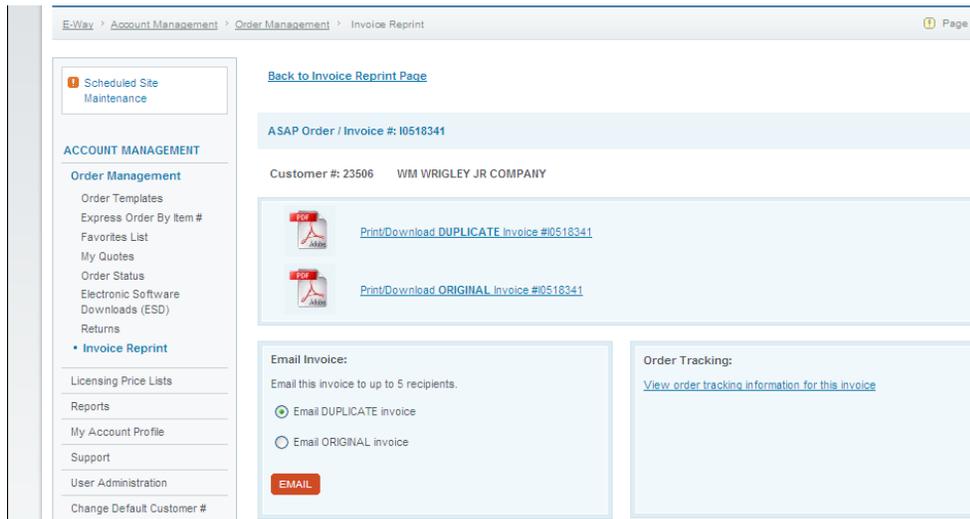
The screenshot shows the EWay Order Tracking & Inquiry interface. It features a table of 'My Recent Orders' and a search section for finding specific orders.

Order / Invoice #	PO / CC #	Status	Order Date	Ship Date
<a href="#">03737883</a>	470368-11140	SHIP COMPLETE	11/15/2007	11/16/2007
<a href="#">03735157</a>	447555-12520	INVOICED	11/08/2007	11/08/2007
<a href="#">03726854</a>	53130	INVOICED	10/24/2007	11/08/2007
<a href="#">03732752</a>	464352-24230	INVOICED	11/01/2007	11/02/2007
<a href="#">03732080</a>	464352-24230	INVOICED	10/31/2007	11/01/2007
<a href="#">03729307</a>	53013	INVOICED	10/25/2007	10/26/2007
<a href="#">03729691</a>	463478-24220	INVOICED	10/25/2007	10/26/2007
<a href="#">03729037</a>	53014	INVOICED	10/24/2007	10/26/2007
<a href="#">03729214</a>	463478-24220	INVOICED	10/25/2007	10/25/2007
<a href="#">03728258</a>	448095-11280	INVOICED	10/23/2007	10/24/2007
<a href="#">03727644</a>	53014	INVOICED	10/22/2007	10/24/2007
<a href="#">03727646</a>	416331-20130	INVOICED	10/22/2007	10/24/2007
<a href="#">03727641</a>	53013	INVOICED	10/22/2007	10/23/2007
<a href="#">03726992</a>	20120-438509	INVOICED	10/19/2007	10/22/2007
<a href="#">03727189</a>	461228-20290	INVOICED	10/19/2007	10/22/2007
<a href="#">03725421</a>	459283-20160	INVOICED	10/16/2007	10/22/2007
<a href="#">03726933</a>	461228-20290	INVOICED	10/19/2007	10/19/2007
<a href="#">03726840</a>	461228-20290	INVOICED	10/19/2007	10/19/2007

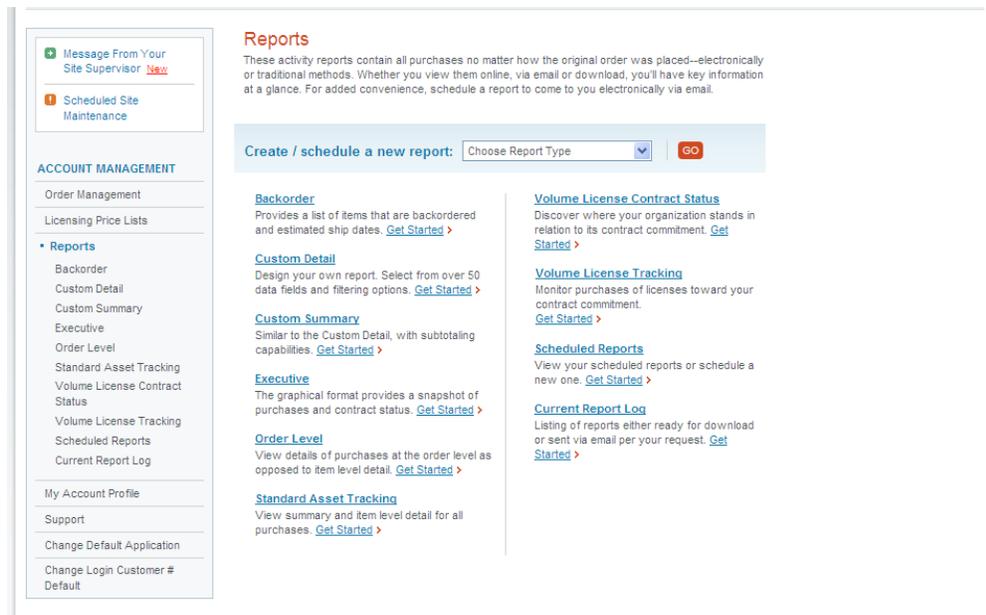
The search section includes fields for 'Order / Invoice #', 'Customer #', 'PO #', 'Credit Card #', 'Reference PO #', 'Order Status', 'Shipped Begin Date', 'Shipped End Date', 'Order Total \$', 'Country', 'State / Province', and 'Product Serial #'. A 'FIND ORDER(S)' button is located at the bottom right of the search area.



And duplicate License Confirmation Certificates may be printed when necessary.



The Reports Menu will provide contract users with a variety of ways to access information about their purchase history. We provide additional details on our reporting capabilities later in this proposal.



While the screen shots above give you an idea of the user experience, we would welcome the opportunity to provide a live demonstration of Dell Software Online so that you experience a broader range of the online benefits to which the COPA will be entitled under the new contract.



## Transition Plan

*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*

### **Dell Response:**

Dell holds statewide software contracts in 35 states across the country, and we have a great deal of experience with software contract transitions and implementations. In this case, the transition will be very straightforward. We have had the privilege to work with COPA for your software needs since 2003 so we already have your accounts, purchasing preferences, and software Volume License Agreements set up in our backend and online systems.

Even as the current reseller, there are steps that we want to take up front to make sure that elements of the new contract such as pricing, contract options, and customized reporting fields are set up accurately before we begin taking orders under the new contract. Rest assured that these actions will all be on our end; the Commonwealth's involvement will be limited to following the software publisher's process for establishing agreements and designating Dell as the reseller, if applicable.

Upon contract award, Dell would immediately begin the transition process. Based on the estimated effective date, we would anticipate a timeline that looks something like this:

- COPA announcement of Dell as the awarded bidder approximately: 4/1/2010
- Dell coordinates with software publishers regarding Appendix E and any other transitions or new agreements necessary for the new contract beginning approximately: 4/1/2010
- Dell begins working with COPA Eligible Entities to prepare for upcoming orders, renewals and projects approximately: 4/5/2010 (immediately upon award, so agencies do not experience delays or obstacles in preparing orders for the next fiscal year)

Because the Commonwealth has contracted with Dell Software for your wide array of software needs in [REDACTED] established with 100.00% of the software publishers listed in [REDACTED] software publishers not specifically named in Appendix F. (Dell [REDACTED] software publishers whose products we can provide to COPA [REDACTED] required terms & conditions.)

Based upon our history with COPA, as well as advance preparation and execution of the above steps, we will be ready to provide service to COPA customers for approved publishers as of the effective date of the new contract.



## 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.*

### Dell Response:

The following chart summarizes Dell Software’s approach to inquiries from COPA customers.

<p>Who are the Commonwealth of Pennsylvania’s primary contacts in support of this contract, who work as a team to assist customers with software licensing, product questions, orders, reports, software benefit administration, and other inquiries?</p>	<p>Hikari Baba – Software Senior Inside Sales Rep, COPA  <a href="mailto:Hikari_Baba@Dell.com">Hikari_Baba@Dell.com</a> 866-276-3671</p> <p>Jamie Wilson - Software Senior Inside Sales Rep, COPA  <a href="mailto:Jamie_Wilson@Dell.com">Jamie_Wilson@Dell.com</a> 800-556-4621</p> <p>Matt Lynch – Software Inside Sales Rep, COPA  <a href="mailto:Matthew_Lynch@Dell.com">Matthew_Lynch@Dell.com</a> 800-988-3975</p> <p>Kayla Macko – Software Inside Sales Rep, COSTARS  <a href="mailto:Kayla_Macko@Dell.com">Kayla_Macko@Dell.com</a> 800-988-4354</p> <p>Marie Hopkins, Software Account Executive  <a href="mailto:Marie_Hopkins@Dell.com">Marie_Hopkins@Dell.com</a> 215-776-4695</p> <p>Dave Lohr, Dell Core Account Executive  <a href="mailto:David_Lohr@Dell.com">David_Lohr@Dell.com</a> 717-422-1729</p> <p>Bill Kluth, New England Lead Software Account Executive  <a href="mailto:William_Kluth@Dell.com">William_Kluth@Dell.com</a> 630-253-6790</p> <p>Jessica McSherry, Contract Manager  <a href="mailto:Jessica_McSherry@Dell.com">Jessica_McSherry@Dell.com</a> 484-868-2812</p>
<p>When can Commonwealth of Pennsylvania customers expect a <b>live</b> response to any request?</p>	<p>Anytime during Pennsylvania’s regular business hours.</p>



<p>What is the response turnaround time if a caller leaves a message for a member of the software account team?</p>	<p>As quickly as possible, and within no more than 4 business hours.</p>
<p>If a question cannot be answered within 4 business hours, what can a Commonwealth customer expect?</p>	<p>A progress report within 4 business hours.</p>
<p>Who should the Commonwealth of Pennsylvania contact next to escalate a high-priority situation?</p>	<p>Susan Henriksen — Inside Sales Manager, Software              800-248-2727 x5306  <a href="mailto:Susan_Henriksen@Dell.com">Susan_Henriksen@Dell.com</a></p>
<p>What is Dell Software's Management's goal for response time for an escalated concern?</p>	<p>As quickly as possible, and no more than 4 business hours.</p>
<p>Who are Commonwealth of Pennsylvania's additional Dell Software management resources?</p>	<p>Alison Turner—Senior Sales Manager, Software              425-761-8664  <a href="mailto:Alison_Turner@Dell.com">Alison_Turner@Dell.com</a></p> <p>Randy Lee—Senior Group Sales Manager, Software              224-543-5900  <a href="mailto:Randy_Lee@Dell.com">Randy_Lee@Dell.com</a></p> <p>Katie Driscoll- Regional Sales Manager, Dell              703-628-6164  <a href="mailto:Katie_Driscoll@dell.com">Katie_Driscoll@dell.com</a></p> <p>Steve Harris- Sales Director              410-698-7034  <a href="mailto:Steve_Harris@dell.com">Steve_Harris@dell.com</a></p>
<p>When should a Commonwealth of Pennsylvania customer escalate an inquiry?</p>	<p>Anytime you feel you would benefit from more assistance. Your Dell representatives work as a team to provide our customers with memorable customer service. We think of escalation of a concern as an opportunity to better serve you, and we welcome that.</p>



We would also like to give COPA an idea of what your account team is doing behind the scenes whenever a customer reports an incident or concern:

1. Our sales team is the first line of support for any customer concerns that arise.
2. If the sales team is unable to address a situation, they collaborate with the department within Dell best equipped to address the issue, depending upon the nature of the problem. These departments may include:
  - a. Sales management
  - b. Services
  - c. Marketing
  - d. Accounting
  - e. Technical support
3. If internal resources are not sufficient to solve a problem, the sales team engages outside resources, which include but are not limited to:
  - a. Software publisher resources
  - b. Distributor resources
  - c. Other customers who have encountered similar challenges
4. Once a solution is identified, regardless of the method used to identify it, the member of the sales team gets back to the customer with the necessary information.

Our sales team is armed with a variety of resources, and our customers enjoy knowing that their sales contacts will perform necessary research and respond to them in a timely manner.

## Repository Plan

*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.*

### **Dell Response:**

Dell understands and agrees to comply. We have such a system in place, and we have been using it to track COPA's license purchases since 2003.

Dell Software revolutionized the software and Volume License Agreement (VLA) management process with our *TRACKER* system. Unlike any other method of managing software purchases, *TRACKER* is a completely automated, umbrella system that accommodates every VLA and maintenance program on the market today. This unique and proprietary system currently manages thousands of contracts, representing millions of PCs.

What does this mean to you? First, it guarantees that every time a COPA customer places an order, they [REDACTED] prices available under the contract. License purchases are [REDACTED] the contract and enrollment with 100 percent accuracy, and each [REDACTED] agency or political subdivision. Next, you'll have confidence that the licenses the Commonwealth consumes will be registered with the software publisher —accurately and on time. What's more, *TRACKER* automatically keeps track of your specific VLA profiles, as well as the complexities of your maintenance programs. This ability speeds-up our service response and reduces the time you spend involved with the process.

All COPA accounts are established in our *TRACKER* VLA management system using a parent-child relationship. The children and grandchildren accounts wrap up into one main parent account. Therefore, the records for each Authorized Purchaser are tracked separately, and they also roll up to centralized reporting as well. While the children accounts will only be able to access the information about their own



purchases, the Pennsylvania Department of General Services will be able to view all participating entities' purchases, along with the cumulative purchases toward all of the State's VLA forecasts. In short, our system allows users to access the information that is important and relevant to them...and only the information that is important and relevant to them.

Our online system, Dell Software Online, accesses the information found in *TRACKER* and provides our customers with a centralized, comprehensive software management system. Access to Dell Software Online is free to Dell customers and includes online applications designed to help you:

- Manage volume license agreements (at the State, department, agency, and location level) to ensure compliance
- Obtain real-time contract pricing for accurate costing
- Place orders for software licenses, shrink-wrap, media, docs, and publisher-provided services
- Enforce organizational standards through custom catalogs
- Track purchases and license deployment
- Manage your technology assets easily by running and/or scheduling standard and custom activity reports
- Keep budgets in check and enforce purchasing limits with electronic approval routing
- Submit first-level technical support requests for product purchased from Dell Software
- Stay up to date through opt-in e-mail subscriptions to Daily Industry News, Software Alerts, and eNewsletters
- Request authorization to return items

Dell Software Online is just one of the tools that Dell Software offers to our customers as part of an overall partnership. By giving you hands on access to our systems, we are able to offer COPA better visibility to the Commonwealth's purchases, greater confidence that contract obligations are being met accurately and on time, and, ultimately, better service to customers throughout the Commonwealth.

## Reporting Plan

*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.*

### Dell Response

[REDACTED] Dell recognizes the importance of easily accessible, accurate reporting and is extremely committed to this goal. In fact, we believe our reporting capabilities have changed the way that public sector organizations across the country look at software Volume License Agreements. Working with Dell Software, COPA will have more information available to you than you would through any other source.

All of Dell Software's reports for the Commonwealth will be a real-time, accurate reflection of software purchased under the agreement, and all are approved by the Software & Information Industry Association or SIIA. We are one of a handful of industry organizations who have had our processes audited by the SIIA and received this premier certification. This SIIA audit typically takes place on an annual basis.



All of our software reports will be available to all authorized contract users, free of charge. Contract users may request a report from the COPA Software Account Team at any time, and we will run it on their behalf—typically within 1 business day—or they may opt to run their own reports simply by logging onto our website. The reports available via Dell Software Online include, but are not limited to:

1. On-demand, Ad-hoc reporting in various formats, both standard and customized
2. Scheduled delivery reports that may be sent at intervals the customer prefers
3. Historical sales reports for time periods the customer specifies, and including the specific fields that are most valuable to the customer
4. Forecast reporting that supplies valuable information about the State's purchases against contract milestones or commitments

All COPA accounts will be set up in our *TRACKER* VLA management system (and in fact, most COPA accounts are already set up in our system) using a parent-child relationship. The children and grandchildren accounts wrap up into one main parent account. This means that all COPA contract users and ordering locations have one thing in common: they are all children of the main COPA account. And while the children accounts will only be able to access the information about their own purchases, DGS will be able to view all contract users' purchases, along with the cumulative purchases toward the Commonwealth's contract forecasts. In short, our system allows users to access the information that is important and relevant to them...and only the information that is important and relevant to them.

Dell Software has maintained our database of reporting information and *License Confirmation Certificates* since *TRACKER* was introduced in 1995. We make these reports available to COPA contract users via the following formats: Excel Spreadsheet (.xls), Comma Delimited (.csv), Tab Delimited (.txt), or Adobe Acrobat PDF (.PDF).

Once your order information is captured in *TRACKER*, it is easy to access that information online in a variety of useful formats using Dell Software Online. There are many standard online inquiries and reports available to you via this system, including:

- **Order Tracking** – If at any time, day or night, you need to inquire about a particular software order, simply go to the order inquiry area in Dell Software Online. Here you will find the status of every order you placed, no matter how it was submitted—via EDI, Internet, fax, phone, email or mail. Then, if you need to track a shipment, just click on the tracking number and it will automatically link you to the carrier's web site for complete tracking information.
- **Asset Summary Reports** – These pre-formatted reports show you precisely the number of software units shipped—including licenses and maintenance under each publisher's licensing agreement, as well as any other items you have purchased through Dell Software. These reports also indicate to whom the orders were shipped.

**VLA Contract Status Reports** – When COPA entrusts your software licensing agreements to Dell Software, you will be able to receive reports generated automatically using information from our highly secure backend *TRACKER* system. These reports will contain precise information on contract commitments, for the entire history of the VLA.

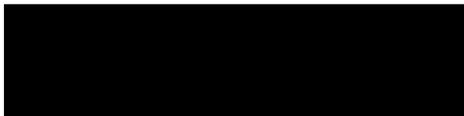
- **VLA Contract Status** – For every active software license agreement with Dell Software, you'll be able to discover immediately where the Commonwealth stands in relation to your contract commitments. You may also view the start and end dates of your contracts, your pricing levels, what options are available, and what maintenance is required.
- **Back Order Reports** – This report provides you with the status of any software orders placed by the State that have not yet shipped. You will also be able to view the estimated ship date for each back ordered item.



- **Executive Reports** – Information in these reports is presented graphically. Using pie and bar charts, you can view a variety of purchasing and contract information in a snapshot. The graphical format provides a snapshot, which visually summarizes purchases and contract status. These unique reports currently include the following options:
  - Percentage to commitment by VLA Contract
  - Purchase activity by Average Order Value
  - Purchase activity by Net Purchases
  - Purchase activity by # of Orders
  - Purchases by CIO field (any custom field designated by the customer)
  - Purchases by Customer #
  - Purchases by Manufacturer
  - Purchases by Manufacturer and Type of Product
  - Purchases by Order Placement Method (EDI, XML, online or traditional methods)
  - Purchases by Product Category (i.e. antivirus, application suite, etc.)
  - Purchases by Product Class (i.e. software, hardware, docs, media, services)
  - Purchases by Ship to Address
- **Custom Reports** – If you need a more tailored activity report, we've provided a way for you to develop your own summary or detailed custom report. While online, select the data fields you need, date range, product types, manufacturer(s), and click "OK." It's that simple. If there's a custom report you run on an ongoing basis, you may save it as a template for the next time you need the information.

## Tracking Level of Detail

As mentioned above, Dell Software offers a wide variety of standard and custom reports detailing COPA purchases. To give you an idea of the level of detail captured in *TRACKER* and available via Dell Software Online, we are including a list of fields that you can select from when running a Custom Detail Report (just one of the many report types offered).



1. Run a Custom Detail Report > 2. Define Fields > 3. Filter > 4. Re-Organize > 5. Save > 6. Delivery Details > 7. Deliver

### Define Fields

Selected options will be displayed in your final report.

Select All Fields [Previous](#) [NEXT](#)

Order Detail (select all)

<input type="checkbox"/> Customer #	<input type="checkbox"/> Extended Price USD
<input type="checkbox"/> Customer Name	<input type="checkbox"/> Exchange Rate at Time of Purchase
<input type="checkbox"/> Date Order Entered	<input type="checkbox"/> Price Per Unit (Currency Purchased In)
<input type="checkbox"/> Date Invoiced / Shipped	<input type="checkbox"/> Extended Price (Currency Purchased In)
<input type="checkbox"/> ASAP Order / Invoice #	<input type="checkbox"/> Currency Code
<input type="checkbox"/> Customer CC #	<input type="checkbox"/> List Price Per Unit USD
<input type="checkbox"/> Customer PO #	<input type="checkbox"/> Serial #
<input type="checkbox"/> Quantity Shipped	<input type="checkbox"/> Email of Person Placing Order
<input type="checkbox"/> Price Per Unit USD	

Product Details (select all)

<input type="checkbox"/> Manufacturer Name	<input type="checkbox"/> Language
<input type="checkbox"/> Manufacturer Item #	<input type="checkbox"/> Product Type
<input type="checkbox"/> ASAP Item #	<input type="checkbox"/> Sub-Categories
<input type="checkbox"/> UNSPSC Code	<input type="checkbox"/> Categories
<input type="checkbox"/> Product Description (ASAP)	<input type="checkbox"/> Platform
<input type="checkbox"/> Product Description (Mfr)	<input type="checkbox"/> Licensing Program Name
<input type="checkbox"/> Version	<input type="checkbox"/> Licensing Contract ID
<input type="checkbox"/> # of Licenses / Pack	<input type="checkbox"/> ASAP Internal Contract #

Billing Information (select all)

<input type="checkbox"/> Bill to Address 1	<input type="checkbox"/> Bill To State / Province
<input type="checkbox"/> Bill to Address 2	<input type="checkbox"/> Bill to Zip / Postal Code
<input type="checkbox"/> Bill to City	<input type="checkbox"/> Bill To Country

Shipping Information (select all)

<input type="checkbox"/> Ship To	<input type="checkbox"/> Ship To Zip / Postal Code
<input type="checkbox"/> Ship to Address 1	<input type="checkbox"/> Ship To Country
<input type="checkbox"/> Ship to Address 2	<input type="checkbox"/> Shipping Method
<input type="checkbox"/> Ship To City	<input type="checkbox"/> Carrier
<input type="checkbox"/> Ship To State / Province	<input type="checkbox"/> Tracking #

Custom Information Options - (CIO)

<input type="checkbox"/> COST CENTER	<input type="checkbox"/> JOB NUMBER
<input type="checkbox"/> GENERAL LEDGER NUMBER	<input type="checkbox"/> JOB NUMBER
<input type="checkbox"/> COST CENTER	

[Previous](#) [NEXT](#)

**Helpful Tips:**

Select all or just a few of the available fields for inclusion in your report.

If your organization has requested that we capture certain pertinent information on every order placed with ASAP Software, you will also be able to select these fields to be included in your report. They are called Custom Information Option (CIO) fields.

**Fields Defined**

**Category:**  
Software, Hardware, Media, etc.

**Sub-category:**  
Application Suite, Antivirus, etc.

**Product Type:**  
License, Maintenance, Shrink-Wrap, etc.

**Platform:**  
Windows, Mac, Unix

Another unique feature of Dell Software’s reports is that you’ll be able to retrieve data fields as they relate to unique custom information option (CIO) fields that DGS or an individual COPA customer can identify, and that we can capture for you. For example, if DGS requests that certain information (e.g. cost center, agency code, project number) be captured on all of the Commonwealth’s orders, then you are able to [REDACTED] a report.

[REDACTED] capture exactly the information you are looking for, you may also specify the dates for the report and you may filter within certain fields to capture only certain types of information for that field. For example, you will be able to filter by Manufacturer Name, or by Product Type, Contract, Customer Number, Platform, Class, Category, or by any of the custom fields you have identified.

Once you have identified the type of report you wish to generate, and the time frame you wish to examine, you will be prompted to indicate how you would like to receive the report. Your choices will include the options to Preview Online, Receive via E-mail, or Download via FTP. If you choose the E-mail



or FTP option, you will then be prompted to indicate which file format you prefer, including Excel Spreadsheet (.xls), Comma Delimited (.csv), Tab Delimited (.txt), or Adobe Acrobat PDF (.PDF). In short, Dell Software Online walks you through the process and allows you to access—quickly, easily, and in a professional format—information that is invaluable to making the most of your software contract.

Please note that Dell Software’s reports contain purchasing activity for all purchases, regardless of how the original order was placed—including online or traditional methods. In addition, whichever way you choose to receive the information—view online, transmit via e-mail or download as an electronic file (FTP)—the reports are approved by the Software & Information Industry Association (SIIA) as a valid form of proof-of-purchase. If you have reports that you anticipate you will run frequently, you may save report templates to use them again. And, for added convenience, you may request to have any of these reports automatically pushed to you via e-mail on a regularly scheduled basis.

Please also note that once an order is placed with Dell, regardless of the method used to place the order, the status may be easily tracked online through our state-of-the-art Dell Software Online system. When you track your order using Dell Software Online, which is available to you 24 hours a day, 7 days a week, you will have access to order details including the date entered, date invoiced, date shipped and the shipper’s tracking number. In fact, the tracking number will automatically launch the appropriate web site to show exact package location and/or delivery information.

As another method of order acknowledgement, and to help our customers keep accurate records of their purchases, Dell Software also sends out a *License Confirmation Certificate*—automatically and free of charge—every time you place an order against one of your software Volume License Agreements. Please see the sample included within this document. You may opt to receive these certificates in hard copy, or you may have them sent to you electronically via email. The electronic copies are sent in Adobe .PDF format and may be easily printed or saved to your hard drive.



In addition to all the relevant order information, these certificates are included in the category of purchase documentation, which has reviewed and approved by the Software and Information Industry Association (SIIA) as proof of software license. Each certificate is unique to an order and is printed out when an order is placed, and this information is captured in our system so that these certificates may be replaced if lost. Our customers appreciate that this helps them keep track of purchases, especially since the requestor, the purchasing contact, and the receiver may be in three different locations. Not only does the *License Confirmation Certificate* make the purchasing process easier, it also provides COPA customers with bulletproof documentation of their license usage.

Dell’s ability to capture and maintain accurate ordering records makes our customers’ jobs easier. We provide SIIA approved license confirmations and reports automatically. We give you the capability to run [REDACTED] of these unique documents may be reproduced if you need them. [REDACTED] misplaced, or if someone leaves an agency and the reporting [REDACTED] decipher, or in the event of an audit, Dell will come to the rescue every time. We believe our license tracking and reporting expertise will continue to provide you with a major advantage when it comes to managing the Commonwealth’s software contract.

Please let us know if you would like more information or a demonstration of how’s *TRACKER* and Dell Software Online systems work together to provide COPA with fast, accurate, and detailed information about your past purchases and your future purchase options.

As requested, on the pages that follow you will find examples of reports, using real Pennsylvania purchase data. Note that due to space limitations in this Word document, we are unable to show all fields



in this format. Please let us know if you would like us to provide complete purchase reports for the history of the entire contract (since 2003), and we will provide those separately and in the format you select.

An example of a Volume License Report, when viewed online, follows.

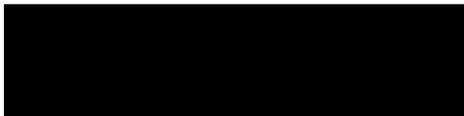


800.883.7173  
**Volume License Contract Status**  
 PA-S PENNSYLVANIA PARENT - 109173001 (176769)

ASAP Internal Contract #	Licensing Program Name	Licensing Contract ID	Start Date	End Date		
44637	MICROSOFT SELECT 6.0	01S62969	10/03/2003	06/30/2012		
Option	Type	Level	Performance Prior to Change of Reseller	Performance Through TRACKER	Enrollment's % of Master Commitment	Maint Req.
APPS	SEL LIC	D		387	0.52 %	No
SYS	SEL LIC	D		16	0.10 %	No
SVR	SEL LIC	D		6003	8.00 %	No
APPS	LIC/SA	YR 1 D			0.00 %	No
APPS	LIC/SA	YR 2 D			0.00 %	No
APPS	LIC/SA	YR 3 D			0.00 %	No
SYS	LIC/SA	YR 1 D		200	0.00 %	No
SYS	LIC/SA	YR 2 D			0.00 %	No
SYS	LIC/SA	YR 3 D			0.00 %	No
SVR	LIC/SA	YR 1 D		100	0.00 %	No
SVR	LIC/SA	YR 2 D			0.00 %	No
SVR	LIC/SA	YR 3 D			0.00 %	No

**Notice of Confidentiality:** This is a confidential document produced for the exclusive use of Dell Software and PA-S PENNSYLVANIA PARENT.  
 Dell Software Online reports are approved by the Software & Information Industry Association (SIIA) as a valid proof-of-license, should you be audited by the SIIA. The reports are generated based on the data as of the date of the report and should always be reviewed for accuracy before using for audit or legal purposes.

