Commonwealth of Virginia
Virginia Information Technologies Agency

STORAGE MEDIA

Optional Use Contract

Date:	May 7, 2004
Contract #:	VA-040320-CSBS
Authorized User:	State Agencies, Institutions and Other Public Bodies
Contractor:	CS Business Systems 1236 Main Street Buffalo, NY 14209
FIN:	16-1171177
Contact Person:	Gary Rager (P) 800-886-6521 ext. 210 (F) 716-886-7142 Email: grager@csbusiness.com
Contract Price List:	See Attachment C
Term:	April 30, 2004 – April 29, 2006
Payment:	Net 30 days

For Additional Information, Please Contact:

John Tackley
IT Acquisition Manager
Phone: 804-371-5930
E-Mail: john.tackley@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.asd.virginia.gov

CONTRACT #VA-040320-CSBS

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date

VITA: Prior review and approval by the Virginia Information Technologies Agency (VITA) is required for purchases in excess of $100,000.00 for State Agencies and Institutions only.

Virginia Information Technologies Agency

Supply Chain Management

expect the best

COMMONWEALTH of VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
SUPPLY CHAIN MANAGEMENT
110 SOUTH 7TH STREET
RICHMOND, VIRGINIA 23219

VITA STATEWIDE TERM CONTRACT: VA-040320-CSBS

IFRAB 2004-13 Storage Media

CONTRACTOR/AWARDEE

COMPANY NAME:	CS Business Systems	CONTACT:	Gary Rager
ADDRESS:	1236 Main Street	TITLE:	Senior Account Representative
		PHONE NO:	800-886-6521 ext. 210
CITY/STATE/ZIP:	Buffalo, NY 14209	FAX NO:	716-886-7142
E-MAIL ADDRESS:	grager@csbusiness.com	FEIN:	161171177
WEBSITE URL:	http://www.csbusiness.com	Date:	4/26/04
Contractor Acceptance of Award as identified herein		(signature):	
		(print name):	GARY RAGER

[The following information is for VITA internal use only.]

Authorized Contract Users:	**State agencies, Institutions and other public bodies**
Contract Term:	**Two (2) years, with three optional one (1) year renewals**
Delivery:	**10 days After Receipt of Order (ARO)**
Shipping Costs:	**FOB Destination for Standard Order Quantity** **FOB Origin for less than Standard Order Quantity**
Warranty:	**Greater of 90 days, or manufacturer's standard warranty** **No-cost media replacement, including all shipping costs**
VITA SCM Contact:	*John J. Tackley* *IT Acquisition Manager* *Voice: (804) 371-5930* *Fax: (804) 371-5969* *E-mail Address:* john.tackley@vita.virginia.gov

[end]

AWARD

Accepted as to Bid Item numbers:	AMOUNT:	AWARD DATE:
22, 28, 32	Per Individual Order	4/30/2004
Commonwealth's Representative:	*for the COMMONWEALTH of VIRGINIA*	PAGE:
Lemuel C. Stewart Jr. Chief Information Officer	BY:	1 -of- 29

Virginia Information Technologies Agency

expect the best

Supply Chain Management (SCM)

COMMONWEALTH of VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
SUPPLY CHAIN MANAGEMENT
110 SOUTH 7TH STREET
RICHMOND, VIRGINIA 23219

VITA STATEWIDE TERM CONTRACT: VA-040320-CSBS

IFRAB 2004-13 Storage Media

CONTRACTOR / PARTNER

COMPANY NAME:	CS Business Systems	**CONTACT:**	Gary Rager
ADDRESS:	1236 Main Street	**TITLE:**	Senior Account Representative
		PHONE NO:	800-886-6521 ext. 210
CITY/STATE/ZIP:	Buffalo, NY 14209	**FAX NO:**	716-886-7142
E-MAIL ADDRESS:	grager@csbusiness.com	**FEIN:**	161171177
WEBSITE URL:	http://www.csbusiness.com	**Date:**	

Contractor Acceptance of Award as identified herein **(signature):** _____

(print name): _____

[The following information is for VITA internal use only.]

Authorized Contract Users: **State agencies, Institutions and other public bodies**
Contract Term: **Two (2) years, with three optional one (1) year renewals**
Delivery: **10 days After Receipt of Order (ARO)**
Shipping Costs: **FOB Destination for Standard Order Quantity**
FOB Origin for less than Standard Order Quantity
Warranty: **Greater of 90 days, or manufacturer's standard warranty**
No-cost media replacement, including all shipping costs
VITA SCM Contact: *John J. Tackley*
IT Acquisition Manager
Voice: (804) 371-5930
Fax: (804) 371-5969
E-mail Address: john.tackley@vita.virginia.gov

[end]

AWARD

Accepted as to Bid Item numbers:	AMOUNT:	AWARD DATE:
22, 28, 32	*Per Individual Order*	
Commonwealth's Representative:	*for the COMMONWEALTH of VIRGINIA*	PAGE:
Lemuel C. Stewart Jr. Chief Information Officer	by:_____	1 -of- 29

The following terms and conditions are hereby amended.