An example of Custom Detail Report follows. This report shows actual COPA history for 2009 and therefore is too large to view online, so it is shown here in Excel. Note that not all fields visible when displayed within this Word document. Please let us know if you would like us to send a complete report of all 2009 data (or for the complete history of COPA's contract with ASAP Software and now Dell Software) separately.



	A	B	C	D	E	F	G
1	Customer Name : PA-S PENNSYLVANIA PARENT						
2	Customer #: 109173001 (176769)						
3	Date Range: 01/01/2009-12/31/2009						
4	Dell Software: Custom Detail						
5	[Redacted]						
6	Customer Name	Customer PO #	Quantity Shipped	Price Per Unit (USD)	Extended Price (USD)	Manufacturer Name	Manufacturer Part #
7	PA-L COUNTY OF NORTHAMPTON	N95058	1100	\$19.39	\$21,329.00	MESSAGING ARCHITECTS	177001
8	PA-L COUNTY OF NORTHAMPTON	N95058	50	\$244.90	\$12,245.00	MESSAGING ARCHITECTS	20025
9	PA-L CITY OF PITTSBURGH	CP-9127	1	\$3,637.77	\$3,637.77	CARTEGRAPH SYSTEMS	
10	PA-L CITY OF PITTSBURGH	652009	1	\$1,253.09	\$1,253.09	CARTEGRAPH SYSTEMS	2528699
11	PA-L CITY OF PITTSBURGH	09-ACIS 502	1	\$8,307.98	\$8,307.98	ACS GOVERNMENT SYSTEMS	2531898
12	PA-L CITY OF PITTSBURGH	09-ACIS 502	1	\$1,350.20	\$1,350.20	ACS GOVERNMENT SYSTEMS	2531899
13	PA-L CITY OF PITTSBURGH	09-ACIS 502	1	\$8,307.98	\$8,307.98	ACS GOVERNMENT SYSTEMS	2531900
14	PA-L CITY OF PITTSBURGH	09-ACIS 502	1	\$1,350.20	\$1,350.20	ACS GOVERNMENT SYSTEMS	2531901
15	PA-L CITY OF PITTSBURGH	KXM09061009	1	\$6,377.55	\$6,377.55	CARTEGRAPH SYSTEMS	2531965
16	PA-L CITY OF PITTSBURGH	KXM09061009	1	\$0.00	\$0.00	CARTEGRAPH SYSTEMS	2531966
17	PA-L CITY OF PITTSBURGH	09-ACIS 835	1	\$367.35	\$367.35	TABLEAU SOFTWARE	2542458
18	PA-L CITY OF ERIE PURCHASING	20699	2	\$136.80	\$273.60	MICROSOFT CORPORATION	059-06090
19	PA-L CITY OF ERIE PURCHASING	20463	1	\$312.48	\$312.48	MICROSOFT CORPORATION	79P-01207
20	PA-L CITY OF ERIE PURCHASING	20463	1	\$27.00	\$27.00	MICROSOFT EASY	79P-00031
21	PA-L ERIE COUNTY HEALTH DEPT	21254	3	\$120.68	\$362.04	SYMANTEC CORPORATION	14348099
22	PA-L ERIE COUNTY HEALTH DEPT	21254	4	\$72.17	\$288.68	SYMANTEC CORPORATION	14353910
23	PA-L ERIE COUNTY HEALTH DEPT	21254	1	\$120.68	\$120.68	SYMANTEC CORPORATION	14354205
24	PA-L ERIE COUNTY HEALTH DEPT	22339	3	\$546.11	\$1,638.33	SYMANTEC CORPORATION	14348121
25	PA-L ERIE COUNTY HEALTH DEPT	22339	4	\$266.57	\$1,066.28	SYMANTEC CORPORATION	14352862

Dell Software customers can have confidence in the information captured and maintained in our systems, and in the reports that we supply. The Software & Information Industry Association (SIIA) provides the following assurances regarding Dell’s license tracking and reporting capabilities:

*“Dell | ASAP Software (“Dell | ASAP”) is an SIIA Premier Reseller, an exclusive designation granted only to a small number of software suppliers. As such, Dell | ASAP’s purchase documentation, specifically its online reports, which reflect purchases made worldwide by Dell | ASAP’s customers and which are accessed via the Web, and its activity summaries meet SIIA record keeping requirements and provide an effective means of tracking and proving license of software during an SIIA action.”*

Keith Kupferschmid  
 Senior Vice President, Intellectual Property Policy & Enforcement

[Redacted] tion  
 [Redacted] the next page.)



**Software & Information  
Industry Association**1090 Vermont Ave NW Sixth Floor  
Washington, DC 20005-4095

September 19, 2008

Dell | ASAP Software  
850 Asbury Drive  
Buffalo Grove, IL, 60089

To Dell | ASAP Software:

SIIA and its predecessor organization, the Software Publishers Association (SPA), have been pursuing companies that had insufficient or no software licenses for over eighteen years. During the 20 years SIIA has been combating digital piracy we have gained invaluable experience as to how to work with corporations and other organizations to ensure their compliance with U.S. copyright laws.

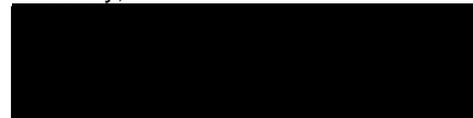
SIIA's litigation/audit activities typically involve comparing software found through the physical inventory of hard drives, servers, floppy disks and other magnetic media with the organization's records of software licenses. However, those records must satisfy our stringent record keeping requirements.

Dell | ASAP Software ("Dell | ASAP") is an SIIA Premier Reseller, an exclusive designation granted only to a small number of software suppliers. As such, Dell | ASAP's purchase documentation, specifically its online reports, which reflect purchases made worldwide by Dell | ASAP's customers and which are accessed via the Web, and its activity summaries meet SIIA record keeping requirements and provide an effective means of tracking and proving license of software during an SIIA action.

SIIA will recognize unmodified Dell | ASAP reports as official proof of license.

Any questions regarding the statements made in this letter should be directed to Keith Kupferschmid, Senior Vice President, Intellectual Property Policy & Enforcement at (202) 789-4442. This designation is valid until further notice, with additional information to be found at [www.sii.net/piracy](http://www.sii.net/piracy).

Sincerely,



Keith Kupferschmid  
Senior Vice President, Intellectual Property Policy & Enforcement



## Value Added Services

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

### Dell Response:

Dell understands and agrees to comply. Dell is pleased to offer COPA a wide range of value added services to help make your new software contract a success. The following matrix describes some of the additional services we will provide, beyond those required in the State’s RFP. Unless otherwise indicated, all of the services below will be provided to COPA at no additional charge; working with Dell Software, you will not have to sacrifice service for price.

Service	Brief Description / Benefit
License Confirmation Certificate	Sent automatically in hard copy or .PDF for software volume licensing orders, these certificates will give COPA contract users confidence that their orders have been placed with the software publisher and that they are legally licensed.
SIIA Approval of all Online Reports	Our processes were inspected and approved by the SIIA so our customers are protected in the event of an audit.
eNewsletters and Webinars	Dell keeps our customers informed of industry happenings so that contract users can stay on top of technology changes in these times of change and organizational uncertainty.
Purchasing Options and Enrollment Support	COPA customers have access to many different purchasing options. Not only will Dell work with each COPA entity to help them understand their full range of options, we will also walk them through the necessary paperwork to make sure they meet their IT needs and achieve licensing compliance, and at the lowest possible price.
Ongoing Support for Publisher Licensing Program Requirements	Many software licensing programs contain annual or periodic commitments such as True-ups under the Microsoft Enterprise Agreement or annual maintenance. Dell will work with COPA customers to help them understand these requirements, budget for them, and remain compliant with the VLA terms.
Assistance with the MVLS Site and Microsoft Software Assurance Benefit Administration	Microsoft offers many benefits to Software Assurance customers via the MVLS site. However, customers need to understand the site in order to access and take advantage of the benefits. Dell will work proactively with COPA contract users to provide assistance and training on the MVLS site and available benefits. If an agency wishes to assign us administration rights, we can also perform MVLS functions on their behalf. <i>Note: While this particular offering is associated with</i>



	<i>Microsoft licensing specifically, this is representative of our efforts to be an advocate for our contract customers in helping them maximize the benefits of their software purchases.</i>
CSM Certified Account Executive	Your field Software Account Executive is required to achieve Certified Software Manager status, which helps our customers achieve legal compliance with the software publisher licensing requirements.
Customer Satisfaction Surveys	Dell proactively conducts customer satisfaction surveys and monitors service levels to the Commonwealth to ensure the satisfaction of our contract customers.
Quarterly Contract Review	With the permission of DGS, Dell would like to present the Commonwealth with a quarterly contract review, presenting activity from the quarter before and asking for feedback and suggestions to further enhance our service to the Commonwealth.
Reporting capabilities that exceed RFP requirements	COPA customers will have access to many types of standard and customized reports via our website. We make it easy for our customers to access the information they need to simplify the purchasing and administration of volume licensing.
eSMART Asset Management	Dell Software is pleased to offer our customers a fee-based asset management solution called eSMART. eSMART works in conjunction with our TRACKER license management system to help our customers compare what's been purchased with what's being used. This helps our customers with VLA compliance and often reduces unnecessary spending.

## Contract Requirements

### Reseller Agreements – Appendix E

*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*



*copy of all executed license agreements entered into by the*

Dell understands and agrees to comply. Because the Commonwealth is currently working with Dell Software for your wide array of software needs in the past, Dell already has relationships established to procure 100.00% of the software publishers listed in Appendix F, as well as many additional software publishers not specifically named in Appendix F. (Dell Software represents more than 2,400 software publishers whose products we can provide to COPA customers, pending approval of COPA required terms & conditions.)



As clarified by COPA in Addendum 7, we understand that 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. We understand that it is our responsibility as the Reseller 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 publisher's license agreement with the Commonwealth and these requirements are non-negotiable. In order to minimize delays, we have already approached many of the publishers (whose products the Commonwealth is currently using) with the updated Appendix E. Many software publishers have provided feedback and are willing to discuss and/or negotiate some terms with the Commonwealth before final agreement.

Since this is a new requirement for COPA, we anticipate that there might be some delays in our ability to offer some software publishers' products through the contract, and upon notice of award we will make direct communications with all of the historical publishers, presenting them with the updated Appendix E and encouraging them to quickly come to agreement with COPA. Once we have been informed by COPA that a successful agreement has been reached between the software publisher and COPA, we will add those publishers to the list of authorized publishers under the COPA contract with Dell. We believe that much of the groundwork is already in place between Dell and the software publishers because of our long-term, successful work with these publishers and COPA customers. We will continue with a high sense of urgency to assure that the publishers understand the importance and urgency of reaching license terms and conditions with COPA.

## Project Manager

*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.*

### Dell Response:

Dell understands and agrees to comply. In the Project Manager section of this response, Dell has included the resume of Jessica McSherry. Jessica is the Project Manager who will ensure that services under this contract are being delivered accurately and on schedule. As described previously in this proposal, Jessica is one of several Dell team members who will support the requirements of this contract. Jessica has over 20 years of relevant industry experience, and over 15 years in Project Management roles. She has worked to manage large scale projects, including hardware projects for COPA, and we [REDACTED] software contract under the new term.

## E-Procurement

*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.*

#### **Dell Response:**

Dell Software already makes a web-based ordering and reporting tool available to COPA which meets the requirements set forth in Part IV-4(3) Contract Requirement. Our online system, Dell Software Online, accesses the information found in our backend system, *TRACKER*, and provides our customers with a centralized, comprehensive software management system. Access to Dell Software Online is free to COPA customers and includes Internet-based applications designed to help you:

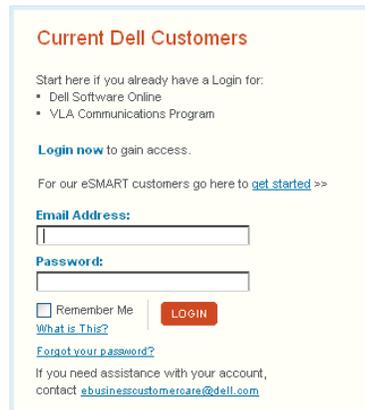
- Manage volume license agreements (both at a centralized and agency level) to ensure compliance
- Obtain real-time contract pricing for accurate costing
- Place orders for software licenses, shrink-wrap, media, docs, and technical services
- Enforce organizational standards through custom catalogs
- Track purchases and license deployment
- Manage your technology assets easily by running and/or scheduling standard and custom activity reports
- Keep budgets in check and enforce purchasing limits with electronic approval routing
- Submit first-level technical support requests for product purchased from Dell Software
- Stay up to date through opt-in e-mail subscriptions to Daily Industry News, Software Alerts, and eNewsletters
- Request authorization to return items

This web-based ordering and reporting tool is also discussed in more detail in the Reporting section of this proposal.

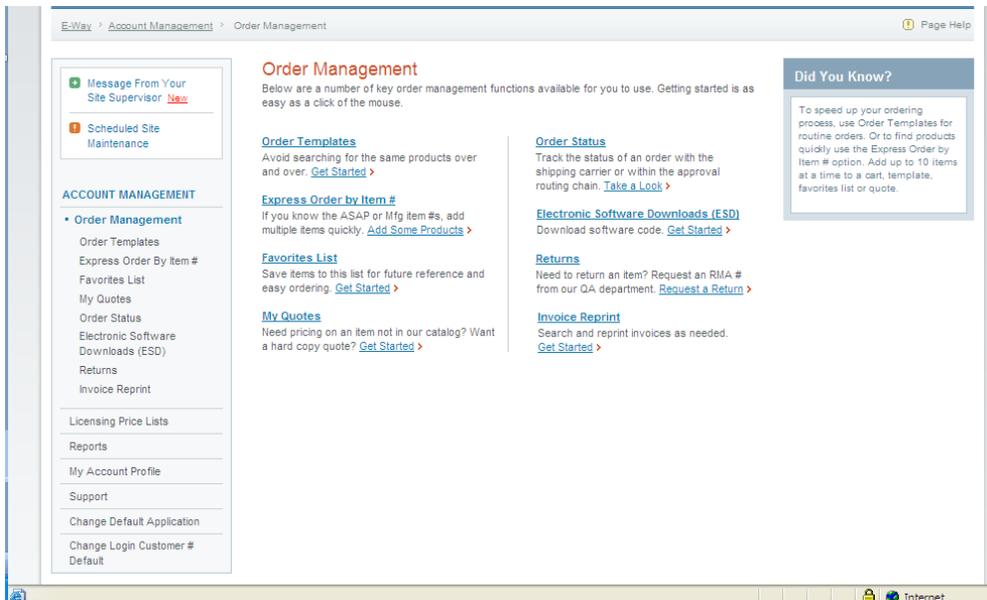
We are providing some screen shots below to give you an idea of some of the screens COPA contract users will experience when using Dell Software Online.



When a customer visits our website they will see a welcome page. From there, the COPA customer will need to log into Dell Software Online using his or her email address and password in order to access contract-specific pricing or purchase history.



The Order Management menu in Dell Software Online allows customers to place orders and provides you links to every aspect of your order.



When searching for products, customers may use an Express Search or an Advanced Search. The Advanced Search is shown below.

Select from any or all of the options below. Hold down the Ctrl key (PC) or Apple key (MAC) to make multiple selections.

Keyword(s):

Price Range: \$  to \$

Brand:   
1099 PRO  
12 INCH DESIGN  
IE  
21ST CENTURY

Category:   
DOCUMENTATION  
MEDIA  
SERVICES  
SOFTWARE

Platform:   
CROSS  
DOS  
LINUX  
MAC

ASAP Item #:

Manufacturer Item #:

Display:  All items  
 Items available as Electronic Software Downloads (ESD) only  
 In stock items only

Once a customer has searched for products, in addition to placing orders, there are options to save an order template or to create a quote for a future order.

Following is a screen shot of an order acknowledgement.

**Confirmation**  
Your order has been submitted for approval.

Send additional email confirmations to:  
  
Enter up to 5 email addresses, separated by commas

**Order Information**

<b>Routing #:</b> W4000952	<b>Date Ordered:</b> 11/18/2007	<b>Order Name:</b> Training Cart	
<b>Billing Address</b> ABC CORPORATION 850 ASBURY DRIVE BUFFALO GROVE, IL 60089 US		<b>Customer Number:</b> 999999	<b>Shipping Address</b> ASAP SOFTWARE 1177 HIGH RIDGE RD STAMFORD, CT 06905 US
<b>Payment</b> Purchase Order: PO		<b>Currency:</b> USD	<b>Shipping Method</b> Physical Products: FEDEX GROUND License Products: Email (1 Email address)

**Custom Information Options for this Order**

COST CENTER : 8766  
GENERAL LEDGER NUMBER :  
JOB NUMBER : 2264

**Approval**

Ordered by: Sammy Tester 11/18/2007 → Approver: Sheri Rosenbaum Pending

Done Internet



Customers may choose to route orders for approval before they are released. Here is the screen an approver would see.

Account Management > Order Management > Order Status

View: Orders pending my approval

Order Name	Date Created	Routing #	Routed from
<a href="#">Training Cart</a>	11/18/2007	W4000952	Sammy Tester
<a href="#">Untitled Order</a>	11/15/2007	W4000896	Erica Behnke
<a href="#">Untitled Order</a>	11/13/2007	W4000880	Erica Behnke
<a href="#">Untitled Order</a>	11/06/2007	W4000736	Nichole DeTota
<a href="#">Kristina Test</a>	11/06/2007	W4000727	Kristin Kowynia
<a href="#">Untitled Order</a>	11/05/2007	W4000649	Susan Spalding
<a href="#">Untitled Order</a>	11/05/2007	W4000573	Susan Spalding

Orders may be easily tracked online...

Order Tracking & Inquiry

Order / Invoice #	PO / CC #	Status	Order Date	Ship Date
<a href="#">03737663</a>	470369-11140	SHIP COMPLETE	11/15/2007	11/16/2007
<a href="#">03735157</a>	447555-12520	INVOICED	11/08/2007	11/08/2007
<a href="#">03728854</a>	63130	INVOICED	10/24/2007	11/06/2007
<a href="#">03732752</a>	464352-24230	INVOICED	11/01/2007	11/02/2007
<a href="#">03732080</a>	464352-24230	INVOICED	10/31/2007	11/01/2007
<a href="#">03729307</a>	53013	INVOICED	10/25/2007	10/26/2007
<a href="#">03729691</a>	463479-24220	INVOICED	10/25/2007	10/26/2007
<a href="#">03729037</a>	53014	INVOICED	10/24/2007	10/26/2007
<a href="#">03729214</a>	463479-24220	INVOICED	10/25/2007	10/26/2007
<a href="#">03728258</a>	448095-11280	INVOICED	10/23/2007	10/24/2007
<a href="#">03727644</a>	53014	INVOICED	10/22/2007	10/24/2007
<a href="#">03727646</a>	416331-20130	INVOICED	10/22/2007	10/24/2007
<a href="#">03727641</a>	53013	INVOICED	10/22/2007	10/23/2007
<a href="#">03726992</a>	20120-438509	INVOICED	10/19/2007	10/22/2007
<a href="#">03727169</a>	461229-20290	INVOICED	10/19/2007	10/22/2007
<a href="#">03725421</a>	459263-20160	INVOICED	10/16/2007	10/22/2007
<a href="#">03726933</a>	461229-20290	INVOICED	10/19/2007	10/19/2007
<a href="#">03726840</a>	461229-20290	INVOICED	10/19/2007	10/19/2007

Search For Order(s)

To Search for a particular order or a group of orders, enter the criteria in the appropriate field(s). To quickly select a date range use the calendar picker icons.

Order / Invoice #

Customer #

PO #

Exact match

Credit Card #

(Enter last 4 digits)

Reference PO #

Exact match

Order Status

Shipped Begin Date

Shipped End Date

I do NOT want to use a date range on this inquiry

Order Total \$

(\$1 min, \$999,999,999 max)

Country

State / Province

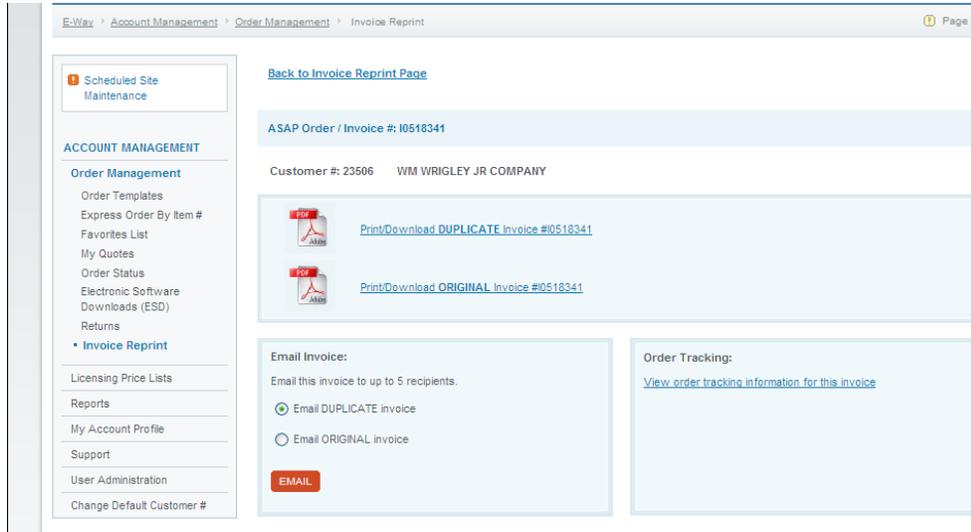
Product Serial #

# of items to be listed

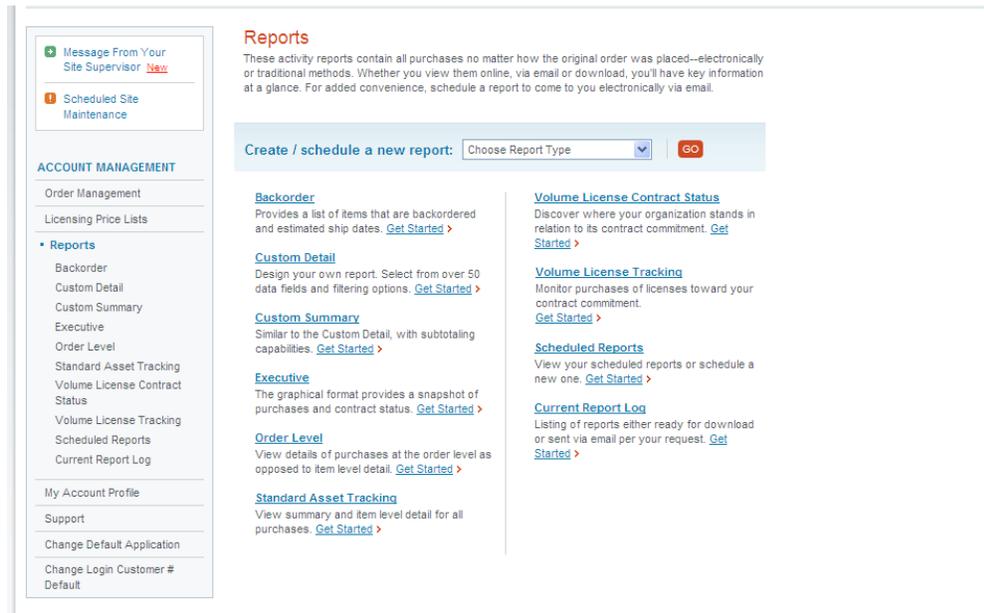
**FIND ORDER(S)**



And duplicate License Confirmation Certificates may be printed when necessary.



The Reports Menu will provide contract users with a variety of ways to access information about their purchase history. We provide additional details on our reporting capabilities later in this proposal.



While the screen shots above give you an idea of the user experience, we would welcome the opportunity to provide a live demonstration of Dell Software Online so that you experience a broader range of the online benefits to which the COPA will be entitled under the new contract.



## Login Information

*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.*

### Dell Response:

Dell understands and will comply. Since Dell has had the privilege to work with COPA for your software needs, we already have many COPA Agencies set up to run real time reports online via Dell Software Online. Once a customer logs in via a secure login and password, that customer only has access to information for a unique Agency Identifier (the Agency's Dell Software account number). Our Dell Software Online program provides total security control.

Furthermore, at Dell Software, we use a parent-child relationship when setting up your accounts. All the children and grandchildren accounts wrap up into one main parent account. This means that your state agencies and authorized political subdivisions all have one thing in common: they are all children of the main COPA account. And while the children accounts will only be able to access information about their own purchases, the State's Contract Manager at the DGS will be able to view all procurement activities in COPA. In short, the system allows users to access the information that is important and relevant to them...and only the information that is important and relevant to them.

Dell Software agrees to provide the quarterly Summary and Detail reports, as described in the RFP. If you would like us to run complete Summary and Detail reports using real Pennsylvania data, for the history of the current contract, we would be provide those for your review. However, these reports represent just a small portion of the value that our reporting capabilities can bring to COPA from an overall perspective, as well as to each participating entity. There are many standard online inquiries and reports available to you via this system, including:

- **Order Tracking** – If at any time, day or night, you need to inquire about a particular software order, simply go to the order inquiry area in Dell Software Online. Here you will find the status of every order you placed, no matter how it was submitted—via EDI, Internet, fax, phone, email or mail. Then, if you need to track a shipment, just click on the tracking number and it will automatically link you to the carrier's web site for complete tracking information.
- **Asset Summary Reports** – These pre-formatted reports show you precisely the number of licenses and maintenance under each publisher's licensing items you have purchased through Dell Software. These reports were shipped.
- **VLA License Tracking Reports** – When COPA entrusts your software licensing agreements to Dell Software, you will be able to receive reports generated automatically using information captured through our proprietary backend *TRACKER* system. These reports will contain precise records of COPA's license consumption, for the entire history of the VLA.
- **VLA Contract Status** – For every active software license agreement with Dell Software, you'll be able to discover immediately where the Commonwealth stands in relation to your contract



commitments. You may also view the start and end dates of your contracts, your pricing levels, what options are available, and what maintenance is required.

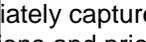
- **Back Order Reports** – This report provides you with the status of any software orders placed by the State that have not yet shipped. You will also be able to view the estimated ship date for each back ordered item.
- **Executive Reports** – Information in these reports is presented graphically. Using pie and bar charts, you can view a variety of purchasing and contract information in a snapshot. The graphical format provides a snapshot, which visually summarizes purchases and contract status. These unique reports currently include the following options:
  - Percentage to commitment by VLA Contract
  - Purchase activity by Average Order Value
  - Purchase activity by Net Purchases
  - Purchase activity by # of Orders
  - Purchases by CIO field (any custom field designated by the customer)
  - Purchases by Customer #
  - Purchases by Manufacturer
  - Purchases by Manufacturer and Type of Product
  - Purchases by Order Placement Method (EDI, XML, online or traditional methods)
  - Purchases by Product Category (i.e. antivirus, application suite, etc.)
  - Purchases by Product Class (i.e. software, hardware, docs, media, services)
  - Purchases by Ship to Address
- **Custom Reports** – If you need a more tailored activity report, we've provided a way for you to develop your own summary or detailed custom report. While online, select the data fields you need, date range, product types, manufacturer(s), and click "OK." It's that simple. If there's a custom report you run on an ongoing basis, you may save it as a template for the next time you need the information.

Our reporting capabilities are described in more detail, and with screen shots of sample reports, elsewhere in this proposal. Please let us know if you would like more information or a live demonstration of the process to log in and run reports using real COPA historical data. It would be our pleasure to demonstrate how fast and easy it is to gather meaningful data – dating back to the beginning of the current contract in 2003.

## Quote Response Time

*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.*

### Dell Response:

 The products available for our sales team to quote and for our real-time reflection of our backend database. Therefore any  immediately captured in our online offerings. COPA customers can have confidence that the products, versions and prices they receive are up to date, accurate and quickly available.

Dell Software has procedures in place to ensure that customer inquiries are responded to within **four (4) business hours**, so we can exceed your expectations in this area. If a customer requests a product that is not currently in our catalog and requires custom research, our goal is still to get in touch with the customer within four business hours to confirm that we are researching the request and provide an update on the status. Per the Commonwealth's contract requirements, we will not provide contract quotes for publishers who have not agreed to COPA's required terms.



## Related Services

*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.*

### Dell Response:

As clarified in Q&A for this RFP, we understand that this 40% rule is Commonwealth internal policy to insure limited services are procured through the awarded contracts. While Dell does not have direct control over the prices that software publishers charge for their services, we agree to work with the software publishers and with COPA to monitor this level so that “services” as defined in this section do not exceed 40% of the software cost on the same PO (or a referenced PO).

## License Agreement Management

*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.*

### Dell Response:

Dell understands and agrees to comply. We understand that when the Commonwealth puts software licensing agreements in place, the process is really just beginning. In order to reap the benefits of any software Volume License Agreement, COPA customers need to be educated about what that agreement really means to their organization. They need to be able to compare and contrast licensing alternatives. They also need to understand the timeframe in which they must make decisions.

We regularly work with our state contract customers to help them understand each of the software options. We help our customers to identify the selections that are best for their organization’s current technologies, upgrade plans, budget, and other factors.

We also understand that even once an organization is fully informed about purchasing options and has made a decision about how to proceed, they still need assistance with the details. We know that licensing paperwork and enrollment / activation procedures can seem complex to customers. Dell will provide expertise and tools that will make the enrollment process easier. We will assist COPA agencies in understanding the different agreements and enrollments, and we will administer the enrollments properly so that qualifying enrollees receive access to the full value of their agreements.



For some publishers which offer separate enrollments for organizations participating in the Commonwealth’s Master Licensing Agreement (e.g. Microsoft), the enrollment process is not just a formality but rather a critical function in enabling the customer to receive contract benefits. Not only do enrollments protect COPA and simplify the process for the DGS, the individual enrollments also provide benefits for each agency, including: access to media, better visibility and control over purchases, and access to valuable benefits (e.g. Microsoft Software Assurance benefits).

Dell also agrees to aggregate all enrollments together for Master Agreement reporting purposes. To help you understand how we accomplish this, we would like to describe our backend system known as *TRACKER*. Dell Software revolutionized the software and Volume License Agreement (VLA) management process with our *TRACKER* system. Unlike any other method of managing software purchases, *TRACKER* is a completely automated, umbrella system that accommodates every VLA and maintenance program on the market today. This unique and proprietary system currently manages thousands of contracts, representing millions of PCs.

Our *TRACKER* system benefits COPA in several ways. *TRACKER* guarantees that every Enrollment and Agreement will be issued accurately, under the State’s Master Agreement Number. This system also ensures that every time a COPA customer places an order, they will have access to the lowest software prices available under the contract. License purchases are automatically credited to the appropriate contract and enrollment with 100 percent accuracy and each purchase is attributed to the appropriate agency or political subdivision. Next, you’ll have confidence that the licenses the Commonwealth consumes will be registered with the publisher—accurately and on time.

Our online system, Dell Software Online, accesses the information found in *TRACKER* and provides our customers with a centralized, comprehensive software management system which enables us to easily aggregate all enrollments together for Master Agreement reporting purposes.

### 90-Day Quote Guarantee

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.

**Dell Response:**

Dell understands and agrees to comply. We recognize in many instances, the Commonwealth will require multiple revisions of a quote, in order to change quantities, products, etc. In some cases, these changes will negate previously offered pricing, and the newly revised quote and pricing will supersede the previously offered price. Also, at times pricing offered through the software publishers is only available for a limited time, or for a particular opportunity. In these cases we will present it as such on the quote. In this manner we hope to be able to give COPA access to the best pricing options available, while also allowing COPA customers to budget correctly when a fast purchase may not be possible.

### 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.*

**Dell Response:**

Dell understands and agrees to comply. We understand the importance of fast reliable delivery and the ability to track orders and shipments. We have the option of setting our system up so that when you



place an order with Dell Software, regardless of the method used to place the order, we can send you e-mail confirmations immediately and every step of the way, including acknowledgment of order receipt, shipped orders, and backorders. These confirmations will be sent out automatically from our system; we will simply need to make sure we have an appropriate email address for each COPA account.

Furthermore, once an order is placed with Dell Software, regardless of the method used to place the order, the status may be easily tracked online through our state-of-the-art Dell Software Online system. When you track your order using Dell Software Online, which is available to you 24 hours a day, 7 days a week, you will have access to order details including the date entered, date invoiced, date shipped and the carrier's tracking number. In fact, the tracking number will automatically launch the carrier's web site to show exact package location and/or delivery information.

Due to the nature of the contract, Dell Software has the capability to perform many of our services to COPA in real time. When you place an order under many of the major publishers' Volume Licensing Agreements, under the terms of the contract you are legally licensed when you place the order. Dell Software will send you a *License Confirmation Certificate* for your records—either hard copy or electronic if you prefer—but legally, you do not need to wait for it before you begin to install and enjoy the benefits of your software purchase.

When your orders include media or documentation as well as licenses, we have the processes in place to expedite those orders as well. Whether your order is being drop-shipped to a large agency or a remote political subdivision, it will receive the same fast service. As soon as an order is placed with Dell Software and all items are in stock, the order is sent to the WINR system, the heart of Dell Software's state-of-the-art paperless warehouse. The order is then picked by our warehouse staff, who use remote handsets that scan the individual bar codes on each item to ensure that the correct items are shipped to the Commonwealth. The order is then double-checked by the verifier, also with a radio frequency scanner to guarantee accuracy, to make sure that the correct items are in each shipment. This highly-praised system not only allows for a 99.9999% level of shipping accuracy, it also allows Dell Software to ship ground orders up until 7:00 PM EST and overnight orders until 7:30 PM. Once an order is shipped, the information is sent to the *TRACKER* system, where it will appear in each of our standard reports as well as the Dell Software Online reports you can generate online. Backorder information, shipping information, and even shipment tracking numbers may all be accessed via Dell Software Online.

The majority of Dell's software orders to government customers, including to COPA, ship within 24 hours after receipt of order. In any unusual circumstances where we do not have the ability to ship product rapidly—typically in the case of a new product release or shortage from the publisher—we will work with the COPA customer to make him or her aware of the anticipated delivery date, and to offer additional solutions if applicable.

## Drop Ship

*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, including shipping and packaging costs and for reshipment costs including*

### Dell Response:

Dell understands and agrees to comply. We will be pleased to deliver or drop ship to any location requested by the Commonwealth, including OEMs or hardware resellers holding Statewide Contracts.

We also understand that despite all efforts on behalf of Dell Software and the software publishers to deliver you high-quality, defect-free merchandise, sometimes it happens. You get a defective CD or a software package is damaged in transit, or an item is ordered incorrectly or miss-shipped. In the rare instances when this does occur, Dell does everything in our power to rectify the situation for you immediately. If your software title is defective or damaged, or if we have made an order entry or shipping error, we will gladly exchange your software as quickly as possible—including providing expedited



delivery for in stock items at our expense. Just call us when you receive the defective, damaged or incorrect item, and we'll do the rest. We will have UPS or another carrier pick up the software at your facility. And we'll pay for both the pick-up of the defective product and the expedited shipping charges for the replacement.

In other situations for which the State may wish to return a product, Dell will accept any returns requested within 30 days of receipt of product, subject to the approval of the software publisher. In fact, we will accept returns beyond 30 days that are within the guidelines of the publisher's then current return policy. Furthermore, we will assist, administer, and track returns or exchanges between the Commonwealth and the software publisher.

## 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>

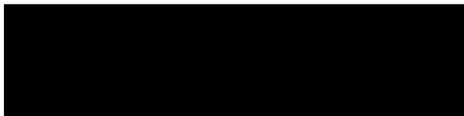
### **Dell Response:**

Dell acknowledges.

## Background Checks

### **Dell Response:**

Dell acknowledges this request.



## 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.

### Dell Response:

As mentioned in this proposal, Dell currently holds statewide software contracts that are open to State and Local Government customers in many states across the country.

Following is a sample list of the states where we currently hold statewide software contracts that cover multiple publishers. Many of the state contracts listed below are similar in scope and complexity to the contract that COPA intends to put in place.

State	Publisher(s) Included on Statewide Software Contract	Total # of Years Dell any/or ASAP has been a Software Contractor for State
State of Arizona	All software	14
State of California (multiple award)	Multiple publishers	13
State of Maine	All software	13
Commonwealth of Massachusetts	All software	13
State of New Mexico	All software	13
State of New York	Multiple publishers	13
State of Rhode Island	All software	13
State of Vermont	All software	13
State of Mississippi (multiple award)	Multiple publishers	10
State of Oregon	All software	9
State of Nebraska	Multiple publishers	8
State of Indiana	Multiple publishers	7
State of Nevada	Microsoft, Adobe	6
Commonwealth of Pennsylvania	Multiple publishers	6
State of Hawaii	Multiple publishers	5
State of Alaska	Multiple publishers	4
State of Tennessee	Multiple publishers	4
State of Georgia	Multiple publishers	3
State of New Jersey	All software	1

[REDACTED] collection of purchasing entities with diverse needs. Dell Software has worked with each state to identify their unique needs, help negotiate and implement software Volume License Agreements, as appropriate, and then designed communications / educational campaigns to reach that state’s eligible customers. Each state has its own story of why they selected Dell Software—in many cases not just once but through several renewal processes.

All of the contracts described above represent Dell’s commitment to administering licensing agreements for complex, decentralized government organizations. We would be pleased to supply COPA with many references – both within the Commonwealth of Pennsylvania and across the country – who can attest to our ability to effectively and efficiently manage a contract of this nature.



As requested, we are supplying contact information for a couple of the projects referred to, as representative of our capabilities managing statewide software contracts covering multiple publishers.

#### The Commonwealth of Massachusetts

Contact: Marge MacEvitt  
Title: Procurement Manager  
Organization name: Commonwealth of Massachusetts  
Address: One Ashburton Place, Room 1017  
Boston, MA 02108  
Phone: 617-720-3121  
Fax: 617-727-4527  
Email: [marge.macevitt@osd.state.ma.us](mailto:marge.macevitt@osd.state.ma.us)

Dell Software has held a comprehensive contract for the Commonwealth of Massachusetts's software continuously since 1998. This contract is of similar size and scope to the one that Pennsylvania intends to put in place.

#### The State of New Jersey

Contact: Marianne Bixler  
Title: Sub-Team Leader, Information Technology Procurement  
Organization Name: State of New Jersey, Division of Purchase and Property  
Address: 33 West State Street, 8<sup>th</sup> Floor  
Trenton, NJ 08625  
Phone: 609-292-2194  
Fax: 609-633-3634  
Email: [marianne.bixler@treas.state.nj.us](mailto:marianne.bixler@treas.state.nj.us)

Dell Software has held a comprehensive contract for the State of New Jersey's software since 2008. This contract is of similar size and scope to the one that Pennsylvania intends to put in place.



## 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.*

### **Dell Response:**

Within this section, we will describe the organizational structure of the overall Dell and Dell Software account team assigned to COPA, and how various resources from within Dell will come together in support of all aspects of the Commonwealth's software contract.

When selling organizations talk about the people who will service you, the word "team" is often used. At Dell, though, team is more than a buzzword. Our account management concept provides our customers with multi-level staffing to ensure that we exceed your expectations for service.

The roles of the members of the Commonwealth of Pennsylvania Account Team are described below.

### **Marie Hopkins, COPA Software Account Executive**

Marie Hopkins is the Software Account Executive for COPA, and she has extensive experience working with state and local government and academic accounts. Specifically, Marie has worked with the Commonwealth of Pennsylvania fulfillment of the current software contract (for software and services for multiple publishers) since 2005. Marie is based in Havertown, PA.

An experienced software professional, Marie Hopkins understands software licensing, as well as the unique needs of state and local government customers. Marie will meet with DGS regularly; proactively arrange meetings with Pennsylvania customers; help analyze license usage and recommend purchasing options in line with Pennsylvania software standards, initiatives, goals and budgets; arrange and attend publisher seminars; attend state and local events as appropriate; and provide fast, knowledgeable product and pricing information. Marie will also be able to provide accurate license tracking and reporting, as well as educate COPA customers on Dell Software Online, our online eCommerce application, to enable you to access your contracts and purchase history 24 hours a day, 7 days a week.

In addition to her day to day activities in support of this contract, Marie will also be prepared to meet with DGS periodically to conduct a broad review of software products and services, ongoing operations, and contract recommendations. We suggest quarterly business reviews for contracts of this nature, and will be happy to conduct a review at other times as well upon request from DGS.

In addition to Dell's extensive initial and ongoing training regimen, every Account Executive at Dell Software—including Marie Hopkins—must complete the SIIA's Certified Software Manager program. This curriculum focuses primarily on the legal issues of software licensing, which allows Marie to help COPA

assist Pennsylvania state and local government customers to identify the best way to procure software. Marie has successfully assisted Pennsylvania customers with implementation and administration of their software needs. We are confident that this experience will be beneficial to COPA under the new contract as well.

For day to day administration of this contract, Marie will work closely with Software Inside Sales Representatives in Dell Software's offices in Buffalo Grove, Illinois: Hikari Baba, Jamie Wilson, Matt Lynch and Kayla Macko. Their roles are described below.

**Hikari Baba, Senior Software Inside Sales Representative, COPA**  
**Jamie Wilson, Senior Software Inside Sales Representative, COPA**



[Matt Lynch, Software Inside Sales Representative, COPA](#)  
[Kayla Macko, Software Inside Sales Representative, COSTARS](#)

Based in our Buffalo Grove, Illinois office, our software inside sales team is instrumental in handling the day-to-day operations of our state government contracts. Please note that while the inside sales team is based in Illinois, their working hours are based upon the territories that they support. Easily accessible during **Pennsylvania's business hours** via a direct, toll-free phone number, fax, or email, the COPA Software Inside Sales Team of Hikari Baba, Jamie Wilson, Matt Lynch and Kayla Macko will be readily available to meet your needs.

Hikari, Jamie, Matt and Kayla are all experienced members of a team that works exclusively with state and local government and academic accounts. They each have experience working with statewide software contracts, and they all work with COPA now in support of COPA's current software contract, which covers software and service for multiple publishers. They have all achieved certifications from the major publishers, including Microsoft, and they are excited to continue to apply their industry expertise to meet COPA's needs.

The COPA Software Inside Sales Team's knowledge of the software publishers' government offerings and government paperwork make each of them a valuable asset for their customers. In their roles working with COPA under the new contract, Hikari, Jamie, Matt and Kayla will provide pricing, product information and contract information, assist with and process paperwork, fill orders, ensure timely shipment and receipt of orders, track orders, provide reports of purchase history, provide assistance with Dell Software Online for online services that agencies wish to use, and process return requests. In short, they are empowered to meet the day-to-day needs of COPA customers.

[Dave Lohr, Dell Core Account Executive](#)

Dave Lohr is the Core Account Executive who works with the Commonwealth of Pennsylvania. Dave is based in Harrisburg, PA. He is frequently on site working with Pennsylvania customers, and he will work in tandem with Marie Hopkins and the Software Inside Sales Team to support all of COPA's IT needs. Dave will provide Pennsylvania customers with ongoing account management and strategic planning assistance. Essentially, Dave expands upon the services that Marie Hopkins and the Software Inside Sales Team provide by offering additional onsite representation and a broader set of tools and services to enable COPA customers to simplify their IT purchasing process. Dave has worked with COPA in fulfillment of the current software contract, covering software and services for multiple publishers, since Dell's acquisition of ASAP Software.

[Jessica McSherry, Dell Project Manager](#)

Jessica McSherry is the Project Manager who will ensure that services under this contract are being delivered accurately and on schedule. Jessica has over 20 years of relevant industry experience, and over 15 years in Project Management roles. She has worked to manage large scale projects, including hardware projects for COPA, and we are excited to add her experience to this software contract under the new term.

[Bill Kluth, Dell Backup Project Manager and Lead Software Account Executive for the Northeast](#)

[REDACTED] and now Dell for over 19 years, and he has had roles of progressing responsibility during this time. Since 1999, Bill has been focused on supporting statewide software contracts covering multiple publishers and services in the Eastern U.S., including the Commonwealth of Pennsylvania. He has been a Senior Account Executive and Regional Sales Manager for the East. In his current role as Northeast Contracts Lead Account Executive, Bill has enjoyed the opportunity to work with the Software Account Executives and Software Inside Sales Representatives supporting statewide software contracts in the Northeast to ensure high quality service and conformance with contract requirements. He looks forward to continuing to work with COPA in support of the new contract.



### The State Government Software Inside Sales Team

An account team that works exclusively with state and local government and academic accounts also backs up the primary COPA team. This team has access to and knowledge of your contract information. Each team member has experience working with major state government contracts for multiple publishers that Dell administers, and each will be aware of the intricate details of the new COPA contract as well.

If you call Hikari Baba, Jamie Wilson, Matt Lynch and Kayla Macko and reach voicemail, you may press zero (0) followed by the pound sign (#) to be connected with another member of the State Government Software team. In the event that the entire team is occupied, your call will be routed to the next available member of our sales or customer service team. In other words, if you want to speak with a live, knowledgeable person during COPA business hours, that is always an option. And remember, **all** members of our software sales team must achieve publisher certifications and attend regularly scheduled training classes to stay on top of industry news, including new versions and programs, so you can feel confident about the information you receive from this group.

### Susan Henriksen—Software Inside Sales Manager, Eastern State Government

The Software Inside Sales Team for the Eastern United States, including Pennsylvania, reports to Susan Henriksen. Susan is based in Buffalo Grove, IL but works during COPA business hours since her team supports customers in the Eastern U.S. Susan has been with ASAP Software and now Dell since 2001. She has worked with major contracts covering multiple publishers and helped to make these agreements a success. She is dedicated to the goal of memorable customer service and encourages her team members to develop new ways to meet their state government customers' unique needs. Not only will Susan be supporting the COPA Account Team behind the scenes, she will also be available to personally assist COPA customers. In the event of a problem or concern that you need to escalate, Susan will be happy to address it. And she would also like to hear from you to discuss industry trends or how to maximize the benefits of this contract.

### Alison Turner—Senior Sales Manager, Software - Education, State and Local Government

Alison is the Senior Sales Manager-Software for Dell Software's Education, State and Local Government group. Alison has been with ASAP Software and now Dell since 1994 and has spent that entire period of over fifteen years working with state and local government and academic customers. Alison manages the field Software Education, State and local Government team, including Marie Hopkins. She is very familiar with the operations of the thirty-five states that have selected Dell to hold statewide contracts for a wide variety of publishers, and she is aware of the unique challenges facing education, state and local government organizations. Alison has worked with publisher representatives and licensing executives across the country and has helped ensure the success of many statewide software agreements.

### Randy Lee—Senior Group Sales Manager, Public Sector Software

Randy oversees all software government contracts at Dell Software. Randy has been in the IT industry and focusing on government accounts since 1982. Randy came to Dell | ASAP Software's offices in Buffalo Grove, Illinois in 1992 and was integral in building the Dell Government Sales Division. Since that time, Dell Software has become one of the most influential software solutions providers in the U.S.

[REDACTED] mental in convincing both software publishers and the U.S. [REDACTED] License Agreements to the Federal GSA Schedule. This started a [REDACTED] VLA programs. And since then, Randy has worked to make [REDACTED] vehicles accessible to government customers. Randy Lee supports all public sector software sales throughout the United States, but he still takes the time to make sure individual customers are delighted with the services we provide. You can feel confident that any group headed up by Randy Lee has the government focus necessary to make your contract a success.

The organizational chart which follows depicts the structure of the software sales team that will support this contract for the Commonwealth of Pennsylvania, as well as how the software sales team (shown in darker blue) fits into the overall organization.



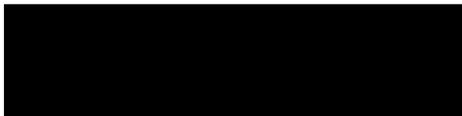
We have provided locations for each member of the software account team, and also included resumes for these individuals.

While Dell will work with many suppliers of software and services, we do not intend to work with subcontractors in the fulfillment of this contract.

Immediately following are the resumes of the following people:

- Dave Lohr
- Marie Hopkins
- Hikari Baba
- Jamie Wilson
- Matt Lynch
- Kayla Macko

The resumes for Jessica McSherry and Bill Kluth can be found earlier in this response.



**Marie P. Hopkins**  
 118 Myrtle Avenue, Havertown Pa. 19083  
 Home : 610-446-643 Cellular: 215-776-4695 Email: Marie\_hopkins@dell.com

**Account Management, Sales Executive**

**Profile**

Sales executive with a professional background in Information Technology Sales within the public sector markets, including State- local Governments, Education and Federal Government . Extensive background in Government contract with over 25 years experience in Federal and State contracts. Excellent knowledge of the Pennsylvania state government landscape

**General Qualifications:**

- Sales and Business Development
- Account Management
- State Contract background
- Territory Planning

- December 2005 – Current**     **Account Executive**     *Dell Software, Inc.*
- Serving new and existing customers as a computer software and hardware value added reseller and large account reseller (VAR/LAR).
  - In-person, on-site expertise in managing and facilitating Pennsylvania Statewide "all software" technology and licensing contracts, and assistance with licensing compliance.
  - Engaging with and responding to the technology needs of State, Local and Educational customers within the Pennsylvania territory.
  - Aligning with partners, integrators, and software publishers including: Microsoft, Adobe, Symantec, McAfee, IBM, VMware, Novell, Citrix, Trend Micro and many others.
- July 1998 – April 2004**     **Senior State Account Executive**     *Gateway Companies, Inc.*
- Senior sales executive for state and local government business in Pennsylvania and New Jersey. . Broad scope of responsibilities included: Strategic market planning, Business development, Sales forecasting, creating marketing campaign and presentations.,.
- April 1995 – July 1998**     **Senior Account Executive**     *CHSC Consulting*     Tigard, OR
- Responsibilities included managing and maintaining all state contract business in Pennsylvania and New Jersey. Responsible for increasing and implementing network services growth into government business sectors of the organization.
- 1987-1995**     **New Tech Associates**
- Account Executive responsible for developing and growing the company's department of Defense contracts. Created a diversified offering in order to extend the company's growth. Established international contracts with department of the Army supplying United states Army in Germany.
- Professional Training: TAS Target Account Selling (August 2003)  
 Growth Development Associates: Consultative Selling (2002)  
 Microsoft Sales training (2008)

**Industry References**

**Microsoft Corp.**  
 Andy Olenik  
 Government Account Executive  
[aolenik@microsoft.com](mailto:aolenik@microsoft.com)  
 717-394-7101

**McAfee Security**  
 Chris Gomolak- Territory Manager – North East U.S.  
 Government,  
 (203)-219-4752 Office  
[mailto:Chris\\_gomolak@mcafee.com](mailto:Chris_gomolak@mcafee.com)

**Computer Associates**  
 James Schnitzlein  
 (809) 583-9782 email  
[james.schnitzlein@ca.com](mailto:james.schnitzlein@ca.com)



**David S. Lohr**

**3618 Golfview Drive Mechanicsburg, PA 17050**  
**Cell: 717-422-1729 [david\\_lohr@dell.com](mailto:david_lohr@dell.com)**

## WORK EXPERIENCE

### **DELL, INC. (Harrisburg, PA)**

**May 2006 – Present**

Account Executive responsible for Dell's business relationship with agencies of the Commonwealth of Pennsylvania.

- Worked with Inside Teams to ensure customer satisfaction, on-time product delivery, achievement of mutual customer and Dell corporate objectives
- Managed contractual product transitions in accordance with product availability, financial considerations, and technical requirements
- Engaged Dell resources to support customer business requirements

### **STORAGE TECHNOLOGY CORP. (acquired by SUN Microsystems)**

Major Accounts Manager for sales of enterprise disk and tape storage technologies used in conjunction with disaster recovery, and business continuance solutions to large commercial, medical, and public sector organizations. Managed authorized reseller channel sales efforts to drive revenue growth in mid-tier market.

- Top 10 Sales Executives Worldwide in 2003, earning Master's Club recognition at 174% of plan.
- 2002 Master's Club award, 111% of plan, responsible for largest transaction in Philadelphia District history
- Worked with Fortune 500 customer base to meet Sarbanes-Oxley, HIPPA, email and other document retention goals

### **XEROX CORPORATION (Harrisburg, PA)**

As a Key Account Manager, responsible for developing sales, marketing, and consultative relationships with several major central PA corporations.

- #1 ranking in Northeast Major Account Operations in 2000, finishing at 146% of plan, by signing several enterprise outsourcing agreements and generating outstanding year-over-year revenue growth.

Regional Product Manager with sales budget responsibility for digital color printing/copying systems sold through Xerox direct sales force and channels operations.

- Achieved President's Club or Par Club in 4 of 5 years eligible
- Completed Xerox Management Development Program
- Developed marketing programs and contests for general line sales force
- Worked with Xerox Account Representatives in placing color printing systems on PA state contract

## EDUCATION

### **PENNSYLVANIA STATE UNIVERSITY**

Graduate School of Business; completed majority of MBA requirements with emphasis in Economics & Statistical Analysis.