I. **Reference:** IFRAB 2004-13 Storage Media, Section VI, herein entitled Mandatory Contractual Terms and Conditions, page 4, paragraph entitled Scope of Agreement; the following replaces in its entirety, the above referenced paragraph;

"This is an agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth", "State", or "VITA" (Virginia Information Technologies Agency)) and CS Business Systems (the "Contractor") having its principal place of business at 1236 Main Street, Buffalo, NY 14209, for the purchase of Storage Media (the "Product" or "Products") as identified herein. This Agreement establishes a Master Contract for use by State Agencies, Institutions of Higher Education, and other public bodies as defined in §2.2-4301 of the Virginia Public Procurement Act (VPPA), and hereinafter referred to as "Authorized Users."

II. **Reference:** IFRAB 2004-13 Storage Media, Section VI, herein entitled Mandatory Contractual Terms and Conditions, page 16, numbered paragraph 30, entitled Interpretation of Agreement; the following replaces in its entirety, the above referenced paragraph;

"Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict are: (1) this document's pages 1 through 20, (2) Attachment A, entitled ADHERENCE TO TERMS AND CONDITIONS, (3) Attachment B, entitled CERTIFICATION REGARDING LOBBYING, (4) Attachment C, entitled Pricing, (5) Attachment D, IFRAB 2004-13 Bid Confirmation Report, (6) Attachment E, entitled Index Price Documents, and (7) all future executed Orders referencing this Agreement."

III. **Reference:** IFRAB 2004-13 Storage Media, Section VI, herein, entitled Mandatory Contractual Terms and Conditions, page 19, numbered paragraph 41, entitled Price Adjustments; the following replaces in its entirety, the above referenced paragraph;

"The online reverse auction determined the price to the Commonwealth for Storage Media at the onset of the contract. Over the life of the contract, Contractor will make price adjustments based on the resulting bids' variance to the following indexes: Imation GSA GS-14F-8853B and Titan GSA GS-14F-0043L, included in Attachment E, entitled Index Price Documents.
The percentage Variance to Index reported in Attachment C - Pricing, as Calculated Contract Discount, will be maintained throughout the life of the contract for each individual product awarded, as indicated on page 1 in the box labeled "Accepted as to Bid Item numbers". Price adjustments will be made at the beginning of each calendar quarter, beginning with the first calendar quarter following execution of the contract. On the first business day of the first month of each calendar quarter, (1/1, 4/1, 6/1, 9/1) the Contractor will submit to VITA the above referenced indexes in effect at the time, along with a summary report which indicates the price for the subsequent calendar quarter, based on the most recent index price and the Fixed Contract Discount. This report will include the printed electronic Spreadsheet shown herein as Attachment C – Pricing, and shall include additional tables for each quarter's update. The following column headings, at a minimum shall be provided in each subsequent table:

- Date/Effective Calendar Quarter
- Bid Item #
- Manufacturer
- Manufacturer Product #
- New Contract Price (for forthcoming calendar quarter)
- Standard Order Quantity
- Contract Index Title
- Previous Quarter's Index Price
- Updated Index Date
- Fixed Contract Discount"

Contract VA-040320-CSBS

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VI. MANDATORY CONTRACTUAL TERMS AND CONDITIONS

SCOPE OF AGREEMENT

This is an agreement (the "Agreement") between the Commonwealth of Virginia ("Commonwealth") and _____(the "Contractor") having its principal place of business at_____ for the purchase of Storage Media (the "Product" or "Products") pursuant to the Commonwealth's Invitation for Qualification #2004-13 and subsequent Reverse Auction dated _____ and the Contractor's IFQ Response, dated _____ __, 2003 and bids in response to the auction and included in the Bid Confirmation Report dated _____ __, 2004. This Agreement establishes a Master Contract for the use by state agencies, institutions of higher education, and other public bodies as defined in §2.2-4301 of the Virginia Public Procurement Act (VPPA), and herinafter referred to as "Authorized Users".

1. APPLICABLE LAWS AND COURTS

Any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2. ANTI-DISCRIMINATION

Contractor, during the term of the Contract, will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over $10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

   1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. ETHICS IN PUBLIC CONTRACTING

Contractor certifies that its proposal and any performance hereunder are made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, subcontractor or Authorized User in connection with their proposal or the performance of this Contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

5. DEBARMENT STATUS

By submitting its proposals, Contractor certifies that it is not currently debarred by the Commonwealth from submitting bids or proposals on Contracts for the type of goods covered by this solicitation, nor is Contractor an agent of any person or entity that is currently so debarred.

6. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth, relating to the particular goods purchased or acquired by the Commonwealth under said Contract.

7. PAYMENT

A. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

6) **Payment Options:** Authorized Users pay by check, electronic funds transfer, or with the Commonwealth's authorized procurement (charge) card. Contractor(s) shall accept the Commonwealth's card for single purchases under the per transaction limit for the respective Agencies/Institution of Higher Education.

B. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

(c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

8. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency's (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the VITA purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on VITA's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager VITA. Upon VITA's acknowledgment of receipt of the properly executed form, the Assignee shall notify Contracts Management, VITA of the assignment and shall supply Contracts Management, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. VITA shall promptly notify the Contractor of any assignment notice it receives.

9. MODIFICATIONS TO THE CONTRACT

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

10. DEFAULT

In case of failure to deliver goods in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold

the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

11. TAXES

Sales to the Commonwealth are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

12. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in a proposal being eliminated from further consideration. Unless the Offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

13. INSURANCE

By signing and submitting a proposal, the Contractor has certified that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Worker's Compensation - Statutory requirements and benefits.

2. Employers Liability - $100,000.

3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

14. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VITA will publicly post such notice on its own web site www.asd.virginia.gov and the eVA web site (www.eva.state.va.us) for a minimum of 10 days.

15. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

16. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

17. eVA BUSINESS-TO-GOVERNMENT PROGRAM

A. VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic

Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

B. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from http://learnabouteva.dgs.state.va.us/Supplier/files/TPA110402.pdf. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange

Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

18. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product ready for acceptance testing by the specified delivery date; (b) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (C) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products. All costs for return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

19. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of three years after final payment. Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

20. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods to be supplied by another party, the Contractor agrees that the Contractor shall act as prime Contractor for the procurement and delivery of all goods and shall be the sole point of contact with regard to all obligations under this Agreement.

21. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are

involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

22. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Virginia Information Technologies Agency, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods identified in Attachment “A” to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor’s remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable

relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

23. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by use of any defective or deficient supplies, products, and/or equipment delivered under this Contract shall not exceed two (2) times the amount of money paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability, or $100,000 whichever is greater. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

24. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of

the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

25. SURCHARGE ADJUSTMENT

The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The Contractor must remit the SCA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". For the purposes of this Contract, Contractor will consider a sale to be completed when the Contractor receives payment form the Authorized User for the Product. The SCA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the SCA together with a copy of the Contractor's Report of Sales as delineated in the paragraph herein entitled "Contractor's Report of Sales". The SCA reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The SCA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Department of General Services.

If the full amount of the SCA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the SCA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including but not limited to temporary reduced pricing, fire sales, one time sales, trade ins, and promotional items that have been marked down under this Contract.

26. PRODUCT CONDITION

All products supplied by Contractor shall be new products.

27. ORDERS

Authorized Users of this Contract may order Products and Software from this Contract by one of the following Order methods:

A. Purchase Order: An official Purchase Order form issued by an Authorized User.

B. Delivery Order (DO): A DO issued by the Supply Chain Management, VITA.

C. eVA: eVA is the Commonwealth's total e-procurement solution. Contractor shall accept any and all orders issued through eVA. The Commonwealth requires contractor(s) to accept orders via the eVA ordering system.

D. Charge/Credit Card:

1) Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each order must not exceed $5,000, or the then current charge card limit. Payment will made by AMEX to Contractor within three (3) business days.

2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

Contractors must also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Authorized User may place its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems.

This ordering authority is limited to issuing orders for the Products available under this Agreement. Under no circumstances shall any Authorized User of the Commonwealth have the authority to modify this Agreement.

Contractor acknowledges that the forgoing is not limited to preclude the Commonwealth from issuing Orders against subject Contract as it so chooses.

28. CONTRACTOR SPONSORED PRODUCT PROMOTIONS

The Contractor, at its discretion, is allowed to sponsor product promotions during the Contract term or any extensions thereof under the following conditions:

1) Contractor is required to provide in writing to VITA, at least 5 days prior to the promotion, the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; the acceptable writing may be e-mail, or correspondence via USPS or other, and
2) Contractor is required to identify in writing, the exact products covered in the promotion, and
3) Contractor is required to identify in writing, the pricing during the promotion or the percentage discount, and
4) All Contractor Sponsored Product Promotions are required to be available to all Authorized Users of the Contract. Should the Contractor request a promotion that would be limiting, either through product configuration or quantities of products, the

Commonwealth at its discretion, will not provide a written agreement. Both parties agree that promotions shall not target any one Authorized User, or a few Authorized Users, and