### **PENNSYLVANIA STATE UNIVERSITY**

B.S., Business Management



## Hikari Baba

Sr. Inside Sales Representative, Dell Software  
Public Accounts, State Agencies – Pennsylvania

**Certifications**    Microsoft Certified, Novell Certified, McAfee Certified, VMware Certified

### Industry Experience

- Jan 2006 – Present    **Sr. Inside Sales Representative**    *Dell*    Buffalo Grove, IL
- Pennsylvania State Agencies, including DPW, Revenue, Transportation
  - Building and sustaining customer and vendor relationships
  - Responsible for being able to evaluate and solve customer pain points
  - Deep knowledge in various software licensing programs
  - Leveraging relationships with vendors to obtain the best customer pricing available

### Customer and Publisher References

**Versatile Systems**  
Bobb Rosborough  
Office 717-579-8672    bobb@versatile.com

**PHEAA, Pennsylvania**  
Carol Leo, Contract Advisor  
Office 717-720-2157    cleo@aessuccess.org



## Jamie Wilson

Senior Inside Sales Representative, Dell Software  
Public Accounts, State Agencies – Pennsylvania

**Certifications** Microsoft Certified Sales Specialist, Novell Certified, McAfee Certified, CA Certified

### Industry Experience

**June 1999 –Present Senior Inside Sales Representative** *Dell* Buffalo Grove, IL  
**Present**

- Pennsylvania State Agencies, including L&I, OA, and State Police
- Eleven years software reseller industry experience managing and maintaining daily customer and software vendor relationships.
- Communicating daily with customers to meet end user deadlines, project requirements, and budgetary commitments.
- Negotiating with vendors and leveraging vendor partnerships to provide maximum long term cost savings benefits for customers. .
- Fluency in ever changing software licensing programs which allow for maximum cost savings opportunities on volume purchases (i.e. Microsoft, Adobe, Symantec)

### Customer and Publisher References

**Department of Health, Pennsylvania**  
Rebecca Thorpe, Bureau of Information Technology  
Office 717-703-5780 [rthorpe@state.pa.us](mailto:rthorpe@state.pa.us)

**Websense, Inc.**  
CJ Puhala, Sr. Territory Account Manager  
Office 412-489-6107 [cpuhala@websense.com](mailto:cpuhala@websense.com)

**Syntellect**  
Laura Gettler, Director, Strategic Accounts  
Office 602-789-2854 [LGettler@syntellect.com](mailto:LGettler@syntellect.com)



**Matthew Lynch**  
**Inside Sales Representative, Dell Software**  
**Higher Education/ State Agencies – Commonwealth of Pennsylvania**

**CERTIFICATIONS:**

Microsoft Certified, VMware Certified; Novell Certified, McAfee Certified, & Extensive Training from Adobe

**PROFESSIONAL PROFILE:**

- Self-motivated, results-oriented professional with strong problem solving skills
- Proven record of consistent success in exceeding assigned revenue targets
- Experienced in cultivating strong relationships with clients, business partners and team members
- Strong inter-personal, leadership and organizational skills
- Excellent verbal and written communication skills

**PROFESSIONAL INDUSTRY EXPERIENCE:**

Nov 2006 to Present                      DELL - Buffalo Grove, IL  
Inside Sales Representative

Responsibilities Include:

- Managing and maintaining over 100 Government Agencies, within a geographical territory
- Managing Client-Vendor relationships to increase client productivity and improve ROI
- Developing and delivering written proposals in response to client RFI, RFP, RFQ, and project bids
- Managing the requirements to deliver overall solutions based on client specifications and software upgrade plans
- Provide customers with fast, up-to-date knowledge of software products and solutions
- Communicate in a timely manner, via phone or e-mail, to assist in each customer's needs

**CUSTOMER & PUBLISHER CONTACTS:**

Public Utility Commission, Pennsylvania  
Nga Koveleski, Office of Information Technology  
Office 717-787-3603    [nkoveleski@state.pa.us](mailto:nkoveleski@state.pa.us)

Department of State, Pennsylvania  
Carna Solomon, Bureau of Management Information Systems  
Office 717-346-0464    [casolomon@state.pa.us](mailto:casolomon@state.pa.us)

Follett Software Company  
Cathleen Miller, Inside Sales Representative  
Office 800-323-3397 x7421    [CMiller@FSC.Follett.com](mailto:CMiller@FSC.Follett.com)



## Kayla Macko

Inside Sales Representative, Dell Software  
Local/Education Accounts – Pennsylvania

**Certifications** Microsoft Certified, VMware Certified; Novell Certified, McAfee Certified,  
Extensive Training from Adobe,

### Industry Experience

**July 2007 – Present** **Inside Sales Representative** *Dell* Buffalo Grove, IL

- Pennsylvania local government and K-12 Education
- Managing and maintaining daily customer relationships
- Communicating via phone and email with customers and suppliers.
- Effectively managing time to meet customers' and vendors' needs.
- Negotiating with vendors to provide best pricing for customers.
- Fluency in software licensing programs (i.e. Microsoft, Adobe, Symantec)

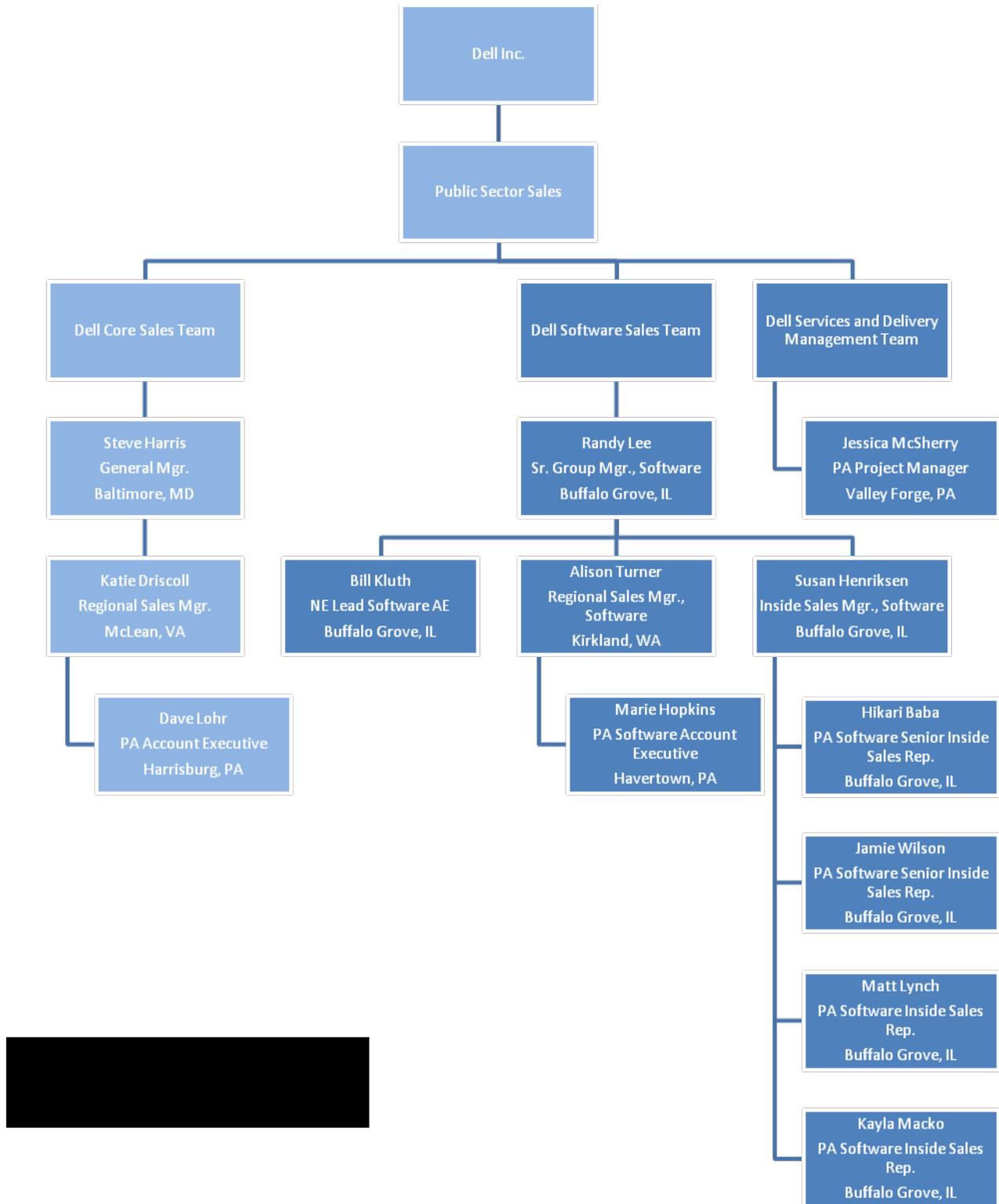
### Customer and Publisher References

**City of Harrisburg, Pennsylvania**  
RuthAnn Page, Bureau of Information Technology  
Office 717-255-6576 [RPage@cityofhbg.com](mailto:RPage@cityofhbg.com)

**KnowledgeLake, Inc**  
Mike Bueltmann, Business Development  
Office 314-898-0520 [mike.bueltmann@knowledgelake.com](mailto:mike.bueltmann@knowledgelake.com)

**Lancaster County, Pennsylvania**  
Linda Hess, Information Systems Technical Services  
Office 717-293-7220 [HessL@co.lancaster.pa.us](mailto:HessL@co.lancaster.pa.us)





## 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.*

### **Dell Response:**

Dell understands and agrees to comply. We understand that COPA is decentralized and communication can be difficult, which means that the role of your selected a reseller in informing contract users about this contract is especially important. How well and how often the message about the benefits of purchasing off the agreement is presented to COPA entities will make a major difference in the success of this contract. We agree to educate COPA entities - both formally and informally, and both initially and over time - on the topics described in this RFP, as well as other pertinent topics.

While some communications efforts may be effective for all organizations, Dell Software also provides customized efforts designed for specific organizations. We recognize that each COPA entity has its own business needs, and each may require customized communications designed to address that organization's specific needs and procedures. We further understand that in a decentralized state government environment, we will need to be flexible in our methods of communication. We look forward to coordinating with DGS regarding methods of communication, dates and locations of on-site visits, and web based training options.

We typically begin our education efforts for a new statewide software contract by conducting face-to-face informational sessions, and our preference is to conduct a presentation within the first 30 days of the contract period. This method is very effective because we are able to meet with customers and strengthen relationships, assist with enrollments, demo services such as Dell Software Online, and discuss contract benefits. This personalized program, while very effective, only reaches customers in or around these specific geographical areas. So to reach a broader group we also like to send out introductory emails to potential contract users, and we would welcome the opportunity to communicate with customers in outlying areas via web based training as well. We look forward to coordinating this initial training with DGS promptly upon contract award.

We will also work with the top publishers under the contract to invite them to participate in the rollout meetings and to share software and licensing updates with COPA contract users. When we conducted a contract rollout for the current agreement in 2003, we arranged for several of COPA's high volume publishers to attend and provide brief presentations.

Dell will also work with COPA on a continuous basis to make sure we are effectively communicating with agencies and political subdivisions about technology updates, including industry happenings and new product announcements or enhancements, as well as new IT purchasing options.

In short, Dell believes it is our responsibility to keep COPA customers in the know about all aspects of your software agreements, including any program changes, changes in product availability, and other industry information. We intend to achieve this on an ongoing basis, through seminars on our own or in conjunction with the software publisher. Webinars to reach remote users, face-to-face visits, newsletters, [REDACTED] email or phone notifications to contract users, etc. Especially in [REDACTED] sessions of major products or new benefits, we take this job very [REDACTED] the Commonwealth's thoughts about any additional communications you would like to receive so that we can best meet your needs throughout the contract term. Of course, we will be pleased to coordinate any formal training with DGS.



## II-7 - Financial Capability

*Describe your company's financial stability and economic capability to perform the contract requirements. If you 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).*

**Dell Response:**

Dell's independently audited FY08 10-K form contains financial data for the past 5 years, and is available in .pdf format at [www.dell.com/investor](http://www.dell.com/investor)

Dell restated its financial statements relating to fiscal 2003, 2004, 2005, 2006 and 2007 (including the interim periods within those years). The financial information in our Quarterly and Annual Reports for those periods should not be relied upon. Dell's restated financial information is in its Annual Report on Form 10-K for the fiscal year ended February 1, 2008 available via the Internet at [www.sec.gov](http://www.sec.gov) or [www.dell.com/investor](http://www.dell.com/investor).

**Dell Financial Performance**

Fiscal 2009 was a year of mixed results for us. During the first half of the fiscal year we capitalized on growth opportunities and experienced double digit growth driven by increased industry demand. This growth was followed by a period of challenging economic conditions, with a decline in global IT end-user demand. As a result, during the second half of Fiscal 2009, we realigned our balance of liquidity, profitability, and growth, selectively focusing on areas that provided profitable growth opportunities. Throughout the year we took actions to reduce operating expenses and optimize product costs. While no one can predict the severity and duration of the current global economic slowdown, we are planning for a continued challenging end-user demand environment in Fiscal 2010. We will selectively invest in strategic growth opportunities, and we will continue our activity around optimizing and transforming our cost structure.

Fiscal 2009 revenue remained flat year-over-year at \$61.1 billion even though unit shipments increased 7% year-over-year. Our revenue performance is primarily attributed to a decrease in selling prices. During Fiscal 2009, our global commercial business revenue declined 2% year-over-year while unit shipment remained flat as a result of the challenging economic environment that was prevalent in the second half of Fiscal 2009. Our global consumer business offset this decline in revenue by posting year-over-year revenue growth of 11% on unit growth of 35% for Fiscal 2009.

More detailed financial performance information may be obtained from Dell's restated Financial results through the SEC 10K filings on [www.dell.com/investor](http://www.dell.com/investor).

Dell's statement reads as follows:

"Dell restated its financial statements relating to fiscal 2003, 2004, 2005 and 2006 (including the interim periods within those years) and the first quarter of fiscal 2007. The financial information in our SEC filings for those periods should not be relied upon. Dell's restated financial information is in its Annual Report on Form 10-K for the fiscal year ended February 30, 2009 available via the Internet at [www.sec.gov](http://www.sec.gov) or [www.dell.com/investor](http://www.dell.com/investor)

Ann

An extract from the restated financial data is shown below:

Fiscal Year Ended					
	January 30, 2009	February 1, 2008	February 2, 2007	February 3, 2006	January 28, 2005
	(in millions, except per share data)				
<b>Results of Operations:</b>					



Net revenue	\$61,101	\$61,133	\$57,420	\$55,788	\$49,121
Gross margin	\$10,957	\$11,671	\$9,516	\$9,891	\$9,018
Operating income	\$3,190	\$3,440	\$3,070	\$4,382	\$4,206
Income before income taxes	\$3,324	\$3,827	\$3,345	\$4,608	\$4,403
Net income	\$2,478	\$2,947	\$2,583	\$3,602	\$3,018
<b>Earnings per common share:</b>					
Basic	\$1.25	\$1.33	\$1.15	\$1.50	\$1.20
Diluted	\$1.25	\$1.31	\$1.14	\$1.47	\$1.18

**Notes:**

(a) Results for Fiscal 2009, Fiscal 2008, and Fiscal 2007 include stock-based compensation expense pursuant to Statement of Financial Accounting Standards No. 123 (revised 2004), *Share-Based Payment ("SFAS 123(R)")*. See Note 5 of Notes to Consolidated Financial Statements included in "Part II — Item 8 — Financial Statements and Supplementary Data."

(b) Results for Fiscal 2006 include charges aggregating \$421 million (\$338 million of other product charges and \$83 million in selling, general and administrative expenses) related to the cost of servicing or replacing certain OptiPlex™ systems that included a vendor part that failed to perform to our specifications, workforce realignment, product rationalizations, excess facilities, and a write-off of goodwill recognized in the third quarter. The related tax effect of these items was \$96 million. Fiscal 2006 also includes an \$85 million income tax benefit related to a revised estimate of taxes on the repatriation of earnings under the American Jobs Creation Act of 2004 recognized in the second quarter.

(c) Results for Fiscal 2005 include an income tax charge of \$280 million related to the repatriation of earnings under the American Jobs Creation Act of 2004 recorded in the fourth quarter.

**Company Outlook**

The company will continue to incur costs as it realigns its business to improve growth and profitability. While the company believes these actions are necessary to drive long-term sustainable value, they may adversely impact the company's near-term performance. In addition the company's results could be adversely impacted by more conservative spending by its customers. The company is, however, benefiting from accelerating growth and an improving mix of products and geographic regions, and the company expects to achieve substantial improvements in cost and productivity.

**Special Note**

Statements in this document that relate to future results and events (including statements about future financial and operating performance) are forward-looking statements based on Dell's current expectations. Actual results and events in future periods could differ materially from those projected in these forward-looking statements because of a number of risks and uncertainties including: general economic, business and industry conditions; our ability to maintain a cost advantage over our competitors; local economic and labor conditions, political instability, unexpected regulatory changes, trade protection measures, tax laws, copyright levies and fluctuations in foreign currency exchange rates; our ability to accurately predict product, customer and geographic sales mix and seasonal sales trends; information technology and manufacturing infrastructure failures; our ability to effectively manage periodic product transitions; any additional issues or matters that may arise from the ongoing SEC investigation; our ability to successfully remediate identified internal control deficiencies; our reliance on third-party suppliers for quality product components, including reliance on several single-source or limited-source suppliers; our ability to access the capital markets; litigation and governmental investigations or proceedings arising out of or related to accounting and financial reporting matters; our acquisition of other companies; our ability to properly manage the distribution of our products and services; effective hedging of our exposure to fluctuations in foreign currency exchange rates and interest rates; obtaining licenses to intellectual property developed by others on commercially reasonable and competitive terms; our ability to attract, retain and motivate key personnel; loss of government contracts; expiration of tax holidays or favorable tax rate structures; changing environmental laws; and the effect of armed hostilities, terrorism, natural disasters and public health issues. For a discussion of those and other factors affecting Dell's business and prospects, see Dell's periodic filings with the Securities and Exchange Commission.



## Final Results for Fourth Quarter of Fiscal Year 2008

Dell today reported results for its fourth quarter of fiscal year 2008, with revenue up 10 percent year-over-year to \$16 billion, unit growth of 19 percent, operating income of \$776 million and earnings per share of \$0.31. Revenue for the full fiscal year was \$61.1 billion, an increase of 6 percent year-over-year and earnings per share grew 15 percent to \$1.31.

Cash from operations totaled \$1.2 billion, while cash and marketable securities at the end of the quarter were \$9.5 billion. Dell resumed its share-repurchase program during the quarter, and spent \$4 billion to repurchase 179 million shares of common stock. In the first quarter of fiscal 2009 the company expects to spend at least \$1 billion to repurchase its shares.

*"Execution against our priorities continues to drive growth," said Michael Dell, chairman and CEO. "As businesses and consumers worldwide join the Connected Age -- one that's underscored by more data, more devices and more users -- we see enormous opportunities to enable them to Simplify IT and participate."*

Fiscal Year (in millions, except share data)	Fourth Quarter			Year to Date		
	FY'08	FY'07	Change	FY'08	FY'07	Change
Revenue	\$15,989	\$14,470	10%	\$61,133	\$57,420	6%
Operating Income	\$776	\$827	(6%)	\$3,440	\$3,070	12%
Net Income	\$679	\$726	(6%)	\$2,947	\$2,583	14%
EPS	\$0.31	\$0.32	(3%)	\$1.31	\$1.14	15%

Note: All comparisons in this press release are year-over-year unless otherwise noted.

Earnings per share in the quarter were affected by the following items:

- \$83 million in expense, or four cents per share, related to the write-off of in-process research and development resulting from the acquisitions of EqualLogic and Everdream;
- \$54 million in expense, or two cents per share, related to business realignment, including severance costs and facility closures;
- \$27 million in expense, or one cent per share, in investigation related costs;
- \$11 million in amortization expense of purchased intangible assets;
- A reduction in a litigation reserve related to copyright levies of \$58 million, or three cents per share; and,
- A \$44 million expense reduction, or one cent per share, related to an annual true-up for the full-year of stock award forfeiture credits related to SFAS123R stock-based compensation expense.

In the company's fiscal 2007 fourth quarter, earnings per share were affected by the following items:

- \$207 million reduction in the provision for employee bonuses, or seven cents per share;
- \$89 million in expense, or three cents per share, in investigation related costs; and,
- A \$36 million one-time gain on the sale of real estate, in financing and other income, or one cent

Reg

**Europe, Middle East and Africa (EMEA):** Revenue increased 8 percent and shipments were up 14 percent. Shipments of notebooks increased 36 percent for the quarter and mobility revenue was up 25 percent. Revenues in EMEA emerging countries increased 44 percent.

**Americas Business Unit:** Revenues were up 7 percent for the quarter and shipments increased 13 percent driven by a 22 percent increase in revenues from Americas International. Revenue in Brazil, a key emerging country for Dell, grew 52 percent. Dell maintained its No. 1 position in the U.S. commercial segment with 35 percent of all units shipped in the quarter, according to industry analyst estimates. As the quarter progressed, Dell saw more conservative spending by some of its customers, particularly in global accounts, including financial services.



**U.S. Consumer:** Revenue growth accelerated to 12 percent driven by a 25 percent increase in shipments. Unit share increased by over three points - the largest quarterly gain in over three years. New product offerings and expansion into retail contributed to this performance.

**Asia-Pacific and Japan (APJ):** Revenue in the quarter grew by 28 percent on a 41 percent increase in units. APJ growth was strong across all product categories and led by performance in India, China and Australia/New Zealand, where revenue grew year over year 57 percent, 32 percent, and 29 percent, respectively. Shipments of notebooks increased 71 percent year over year for the region.

## Company Outlook

The company will continue to incur costs as it realigns its business to improve growth and profitability. While the company believes these actions are necessary to drive long-term sustainable value, they may adversely impact the company's near-term performance. In addition the company's results could be adversely impacted by more conservative spending by its customers. The company is, however, benefiting from accelerating growth and an improving mix of products and geographic regions, and the company expects to achieve substantial improvements in cost and productivity.

## Annual Financial Highlights

An extract from the restated financial data is shown below:

Fiscal Year Ended									
	February 2, 2007	February 3, 2006(a)		January 28, 2005(b)		January 30, 2004		January 31, 2003(c)	
	As Reported	As Reported	As Restated	As Reported	As Restated	As Reported	As Restated	As Reported	As Restated
(in millions, except per share data)									
<b>Results of Operations:</b>									
Net revenue	\$57,420	\$55,908	\$55,788	\$49,205	\$49,121	\$41,444	\$41,327	\$35,404	\$35,262
Gross margin	\$9,516	\$9,950	\$9,891	\$9,015	\$9,018	\$7,552	\$7,563	\$6,349	\$6,438
Operating income	\$3,070	\$4,347	\$4,382	\$4,254	\$4,206	\$3,544	\$3,525	\$2,844	\$2,738
Income before income taxes	\$3,345	\$4,574	\$4,608	\$4,445	\$4,403	\$3,724	\$3,711	\$3,027	\$2,907
Net income	\$2,583	\$3,572	\$3,602	\$3,043	\$3,018	\$2,645	\$2,625	\$2,122	\$2,031
<b>Earnings per common share:</b>									
Basic	\$1.15	\$1.49	\$1.50	\$1.21	\$1.20	\$1.03	\$1.02	\$0.82	\$0.79
Diluted	\$1.14	\$1.46	\$1.47	\$1.18	\$1.18	\$1.01	\$1.00	\$0.80	\$0.77

### Notes:

agating \$421 million (\$338 million of other product charges and \$83 million in related to the cost of servicing or replacing certain OptiPlex tm systems that include a ons, workforce realignment, product rationalizations, excess facilities, and a write-related tax effect of these items was \$96 million. Fiscal 2006 also includes an \$85 million income tax benefit related to a revised estimate of taxes on the repatriation of earnings under the American Jobs Results for Fiscal 2005 include an income tax charge of \$280 million related to the repatriation of earnings under the American Jobs Creation Act of 2004 recorded in the fourth quarter. Creation Act of 2004 recognized in the second quarter.

(b) Results for Fiscal 2005 include an income tax charge of \$280 million related to the repatriation of earnings under the American Jobs Creation Act of 2004 recorded in the fourth quarter.

(c) The adjustments relating to fiscal years prior to Fiscal 2003 are reflected in beginning retained earnings. The cumulative impact of these adjusting entries increased beginning retained earnings by \$59 million, net of tax.



## II-8 - Contract Terms and Conditions

**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.*

### **Dell Response:**

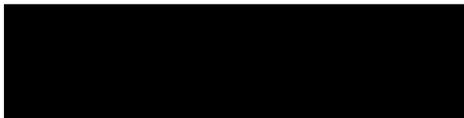
Dell acknowledges this request and complies.



## II-9 – Disadvantaged Business Submittal

**Dell Response:**

Per bid requirements, Dell has included our DB Submission in a separate document.



## II-10 – Cost Submittal

**Dell Response:**

Per bid requirements, Dell has submitted our cost response as a separate document.



## Appendix A – Request Forms

Immediately following are the request forms associated with this response.



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, Meghan Flisakowski PM [title] of Dell Marketing LP [name of Contractor] a Texas [place of incorporation] corporation or other legal entity, ("Contractor") located at One Dell Way Round Rock, Texas [address], having a Social Security or Federal Identification Number of 74-2616805, 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:

Dell Marketing LP

\_\_\_\_\_  
Corporate or Legal Entity's Name

[Redacted Signature]

3/10/10

[Redacted Signature]

3/10/2010

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 \_\_\_\_\_

Dell Marketing LP

Corporate or Legal Entity Name

Signature/Date

Meghan Flisakowski/Proposal Manager

Printed Name/Title

 3/10/2010

Dell Response to  
Commonwealth of Pennsylvania

#6100012054

Disadvantaged Business Response

03/12/2010



Dell Marketing L.P.  
One Dell Way  
Round Rock, TX 78682, USA



3/10/2010

### Commonwealth of Pennsylvania

Department of General Services  
555 Walnut Street  
Forum Place 6th Floor  
Harrisburg, Pennsylvania 17101

Attention: Thomas Teproovich,  
Reference: Request for Proposal -- Software Reseller -- RFP 6100012054  
Subject: Enclosure of Dell Response

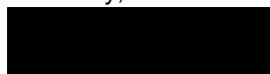
Dear Mr. Teproovich:

The mission of Dell Supplier Diversity is to deliver superior supplier performance through highly-qualified minority, women and small businesses that enhance the overall customer experience, support continued economic growth in our diverse communities and increase global market share. We evaluate and qualify suppliers based on their ability to meet best in class cost, supply chain process, quality, technology, time to market, and service experience. Our supplier diversity model complements our qualification process by identifying the best suppliers who can support these long-term objectives and can scale them within our direct business model.

As Dell developed our response to COPA, we evaluated all channels of disadvantaged business participation in our solution. We are pleased to report that this submission further expands our commitment to Pennsylvania Disadvantaged business partners Dell looks forward to working with our Pennsylvania partners and to the continued success of the Bureau of Minority and Women Business Opportunities' programs.

Should you have any questions regarding this response, please contact me at 512-723-1575 or online at [meghan\\_flisakowski@dell.com](mailto:meghan_flisakowski@dell.com). Technical questions may be directed to Dell Software's Senior Sales Manager for Major Public Accounts, Alison Turner, at 425-761-8664 or online at [Alison\\_Turner@Dell.com](mailto:Alison_Turner@Dell.com).

Sincerely,



**Meghan Flisakowski**  
Proposal Consultant  
Dell Marketing L.P.

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## M/WBE Businesses

Dell is committing to the following amounts during the term of this contract, based on our offering in Lot 1. These commitments require the publishers' acceptance of COPA Appendix E. As required by COPA, we will present Appendix E to the specific software publishers which are represented through these Disadvantaged Business Partners. Per COPA's requirements, COPA and the designated publishers will have to reach an agreement on Appendix E before these publishers' products may be ordered under the contract.

### Vendor Revenue Commitment for Lot 1

Vendor	Lot 1
ImageTech	\$250,000
Computer Learning Institute	\$600,000
PCN	\$800,000
<i>Total</i>	\$1,650,000

### Vendor Revenue Commitment as a Percentage of Lot 1 RFP Market Basket

Vendor	Lot 1
ImageTech	2.97%
Computer Learning Institute	7.13%
PCN	9.50%
<i>Total</i>	19.60%



ents for each Disadvantaged business Dell is partnering with for our solution.



# ImageTech

CWOPA II-9 Disadvantaged Business Submittal Checklist MBE/WBE Requirements	
Requirement	Dell Response
Part i)	
A copy of either 1) CWOPA BMWBO or 2) US Small business Admin. MBE/WBE Certificate	Immediately following this section is the requested document.
Statement on company letter head attesting to the fact that they have 100 or fewer employees	Immediately following this section is the requested document.
Proof that gross annual revenue for the company is less than 25,000,000. Proof can come from either a copy of audited financials or recent tax return.	Immediately following this section is the requested document.
Part ii) At this time Dell is not partnering with a business that is claiming status as a Socially Disadvantaged Business.	
Part iii)	
Name and telephone number of the Offeror's Project (contact) person for the Small Disadvantaged Business	Jessica McSherry  484.868.2812 jessica_mcsberry@dell.com
Business name, address, name and telephone of the primary contact person	ImageTech Systems, Inc. Slate Hill Business Center 3913 Hartzdale Drive, Suite 1300 Camp Hill, PA 17011 (717) 761-5900 x101 <a href="http://www.imagetechsys.com">www.imagetechsys.com</a> RJ Oommen
Specific Work, Goods or services to be performed	Source for software publishers' products as approved by COPA for purchase under the contract, following successful completion of Appendix E
Estimated dollar value of the commitment	\$250,000
Location where MBE/WBE will perform services	Throughout PA
Timeframe for each Small Disadvantaged Business or	Goods will be supplied over the course of the COPA software contract
	N/A
Form and compensation each MBE/WBE will receive	USD
Joint venture agreement	N/A
Subcontract letter of intent/teaming agreement	Immediately following this section is the requested document.



# Computer Learning Institute

CWOPA II-9 Disadvantaged Business Submittal Checklist MBE/WBE Requirements	
Requirement	Dell Response
Part i)	
A copy of either 1) CWOPA BMWBO or 2) US Small business Admin. MBE/WBE Certificate	Immediately following this section is the requested document.
Statement on company letter head attesting to the fact that they have 100 or fewer employees	Immediately following this section is the requested document.
Proof that gross annual revenue for the company is less than 25,000,000. Proof can come from either a copy of audited financials or recent tax return.	Immediately following this section is the requested document.
Part ii) At this time Dell is not partnering with a business that is claiming status as a Socially Disadvantaged Business.	
Part iii)	
Name and telephone number of the Offeror's Project (contact) person for the Small Disadvantaged Business	Jessica McSherry  484.868.2812 jessica_mcsberry@dell.com
Business name, address, name and telephone of the primary contact person	Computer Learning Institute 1110 N West End Blvd. Quakertown, Pennsylvania 18951 215-538-7254 Kevin Colyar
Specific Work, Goods or services to be performed	Source for software publishers' products as approved by COPA for purchase under the contract, following successful completion of Appendix E
Estimated dollar value of the commitment	\$600,000
Location where MBE/WBE will perform services	Throughout PA
Timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.	Goods will be supplied over the course of the COPA software contract
	N/A
	USD
	N/A
Subcontract letter of intent/teaming agreement	Immediately following this section is the requested document.