5) All Contractor sponsored Product Promotions shall be mutually agreed to in writing. The Contractor shall be in breach of the Agreement in the absence of a writing from both parties. The writing may be e-mail or correspondence via USPS or other, and
6) In any instance of conflict between this clause "Contractor Sponsored Promotions" and the Agreement, this clause shall take precedence. And
7) In any event wherein the Contractor proposes prices that are different than the Contract prices to any Authorized User, without first obtaining mutual agreement in the format as identified herein, the Contractor shall be in breach of the Agreement and the Commonwealth shall have all remedies available under Contract and law. And
8) The Commonwealth, at its discretion, may assist in advertising the promotion. This assistance will consist of advertising space on the Commonwealth's various web sites, or other assistance at the Commonwealth's discretion.

29. TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue in full force for two (2) years, "initial Term". The Commonwealth at its sole discretion may extend this Agreement for three (3) additional one (1) year periods. The Commonwealth will issue a written notification to the Contractor stating the extension period, 30 days prior to the expiration of any current Term.

30. INTERPRETATION OF AGREEMENT

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this document; (2) all executed Orders and Attachments referencing this Agreement; (3) the Contractor's response to Invitation for Qualification ("IFQ") #2004-13 dated _____ __, 2003; and (4) the Commonwealth's IFQ. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

31. DELIVERY DATE

The Contractor shall deliver the Products within ten (10) calendar days ARO. If delivery of all Products is not completed within ten (10) calendar days after receipt of order by the contractor or Contractor has a history of late deliveries beyond the requirement of twenty-one days, the Commonwealth may, at its sole discretion, cancel the Agreement without further obligation and or the Authorized User may cancel the individual Order. The Commonwealth may postpone any

delivery date by notifying the Contractor at least three (3) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

32. DELIVERY AND SHIPPING REQUIREMENTS

All shipments will be F.O.B. Delivered to the specified location, and all pricing will include shipping charges to be borne by the Contractor, except as defined below. Contractor(s) is responsible for filing and expediting all freight claims with the carrier. The Contractor will pay title and risk of loss or damage charges. Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior written approval only). Rush delivery that occurs as a result of the Contractor's error will be free of charge.

Standard Order Quantities are defined in the Bid Confirmation Report. For orders less than the Standard Order Quantity, the Contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment. If a Contractor makes partial shipments that are less than the standard order quantity (e.g. due to supplier stockout), those shipments shall be made F.O.B. Destination with no freight/shipping and/or handling charges.

Shipping: A packing label will be on each box and include the following items, visible on the outside of the box:

- Authorized User
- Address
- Department and floor
- Contact Name
- Telephone number

A packing slip will also be included with each shipment, which will include at least the following information in no particular order:

- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back order items
- Unit Price
- Number of parcels
- Purchase Order Number
- Agency name and department
- F.O.B. (destination)
- All information contained on the packing label

33. PRODUCT AVAILABILITY

There shall be no cancellation of products used without an equal and acceptable replacement approved by the designated Commonwealth of Virginia representative during the term of the agreement. Contractors shall communicate manufacturer's discontinuation of any products to the Commonwealth in writing within five (5) business days. In such instances, Contractors will work with the contract officer(s) to identify and implement alternative options that will maintain

or reduce costs associated with the replacements. Contractors will be prepared to offer detailed quarterly reports if requested by the Commonwealth, displaying removed SKUs off of contract list and suggested replacements. Contractors will offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price.

34. POST-ORDER CUSTOMER SERVICE

The Contractor(s) shall provide all of the designated Authorized Users a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative will be available during Contractor's operating hours. All service representatives will have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State-wide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or email (local or 800 # preferred).

35. RISK OF LOSS

The Contractor shall have the risk of loss or damage to all equipment until clear and unrestricted title to such equipment is transferred to the Commonwealth.

36. TITLE TO EQUIPMENT

Clear and unrestricted title to all products purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

37. ACCEPTANCE AND COMPLIANCE WITH SPECIFICATIONS

All Products are subject to inspection by Authorized Users, and any that do not meet or exceed the specifications or other requirements of the Contract may be rejected. The Authorized Users shall be given five (5) business days from delivery by the Contractor to evaluate and accept products delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the five (5) day period). If the Contractors products fail to meet the Contract specifications or other requirements, including the specifications of the brand name, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Such rejection will terminate the order and exempt the Authorized User from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment, however, acceptance by the Authorized User following evaluation during the five (5) day period shall not be conclusive that the products in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the Authorized User after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the products to the Contract specifications and other requirements, including but not limited to modification or replacement

of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled 'Termination and Cancellation' in addition to and not in lieu of any other remedies available under Virginia law.