# PCN

CWOPA II-9 Disadvantaged Business Submittal Checklist MBE/WBE Requirements	
Requirement	Dell Response
Part i)	
A copy of either 1) CWOPA BMWBO or 2) US Small business Admin. MBE/WBE Certificate	Immediately following this section is the requested document.
Statement on company letter head attesting to the fact that they have 100 or fewer employees	Immediately following this section is the requested document.
Proof that gross annual revenue for the company is less than 25,000,000. Proof can come from either a copy of audited financials or recent tax return.	Immediately following this section is the requested document.
Part ii) At this time Dell is not partnering with a business that is claiming status as a Socially Disadvantaged Business.	
Part iii)	
Name and telephone number of the Offeror's Project (contact) person for the Small Disadvantaged Business	Jessica McSherry  484.868.2812 jessica_mcsherry@dell.com
Business name, address, name and telephone of the primary contact person	PCN Land Title Building 100 South Broad Street, Suite 1205 Philadelphia, PA 19110 (p) 267-236-0015 x141 Frank Potter
Specific Work, Goods or services to be performed	Source for software publishers' products as approved by COPA for purchase under the contract, following successful completion of Appendix E
Estimated dollar value of the commitment	\$800,000
Location where MBE/WBE will perform services	Throughout PA
Timeframe for each Small Disadvantaged Business to provide or deliver the goods or	Goods will be supplied over the course of the COPA software contract
 E will	N/A
receive	USD
Joint venture agreement	N/a
Subcontract letter of intent/teaming agreement	Immediately following this section is the requested document.



## Requested Documentation

Immediately following are the requested documents for each DB being used as part of this response.

### ImageTech





*Len Collett  
Dell Marketing L.P.  
One Dell Way, MS 8707  
Round Rock, Texas 78682  
Telephone 512-724-5749  
Telefax 512-283-9092  
www.dell.com*

March 4, 2010

RJ Oommen, CDIA  
ImageTech Systems, Inc.  
Slate Hill Business Center  
3913 Hartzdale Drive, Suite 1300  
Camp Hill, PA 17011

**Re: Teaming Agreement for: Commonwealth of Pennsylvania RFP for SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT RFP (RFP No. 6100012054)**

Mr. Oommen:

This letter agreement (this "Agreement") is to confirm that Imagetech Systems, Inc. ("Vendor") and Dell Marketing, L.P. ("Dell") hereby enter into a good faith business relationship as a result of the Commonwealth of Pennsylvania RFP for SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT AGREEMENT RFP (RFP No. 6100012054) (the "RFP"). Vendor and Dell are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Vendor agrees to furnish Dell, in a timely manner, such information, technical data and assistance, including, without limitation pricing and product specifications for installation, break/fix and other services as described in the RFP and/or any scope of work provided by Vendor (the "Services"), in order for Dell to prepare and submit a response to the RFP with the best possible chance of resulting in Dell being awarded a contract under the RFP (the "Purpose"). Vendor agrees to respond to questions from Dell or Customer relating to the Services, and if requested, to meet with Dell or the Customer to discuss the Services.

Each of the Parties will bear its own expenses, costs, risks, and liabilities arising out of the RFP and/or responding to the RFP.

Vendor agrees that any agreement between Vendor and Dell to provide goods or services to Dell under this RFP shall be contingent upon (a) an award being made to Dell in connection with the RFP that includes approval by Customer of the Services and of Vendor and (b) completion of negotiations between Dell and the Customer that results in a final contract between Dell and the Customer (the "Customer Contract"). Vendor agrees that if a Customer Contract is executed, Vendor will negotiate with Dell in good faith to put in place any necessary contractual relationships between Vendor and Dell in order to implement Vendor's portion of the Customer Contract, including any applicable scope of work (a "Vendor Contract"), and understands and agrees that such Vendor Contract will include, without limitation, any applicable terms and conditions contained within the RFP (the "Terms," a copy of which may be obtained from the undersigned upon request) relating to the performance and/or sale of goods and services to the Commonwealth, including service level commitments and associated penalties. The Vendor agrees to accept all flowdowns of the Commonwealth's Terms including the following:

**Background Checks**

Vendor must arrange for a background check for each of its employees 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>.

### **Insurance**

Vendor shall procure and maintain at its expense, 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.

### **Debarment**

Vendor is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority

### **Contract Disclosure**

Vendor agrees that the Commonwealth may request, and receive, from Dell a copy of the subcontract agreement between the Dell and the Vendor.

### **Intellectual Property Rights**

Vendor agrees that Developed Works, as defined the RFP, developed as part of the Scope of Work under the Contract, including Developed Works developed by Vendor, are the sole and exclusive property of the Commonwealth. The Commonwealth shall exclusively own all software products first developed under the terms of the Contract by the Vendor, its subcontractors or other third party vendors that are specifically developed for, engineered and integrated into the Developed Works. Vendor shall 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.

### **HIPPA & ARRA**

Vendor shall comply with all HIPPA and ARRA requirements set forth in the RFP and any resulting contract, terms and conditions attached hereto.

### **Additional specific terms**

Vendor agrees to comply with all other terms and conditions as set forth in the RFP such as the Commonwealth's audit and record retention requirements, nondiscrimination and sexual harassment clauses, and other applicable terms.

Vendor agrees to provide performance necessary to allow Dell to meet any delivery requirements of the Customer Contract. Vendor's liability to Dell and Customer shall not be limited if the Customer Contract does not contain such a limitation. If Vendor and Dell have any other agreements in place for provision of goods or services, such agreements shall remain in force and effect except that in the event of any conflict between this Agreement and any other agreement, this Agreement shall prevail to the extent relating to the RFP. Dell shall have no obligation to purchase goods or services from Vendor except to the extent as may be specified in an executed Vendor Contract.

Vendor represents and warrants that it currently has, and shall maintain during the term of this teaming agreement and any resulting agreement for the Services, the necessary permits and licenses and is fully capable of performing all portions of the work that constitute the Services. Vendor agrees to indemnify, defend and hold Dell harmless from any and all damages, costs and expenses, (including, without limitation, reasonable attorneys' fees, and costs of court or settlement) arising out of or in connection with any claim in connection with Vendor's acts or omissions in performance of the Services. Vendor agrees to maintain insurance and bear all risk of loss or damage to any products maintained in Vendor warehouse or under Vendor control and until installed at Customer site.

Vendor agrees that it shall be bound to the pricing and other commitments it makes to Dell in connection with the RFP for the term of this Agreement and any resulting Customer Contract.

No press release, public announcement, advertisement or publicity relating to this teaming arrangement, any proposal made pursuant to this teaming arrangement, or any agreement resulting from the RFP, shall be made or released without Dell's prior written consent and approval. Any disclosure of confidential or proprietary information between Vendor and Dell shall be governed by the Nondisclosure Agreement executed by Vendor and incorporated herein by reference.

This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, other than a team arrangement, and the rights and obligations of the Parties shall be only those expressly set forth herein. The Parties shall be deemed to be independent contractors and the employees of one shall not be deemed to be the employees of the other. No Party shall have authority to bind the other except to the extent authorized herein. This Agreement is in effect only as to the specified RFP. No Party shall have any duty or obligation to the other Parties to commence or join in any protest, administrative proceeding or judicial proceeding for the purpose of contesting a Customer decision to award a contract to any person other Dell.

This Agreement shall remain in effect until the first of the following shall occur: (i) an official announcement by the Customer that the RFP has been canceled or that an award will not be made; (ii) an award of the RFP to a party other than Dell; (iii) removal by the Customer from the RFP of all or substantially all of the portion of the RFP relating to the Services; (iv) the filing by or against Vendor of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee, or the making of an assignment for the benefit of creditors, if Dell notifies Vendor of such termination; (v) mutual agreement of the Parties by execution of a rescission agreement; or (vi) notification from Customer that Vendor has not been approved as a vendor or supplier for products or services relating to the RFP.

Please sign below to acknowledge your agreement to the terms of this letter and to confirm your company's agreement to work under the terms of any Customer Contract. Please fax a signed copy to me at 512-283-9092 and send the signed original to my attention at the above address.

Sincerely,



Dell Marketing L.P.

ACCEPTANCE: 

By: 

Name: *RS / OOMMEN*

Title: *PRINCIPAL / CEO*

Date: *3/9/10*

**COMMONWEALTH OF PENNSYLVANIA  
BUSINESS ASSOCIATE APPENDIX LANGUAGE**

**Health Insurance Portability and Accountability Act (HIPAA) Compliance**

**WHEREAS**, In the event that a Covered Entity (hereinafter the “Covered Entity”) will make available and/or transfer to Vendor (hereinafter the “Vendor”), directly or through Dell, (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 the Covered Entity, 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**, Vendor 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**, Dell and Vendor 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. 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.** Vendor 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 Vendor May Use Or Disclose PHI.** The Parties hereby agree that Vendor shall be permitted to use and/or disclose PHI provided or made available from Covered Entity for the approved purposes.
4. **Additional Purposes For Which Vendor May Use Or Disclose Information.** In addition to the Stated Purposes, Vendor may use or disclose PHI provided or made available from Covered Entity for the following additional purposes(s):
  - a) **Use Of Information For Management, Administration And Legal Responsibilities.** Vendor is permitted to use PHI if necessary for the proper management and administration of Vendor or to carry out legal responsibilities of the Vendor. 45 CFR §164.504(e)(4)(ii).
  - b) **Disclosure Of Information For Management, Administration And Legal Responsibilities.** Vendor is permitted to disclose PHI received from Covered Entity for the proper management and administration of Vendor or to carry out legal responsibilities of Vendor, provided:
    - i) The disclosure is required by law: or
    - ii) The Vendor 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 Vendor 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.** Vendor 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. VENDOR OBLIGATIONS:**

- a) **Limits On Use And Further Disclosure Established By Appendix And Law.** Vendor 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.** Vendor 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.** Vendor hereby agrees that it shall report to both Dell and the Commonwealth **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.** Vendor hereby agrees that anytime PHI is provided or made available to any subcontractors or agents, Vendor 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.** Vendor 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.** Vendor 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.** Vendor 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.** Vendor 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 Vendor 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, Vendor hereby agrees to return or destroy all PHI received from, or created or received by Vendor on behalf of Covered Entity. Vendor agrees not to retain any copies of the PHI after termination of this Appendix. If return or destruction of the PHI is not feasible, Vendor 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 Vendor 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.** Vendor 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). Vendor further agrees to mitigate any harmful effect that is known to Vendor of a use or disclosure of PHI by Vendor in violation of this Appendix.
- k) **Sanction Procedures.** Vendor 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. Vendor 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 Vendor with this Appendix or the HIPAA Privacy Regulations will automatically be considered to be grounds for breach pursuant to the underlying agreement, if Vendor 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.** Vendor authorizes termination of the underlying contract by the Commonwealth if the Commonwealth determines, in its sole discretion, that the Vendor has violated a material term of this Appendix.
- o) **Privacy Practices.** The Program or Department shall provide and Vendor 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 Vendor must implement changes as soon as practicable, but not later than 45 days from the date of notice of the change.

## 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](http://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](http://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. [www.pacareerlink.state.pa.us](http://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. 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

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](http://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 VI 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.

[http://www.portal.state.pa.us/portal/server.pt/community/bureau\\_of\\_minority\\_and\\_women\\_business\\_opportunities/1358](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. 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 (

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



SLATE HILL BUSINESS CENTER  
3913 HARTZDALE DRIVE, SUITE 1300  
CAMP HILL, PA 17011

PHONE: 717.761.5900  
WEB: WWW.IMAGETECHSYS.COM

September 21, 2009

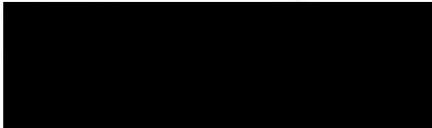
**RE: ImageTech Systems, Inc. PA MBE Certification # 110831Imagetec  
Federal EIN: 25-1733264  
State of PA SAP Vendor #: 154904-000**

To Whom it may concern:

This letter is to certify that as of the current date (September 21, 2009), ImageTech Systems, Inc. **had fewer than 100 employees.**

Please feel free to contact me at (717) 761-5900 x 101 if you have any questions or need any further information. Thank you for your assistance.

Sincerely,



Rana J. Oommen  
Principal/CEO



August 31, 2009

Rana J Oommen  
Imagetech Systems Inc  
3913 Hartzdale Drive  
Suite 1300  
Camp Hill, PA 17011 7845

**CERTIFICATION NO: 110831Imagetec**  
**EXPIRATION DATE: August 31, 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 Minority 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.

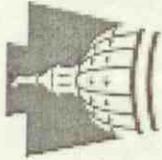
Sincerely,

Kathryn Waters-Perez, Director

Enclosure(s): Certificate

**CERTIFIED CODES**

26121609 Network cable  
43211711 Scanners  
43212105 Laser printers  
43232309 Information retrieval or search software  
43233415 Backup or archival software  
80101507 Information technology consultation services  
81111501 Mainframe software applications design  
81111503 Systems integration design  
81111507 ERP or database applications programming services  
81111508 Application implementation services  
81111705 Systems architecture  
81111801 Computer or network or internet security  
81111802 Mainframe administration services  
81111805 Proprietary or licensed systems maintenance or support  
81111806 Database analysis  
81111807 Data storage  
81111808 Systems 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



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

Be it hereby known

Imagetech Systems 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: 8/31/2009

EXPIRATION DATE: 8/31/2011



Kathryn Waters-Perez, Director  
Bureau of Minority and Women  
Business Opportunities

# Computer Learning Institute





March 11, 2010

Alice Colyar  
Computer Learning Institute  
122 Noble Drive  
Silverdale, PA 18962

**CERTIFICATION NO: 120331Computer**  
**EXPIRATION DATE: March 31, 2012**

The Bureau of Minority and Women Business Opportunities has reviewed your submission for certification. I am pleased to inform you that your company has been approved. This certification 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 certification 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,

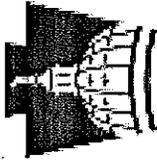
A solid black rectangular box redacting the signature of Kathryn Waters-Perez.

Kathryn Waters-Perez, Director

Enclosure(s): Certificate

**CERTIFIED CODES**

- 43232502 Computer based training software
- 81112103 World wide web WWW site design services
- 81112105 World wide web WWW site operation host services
- 86101601 Computer vocational training services



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

Be it hereby known

Computer Learning Institute

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: 3/11/2010

EXPIRATION DATE: 3/31/2012



Kathryn Waters-Perez, Director  
Bureau of Minority and Women  
Business Opportunities



Dell Marketing, L.P  
MS #8706  
One Dell Way  
Round Rock, Texas 78682  
Telephone 512.728.6094  
Telefax 512.283.9092

March 11, 2010

Alice Colyar  
President & CEO  
Computer Learning Institute Inc.  
122 Noble Drive / Box 522  
Silverdale Pa. 18962

**RE: CLI Letter of Intent for RFP #6100012054**

Dear Alice,

Dell intends to partner with Computer Learning Institute, Inc. for the Commonwealth of Pennsylvania's Software Reselling contract (RFP #6100012054). Computer Learning Institute Inc. will provide Dell with license renewal and the services to manage those renewals for specific Commonwealth-wide projects. These will be projects that the Office of Administration has chosen as a standardized product and are distributed throughout for multiple agencies.

We look forward to working with Computer Learning institute on this engagement and we are also hopeful, that this relationship will expand to be able to offer additional services to the commonwealth of Pennsylvania.

Please acknowledge Dell's intent by signing on the line provided below.

Sincerely,



Len Collett,  
Senior Contract Consultant  
Dell Marketing LP



Alice Colyar, President & CEO  
Computer Learning Institute Inc.

*March 11, 2010*

Date

PCN



## **PCN, Inc. Disadvantaged Business Submittal 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.

**Not Applicable (as the Offeror, Dell, 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.

**Not Applicable (this is not 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;

**Dell to Provide (Commonwealth wants to see a percentage as well)**

- 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.

**PC Network, Inc.**

- c) The services or supplies each Small Disadvantaged Business will provide, including the timeframe for providing the services or supplies.

**PCN will provide software reselling and other software related services such as implementation, configuration, project management, etc. Services will be provided over the life of the contract.**

- d) The location where each Small Disadvantaged Business will perform services.

**PCN will provide services through its main headquarters in Philadelphia, PA as well as its branch office located in Harrisburg, PA.**

- e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.

**PCN will provide services over the life of the contract.**

- 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.

**Dell to provide letter of intent for PCN to sign.**

- g) The name, address and telephone number of the primary contact person for each Small Disadvantaged Business.

**Frank Potter  
Practice Manager  
PCN, Inc.  
Land Title Building  
100 South Broad Street, Suite 1205  
Philadelphia, PA 19110  
Phone: (267) 236-0015 x 141  
Cell: (717) 599-1455**

- 4) The total percentages and each subcontractor commitment will become contractual obligations once the contract is fully executed.

**No response required here.**

- 5) The name and telephone number of the Offeror's project (contact) person for the Small Disadvantaged Business information.

**Dell to provide**

## PCN, Inc. Proof of Disadvantaged Business Qualification

1) A Small Disadvantaged Businesses certified by BMWBO as an MBE/WBE must provide a photocopy of their BMWBO certificate.

**See Attached Copy of PCN's Current BMWBO Certification**

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.

**Not Applicable for PCN (we are a PA DGS BMWBO certified DBE)**

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.

**Not Applicable for PCN (we are a PA DGS certified DBE)**

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.

**See Attached Letter Attesting to 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.

**See Attached First Page of 2008 Tax Return (2009 return not available yet) as proof of annual IT revenues less than \$25M.**



**pennsylvania**  
DEPARTMENT OF GENERAL SERVICES

Be it hereby known

PC Network 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: 10/31/2010

  
Kathryn Waters-Perez, Director  
Bureau of Minority and Women  
Business Opportunities

February 23, 2010

Ms. Marie Hopkins  
Software Account Executive  
Dell Inc.  
One Dell Way  
Round Rock, TX 78682

RE: Letter Attesting to 100 or Fewer Employees

Dear Ms. Hopkins:

Regarding the Disadvantaged Business Enterprise submittal requirements for the Commonwealth of Pennsylvania's RFP #6100012054, this letter attests to the fact that PCN, Inc. employs less than 100 employees.

We look forward to partnering with you on this engagement.

Sincerely,

A solid black rectangular box redacting the signature of Katrin Hillner.

Katrin Hillner  
President & CEO



Technical Expertise. Tangible Results.



Dell Marketing, L.P  
MS #8706  
One Dell Way  
Round Rock, Texas 78682  
Telephone 512.728.6094  
Telefax 512.283.9092

March 11, 2010

Katrin Hillner  
President & CEO  
PCN, Inc.  
Land Title Building  
100 S. Broad Street, Suite 1205  
Philadelphia, PA 19110

**RE: PCN, Inc. Letter of Intent for RFP #6100012054**

Dear Katrin,

Dell intends to partner with PCN, Inc. for the Commonwealth of Pennsylvania's Software Reselling contract (RFP #6100012054). PCN will provide Dell with license renewal and the services to manage those renewals for specific Commonwealth-wide projects. These will be projects that the Office of Administration has chosen as a standardized product and are distributed throughout for multiple agencies.

We look forward to working with PCN Inc., on this engagement and we are also hopeful, that this relationship will expand to be able to offer additional services to the commonwealth of Pennsylvania.

Please acknowledge Dell's intent by signing on the line provided below.

Sincerely,

Len Collett,  
Senior Contract Consultant  
Dell Marketing LP

Katrin Hillner, President & CEO  
PCN, Inc. *Antram*

Date

*3/11/10*

## 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\*\***

**\*\*The Offeror must submit a price for all items listed in the 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	
1	SPE1000P-759	ADDITIONAL VOICE SERVER PORT LICENSE	SYNTELLECT	Shrink Wrap	759	\$900.00	0.00%	\$900.00	\$683,100.00
2	FOCPKG984 984	CALLCOPY CC VOICE CONTINUOUS RECORDING CLIENT LICENSE	SYNTELLECT	Shrink Wrap	984	\$567.00	0.00%	\$567.00	\$557,928.00
3	PXEALLEN3YCWPA	IRONPORT PXE ENCRYPT 3 YEAR	IRONPORT SYSTEMS INC	Shrink Wrap	70,000	\$5.60	0.00%	\$5.60	\$392,000.00
4	2525391	RSA ADAPTIVE AUTHENTICATION SW LICENSE	RSA SECURITY	Shrink Wrap	40,000	\$9.31	0.00%	\$9.31	\$372,400.00
5	2518133	WEBEX ANNUAL LICENSE AND MINUTES	WEBEX COMMUNICATIONS	Shrink Wrap	687	\$513.85	0.00%	\$513.85	\$353,014.95
6	HISCDE-AB-HI	VLA MCAFFEE HIP FOR SERVERS WITH 1 YEAR MAINT	MCAFFEE	License	5,000	\$51.20	0.00%	\$51.20	\$256,000.00
7	MW2D0000031	VLA PRESENTATION SERVER PLATINUM ED X1 CONC USER CONN W/ SUB ADVANTAGE	CITRIX	License	700	\$367.12	0.00%	\$367.12	\$256,984.00
8	62900-000000-PR40	BUZZSAW PROF. 25-USER PACK 500+ USER LEVEL â€ YEAR 2	AUTODESK	Shrink Wrap	22	\$9,910.00	0.00%	\$9,910.00	\$218,020.00
9	WITD-K-GV12-R	GOVT 12MO RNWL INTERNET THREAT DATABASE 50K-100KU ORD INCRMTS 1000 WIN LICENSE	WEBSense INC	Shrink Wrap	80,000	\$2.50	0.00%	\$2.50	\$200,000.00
10	2525129	ACCURINT LE PLUS DFACTS LICENSE 7/1/09-6/30/10	LEXIS-NEXIS	Shrink Wrap	100	\$1,937.75	0.00%	\$1,937.75	\$193,775.00
11	2527465	MOBILECOMP 600 PLUS MAINT 8/1/09-7/31/10	BIO-KEY INTERNATIONAL	Shrink Wrap	1,901	\$90.92	0.00%	\$90.92	\$172,838.92
12	MD-G360-ENTERPRISE-LIC-NX	G360 ENTERPRISE NX LICENSE - MAINTENANCE SYSTEM 7/1/2009 - 6/30/2010	GLOBAL 360	Shrink Wrap	134	\$1,379.40	0.00%	\$1,379.40	\$184,839.60
13	54026356HS	VLA ACROBAT PRO 9 WIN LICENSE	ADOBE SYSTEMS	License	728	\$234.87	0.00%	\$234.87	\$170,985.36
14	2519486	AUDIOCODES LDA2409	SYNTELLECT	Shrink Wrap	43	\$3,432.00	0.00%	\$3,432.00	\$147,576.00
15	MIMOSA-SOLCAL2000	MIMOSA NEARPOINT FOR MS EXCHANGE SOLUTION - 2000 MAILBOXES	MIMOSA SYSTEMS	Shrink Wrap	11,500	\$8.06	0.00%	\$8.06	\$92,690.00
16	MD-G360-ENTERPRISE-LIC-NX	PA SERS PROCESS360 LIC-ENT CONCURRENT MAINT SYSTEM 7/1/08 - 6/30/09	GLOBAL 360	Shrink Wrap	105	\$1,379.40	0.00%	\$1,379.40	\$144,837.00
17	FOCPKG212 212	CALL COPY CC VOICE CONTINUOUS RECORDING 212 LICENSES	SYNTELLECT	Shrink Wrap	212	\$567.00	0.00%	\$567.00	\$120,204.00
18	SPE3000IS1-E-I- 542	INTERACTION TYPE SEAT UPGRADE LICENSE	SYNTELLECT	Shrink Wrap	542	\$200.00	0.00%	\$200.00	\$108,400.00
19	DT4AS-PRE-B	DOUBLE-TAKE FOR WIN ENT EDITION INCLUDING FIRST YEAR MAINT	DOUBLE-TAKE SOFTWARE	Shrink Wrap	28	\$3,846.50	-2.00%	\$3,769.57	\$105,547.96
20	2535984	CASELOGISTIX DESKTOP ENT WIN LICENSE	ANACOMP	Shrink Wrap	50	\$2,139.00	-2.00%	\$2,096.22	\$104,811.00
21	2525394	RSA ADAPTIVE AUTHENTICATION MAINTENANCE	RSA SECURITY	Shrink Wrap	40,000	\$2.33	0.00%	\$2.33	\$93,200.00
22	54020857HS	VLA ACROBAT PRO 8 WIN LICENSE	ADOBE SYSTEMS	License	492	\$234.87	0.00%	\$234.87	\$115,556.04
23	GMRERWIN49900GJ	VLA ALLFUSION ERWIN DATA MODELER-3YR ENT MAINT RENEWAL	CA	Maintenance	53	\$1,747.35	0.00%	\$1,747.35	\$92,609.55
24	65021256PU	VLA ADOBE DESIGN PREMIUM 4 MAC CONCURRENT LICENSE	ADOBE SYSTEMS	License	200	\$353.20	0.00%	\$353.20	\$70,640.00
25	2539779	SKILLCHOICE COMPLETE SKILLSOFT HOSTED 9/21/09-9/20/12	SKILLSOFT	Shrink Wrap	450	\$168.70	0.00%	\$168.70	\$75,915.00
26	WM-PCON	PRO SERVICES WEBMETHODS PRINCIPAL CONSULTANT PER HOUR	WEBMETHODS	All Other Products	400	\$185.66	0.00%	\$185.66	\$74,264.00
27	2541805	SKYVIEW MOBILE TRACKING LICENSE	ADVANCED PUBLIC SAFETY	Shrink Wrap	160	\$449.00	0.00%	\$449.00	\$71,840.00
28	OBSWFM 356	WORKFORCE MANAGEMENT SOFTWARE LICENSE	SYNTELLECT	Shrink Wrap	356	\$200.00	0.00%	\$200.00	\$71,200.00
29	MW2Z0000033	VLA PRESENTATION SERVER 4.5 PLATINUM EDTION 1CCU W/ SUBSCRIPTION ADVANTAGE	CITRIX	License	175	\$405.83	0.00%	\$405.83	\$71,020.25
30	WM-TC	SERVICES WEBMETHODS TRAINING CREDITS PER CREDIT	WEBMETHODS	All Other Products	724	\$97.25	0.00%	\$97.25	\$70,409.00
31	HW-0001	HP PART T6772AA HP LOADRUNNER 6-PROTOCOL GROUP MAINT	HEWLETT PACKARD	Shrink Wrap	3,250	\$21.27	0.00%	\$21.27	\$69,127.50
32	NCCRUL990	VLA COM OF PA CA CLARITY CREATOR USER LIC 5.2009 THRU 5.2012 YR 1 MAINT RENEWAL	CA	Maintenance	43	\$1,564.97	0.00%	\$1,564.97	\$67,293.71
33	DT4AS-PRE-M	ADDITIONAL YEARS MAINT DOUBLE- TAKE FOR WIN ENT EDITION 4YR MAINT & SUPP	DOUBLE-TAKE SOFTWARE	Shrink Wrap	84	\$769.30	-2.00%	\$753.91	\$63,328.78
34	2526671	ONBASE WORKSTATION CLIENT ANNUAL MAINT	HYLAND SOFTWARE	Shrink Wrap	405	\$151.20	0.00%	\$151.20	\$61,236.00
35	MW2Z0000033	VLA PRESENTATION SERVER 4.5 PLATINUM EDTION 1CCU W/ SUBSCRIPTION ADVANTAGE	CITRIX	License	150	\$405.83	0.00%	\$405.83	\$60,874.50
36	2527615	KINSEY IMPLEMENTATION CONSULTING PER/HOUR	KINSEY & KINSEY INC	All Other Products	343	\$175.00	-2.00%	\$171.50	\$58,824.50
37	T6224AAE	LOADRUNNER/PC DIAGNOSTICS SAP 1-50 CPU SW E-LTU LICENSE	HEWLETT PACKARD	Shrink Wrap	16	\$10,000.00	0.00%	\$10,000.00	\$160,000.00
38	HA106A1-4PE	HP 1 YEAR SOFTWARE SUPPORT ANUL SOFTWARE SUBS FOR BAND 4PE 6/1/08-5/31/09	HEWLETT PACKARD	Shrink Wrap	25	\$2,167.79	0.00%	\$2,167.79	\$54,194.75
39	2523599	MPKI FOR STD SSL	VERISIGN	Shrink Wrap	327	\$176.00	0.00%	\$176.00	\$57,552.00
40	2525393	RSA RISK ENGINE DATA FEED	RSA SECURITY	Shrink Wrap	40,000	\$1.40	0.00%	\$1.40	\$56,000.00
41	2515233	QUICKADDRESS PRO WEB 5.60 RENEWAL 6/1/09-5/31/10	QAS LTD	Shrink Wrap	750	\$75.94	0.00%	\$75.94	\$56,955.00
42	T6492AASD	SW 9X5 HP QC ENT W/BPT SITE CC USR SW LTU MAINT	HEWLETT PACKARD	Shrink Wrap	95	\$585.89	0.00%	\$585.89	\$55,659.55
43	A.WIN.2K.IA.NET	WINDOWS 2000 INTERFACE AGENT - .NET LICENSE	SIGHTLINE SYSTEMS CORP	Shrink Wrap	21	\$2,643.00	0.00%	\$2,643.00	\$55,503.00
44	KOFAX DESIGN & IMPLEMENTATION	KOFAX TECHNICAL SERVICES - DESIGN IMPLEMENTATION TESTING TRAINING	IMAGETECH SYSTEMS	Shrink Wrap	39	\$1,320.00	0.00%	\$1,320.00	\$51,480.00
45	T6519AAE	ANNUAL SOFTWARE SUBSCRIPTION FOR FUNCL TESTING SITE CCUSER 6/1/09-6/30/10	HEWLETT PACKARD	Shrink Wrap	25	\$2,124.44	0.00%	\$2,124.44	\$53,111.00
46	ETRSWS990001600GG	VLA CA SITEMINDER FOR IBM WEBSPPHERE R6.0 1 YR ENT MAINT RENEWAL	CA	Maintenance	54	\$992.55	0.00%	\$992.55	\$53,597.70
47	SDK001	LSHR SDK REPORT USE LICENSE	MULTI-HEALTH SYSTEMS	Shrink Wrap	29,624	\$1.70	0.00%	\$1.70	\$50,360.80
48	SVC.IMPLEMENTATION.001	FIVE BLOCKS OF IMPLEMENTATION SUPPORT 4 DAYS EACH	SIGHTLINE SYSTEMS CORP	All Other Products	20	\$2,500.00	0.00%	\$2,500.00	\$50,000.00
49	SVC.IMPLEMENTATION.001	SIGHTLINE IMPLEMENTATION SERVICES	SIGHTLINE SYSTEMS CORP	All Other Products	20	\$2,500.00	0.00%	\$2,500.00	\$50,000.00
50	T5604AAE	BUSINESS AVAILABILITY CENTER-END USER MGMT W/ BPM 1-50 TRANS SW E-LTU	HEWLETT PACKARD	Shrink Wrap	25	\$2,300.00	0.00%	\$2,300.00	\$57,500.00
51	VS4ENTPLPS-CAB	VLA VMWARE VS4 ENT PLUS 1YR SNS	VMWARE	Maintenance	60	\$811.60	0.00%	\$811.60	\$48,696.00
52	CT1PC1	HYLAND ONBASE SOFTWARE CONCURRENT CLIENT LICENSE	ONBASE	Shrink Wrap	50	\$960.00	0.00%	\$960.00	\$48,000.00
53	SVC-10-CR90	VLA VMWARE CONSULTING & TRAINING CREDITS PSO CREDIT	VMWARE	License	559	\$83.57	0.00%	\$83.57	\$46,715.63
54	NCPARL990	VLA COM OF PA CA CLARITY USER SQL 5.2009 THRU 5.2012 YEAR 1 MAINT RENEWAL	CA	Maintenance	149	\$316.44	0.00%	\$316.44	\$47,149.56
55	SPE3000IS1-E-I-230Z	INTERACTION TYPE SEAT LICENSES E FOR ITPES	SYNTELLECT	Shrink Wrap	230	\$200.00	0.00%	\$200.00	\$46,000.00
56	54026691HS	VLA ACROBAT PRO 9 WIN UPG LICENSE FROM PRO TO PRO	ADOBE SYSTEMS	License	451	\$83.08	0.00%	\$83.08	\$37,469.08
57	VRSN-MGRNAMED-M	MAINT FOR PVCS VERSION MANAGER FOR WIN UNIX OR LINUX 2/1/2009 TO 1/31/2010	SERENA SOFTWARE	Shrink Wrap	319	\$143.88	0.00%	\$143.88	\$45,897.72

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
58	2550341	HANCOCK ADDITIONAL TRAINING FOR ARRA ONLINE TRAINING	HANCOCK SOFTWARE	Shrink Wrap	60	\$750.00	-2.00%	\$735.00	\$44,100.00
59	NCPAUL99081G4	VLA CA CLARITY PARTICIPANT LICENSE R8.1 - PRODUCT PLUS 1 YEAR ENTERPRISE MAINT	CA	Maintenance	186	\$374.99	0.00%	\$374.99	\$69,748.14
60	MW2E0000031	VLA PRESENTATION SERVER 4.5 PLATINUM EDTION 1CCU W/ SUBSCRIPTION ADVANTAGE	CITRIX	License	150	\$405.83	0.00%	\$405.83	\$60,874.50
61	DEDYFM-AA-JI	VLA MCAFEE ENDPOINT ENCRYPTION DEVS 1 YR MAINT	MCAFEE	Maintenance	12,000	\$3.48	0.00%	\$3.48	\$41,760.00
62	M30215	EXTENDED SUPPORT AND UPGRADE 7/1/09-6/30/10	QUICKWARE	Shrink Wrap	4,000	\$10.22	0.00%	\$10.22	\$40,880.00
63	VS4-ENT-P-SSS-C	VLA VMWARE SNS FOR VSPHERE ENT FOR 1 CPU	VMWARE	Maintenance	24	\$1,687.64	0.00%	\$1,687.64	\$40,503.36
64	VS4ENTPL-A	VLA VMWARE VS4 ENT PLUS LIC	VMWARE	License	24	\$667.66	0.00%	\$667.66	\$16,023.84
65	SJBX690AA-A	GEOMEDIA PRO CC MAINT 3/1/09-2/28/10	INTERGRAPH CORPORATION	Shrink Wrap	23	\$1,865.22	0.00%	\$1,865.22	\$42,900.06
66	9911-1602	ADEPT 7 DESKTOP MYSQL VERSION ADDITIONAL LICENSES	SYNERGIS TECHNOLOGIES	Shrink Wrap	29	\$1,379.75	0.00%	\$1,379.75	\$40,012.75
67	9923-13207	TOAD-ORACLE DEVELOPMENT SUITE-1SEAT-FOR ORACLE WIN LICENSE W/1 YR MAINT	QUEST	Shrink Wrap	20	\$2,156.00	0.00%	\$2,156.00	\$43,120.00
68	2506074	MPKI FOR PREMIUM SSL WIN LICENSE	VERISIGN	Shrink Wrap	60	\$661.00	0.00%	\$661.00	\$39,660.00
69	22.10.01/ 2371848	EndPoint Encryption SAFEBOOT DE/CE SOFTWARE BUNDLE W/ 1YR SUPP/MAINT	MCAFEE/SAFEBOOT	Shrink Wrap	1,316	\$30.00	0.00%	\$30.00	\$39,480.00
70	MNE-ENTTCAL2000-N/A	MIMOSA NEARPOINT ENT TOTAL SOLUTION LICENSE	MIMOSA SYSTEMS	Shrink Wrap	2,000	\$19.55	0.00%	\$19.55	\$39,100.00
71	2527452	INFOSERVER 201PLUS USER MAINT 8/1/09-7/31/10	BIO-KEY INTERNATIONAL	Shrink Wrap	1,097	\$35.63	0.00%	\$35.63	\$39,086.11
72	DT4AS-PRE-B	DOUBLE-TAKE FOR WIN ENT EDITION INCLUDING FIRST YEAR MAINT	DOUBLE-TAKE SOFTWARE	Shrink Wrap	14	\$3,846.50	0.00%	\$3,846.50	\$53,851.00
73	2524941	SANSWRITE PRO EDITION SOFTWARE LICENSE	MAP SOFTWARE	Shrink Wrap	70	\$549.00	0.00%	\$549.00	\$38,430.00
74	658.01	VLA ALTIRIS SYMANTEC WORKSPACE STREAMING BASIC	ALTIRIS INC.	Maintenance	1,289	\$5.68	0.00%	\$5.68	\$7,321.52
75	GMRERWIN49900GG	VLA ALLFUSION ERWIN DATA MODELER 1 YEAR ENT MAINT RENEWAL	CA	Maintenance	58	\$655.25	0.00%	\$655.25	\$38,004.50
76	GOV-00015-033	BLACKBERRY TX2 1000-4999 USER MNT/SUP *GOVT ONLY*	RESEARCH IN MOTION	Shrink Wrap	2,500	\$14.53	0.00%	\$14.53	\$36,325.00
77	VS4-2VM-ENT-PL-UG-C	VLA VMWARE UPG: VSPHERE STD W/ VMOT ION VMOTION TO BS4 ENT PLUS 1CPU VPPB	VMWARE	License	28	\$1,327.90	0.00%	\$1,327.90	\$37,181.20
78	IDM-001	SQL DIAGNOSTIC MANAGER LICENSE	IDERA	Shrink Wrap	25	\$1,412.60	0.00%	\$1,412.60	\$35,315.00
79	GMRERWIN49900GG	VLA ALLFUSION ERWIN DATA MODELER 1 YEAR ENT MAINT RENEWAL	CA	Maintenance	54	\$655.25	0.00%	\$655.25	\$35,383.50
80	CMRA0007	VLA CLIENT/SERVER/MESSAGING SUITE WINNT/WIN2000/WIN95/98/ME MAINT	TREND MICRO	Maintenance	9,814	\$5.18	0.00%	\$5.18	\$50,836.52
81	IF-FB1	IUP INSTALLFREE BRIDGE 2000 USER LICENSE	INSTALLFREE	Shrink Wrap	2,000	\$17.00	0.00%	\$17.00	\$34,000.00
								<b>Total Cost of Market Basket</b>	<b>\$8,169,029.41</b>

Percentage Mark-Up for All Purchases outside the COPA Market Basket	
Purchasing Category	Percentage Mark-Up on Reseller's Cost
1. New Licenses	0.50%
2. License Renewal, Maintenance and Support	0.50%
3. Services	2.00%

\*\*For the Purchasing Categories listed above, the Offeror must complete the "Percentage Mark-Up on Reseller's Cost" column. These percentage mark-ups will apply to all purchases other than items listed in the COPA Market Basket. The percentage mark-ups will be considered a "Not to Exceed" mark-ups, therefore over the initial term of the contract the Offeror may charge less than this percentage mark-ups if they choose to do so.\*\*

**REQUEST FOR PROPOSALS FOR**

**SOFTWARE RESELLING INCLUDING MANAGEMENT OF MICROSOFT SELECT  
AGREEMENT**

**ISSUING OFFICE**

**Commonwealth of Pennsylvania  
Department of General Services  
555 Walnut Street, 6<sup>th</sup> 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 <a href="mailto:RA-itpurchases@state.pa.us">RA-itpurchases@state.pa.us</a>	Potential Offeror(s)	2/3/2010
Optional Pre-proposal Conference—Location: Department of General Services, 555 Walnut St, 6 <sup>th</sup> 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 ( <a href="http://www.dgsweb.state.pa.us/comod/main.asp">http://www.dgsweb.state.pa.us/comod/main.asp</a> ) 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 <sup>th</sup> 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 Teproovich, Forum Place 6<sup>th</sup> Fl, 555 Walnut St. Harrisburg, PA, 17101, [RA-itpurchases@state.pa.us](mailto: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](mailto:gs-bmwbo@state.pa.us)  
Website: [www.dgs.state.pa.us](http://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  
4<sup>th</sup> Floor, Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120-0225  
Phone: (717) 720-7409  
Fax: (717) 787-4088  
Email: [akartorie@state.pa.us](mailto: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:

<b>Contractor Classification</b>	<b>Required Administrative Fee</b>
<b>Qualified Small Business Bidder</b> , 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](http://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, 6<sup>th</sup> 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](http://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](http://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, 6<sup>th</sup> Floor  
Harrisburg, PA 17101

**Telephone: 1-866-768-7827**  
**E-mail [GS-PACostars@state.pa.us](mailto: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:

<b>Priority Rank 1</b>	Proposals submitted by Small Disadvantaged Businesses.
<b>Priority Rank 2</b>	Proposals submitted from a joint venture with a Small Disadvantaged Business as a joint venture partner.
<b>Priority Rank 3</b>	Proposals submitted with subcontracting commitments to Small Disadvantaged Businesses.
<b>Priority Rank 4</b>	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:**

<b>Offeror Information:</b>	
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	

<b>Submittals Enclosed and Separately Sealed:</b>	
<input type="checkbox"/>	Technical Submittal
<input type="checkbox"/>	Disadvantaged Business Submittal
<input type="checkbox"/>	Cost Submittal

<b><i>Signature</i></b>	
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 10<sup>th</sup> business day for interim milestones or 30<sup>th</sup> 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 (%)
<b>Printing and Writing Papers</b>		
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](http://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](http://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](http://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](http://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](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:

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[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:

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*[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.]

## APPENDIX E

### SOFTWARE LICENSE REQUIREMENTS

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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](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

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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)

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(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](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.

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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:

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%
<b>Grand Total</b>	<b>562</b>	<b>\$64,091,329.14</b>	

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%
<b>Total</b>	<b>3241</b>	<b>\$48,907,133.91</b>	<b>76.31%</b>

## 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 LTU 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 ALTRIS SYMANTEC WORKSPACE STREAMING BASIC	ALTRIS 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
E07SDL	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
B500KML	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
B500ML	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
B500MML	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
B500NML	IBM COGNOS QUERY VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500PML	IBM COGNOS IMPROMPTU USER VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500QML	IBM COGNOS IMPROMPTU ADMINISTRATOR VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500RML	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
B500SML	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
B500TML	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
B500UML	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
B500VML	IBM COGNOS NOW! VERSION 4.6 FOR WINDOWS XP PROFESSIONAL MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B500WML	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
B500XML	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
B500YML	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
B500ZML	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
B5010ML	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
B5011ML	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
B5012ML	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
B5013ML	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
B5016ML	IBM COGNOS NOTICECAST VERSION 7.4.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5017ML	IBM COGNOS 8 METRICS VERSION 8.3 FOR MULTIPLATFORMS MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Cognos	Software ValueNet			\$0.00
B5018ML	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
B5019ML	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
B501AML	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
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 ANALYSIS 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 ANALYSIS 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
D049ALL	IBM FILENET CAPTURE ADR-POSTAL VALIDATION PPM RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet			\$0.00
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

D049NLL	IBM FILENET CAPTURE ADR-FIXED & FREE FORM PPM RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Appendix H - Cost Matrix Lot 3 - 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
D04A1LL	IBM FILENET CAPTURE ADVANCED DOCUMENT RECOGNITION-VERIFICATION AUTHORIZED USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04A2LL	IBM FILENET COMPLIANCE FRAMEWORK AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
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
D04ACLL	IBM FILENET CAPTURE-DOCUMENT PROCESSING CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04ADLL	IBM FILENET CAPTURE-DOCUMENT PROCESSING CLIENT DEVICE SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04AKLL	IBM FILENET CONTENT MANAGER EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04ALLL	IBM FILENET CONTENT MANAGER EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04AVLL	IBM FILENET CONTENT MANAGER AUTHORIZED USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
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
D04CBL	IBM FILENET IMAGE SERVICES WEB SERVICES/IDM TOOLKIT CLIENT DEVICE LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04CCL	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
D04CGL	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
D04CIL	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
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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
D04EVL	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
D04KLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON AUTHORIZED USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04LLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON EMPLOYEE USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04MLL	IBM INFOSPHERE ENTERPRISE RECORDS ADD-ON EMPLOYEE USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04NLL	IBM INFOSPHERE ENTERPRISE RECORDS EXTERNAL USER VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04PLL	IBM INFOSPHERE ENTERPRISE RECORDS EXTERNAL USER VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04QLL	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
D04RLL	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
D04SLL	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
D04TLL	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
D04UJLL	IBM FILENET P8 CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04VLL	IBM FILENET P8 CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04WLL	IBM FILENET IMAGE SERVICES CONNECTOR TO CENTERA STORAGE & RETRIEVAL RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM FileNet	Software ValueNet				\$0.00
D04XLL	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 SUN 5X20 CAS RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 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
D04JCLL	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
D09WOLL	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
E04XQLL	IBM FILENET CAPTURE MULTI-FUNCTION DEVICE GATEWAY SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XSLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL IDL NON-PROD SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XTLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL IDL SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XULL	IBM FILENET CMIM ACCOUNTS PAYABLE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XVLL	IBM FILENET CMIM ACCOUNTS PAYABLE AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XWLL	IBM FILENET CMIM ACCOUNTS PAYABLE CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XXLL	IBM FILENET APPLICATION CONNECTOR FOR SIEBEL SERVER CONCURRENT USER (UP TO 1:10) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04XYLL	IBM FILENET BUSINESS PROCESS MANAGER EXT USER USER VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM FileNet	Software ValueNet				\$0.00
E04Y9LL	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
E04YCLL	IBM FILENET BUSINESS PROCESS MANAGER EMPLOYEE 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
E04YMML	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
E04ZNLL	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







DO495L	IBM INFOSPHERE CHANGE DATA CAPTURE FOR ORACLE REPLICATION PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO496L	IBM INFOSPHERE CHANGED DATA CAPTURE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO497L	IBM INFOSPHERE CHANGED DATA CAPTURE PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO498L	IBM INFOSPHERE CHANGED DATA CAPTURE FOR NON PRODUCTION PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO499L	IBM INFOSPHERE CHANGED DATA CAPTURE FOR NON PRODUCTION PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49JL	IBM GLOBAL NAME MANAGEMENT RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49KL	IBM GLOBAL NAME MANAGEMENT RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49LL	IBM GLOBAL NAME MANAGEMENT RESOURCE VALUE UNIT FROM IBM GLOBAL NAME SCORING RESOURCE VALUE UNIT TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49ML	IBM GLOBAL NAME MANAGEMENT RESOURCE VALUE UNIT FROM IBM GLOBAL NAME ANALYTICS RESOURCE VALUE UNIT TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49NL	IBM GLOBAL NAME MANAGEMENT FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49OL	IBM GLOBAL NAME MANAGEMENT FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49PL	IBM GLOBAL NAME MANAGEMENT FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT FROM IBM GLOBAL NAME SCORING FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49QL	IBM GLOBAL NAME MANAGEMENT FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT FROM IBM GLOBAL NAME ANALYTICS FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49RL	IBM GLOBAL NAME SCORING RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49SL	IBM GLOBAL NAME SCORING RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49TL	IBM GLOBAL NAME SCORING FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49UL	IBM GLOBAL NAME SCORING FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49VL	IBM GLOBAL NAME ANALYTICS RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49WL	IBM GLOBAL NAME ANALYTICS RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49XL	IBM GLOBAL NAME ANALYTICS FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49YL	IBM GLOBAL NAME ANALYTICS FOR LINUX ON SYSTEM Z RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49ZL	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT RESOURCE VALUE UNIT LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49AL	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT RESOURCE VALUE UNIT SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49BL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE FOR NON-PRODUCTION ENVIRONMENTS LINUX FOR SYSTEM Z PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49CL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE FOR NON-PRODUCTION ENVIRONMENTS LINUX FOR SYSTEM Z PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49DL	IBM INFOSPHERE FASTTRACK LINUX FOR SYSTEM Z 10 AUTHORIZED USERS LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49EL	IBM INFOSPHERE FASTTRACK LINUX FOR SYSTEM Z 10 AUTHORIZED USERS SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49FL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE LINUX FOR SYSTEM Z PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49GL	IBM INFOSPHERE BUSINESS GLOSSARY ANYWHERE LINUX FOR SYSTEM Z PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49HL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR CENTRAL AMERICA LINUX FOR SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49IL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR FRANCE LINUX FOR SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49JL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR SOUTH AMERICA LINUX FOR SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49KL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR GERMANY LINUX FOR SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49LL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR ITALY LINUX FOR SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49ML	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WESTERN EUROPE LINUX FOR SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49NL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE NETHERLANDS LINUX FOR SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49OL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR OCEANIA LINUX ON SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49PL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE UNITED KINGDOM LINUX ON SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49QL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN EUROPE LINUX ON SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet		\$0.00
DO49RL	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR AFRICA LINUX ON SYSTEM Z SERVER INTIAL FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	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 HOOOD 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 RELATIONSHIP RESOLUTION DSR VU VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO1T46	IBM ANONYMOUS RESOLUTION DSR VU VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO1R43	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 DUAL 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 SAP R/3 SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V49	IBM INFOSPHERE INFORMATION SERVER PACK FOR PEOPLESOFT ENTERPRISE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V50	IBM INFOSPHERE DATASTAGE SERVER ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V51	IBM INFOSPHERE INFORMATION SERVER PACK FOR SAP BW SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V52	IBM INFOSPHERE DATASTAGE PACK FOR SAS SERVER ANNUAL SW MAINTENANCE RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V53	IBM INFOSPHERE INFORMATION SERVER PACK FOR SAP BW SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V54	IBM INFOSPHERE DATASTAGE ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V55	IBM INFOSPHERE DATASTAGE 4 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V56	IBM INFOSPHERE INFORMATION ANALYZER 2 BASE PROCESSORS ANNUAL SW MAINTENANCE RENEWAL	IBM InfoSphere	Software ValueNet		\$0.00
EO2V57	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

ED02NKL	IBM INFOSPHERE DATASTAGE PACK FOR SAS FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW MAINTENANCE RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02NL	IBM INFOSPHERE INFORMATION SERVICES DIRECTOR FOR NON-PRODUCTION ENVIRONMENTS ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02PL	IBM INFOSPHERE INFORMATION SERVICES DIRECTOR FOR NON-PRODUCTION ENVIRONMENTS 2 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02QL	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02RL	IBM INFOSPHERE METADATA SERVER BASE PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02SL	IBM INFOSPHERE BUSINESS GLOSSARY FOR NON-PRODUCTION ENVIRONMENTS BASE PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02TL	IBM INFOSPHERE BUSINESS GLOSSARY FOR NON-PRODUCTION ENVIRONMENTS ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02VL	IBM WEBSPPHERE TRANSFORMATION EXTENDER FOR DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02Y4	IBM INFOSPHERE DATASTAGE SERVER FOR NON-PRODUCTION ENVIRONMENTS ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02Y1	IBM INFOSPHERE DATASTAGE SERVER FOR NON-PRODUCTION ENVIRONMENTS 2 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02Z1	IBM INFOSPHERE QUALITYSTAGE FOR NON-PRODUCTION ENVIRONMENTS ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED02Z4	IBM INFOSPHERE QUALITYSTAGE FOR NON-PRODUCTION ENVIRONMENTS 4 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03L1	IBM INFOSPHERE DATASTAGE FOR NON-PRODUCTION ENVIRONMENTS 2 BASE PROCESSORS ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03L4	IBM INFOSPHERE INFORMATION SERVER PACK FOR SEEL FOR NON-PROD ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03R1	IBM INFOSPHERE INFORMATION SERVER PACK FOR SAP SW FOR NON-PROD ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03R4	IBM INFOSPHERE INFORMATION SERVER PACK FOR SAP SW FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03S1	IBM WEBSPPHERE METADATA SERVER FOR NON-PRODUCTION ENVIRONMENTS ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03S4	IBM WEBSPPHERE METADATA SERVER ADDITIONAL PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03T1	IBM INFOSPHERE METADATA SERVER FOR NON-PRODUCTION ENVIRONMENTS BASE PROCESSOR ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03T4	IBM INFOSPHERE INFORMATION SERVER PACK FOR PEOPLESOFT ENTERPRISE FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03U1	IBM INFOSPHERE INFORMATION SERVER PACK FOR JD EDWARDS ENTERPRISEONE FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03U4	IBM INFOSPHERE INFORMATION SERVER PACK FOR ORACLE APPLICATIONS FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03V1	IBM INFOSPHERE DATASTAGE SVS EDITION SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03V4	INFOSPHERE QUALITYSTAGE MODULE FOR U.S. ADDRESS CERTIFICATE SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03W1	IBM WEBSPPHERE QUALITYSTAGE FOR DPID SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03W4	IBM INFORMATION SERVER QUALITYSTAGE MODULE FOR SERP SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03X1	IBM WEBSPPHERE QUALITYSTAGE FOR GEOLOCATOR 4 BASE PROCESSORS SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03X4	IBM WEBSPPHERE QUALITYSTAGE FOR GEOLOCATOR ADDITIONAL PROCESSOR SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03Y1	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WESTERN EUROPE SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03Y4	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR SOUTH AMERICA SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03Z1	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR CENTRAL AMERICA SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03Z4	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR ITALY SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZL	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR GERMANY SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZM	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR FRANCE SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZS	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN ASIA SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZT	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE MIDDLE EAST SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZU	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WEST ASIA SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZV	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE NETHERLANDS SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZW	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR THE UNITED KINGDOM SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03Z8	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR EASTERN EUROPE SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03Z9	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION INTERFACE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZB	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WORLD SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$0.00
ED03ZC	IBM WEBSPPHERE QUALITYSTAGE ADDRESS VERIFICATION FOR NORTH AMERICA SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software Value/Net			\$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
EQ09L5	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR GERMANY SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L6	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
EQ09L7	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
EQ09L8	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
EQ09L9	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
EQ09L0	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
EQ09L1	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
EQ09L2	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
EQ09L3	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
EQ09L4	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
EQ09L5	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
EQ09L6	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
EQ09L7	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
EQ09L8	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
EQ09L9	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
EQ09L0	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
EQ09L1	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION INTERFACE LINUX FOR SYSTEM Z SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L2	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WORLD LINUX FOR SYSTEM Z SERVER SUBSEQUENT FIXED TERM LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L3	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
EQ09L4	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
EQ09L5	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT DESIGNER CLIENT CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L6	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
EQ09L7	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
EQ09L8	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L9	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
EQ09L0	IBM INFOSPHERE DATASTAGE BALANCED OPTIMIZATION FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L1	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
EQ09L2	IBM INFOSPHERE DATASTAGE BALANCED OPTIMIZATION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L3	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
EQ09L4	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
EQ09L5	IBM INFOSPHERE CHANGE DATA CAPTURE FOR INFORMATION SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L6	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
EQ09L7	IBM INFOSPHERE GLOBAL NAME SCORING FOR INFORMATION SERVER RESOURCE VALUE UNIT ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueNet						\$0.00
EQ09L8	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
EQ09L9	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
EQ09L0	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
E02Q1L	IBM TRANSFORMATION EXTENDER FOR DATASETS FOR NON-PRODUCTION ENVIRONMENTS SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit			\$0.00
E02L1L	IBM WEBSPHERE TRANSFORMATION EXTENDER FOR DATASTAGE SERVER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit			\$0.00
E02L2L	IBM INFOSPHERE QUALITYTAG MODULE FOR U.S. ADDRESS CERTIFICATION SERVER SUBSEQUENT FIXED TERM LICENSE - SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM InfoSphere	Software ValueUnit			\$0.00
E02R1L	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
E02R1L	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
E02R1L	IBM INFOSPHERE CHANGE DATA DELIVERY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit			\$0.00
E02R1L	IBM INFOSPHERE CHANGE DATA DELIVERY (LINUX ON SYSTEM Z) PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit			\$0.00
E02R1L	IBM INFOSPHERE CHANGE DATA DELIVERY FOR NON-PRODUCTION ENVIRONMENTS PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit			\$0.00
E02R1L	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
E02V1L	IBM ENTITY ANALYTIC SOLUTIONS NAME MANAGER VUJ VALUE UNIT FOR LINUX ON SYSTEM Z ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM InfoSphere	Software ValueUnit			\$0.00
E02S1L	IBM DEGREES 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
E02L1L	INFOCIP MH FOR MDMS NP PER PVU ANNUAL SW SUBSCRIPTION	IBM InfoSphere	Software ValueUnit			\$0.00
E02L1L	INFOCIP MH FOR MDMS NP PER PVU LX Z ANNUAL SW SUBSCRIPTION	IBM InfoSphere	Software ValueUnit			\$0.00
E02L1L	INFOCIP MH FOR MDMS PER PVU ANNUAL SW SUBSCRIPTION	IBM InfoSphere	Software ValueUnit			\$0.00
E02L1L	INFOCIP MH FOR MDMS PER PVU LX Z ANNUAL SW SUBSCRIPTION	IBM InfoSphere	Software ValueUnit			\$0.00
E02P1L	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
B030AEN	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
B030FEN	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
B030G1EN	IBM WEBSPHERE EPIDIGREE FEATURE FOR WEBSPHERE REFID INFORMATION 1.1.0 DVD ENGLISH MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030K1EN	IBM GLOBAL NAME MANAGEMENT FOR MULTIPLATFORMS VERSION 3.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030T1EN	IBM GLOBAL NAME ANALYTICS FOR MULTIPLATFORMS VERSION 3.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030T2EN	IBM GLOBAL NAME SCORING FOR MULTIPLATFORMS VERSION 3.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030T3EN	IBM GLOBAL NAME REFERENCE ENCYCLOPEDIA FOR WINDOWS NET SERVER 6.00 ENGLISH 3.1 ENGLISH CD ROM MEDIA 1 PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030T4EN	IBM INFOSPHERE TRACEABILITY SERVER MULTIPLATFORMS VERSION 2.0 ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030X1EN	IBM INFOSPHERE TRACEABILITY SERVER FOR MULTIPLATFORMS VERSION 2.5.0 ENGLISH MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y1EN	IBM WEBSPHERE DATASTAGE PACK FOR ORACLE APPLICATIONS FOR MULTIPLATFORMS VERSION 2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y2EN	IBM INFORMATION SERVER PACK FOR PROFSIGHT FOR MULTIPLATFORMS VERSION 3.0.2 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y3EN	IBM INFORMATION SERVER PACK FOR EDWARDS ENTERPRISEONE FOR MULTIPLATFORMS VERSION 14.2 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y4EN	IBM WEBSPHERE DATASTAGE PACK FOR SAP BW FOR MULTIPLATFORMS VERSION 4.2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y5EN	IBM WEBSPHERE DATASTAGE PACK FOR SAP BW FOR MULTIPLATFORMS VERSION 5.2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y6EN	IBM WEBSPHERE DATASTAGE PACK FOR HEBEL FOR MULTIPLATFORMS VERSION 1.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y7EN	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
B030Y8EN	IBM WEBSPHERE DATASTAGE PACK FOR ORACLE APPLICATIONS FOR MULTIPLATFORMS VERSION 2.2.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y9EN	IBM WEBSPHERE DATASTAGE PACK FOR SAP BW FOR MULTIPLATFORMS VERSION 4.3.1 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueUnit			\$0.00
B030Y10EN	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 HERSH 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) VERSION 3.2 ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW01EN	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) VERSION 1.0 ENGLISH CD ROM MEDIA PACK	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 BUSINESS 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 HONORISCH 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 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 RESOLUTION FOR MULTIPLATFORMS VERSION 3.0 U.S. ENGLISH MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM RELATIONSHIP RESOLUTION FOR MULTIPLATFORMS VERSION 3.0 U.S. ENGLISH MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM ANONYMOUS RESOLUTION FOR MULTIPLATFORMS VERSION 3.0 U.S. ENGLISH MEDIA PACK	IBM InfoSphere	Software	ValueNet	\$0.00
BW02EN	IBM ENTITY ANALYTIC SOLUTIONS NAME MANAGER FOR MULTIPLATFORMS VERSION 3.0 U.S. ENGLISH 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
EY0076B	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
EY0076C	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
EY0076D	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
EY0076E	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION INTERFACE FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076F	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR WORLD FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076G	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
EY0076H	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
EY0076I	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
EY0076J	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
EY0076K	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR FRANCE FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076L	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR GERMANY FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076M	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR ITALY FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076N	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
EY0076O	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
EY0076P	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
EY0076Q	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
EY0076R	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
EY0076S	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
EY0076T	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR CHINA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076U	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR JAPAN FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076V	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
EY0076W	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR OCEANIA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076X	IBM INFORMATION SERVER FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076Y	IBM INFORMATION SERVER FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076Z	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
EY011NA	IBM WEBSHERE DATASTAGE AND QUALITYSTAGE DESIGNER FOR WINDOWS WORKBENCH FOR WINDOWS VERSION 8.0.1 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NB	IBM WEBSHERE QUALITYSTAGE ADDRESS VERIFICATION FOR AFRICA FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH DVD MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NC	IBM WEBSHERE TRANSFORMATION EXTENDER FOR DATASTAGE FOR MULTIPLATFORMS VERSION 8.1 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011ND	IBM METADATA WORKBENCH FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NE	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
EY011NF	IBM WEBSHERE DATASTAGE PACK FOR SAS FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NG	IBM WEBSHERE QUALITYSTAGE MODULE FOR CASE FOR MULTIPLATFORMS VERSION 7.7 U.S. ENGLISH MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NH	IBM INFORMATION SERVER QUALITYSTAGE MODULE FOR SERP FOR MULTIPLATFORMS VERSION 7.5 U.S. ENGLISH MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NI	IBM WEBSHERE QUALITYSTAGE FOR DPFD FOR MULTIPLATFORMS VERSION 7.5.1 U.S. ENGLISH MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NJ	IBM WEBSHERE QUALITYSTAGE MODULE FOR GEOLOCATION FOR MULTIPLATFORMS VERSION 2.0 U.S. ENGLISH CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NK	IBM WEBSHERE QUALITYSTAGE MODULE FOR CASE FOR MULTIPLATFORMS VERSION 8.0 U.S. ENGLISH MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY011NL	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
EY011NM	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 INFORMATION SERVER FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MAINFRAMES) VERSION 8.0 U.S. ENGLISH DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076B	IBM INFOSPHERE TRACEABILITY SERVER FOR MULTIPLATFORMS VERSION 2.6 JAPANESE MULTIMEDIA 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076C	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT FOR AIX, V6.0 MULTIMEDIA MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076D	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT FOR SOLARIS SPARC V6.0 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
EY0076E	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT FOR HP-UX, V6.0 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00