38. GUARANTEE (WARRANTY)

Contractor will provide warranty services (media replacement and transportation) for a period of not less than 90 calendar days or such greater period as may be provided by OEM's Standard Warranty, whichever is greater, beginning on the date of acceptance, at no cost to the Authorized User. Contractor shall act as sole point-of-contact for all units repaired under warranty. The Contractor shall provide the Commonwealth with designated points-of-contact and make arrangements to enable its warranty representative to receive such notification or other continuous telephone coverage to permit the Commonwealth to make such contact.

The Contractor(s) is to agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified. Cost of shipping includes but is not limited to, costs of packaging, transportation, and insurance for damage or loss.

39. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate the Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the Contractor shall fail to deliver the products required by this Contract or (b) the Contractor shall repeatedly fail to respond to requests for warranty services within the time limits set forth in the Contract or (c) the Contractor shall breach any of the other terms set forth within this agreement or (d) the Contractor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor fails to answer the cure notice, or does not correct the deficiencies noted, the Commonwealth may immediately terminate the agreement for default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this agreement.

40. RETURN OF PRODUCT

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Authorized Users, be returned to the Contractor's warehouse at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once contractor receives returned goods.

41. PRICE ADJUSTMENTS

The online reverse auction determines the price to the Commonwealth for Storage Media at the onset of the contract. Over the life of the contract, Contractor will make price adjustments based on the resulting bids' variance to the following index(es): _____ as defined in the Bid Confirmation Report.

The percentage-variance reported in the Bid Confirmation Report will be maintained, for each individual product, throughout the life of the contract. Price adjustments will be made at the beginning of each calendar quarter, beginning with the first calendar quarter following execution of the contract. On the first business day of the first month of each calendar quarter, the Contractor will submit to VITA a report which indicates the price for the subsequent calendar quarter, based on the most recent index price and the percent-variance submitted after the reverse auction. This report will include the following fields, at a minimum:

- Date
- Effective Calendar Quarter
- Product Manufacturer
- Manufacturer Product #
- Supplier Product #
- Product Description
- Original Bid Price (from auction)
- Original Index Price
- % Variance from Index
- Current (most recent) Index Price
- Current Price (for forthcoming calendar quarter)

42. eVA CATALOG IMPEMENTATION

Contractor shall complete any and all actions necessary to enter either a Contract Catalog or a Punch-Out Catalog into the eVA system within 30 days of contract award. In the event that neither of the above catalog types has been successfully entered into the eVA system by the end of the 30th calendar day after award, VITA reserves the right, but not the obligation, to assist the contractor with catalog creation activities or to directly perform catalog creation activities on behalf of the contractor. The contractor agrees to reimburse VITA Supply Chain Management (SCM) for any and all documented expenses incurred in assisting the contractor with catalog creation activities, or directly performing catalog creation activities. Contractor further agrees to make available, in a timely manner, any and all relevant information SCM may request from contractor.

Contractor's payment(s) for SCM's invoiced expenses must be received by SCM within 10 calendar days of contractor's receipt of documented expenses. SCM's daily expenses shall not exceed $2000 for any twenty four (24) hour period. SCM shall continue to assist with catalog creation or directly perform catalog creation activities until such time as one of the catalog types has been successfully entered into the eVA system, or until 60 calendar days after contract award. On the 61st day after award of a contract, if one of the catalog types has not been successfully entered into the eVA system, or if any of the required reimbursement payments have not been submitted in a timely manner, the contractor shall be in breach of this Agreement.

ATTACHMENT "A"
TO
IFRAB 2004-13

ADHERENCE TO TERMS AND CONDITIONS

The undersigned certifies that the Supplier agrees to all Mandatory Terms and Conditions, Section VI, as defined in IFRAB #2004-13 for Storage Media. If Supplier is awarded a contract as a result of a reverse auction conducted in conjunction with IFRAB 2004-13, any resulting contract will be subject to the Mandatory Terms and Conditions indicated in IFRAB #2004-13, in Section VI. In addition, the undersigned certifies that the Supplier understands and agrees to all statements contained in Section III – Reverse Auction Process Overview, Reverse Auction Process Detail, Reverse Auction Bidding Rules, and Reverse Auction Structure and Section I - Introduction.