B30076	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOR PRODUCT INFORMATION MANAGEMENT FOR LINUX X86, 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B30086	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT MULTIPLATFORM VERSION 8.5 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B30096	IBM INFOSPHERE INFORMATION SERVER FOR FOUNDATION MASTER DATA MANAGEMENT DESIGNER CLIENT FOR WINDOWS VERSION 8.5 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B30084	IBM INFOSPHERE MASTER DATA USAGE STYLE FOR WEBSHERE APPLICATION SERVER FOR AIX 6 VERSION 9.0 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B30074	IBM INFOSPHERE MASTER DATA USAGE STYLE FOR BEA WEBLOGIC FOR SOLARIS VERSION 9.0 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B30078	IBM INFOSPHERE MASTER DATA USAGE STYLE FOR WEBSHERE APPLICATION SERVER FOR AIX 6 VERSION 9.0 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B30088	IBM INFOSPHERE MASTER DATA MANAGEMENT SERVER FOUNDATIONAL USAGE STYLE FOR BEA WEBLOGIC FOR SOLARIS VERSION 9.0 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B30080	IBM INFOSPHERE INFORMATION SERVER FOR MASTER DATA MANAGEMENT FOR MULTIPLATFORMS VERSION 9.0 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B30082	IBM INFOSPHERE INFORMATION SERVER FOR MASTER DATA MANAGEMENT DESIGNER CLIENT FOR MULTIPLATFORMS VERSION 9.0 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B70184	IBM INFOSPHERE CHANGE DATA DELIVERY FOR MULTIPLATFORMS VERSION 8.5 MULTILINGUAL CD ROM 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80024	IBM IDENTITY RESOLUTION FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80026	IBM RELATIONSHIP RESOLUTION FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80028	IBM ANONYMOUS RESOLUTION FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80044	IBM ENTITY ANALYTIC SOLUTIONS NAME MANAGER FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80046	IBM DEGREES OF SEPARATION FOR RELATIONSHIP RESOLUTION FOR MULTIPLATFORMS VERSION 4.1 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80078	IBM GLOBAL DATA SYNCHRONIZATION FOR WEBSHERE PRODUCT CENTER V7.1.1 MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80084	IBM RELATIONSHIP RESOLUTION FOR MULTIPLATFORMS VERSION 4.2 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80086	IBM ANONYMOUS RESOLUTION FOR MULTIPLATFORMS VERSION 4.2 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80088	IBM ENTITY ANALYTIC SOLUTIONS NAME MANAGER FOR MULTIPLATFORMS VERSION 4.2 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80094	IBM DEGREES OF SEPARATION FOR RELATIONSHIP RESOLUTION FOR MULTIPLATFORMS VERSION 4.2 MULTILINGUAL MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80096	IBM WEBSHERE DATA EVENT PUBLISHER FOR WINDOWS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80098	IBM WEBSHERE DATA EVENT PUBLISHER FOR LINUX X86SERIES VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80104	IBM WEBSHERE DATA EVENT PUBLISHER FOR LINUX FOR PSERIES VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80106	IBM WEBSHERE DATA EVENT PUBLISHER FOR SUN SOLARIS/SPARC VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80108	IBM WEBSHERE DATA EVENT PUBLISHER FOR AIX 6L VS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80114	IBM WEBSHERE REPLICATION SERVER FOR WINDOWS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80116	IBM WEBSHERE REPLICATION SERVER FOR LINUX X86SERIES VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80118	IBM WEBSHERE REPLICATION SERVER FOR LINUX FOR PSERIES VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80124	IBM WEBSHERE REPLICATION SERVER FOR SUN SOLARIS/SPARC VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80126	IBM WEBSHERE REPLICATION SERVER FOR AIX 6L VS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80134	IBM WEBSHERE REPLICATION SERVER FOR HP-UX 11.1 ON HP INTEGRITY (ITANUMU)-BASED SYSTEMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80136	IBM WEBSHERE DATA EVENT PUBLISHER FOR HP-UX 11.1 ON HP INTEGRITY (ITANUMU)-BASED SYSTEMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80138	IBM WEBSHERE REPLICATION SERVER DEVELOPER EDITION FOR WINDOWS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80144	IBM WEBSHERE REPLICATION SERVER DEVELOPER EDITION FOR LINUX FOR SYSTEM X 86SERIES INTEL-BASED & AMD-BASED SERVERS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80146	IBM WEBSHERE REPLICATION SERVER DEVELOPER EDITION FOR LINUX FOR SYSTEM P (UNIX SERVERS (INCL. INTERLISTATION) VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80148	IBM WEBSHERE REPLICATION SERVER 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
B80154	IBM WEBSHERE REPLICATION SERVER DEVELOPER EDITION FOR SUN SOLARIS/SPARC VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80156	IBM WEBSHERE REPLICATION SERVER DEVELOPER EDITION FOR AIX 6L VS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80164	IBM WEBSHERE REPLICATION SERVER DEVELOPER EDITION ON HP INTEGRITY (ITANUMU)-BASED SYSTEMS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80166	IBM WEBSHERE DATA EVENT PUBLISHER DEVELOPER EDITION FOR WINDOWS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00
B80168	IBM WEBSHERE DATA EVENT PUBLISHER DEVELOPER EDITION FOR LINUX FOR SYSTEM X 86SERIES INTEL-BASED & AMD-BASED SERVERS VERSION 9.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet		\$0.00



BV01WML	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR LINUX FOR SYSTEM X MSERIES INTEL-BASED & AMD-BASED SERVERS VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV01XML	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR LINUX FOR SYSTEM P LINUX SERVERS (INCL. INTEL/STATION) VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV01YML	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MAINFRAMES) VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV01ZML	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR SUN SOLARIS/SPARC VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02AFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR AX 6L V5 VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02BFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION ON HP INTEGRITY ITANUMRO-BASED SYSTEMS VERSION 9.1.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02CFL	IBM WEBSHERE FEDERATION SERVER FOR WINDOWS VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02DFL	IBM WEBSHERE FEDERATION SERVER FOR LINUX FOR SYSTEM X MSERIES INTEL-BASED & AMD-BASED SERVERS VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02EFL	IBM WEBSHERE FEDERATION SERVER FOR LINUX FOR SYSTEM P LINUX SERVERS (INCL. INTEL/STATION) VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02FFL	IBM WEBSHERE FEDERATION SERVER FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MAINFRAMES) VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02GFL	IBM WEBSHERE FEDERATION SERVER FOR SUN SOLARIS/SPARC VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02HFL	IBM WEBSHERE FEDERATION SERVER FOR AX 6L V5 VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02JFL	IBM WEBSHERE FEDERATION SERVER FOR HP-UX 11.1.1 VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02KFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR WINDOWS VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02LFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR LINUX FOR SYSTEM X MSERIES INTEL-BASED & AMD-BASED SERVERS VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02MFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR LINUX FOR SYSTEM P LINUX SERVERS (INCL. INTEL/STATION) VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02NFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR LINUX FOR SYSTEM Z ENTERPRISE SERVERS (MAINFRAMES) VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02OFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR SUN SOLARIS/SPARC VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02PFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR AX 6L V5 VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02QFL	IBM WEBSHERE FEDERATION SERVER DEVELOPER EDITION FOR HP-UX 11.1.1 VERSION 9.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02RFL	INFOSPHERE INFO SERVER PACK ORACLE APPLICATIONS 7.2 MP ML MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02SFL	INFOSPHERE INFO SERVER PACK MICROSOFT ENTERPRISE 3.1 1MP ML MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02TFL	INFOSPHERE INFO SERVER PACK J3 EDWARDS ENTERPRISEONE 1.6.1 MP ML MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02UFL	IBM INFOSPHERE INFOSPHERE INFORMATION SERVER PACK FOR SAP BW FOR MULTIPLATFORMS VERSION 4.3.2 MULTILINGUAL CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02VFL	INFOSPHERE INFO SERVER PACK SAP R/3 6.0.1 MP ML MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02WFL	INFOSPHERE INFO SERVER PACK SIEBEL 3.2.2 MP ML MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02XFL	INFOSPHERE INFO SERVER PACK SALESFORCE.COM 4.0.2 MP ML MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02YFL	IBM WEBSHERE TRANSFORMATION EXTENDER FOR DATASTAGE FOR MULTIPLATFORMS VERSION 8.2.0 MULTILINGUAL CD ROM MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV02ZFL	IBM INFOSPHERE INFORMATION SERVER FOR MULTIPLATFORMS VERSION 8.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV03AFL	INFOSPHERE DATASTAGE SERVER 8.1 MULTIPLATFORM MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV03BFL	IBM INFOSPHERE DATASTAGE AND QUALITYSTAGE DESIGNER FOR WINDOWS VERSION 8.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV03CFL	INFOSPHERE INFORMATION ANALYZER FOR RESEARCH 8.1 MULTIPLATFORM MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV03DFL	IBM INFOSPHERE DATASTAGE PACK FOR SAS FOR MULTIPLATFORMS VERSION 8.1 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV03EFL	IBM DB2 INFOSPHERE CHANGED DATA CAPTURE FOR MULTIPLATFORMS VERSION 6.3 MULTILINGUAL DVD 64 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV03FFL	INFOSPHERE INFORMATION ANALYZER FOR RESEARCH 8.1 MULTIPLATFORM MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK	IBM InfoSphere	Software ValueNet						\$0.00
BV03GFL	IBM INFOSPHERE INFORMATION SERVER PACK FOR SAP R/3 FOR MULTIPLATFORMS VERSION 9.5 MULTILINGUAL CD ROM 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 PEOPLESFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Optim	Software ValueNet			\$0.00
D08C4LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESFT 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 PEOPLESFT 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 PEOPLESFT 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
D08CFLL	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 PEOPLESOFT ENTERPRISE PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06K0LL	IBM DB2 OPTIM DATA GROWTH SOLUTION FOR PEOPLESOFT 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 PEOPLESOFT FINANCIALS FAMILY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Optim	Software ValueNet			\$0.00
E06K2LL	IBM OPTIM DATA GROWTH SOLUTION FOR PEOPLESOFT 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 PEOPLESOFT 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
E06LFLL	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

			Appendix H - Cost Matrix Lot 5 - IBM Optim			
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	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

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		Approximate Cost Item			
		Lot 7 - IBM Lotus			
A40134	IBM LOTUS DOMINO ENTERPRISE SERVER AND NOTES FOR MULTIPLATFORMS VERSION 7.0.3 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (GREEK AND PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
A40135	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
A40136	IBM LOTUS DOMINO ENTERPRISE SERVER WITH NOTES FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (INDO-CHINA)	IBM Growth through Partner Reseller			\$0.00
A40137	IBM LOTUS DOMINO ENTERPRISE SERVER WITH NOTES FOR MULTIPLATFORMS VERSION 8.0.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (JAPANESE AND PORTUGUESE)	IBM Growth through Partner Reseller			\$0.00
A40138	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
A40139	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
A40140	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
A40141	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
A40142	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
A40143	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 8.0.2 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (INDO-CHINA)	IBM Growth through Partner Reseller			\$0.00
A40144	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
A40145	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
A40146	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
A40147	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
A40148	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
A40149	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS 8.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK (INDO-CHINA)	IBM Growth through Partner Reseller			\$0.00
A40150	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
A40151	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
A40152	IBM LOTUS DOMINO ENTERPRISE AND COLLABORATION EXPRESS 8.5 SECONDARY ENTITLEMENTS MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
A40153	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
A40154	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
A40155	IBM LOTUS NOTES AND DOMINO FOR MULTIPLATFORMS VERSION 7.0.4 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK (INDO-CHINA)	IBM Growth through Partner Reseller			\$0.00
A40156	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
A40157	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
A40158	IBM LOTUS SERVER 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
A40159	IBM LOTUS DOMINO SERVER FOR MULTIPLATFORMS VERSION 8.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK EMEA 2 (GERMAN, ITALIAN, CATALAN)	IBM Growth through Partner Reseller			\$0.00
A40160	IBM LOTUS DOMINO SERVER FOR MULTIPLATFORMS VERSION 8.5 MULTILINGUAL DVD 128 BIT ENCRYPTION MEDIA PACK (INDO-CHINA)	IBM Growth through Partner Reseller			\$0.00
A40161	IBM LOTUS DOMINO SERVER 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
A40162	IBM LOTUS DOMINO SERVER 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
A40163	IBM LOTUS DOMINO ENTERPRISE AND COLLABORATION EXPRESS 8.5 SECONDARY ENTITLEMENTS MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
A40164	IBM LOTUS DOMINO MESSAGING SERVER PROCESSOR DAY 00000 TEMPORARY USE CHANGE	IBM Growth through Partner Reseller			\$0.00
A40165	IBM LOTUS DOMINO MESSAGING SERVER PROCESSOR VALUE UNIT (PVU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
A40166	IBM LOTUS DOMINO MESSAGING SERVER PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
A40167	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
A40168	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
E20014	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
E20015	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
A40169	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
A40170	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
A40171	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
A40172	IBM LOTUS NOTES/DOMINO FOR MULTIPLATFORMS VERSION 8.0.2 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
A40173	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















Code	Description	Unit	Rate	Frequency	Start Date	End Date	Amount
00BVL1	EXTRAFAX ENTERPRISE SERVER LOTUS FOUNDATIONS SVR SUBSC WITHOUT SUPT 12 MO	Lot 7 - IBM User					\$0.00
00BVL2	EXTRAFAX ENTERPRISE SERVER LOTUS FOUNDATIONS SVR SUBSC WITHOUT SUPT 12 MO						\$0.00
00BVL3	EXTRAFAX ENTERPRISE SERVER LOTUS FOUNDATIONS CHANNEL SUBSC WITHOUT SUPT 12 MO						\$0.00
00BVL4	EXTRAFAX EXPRESS SERVER FOR LOTUS FOUNDATIONS SVR SUBSC WITHOUT SUPT 12 MO						\$0.00
00BVL5	IBM LOTUS FOUNDATIONS REACH AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						\$0.00
00BVL6	IBM LOTUS FOUNDATIONS REACH AUTHORIZED USER SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL7	IBM LOTUS FOUNDATIONS START AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL8	IBM LOTUS FOUNDATIONS BRANCH OFFICE SERVER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL9	IBM LOTUS FOUNDATIONS REACH AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL0	IBM LOTUS FOUNDATIONS START V1.0 MULTILINGUAL MEDIA PACK						\$0.00
00BVL1	IBM LOTUS FOUNDATIONS BRANCH OFFICE SESSION 1 - 1 MULTILINGUAL DVD MEDIA PACK						\$0.00
00BVL2	IBM LOTUS FOUNDATIONS START SESSION 1 - 1 MULTILINGUAL DVD MEDIA PACK						\$0.00
00BVL3	IBM LOTUS FOUNDATIONS REACH PERSON 1.0 MULTILINGUAL DVD MEDIA PACK						\$0.00
00BVL4	IBM LOTUS MOBILE CONNECT PROCESSOR VALUE UNIT (PU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						\$0.00
00BVL5	IBM LOTUS MOBILE CONNECT AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						\$0.00
00BVL6	IBM LOTUS MOBILE CONNECT PROCESSOR VALUE UNIT (PU) SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL7	IBM LOTUS MOBILE CONNECT AUTHORIZED USER SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL8	IBM LOTUS MOBILE CONNECT PROCESSOR VALUE UNIT (PU) ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL9	IBM LOTUS MOBILE CONNECT AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL0	IBM LOTUS MOBILE CONNECT FOR MULTIPLATFOMS VERSION 6.1 MULTILINGUAL CD ROM 18 BIT ENCRYPTION MEDIA PACK						\$0.00
00BVL1	IBM LOTUS MOBILE CONNECT FOR MULTIPLATFOMS VERSION 6.1 MULTILINGUAL CD ROM 18 BIT ENCRYPTION MEDIA PACK						\$0.00
00BVL2	IBM LOTUS MOBILE CONNECT VERSION 6.1.2 MULTIPLATFOMS MULTILINGUAL CD ROM MEDIA PACK						\$0.00
00BVL3	IBM LOTUS MOBILE CONNECT FOR MULTIPLATFOMS VERSION 6.1.3 MULTILINGUAL CD ROM 18 BIT ENCRYPTION MEDIA PACK						\$0.00
00BVL4	IBM LOTUS PROTECTOR FOR MAIL SECURITY AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						\$0.00
00BVL5	IBM LOTUS PROTECTOR FOR MAIL SECURITY AUTHORIZED USER SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL6	IBM LOTUS PROTECTOR FOR MAIL SECURITY AUTHORIZED USER TRADE UP LICENSE + SW SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL7	IBM LOTUS PROTECTOR FOR MAIL SECURITY AUTHORIZED USER SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL8	IBM LOTUS PROTECTOR FOR MAIL SECURITY VERSION 4 MULTILINGUAL DVD MEDIA PACK						\$0.00
00BVL9	IBM LOTUS QUICKR FROM LIMITED USE AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						\$0.00
00BVL0	IBM LOTUS QUICKR FROM LIMITED USE AUTHORIZED USER SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL1	IBM LOTUS QUICKR ENTRY AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						\$0.00
00BVL2	IBM LOTUS QUICKR ENTRY AUTHORIZED USER SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL3	IBM LOTUS QUICKR AUTHORIZED USER LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						\$0.00
00BVL4	IBM LOTUS QUICKR AUTHORIZED USER SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL5	IBM LOTUS QUICKR EXTRANET PROCESSOR VALUE UNIT (PU) LICENSE + SW SUBSCRIPTION & SUPPORT 12 MONTHS						\$0.00
00BVL6	IBM LOTUS QUICKR EXTRANET PROCESSOR VALUE UNIT (PU) LICENSE + SW SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL7	IBM LOTUS QUICKR CONTENT INTEGRATOR PROCESSOR VALUE UNIT (PU) SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL8	IBM LOTUS QUICKR FROM LIMITED USE AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL9	IBM LOTUS QUICKR ENTRY AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL						\$0.00
00BVL0	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.0 ENGLISH MEDIA PACK						\$0.00
00BVL1	IBM LOTUS QUICKR CONTENT INTEGRATOR FOR MULTIPLATFOMS VERSION 1.0 ENGLISH MEDIA PACK						\$0.00
00BVL2	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.1 ENGLISH MEDIA PACK						\$0.00
00BVL3	IBM LOTUS QUICKR ENTRY FOR MULTIPLATFOMS V8.1 ENGLISH MEDIA PACK						\$0.00
00BVL4	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.2 ENGLISH MEDIA PACK						\$0.00
00BVL5	IBM LOTUS QUICKR ENTRY FOR MULTIPLATFOMS V8.2 ENGLISH MEDIA PACK						\$0.00
00BVL6	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.0 WEST EUROPE MULTILINGUAL MEDIA PACK						\$0.00
00BVL7	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.0 PACIFIC MULTILINGUAL MEDIA PACK						\$0.00
00BVL8	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.0 MULTILINGUAL MEDIA PACK						\$0.00
00BVL9	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.1 ASIA/PACIFIC MULTILINGUAL MEDIA PACK						\$0.00
00BVL0	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.1 WEST EUROPE MULTILINGUAL MEDIA PACK						\$0.00
00BVL1	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.1 NORDIC MULTILINGUAL MEDIA PACK						\$0.00
00BVL2	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.1 MULTILINGUAL MEDIA PACK						\$0.00
00BVL3	IBM LOTUS QUICKR FOR MULTIPLATFOMS V8.1 ASIA/PACIFIC MULTILINGUAL MEDIA PACK						\$0.00
00BVL4	IBM LOTUS QUICKR ENTRY FOR MULTIPLATFOMS V8.1 MULTILINGUAL WEST EUROPE MEDIA PACK						\$0.00
00BVL5	IBM LOTUS QUICKR ENTRY FOR MULTIPLATFOMS V8.1 MULTILINGUAL NORDIC MEDIA PACK						\$0.00
00BVL6	IBM LOTUS QUICKR ENTRY FOR MULTIPLATFOMS V8.1 MULTILINGUAL MEDIA PACK						\$0.00
00BVL7	IBM LOTUS QUICKR ENTRY FOR MULTIPLATFOMS V8.1 MULTILINGUAL ASIA/PACIFIC MEDIA PACK						\$0.00
00BVL8	IBM LOTUS QUICKR ENTRY FOR MULTIPLATFOMS V8.1 MULTILINGUAL MEDIA PACK						\$0.00
00BVL9	IBM LOTUS QUICKR ENTRY FOR MULTIPLATFOMS V8.1 MULTILINGUAL MEDIA PACK						\$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) SV 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 SV 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) SV 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 SV SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R28L	IBM MASHP CENTER PROCESSOR VALUE UNIT (PVU) ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R29L	IBM MASHP CENTER 20 AUTHORIZED USERS ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R30L	IBM LOTUS MASHP ACCELERATOR PROCESSOR VALUE UNIT (PVU) ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R31L	IBM LOTUS MASHP ACCELERATOR 20 AUTHORIZED USERS ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R32L	IBM LOTUS MASHP ACCELERATOR WITH PORTAL SERVER PROCESSOR VALUE UNIT (PVU) ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R33L	IBM LOTUS MASHP ACCELERATOR WITH PORTAL SERVER 20 AUTHORIZED USERS ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller			\$0.00
00R34L	IBM MASHP CENTER 1.0 WINDOWS MULTI-PLATFORM MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
00R35L	IBM MASHP CENTER 1.1 WINDOWS MULTI-PLATFORM MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
00R36L	IBM MASHP CENTER 1.2 MULTI-PLATFORM MULTI-LINGUAL MEDIA PACK	IBM Growth through Partner Reseller			\$0.00
00R37L	IBM CEO MESSAGING AND PORTAL USER SV SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R38L	IBM LOTUS NOTES HOSTED MESSAGING CLUSTERED SERVICES 1GB AUTHORIZED USER INTNL FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R39L	IBM LOTUS NOTES HOSTED MESSAGING BASE SERVICES 1GB AUTHORIZED USER INTNL EXEM 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 INTNL EXEM TERM USE 12 MONTHS	IBM Growth through Partner Reseller			\$0.00
00R41L	IBM LOTUS NOTES HOSTED MESSAGING BASE SERVICES WITH NOTES MESSAGING 1GB AUTHORIZED USER INTNL 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 SV 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 SV 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 SV 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 SV 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 SV 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 AU 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 SV 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 SV 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 SV 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 SV SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller			\$0.00

Part Number	Description	Approximate Quantity	Unit Price	Total Price
06C0C1	IBM LOTUS DOMINO DESIGNER AUTHORIZED USER LICENSE - 8V SUBSCRIPTION & SUPPORT 12 MONTHS	Lot 7 - IBM User		\$0.00
06C0C1	IBM LOTUS DOMINO DESIGNER AUTHORIZED USER BY SUBSCRIPTION & SUPPORT BENEFITS CD ROM	IBM Growth through Partner Reseller		\$0.00
06C0C4	IBM LOTUS NOTES WITH MESSAGING USER FROM COMPETITOR BAKL USER TRADE UP LICENSE - 8V SUBSCRIPTION & SUPPORT 12 MONTHS	IBM Growth through Partner Reseller		\$0.00
06C0C4	IBM LOTUS NOTES FOR MESSAGING LIMITED USE AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0C4	IBM LOTUS NOTES FOR COLLABORATION LIMITED USE AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0Y1	IBM LOTUS NOTES HOSTED MESSAGING CLUSTERED SERVICES 1GB AUTHORIZED USER SUBSEQUENT FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller		\$0.00
06C0Y1	IBM LOTUS NOTES HOSTED MESSAGING BASE SERVICES 1 GB AUTHORIZED USER SUBSEQUENT FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller		\$0.00
06C0Z1	IBM LOTUS NOTES HOSTED MESSAGING CLUSTERED SERVICES WITH NOTES MESSAGING 1GB AUTHORIZED USER SUBSEQUENT FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller		\$0.00
06C0Z1	IBM LOTUS NOTES HOSTED MESSAGING BASE SERVICES WITH NOTES MESSAGING 1GB AUTHORIZED USER SUBSEQUENT FIXED TERM USE 12 MONTHS	IBM Growth through Partner Reseller		\$0.00
06C0S1	ALLOT BY IBM AND SAP AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0M1	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0N1	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0N1	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR SYSTEM Z AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0N1	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR SYSTEM Z AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0M1	IBM LOTUS NOTES WITH MESSAGING AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0M1	IBM LOTUS NOTES WITH COLLABORATION AUTHORIZED USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO DESIGNER USER ANNUAL SV SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 6.0 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO WEB ACCESS AND NOTES FOR MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.0 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO WEB ACCESS AND NOTES FOR MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.0.3 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.0.1 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 6.0.1 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.0.2 SIMPLIFIED CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 6.1 SIMPLIFIED CHINESE DVD 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 6.1 SIMPLIFIED CHINESE DVD 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 6.0 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO WEB ACCESS AND NOTES FOR MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.0 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO WEB ACCESS AND NOTES FOR MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 7.0.3 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.1.1 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 6.1.1 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.1.2 TRADITIONAL CHINESE CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 6.1.1 TRADITIONAL CHINESE DVD 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 6.1.1 TRADITIONAL CHINESE DVD 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.1.2 CZECH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO ENTERPRISE CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 6.1.1 CZECH DVD 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO MESSAGING CLIENT ACCESS LICENSE FOR MULTIPLATFORMS VERSION 6.1.1 CZECH DVD 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO WEB ACCESS AND NOTES FOR MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.0 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO WEB ACCESS AND NOTES FOR MESSAGING AND COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.0.3 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.0.1 ENGLISH 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS DOMINO DESIGNER FOR MULTIPLATFORMS VERSION 6.1.1 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00
06C0F1	IBM LOTUS NOTES MESSAGING/COLLABORATION LIMITED USE AND DOMINO WEB ACCESS MESSAGING/COLLABORATION LIMITED USE FOR MULTIPLATFORMS VERSION 6.1.2 ENGLISH CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00







Part Number	Description	Unit of Measure	Quantity	Price	Total Price
440294	IBM LOTUS SAMETIME FOR MULTIPLATFORMS VERSION 7.4 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440295	IBM LOTUS SAMETIME FOR MULTIPLATFORMS VERSION 7.5 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440296	IBM LOTUS SAMETIME FOR MULTIPLATFORMS VERSION 7.6 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440297	IBM LOTUS SAMETIME ENTERPRISE MEETING SERVER FOR MULTIPLATFORMS VERSION 7.5 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440298	IBM LOTUS SAMETIME ENTERPRISE MEETING SERVER FOR MULTIPLATFORMS VERSION 7.5.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440299	IBM LOTUS SAMETIME FOR MULTIPLATFORMS VERSION 7.5.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440300	IBM LOTUS SAMETIME FOR MULTIPLATFORMS VERSION 7.5.1 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440301	IBM LOTUS SAMETIME STANDARD FOR MULTIPLATFORMS 8.0.2 WEST EUROPE MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440302	IBM LOTUS SAMETIME STANDARD FOR MULTIPLATFORMS 8.0.2 NORDIC MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440303	IBM LOTUS SAMETIME STANDARD FOR MULTIPLATFORMS 8.0.2 ASIA PACIFIC MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440304	IBM LOTUS SAMETIME ENTERPRISE MEETING SERVER FOR MULTIPLATFORMS VERSION 8.0 MULTILINGUAL CD ROM 128 BIT ENCRYPTION MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440305	IBM LOTUS SAMETIME ENTRY FOR MULTIPLATFORMS VERSION 8.0 WEST EUROPE MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440306	IBM LOTUS SAMETIME ENTRY FOR MULTIPLATFORMS VERSION 8.0 NORDIC MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440307	IBM LOTUS SAMETIME ENTRY FOR MULTIPLATFORMS VERSION 8.0 MULTILINGUAL MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
440308	IBM LOTUS SAMETIME ENTRY FOR MULTIPLATFORMS VERSION 8.0 JAPANESE MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000281	IBM LOTUS SMARTSUITE USER LICENSE 139	IBM Growth through Partner Reseller		\$0.00	
000282	IBM LOTUS SMARTSUITE USER SW SUBSCRIPTION & SUPPORT REINSTATEMENT 12 MONTHS	IBM Growth through Partner Reseller		\$0.00	
000283	IBM LOTUS SMARTSUITE USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	IBM Growth through Partner Reseller		\$0.00	
000284	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 DANISH CD ROM 128 BIT PROGRAM PACK	IBM Growth through Partner Reseller		\$0.00	
000285	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 DUTCH CD ROM 128 BIT PROGRAM PACK	IBM Growth through Partner Reseller		\$0.00	
000286	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 INTERNATIONAL ENGLISH CD ROM 128 BIT PROGRAM PACK	IBM Growth through Partner Reseller		\$0.00	
000287	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 INTERNATIONAL ENGLISH CD ROM 128 BIT MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000288	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS USER VERSION 8.8 INTERNATIONAL ENGLISH CD ROM 128 BIT PROGRAM PACK	IBM Growth through Partner Reseller		\$0.00	
000289	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS USER VERSION 8.8 INTERNATIONAL ENGLISH CD ROM 128 BIT MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000290	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS USER VERSION 8.8 FRENCH CD ROM 128 BIT MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000291	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 FRENCH CD ROM 128 BIT PROGRAM PACK	IBM Growth through Partner Reseller		\$0.00	
000292	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 FRENCH CD ROM 128 BIT MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000293	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS USER VERSION 8.8 FRENCH CD ROM 128 BIT PROGRAM PACK	IBM Growth through Partner Reseller		\$0.00	
000294	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS USER VERSION 8.8 FRENCH CD ROM 128 BIT MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000295	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 GERMAN CD ROM 128 BIT PROGRAM PACK	IBM Growth through Partner Reseller		\$0.00	
000296	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 ITALIAN CD ROM 128 BIT PROGRAM PACK	IBM Growth through Partner Reseller		\$0.00	
000297	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7 ITALIAN CD ROM 128 BIT MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000298	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS USER VERSION 8.8 MULTILINGUAL CD ROM MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000299	IBM LOTUS SMARTSUITE OS2 WARP FOR OS2 USER VERSION 1.7.2 MULTILINGUAL CD ROM MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000300	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS USER VERSION 8.8 NORWEGIAN CD ROM 128 BIT MEDIA PACK	IBM Growth through Partner Reseller		\$0.00	
000301	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS CUSTOMERS WITH ACTIVE SUPPORT AND SUBSCRIPTION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	IBM Growth through Partner Reseller		\$0.00	
000302	IBM LOTUS SMARTSUITE FOR MULTIPLATFORMS CUSTOMERS WITH ACTIVE SUPPORT AND SUBSCRIPTION AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL 12 MONTHS	IBM Growth through Partner Reseller		\$0.00	



Item	Quantity	Unit	Price	Total
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Item	Quantity	Unit	Price	Total
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18.000	18.000	m	18.000	324.000
19.000	19.000	m	19.000	361.000
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23.000	23.000	m	23.000	529.000
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25.000	25.000	m	25.000	625.000
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27.000	27.000	m	27.000	729.000
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63.000	63.000	m	63.000	3.969.000
64.000	64.000	m	64.000	4.096.000
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66.000	66.000	m	66.000	4.356.000
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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
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82.000	82.000	m	82.000	6.724.000
83.000	83.000	m	83.000	6.889.000
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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











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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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
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67.000	67.000	kg	67.000	67.000
68.000	68.000	kg	68.000	68.000
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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
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98.000	98.000	kg	98.000	98.000
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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
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99.000	99.000	m	99.000	99.000
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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
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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
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19.000	19.000	m	19.000	19.000
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31.000	31.000	m	31.000	31.000
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35.000	35.000	m	35.000	35.000
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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
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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
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69.000	69.000	m	69.000	69.000
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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
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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
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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
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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
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25.000	25.000	m	25.000	25.000
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41.000	41.000	m	41.000	41.000
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43.000	43.000	m	43.000	43.000
44.000	44.000	m	44.000	44.000
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47.000	47.000	m	47.000	47.000
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49.000	49.000	m	49.000	49.000
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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
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16.000	16.000	m	16.000	16.000
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30.000	30.000	m	30.000	30.000
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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
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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
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89.000	89.000	m	89.000	89.000
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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
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96.000	96.000	m	96.000	96.000
97.000	97.000	m	97.000	97.000
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99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
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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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7.000	7.000	m	7.000	7.000
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97.000	97.000	m	97.000	97.000
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99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
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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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7.000	7.000	m	7.000	7.000
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99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000

Item	Quantity	Unit	Price	Total
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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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99.000	99.000	m	99.000	99.000
100.000	100.000	m	100.000	100.000







Item	Quantity	Unit	Price	Total
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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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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
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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
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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
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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
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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
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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
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82.000	82.000	m	82.000	82.000
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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
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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
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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
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69.000	69.000	kg	69.000	69.000
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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
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82.000	82.000	kg	82.000	82.000
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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
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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
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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	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
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	Description	Quantity	Unit	Price	Total
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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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Pennsylvania Department of General Services, Bureau of Procurement, 555 Walnut Street, 6th Floor, Forum Place, Harrisburg, PA 17101.



# 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.

- 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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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.
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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](mailto: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



# 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

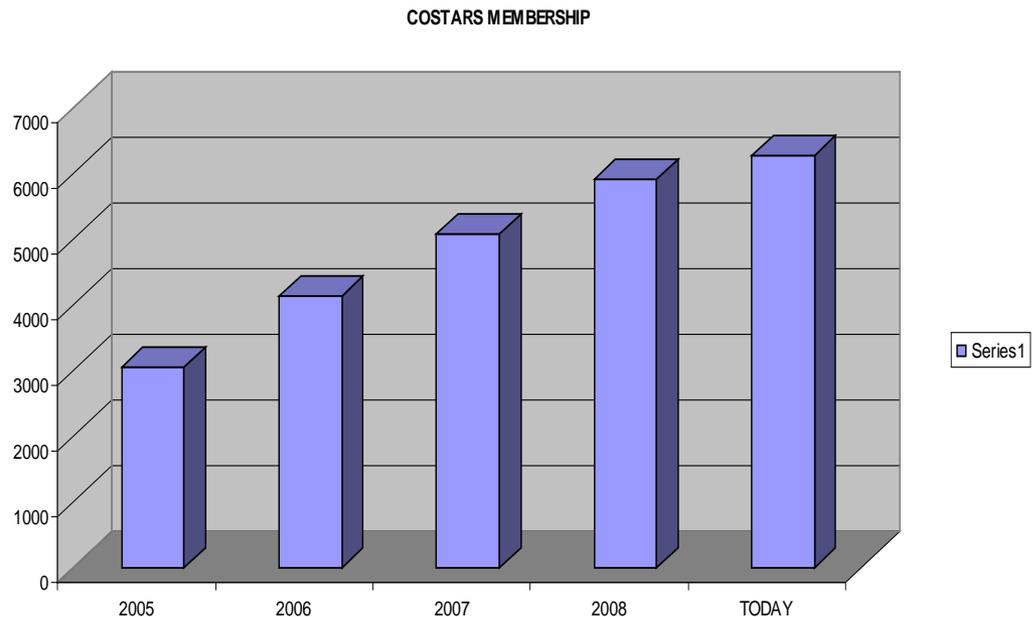


# MEMBERS HISTORY

2003 Membership  
1,600

2008 Membership  
5,877

NOW  
6,616

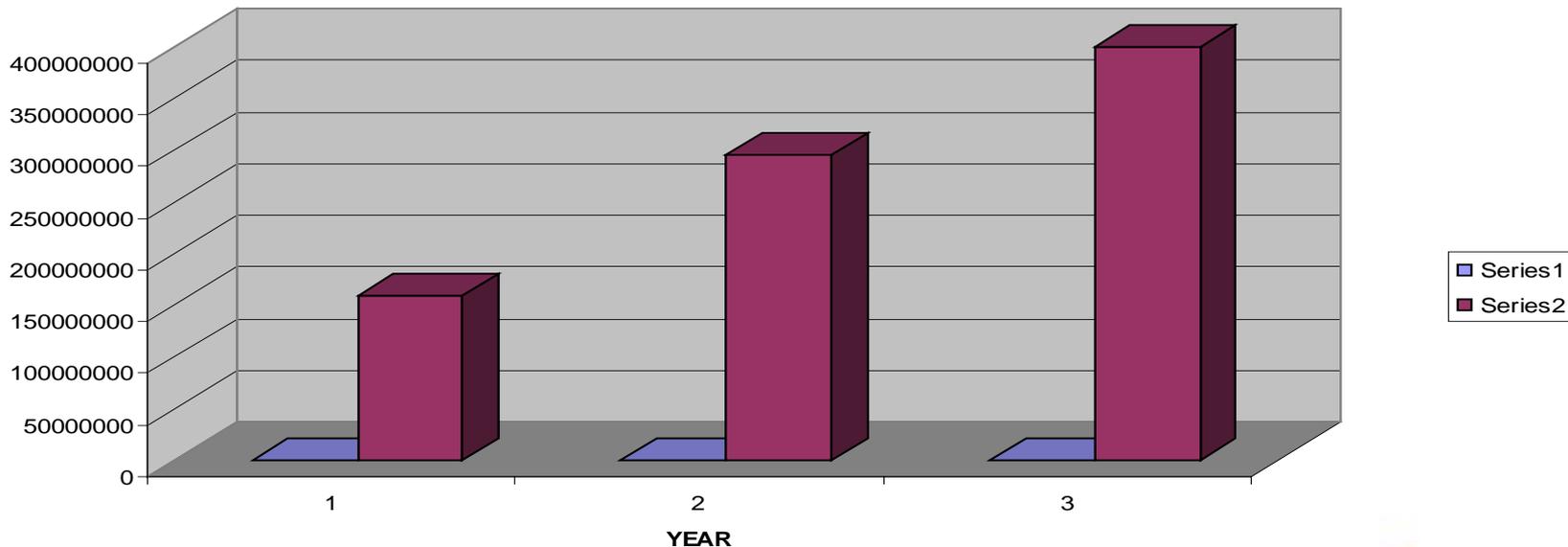




# COSTARS SPEND

- 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

The screenshot shows a Microsoft Internet Explorer browser window displaying the COSTARS Home Page. The browser's address bar shows the URL: <http://www.portal.state.pa.us/portal/server.pt?open=512&objID=1272&&SortOrder=40&level=3&parentid=1271&css=L3&>. The page header includes the Commonwealth of Pennsylvania Department of General Services logo and navigation links for PA State Agencies, Online Services, and a search bar. The main content area features the COSTARS logo and two prominent buttons: "MEMBERS" and "SUPPLIERS". A black arrow points from the text "Click on Suppliers Button" to the "SUPPLIERS" button. The left sidebar contains a "Supplier Dashboard" with a list of links including "COSTARS Suppliers", "COSTARS Registration", "Eligibility Requirements", "Other COSTARS Links", "COSTARS Bidding Opportunities", "Contact Us", "General COSTARS Program FAQ's", and "COSTARS Supplier FAQ's". The bottom of the browser window shows the Windows taskbar with the Start button and several open applications.



## 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	
	<a href="#">Guide for Searching COSTARS &amp; State Agency Contracts</a>
	<a href="#">COSTARS Newsletters</a>
	<a href="#">COSTARS Member Brochure</a>
	<a href="#">Right to Know Law</a>
	<a href="#">How to Guide for Aggregates Contract</a>

Supplier Resources	
	<a href="#">COSTARS Newsletters</a>
	<a href="#">COSTARS Supplier Guide - How to do Business with COSTARS</a>
	<a href="#">COSTARS Supplier Brochure</a>
	<a href="#">Sales Reporting Manual - for COSTARS Exclusive Contracts</a>
	<a href="#">Sales Reporting Manual - for Statewide Contracts</a>
	<a href="#">Download COSTARS Logo</a>



# 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](mailto: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:**

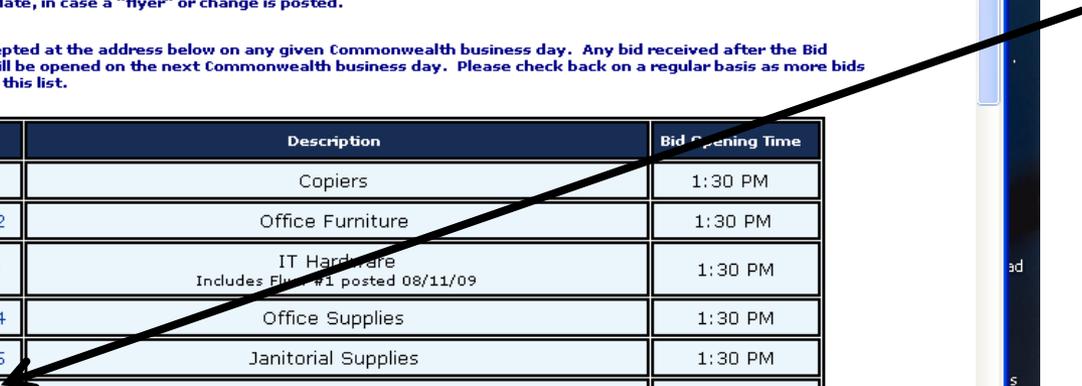
The Department of General Services ("DGS") is establishing COSTARS Contracts for the exclusive use of local public procurement units and state affiliated entities in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902.

**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 DOWNLOAD 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**

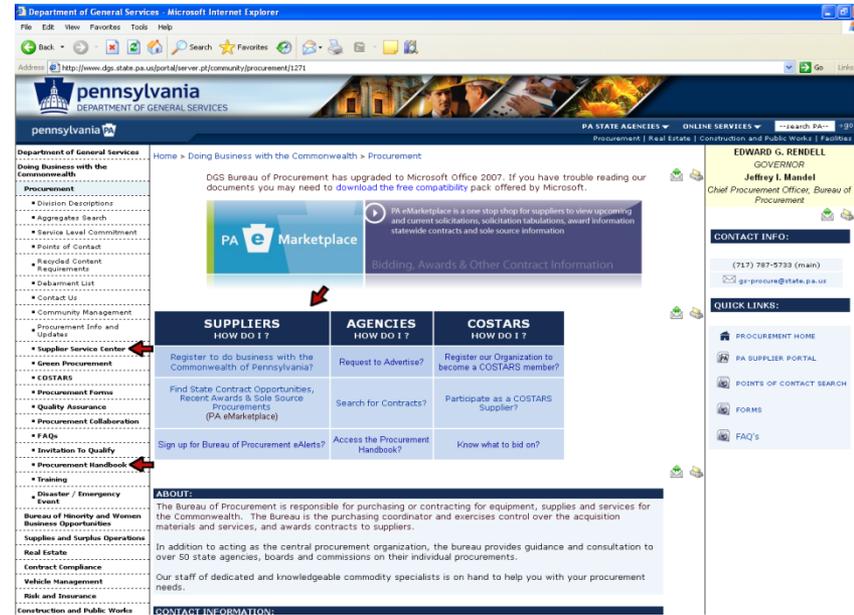


# www.dgs.state.pa.us/procurement

## Your Gateway to All Procurement Information

Links to:

- Supplier Service Center**
- PA e-Marketplace**
- PA Supplier Portal**
- Procurement Handbook**





[www.eMarketplace.state.pa.us](http://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

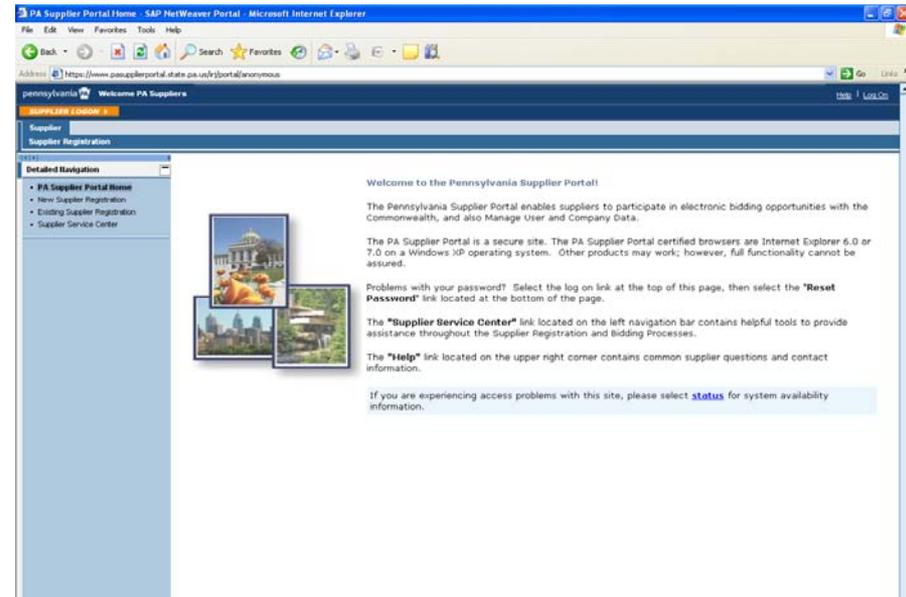
Menu	Description of menu options
<b>Solicitations</b>	In the Solicitations section you will be able to search and view current solicitations.
<b>Solicitation Tabulations</b>	In the Solicitation Tabulations section you will find an overview of the suppliers and pricing for previous solicitations. The Solicitation Tabs are for information only and do not constitute an award.
<b>Awards</b>	In the Awards section you will find a list of awards in response to solicitations.
<b>Search Contracts</b>	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.
<b>Sole Source Procurements</b>	In this section, you will find agency requests since July 2008 for sole source procurements of supplies and services, which require DGS approval.
<b>Help</b>	Here you will find helpful tips and guides on how to use the PA eMarketplace application.
<b>pennsylvania</b> <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](http://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

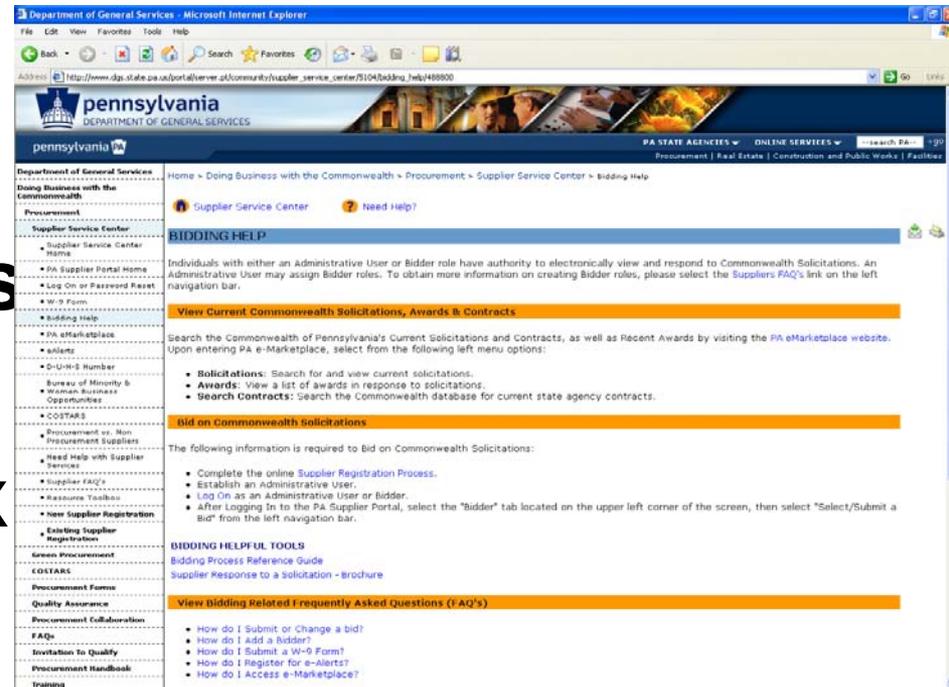




# Supplier Services Center

## 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><b>HOW DO I...</b></p> <ul style="list-style-type: none"> <li>• Register as a New Supplier?</li> <li>• Register as an Existing Supplier?</li> <li>• Determine if I am a New or Existing Supplier?</li> <li>• Determine if I am a Procurement or Non-Procurement Supplier?</li> <li>• Obtain my Vendor Number?</li> <li>• Reset my Password?</li> <li>• Minority &amp; Women Business Certification?</li> </ul> <p><b>ADDITIONAL INFO:</b></p> <p>FAQ's</p> <p>Contact Us: 717-346-2676 (local) 877-435-7363 <i>Select 1 from prompt menu</i> e-mail: <a href="mailto:RA-PSC_Supplier_Requests@state.pa.us">RA-PSC_Supplier_Requests@state.pa.us</a></p>	<p><b>HOW DO I...</b></p> <ul style="list-style-type: none"> <li>• Find a Solicitation?</li> <li>• Submit or Change a Bid?</li> <li>• Add a Bidder?</li> <li>• Submit a W-9 Form?</li> <li>• Register for eAlerts?</li> <li>• Access PA eMarketplace?</li> <li>• Become a COSTARS Supplier?</li> </ul> <p><b>ADDITIONAL INFO:</b></p> <p>FAQ's</p> <p>Contact Us: 717-346-2676 (local) 877-435-7363 <i>Select 2 from prompt menu</i> e-mail: <a href="mailto:srmhelp@state.pa.us">srmhelp@state.pa.us</a></p>
UPDATE COMPANY DATA	MISCELLANEOUS
<p><b>HOW DO I...</b></p> <ul style="list-style-type: none"> <li>• Create a Company Account?</li> <li>• Manage/Update my Account Data?</li> <li>• Manage/Update Administrative User Data?</li> <li>• Update my ACH Banking Information?</li> <li>• Create Additional Users?</li> <li>• Add a Bidder?</li> </ul> <p><b>ADDITIONAL INFO:</b></p> <p>FAQ's</p> <p>Contact Us: 717-346-2676 (local) 877-435-7363 <i>Select 1 from prompt menu</i> e-mail: <a href="mailto:RA-PSC_Supplier_Requests@state.pa.us">RA-PSC_Supplier_Requests@state.pa.us</a></p>	<p><b>HOW DO I...</b></p> <ul style="list-style-type: none"> <li>• Submit a W-9 Form?</li> <li>• Learn more about D-U-N-S?</li> <li>• Learn more about Minority &amp; Women Business Opportunities?</li> <li>• Learn more about COSTARS?</li> <li>• Check on status of an Invoice?</li> </ul> <p><b>ADDITIONAL INFO:</b></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

	<b>Question</b>	<b>Commonwealth Response</b>
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 <a href="http://www.emarketplace.state.pa.us">http://www.emarketplace.state.pa.us</a> .
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>

	<b>Question</b>	<b>Commonwealth Response</b>
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.

	<b>Question</b>	<b>Commonwealth Response</b>
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, II-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.

	<b>Question</b>	<b>Commonwealth Response</b>
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

	<b>Question</b>	<b>Commonwealth Response</b>
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**

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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](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

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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)

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(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:

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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](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**

Licensors 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.

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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](mailto: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.

**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:



# 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,

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