Signature: _____

Printed Name: GARY RAYLE

Supplier Name: CS BUSINESS SYS

Date: 1/20/04

ATTACHMENT "B"
TO
IFRAB 2004-13

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Printed Name: Gary Ryer

Organization: CS Business Sys

Date: 1/20/04

ATTACHMENT C - Pricing

CONTRACT VA-040320-CSBS -

CSBS Bid Confirmation Report 2/5/2004

Bid Item #	Manufacturer	Manufacturer Product #	Final BID Price ($/UOM)	Standard Order Quantity	Index Title	Initial Index Date	Index Price	CALCULATED CONTRACT DISCOUNT
22	IBM	816663	$ 79.50	10	IBM MSRP	1/20/200	$ 89.70	11%
28	IBM	05H4435	$ 44.85	1	IBM MSRP	1/20/200	$ 63.83	30%
32	Maxell	186592	$ 10.26	1	Maxell MSRP	1/20/200	$ 18.29	44%
								v
								v

Award Pricing Update 3/9/2004

Bid Item #	Manufacturer	Manufacturer Product #	NEW CONTRACT PRICE ($/qty.1)	Standard Order Quantity	Updated Index Title	Updated Index Date	Updated Index Price	CALCULATED CONTRACT DISCOUNT
22	IBM	816663	$ 79.50	10	Imation GSA GS-14F-8853B	3/9/204	$ 79.79	0.359%
28	IBM	05H4435	$ 44.85	1	Imation GSA GS-14F-8853B	3/9/204	$ 43.89	-2.190%
32	Maxell	186592	$ 10.26	1	Titan GSA GS-14F-0043L	3/9/204	$ 13.85	25.888%
								v
								v

Quarterly Pricing Update 6/1/2004

Bid Item #	Manufacturer	Manufacturer Product #	NEW CONTRACT PRICE ($/qty.1)	Standard Order Quantity	Index Title	Updated Index Date	Updated Index Price	FIXED CONTRACT DISCOUNT
22	IBM	816663	$ -	10	Imation GSA GS-14F-8853B	3/9/204		0.359%
28	IBM	05H4435	$ -	1	Imation GSA GS-14F-8853B	3/9/204		-2.190%
32	Maxell	186592	$ -	1	Titan GSA Gs-14F-0043L	3/9/204		25.888%

Cell: F11
Comment: John Tackley:
Index changed from IBM MSRP to:
Imation
GSA-GS-14F-8853B

Cell: F12
Comment: John Tackley:
Index changed from IBM MSRP to:
Imation
GSA-GS-14F-8853B

Cell: F13
Comment: John Tackley:
Index changed from Maxell MSRP to:
Titan GSA GS-14F-0043L

Cell: D17
Comment: John Tackley:
Formula:
New Contract Price = Updated Index Price - (Updated Index Price * Fixed Contract Discount)

Cell: D18
Comment: John Tackley:
Formula:
New Contract Price = Updated Index Price - (Updated Index Price * Fixed Contract Discount)

Cell: D19
Comment: John Tackley:
Formula:
New Contract Price = Updated Index Price - (Updated Index Price * Fixed Contract Discount)

Supplier Name:
Contact Name:

Supplier Instructions: In order to complete the Bid Confirmation Report, Bidder shall complete columns Q through X, (yellow) for all products that were bid upon during the auction. Columns Q, R, S, and T should calculate automatically from Appendix B, so suppliers may choose to input the final price in Appendix B or Appendix C. Supplier must ensure that the final price offered is indicated in Appendix C. Suppliers must also indicate which index will be used to govern price movements, and the Index Date and Price, as described in the IFRAB Word Doc. The "Variance to Index" will calculate automatically. This Report should be e-mailed and faxed (signed copy) within 4 hours of the conclusion of the auction. A signed copy should also be mailed to John Tackley, to be received within 5 days of the conclusion of the auction.

PRODUCT INFORMATION

Category	Lot #	Item #	Compressed Capacity	Native Capacity	Tape Width	Recording Standard	Cartridge Type	Tape Length	Sample Product(s): Manufacturer	Sample Product(s): Manufacturer Product #	Other Acceptable Brands	UOM	Historic Annual Quantity
DLT	1	1	30 GB	15 GB	.5"	DLT2000/TK85XT	3 - XT	1828'	MAXELL	183570	FUJI HP IBM IMATION QUANTUM SONY VERBATIM ADIC	Each	531
DLT	1	2	20 GB	10 GB	.5"	DLT2000/TK85	3	1200'	MAXELL	183670	FUJI HP IBM IMATION QUANTUM SONY VERBATIM	Each	36
[illegible]	1	3	80 GB	40 GB	.5"	DLT8000	4		FUJI HP IMATION QUANTUM MAXELL VERBATIM	26112068 C5141F 42337 THXKD-02 183270 93256	IBM SONY ADIC STORAGETEK TANDBERG	Each	9,052
SDLT	1	4	220GB	110 GB		SDLT220	1		FUJI HP IMATION QUANTUM MAXELL	2630001 C7980A 16260 MR-SAMCL-01 183700	IBM SONY VERBATIM TANDBERG ADIC STORAGETEK	Each	2,211
LTO	1	5	200 GB	100 GB	.5"	LTO Ultrium	1		HP IBM IMATION MAXELL SONY TDK	C7971A 08L9120 41089 183800 LTX100G D2404-100	EXABYTE FUJI VERBATIM TANDBERG EMTEC ADIC QUANTUM SEAGATE STORAGETEK	Each	1,583
LTO	1	6	400 GB	200 GB	.5"	LTO Ultrium	2		HP	C7972A	EXABYTE FUJI IBM IMATION MAXELL SONY VERBATIM TANDBERG EMTEC QUANTUM TDK ADIC STORAGETEK	Each	620
Tape Drive Cleaners	1	7	N/A	N/A	.5"	LTO Ultrium Universal Cleaning	50 cleans		IMATION MAXELL [illegible]	15931 [illegible]	VERBATIM TANDBERG EMTEC ADIC QUANTUM SEAGATE TDK STORAGE TEK	Each	336
Tape Drive Cleaners	1	8	N/A	N/A	.5"	DLT Cleaning Tape	20 cleans		IMATION MAXELL QUANTUM	12919 183770 THXHC-02	HP IBM TANDBERG VERBATIM ADIC STORAGE TEK	Each	357
Tape Drive Cleaners	1	9	N/A	N/A		SDLT Cleaning Tape			MAXELL	183710	FUJI HP IBM IMATION ADIC QUANTUM STORAGE TEK	Each	86
8MM	2	10	70GB	35 GB	8MM	AIT	1	230m	HP	402371-821 (Q1997A)	IMATION SONY ADIC	Each	1,424
8MM	2	11	100GB	50 GB	8MM	AIT	2	230m	SONY IMATION	SDX2-50C 41467	IBM ADIC HP	Each	950
8MM	2	12	260 GB	100 GB	8MM	AIT	3 w/ MIC	230m	SONY	SDX3-100C	IBM MAXELL SONY IMATION HP	Each	131
[illegible]	2	13	40 GB	20 GB	8MM	MAMMOTH		170m	SONY EXABYTE	QGD-170ME 312269	IMATION MAXELL IBM VERBATIM	Each	705
[illegible]	2	14	150 GB	60 GB	8MM	MAMMOTH	2	225M	EXABYTE MAXELL	00558 151230	IBM SONY IMATION	Each	506
8MM	2	15	5GB	2.3 GB	8MM	AIT		112m	VERBATIM	87698	EXABYTE IBM IMATION MAXELL SON TDK FUJI	Each	N/A
4MM	2	16	8 GB	4 GB	4MM	DDS	2	120m	SONY HP MAXELL	DGD120P C5707A [illegible]	EXABYTE FUJI IBM IMATION SEAGATE TDK VERBATIM ADIC	Each	741
4MM	2	17	24 GB	12 GB	4MM	DDS	3	125m	IBM MAXELL SONY	59H3465 20025 [illegible]	FUJI IMATION SEAGATE VERBATIM ADIC	Each	2,498
4MM	2	18	40 GB	20 GB	4MM	DDS	4	150m	HP IMATION MAXELL	C5718A 40963 200026	IBM SEAGATE VERBATIM	Each	3,722
TRAVAN	2	19	8GB	4 GB		TRAVAN - NS8	4	740'	IMATION SONY	46214-0 SONQTRNS8	HP SEAGATE	Each	82
TRAVAN	2	20	20GB	10 GB		TRAVAN - NS20	5	740'	IMATION SEAGATE	12115 STTM20	HP IBM SONY	Each	118
MAGSTAR/ 3570/3590	2	21		10 GB		3590		1050'	IMATION	43832	IBM EMTEC	Each	330
MAGSTAR/ 3570/3590	2	22	21 GB	7 GB		3570	C-XL	745'	IBM	086663	IBM	Each	163
MAGSTAR/ 3570/3590	2	23		20 GB		3590E	J	2070	IMATION IBM	40852 05h3186	EMTEC	Each	2,749
3480/3490	2	24		200MB	.5"	3480		575'	IMATION	12514	IBM EMTEC BASF	Each	3,297

BID CONFIRMATION REPORT

Manufacturer	Manufacturer Product #	Final Price ($/UOM)	Standard Order Quantity	Index Title	Initial Index Date	Index Price	Variance to Index
MAXELL	183570	36.75	1				#DIV/0!
VERBATIM	93254	29.8	1				#DIV/0!
SONY	DL4TK88/2	29.55	1				#DIV/0!
IMATION	16260	63.33	1				#DIV/0!
VERBATIM	93827	32.95	1				#DIV/0!
HP	C7972A	78.96	1				#DIV/0!
IMATION	15931	53.45	1				#DIV/0!
MAXELL	183770	31.5	1				#DIV/0!
IMATION	16332	64.45	1				#DIV/0!
HP	Q1997A	42.5	1				#DIV/0!
IMATION	41467	47.88	1				#DIV/0!
SONY	SDX3-100C	81.37	1				#DIV/0!
SONY	QGD-170ME	44.9	1				#DIV/0!
EXABYTE	888	72	1				#DIV/0!
VERBATIM	87698	2.96	1				#DIV/0!
MAXELL	200110	4.15	1				#DIV/0!
FUJI	26047306	4.25	1				#DIV/0!
VERBATIM	93829	3.95	1				#DIV/0!
IMATION	46214	24.25	1				#DIV/0!
IMATION	12115	25.2	1				#DIV/0!
IMATION	43832	26.5	1				#DIV/0!
IBM	086663	79.5	10	mfg list	02/05/2004	$ 89.70	11%
IMATION	40852	59.45	1				#DIV/0!
IMATION	11658	4.2	1				#DIV/0!

ATTACHMENT D
IFRAB 2004-13 Bid Confirmation Report
Contract VA-040320-CSBS
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PRODUCT INFORMATION

Category	Lot #	Item #	Compressed Capacity	Native Capacity	Tape Width	Recording Standard	Cartridge Type	Tape Length	Sample Product(s) Manufacturer	Sample Product(s) Manufacturer Product #	Other Acceptable Brands	UOM	Historic Annual Quantity
3480/3490	2	25		800 MB	.5"	3490E		1100'	IMATION	42473	IBM IMATION EMTEC BASF	Each	173
9840/9940	2	26	80 GB	20 GB	.5"	9840		274 m	IMATION STORAGETEK	91270 MED9840-001		Each	N/A
9840/9940	2	27	240 GB	80 GB	.5"	9940			IMATION STORAGETEK	41333 MED9940-001		Each	N/A
Tape Drive Cleaners	2	28	N/A	N/A	.5"	3590 Cleaning	100 cleans		IBM	05H4435	IMATION EMTEC	Each	33
Tape Drive Cleaners	2	29	N/A	N/A		Travan and Travan NS Cleaning Tape			IMATION	12132	IBM IMATION SEAGATE VERBATIM	Each	20
Tape Drive Cleaners	2	30	N/A	N/A	4MM	Cleaning Tape (DAT and DDS)	50 passes		HP IBM IMATION	C5709 21F8763 45382	SEAGATE VERBATIM TDK	Each	274
Tape Drive Cleaners	2	31	N/A	N/A	8MM	AIT Cleaning			HP SONY	402374-821 SDX1-CL	ADIC IBM	Each	68
Tape Drive Cleaners	2	32	N/A	N/A	8mm	AME/Mammoth Cleaning	20 passes		EXABYTE	315205	IBM MAXELL SONY VERBATIM IMATION	Each	152

Signature: _____

Print Name: G RAYER

Title: Sr ACCOUNT REP

Date: 2/5/04

BID CONFIRMATION REPORT

Manufacturer	Manufacturer Product #	Final Price ($/UOM)	Standard Order Quantity	Index Title	Initial Index Date	Index Price	Variance to Index
IMATION	42473	8.55	1				#DIV/0!
IMATION	91270	70.5	1				#DIV/0!
IMATION	41333	89.26	1				#DIV/0!
IBM	05H4435	44.65	1	mfg list	02/05/2004	$ 63.83	30%
IMATION	12132	20.75	1				#DIV/0!
FUJI	26049006	3.65	1				#DIV/0!
SONY	SDX3-100C	25.5	1				#DIV/0!
MAXELL	186592	10.26	1	mfg list	02/04/2004	$ 18.29	44%

ATTACHMENT D
IFRAB 2004-13 Bid Confirmation Report
Contract VA-040320-CSBS
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Your search on '08L6663' produced 5 results

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Items 1-5 of 5 Volume discount Sort By: Most Relevant Go!

NSN/Mfr. Part No	Product	Price / DeliveryQ
08L6663	**08L6663** ** FREE SHIPPING ** 08L6663 3570XL Magstar MP (7 GB) Fast Access Linear Tape Cartridge (10/ Pkg) (Model C Drive) 08L6663 [More product details] Manufacturer: IBM Contractor: TITAN TECHNOLOGIES, INC. [GS-14F-0045M] (s b w)	**$1,145.21** EA 2 Days Additional Sources
08L6663	**3570XL TAPE CARTRIDGE** 3570XL Magstar MP Fast Access Linear Tape Cartridge- 7GB. Sold in case quantities 10 cartridges per case. [More product details] Manufacturer: IBM Contractor: IMATION CORP [GS-14F-8853B] (o b)	**$79.79** EA 7 Days Additional Sources
08L6663	**TAPE BACKUP FAST ACCESS 3570XL** TAPE BACKUP FAST ACCESS 3570XL [More product details] Manufacturer: DIGITAL STORAGE, INC Contractor: STAPLES NATIONAL ADVANTAGE [GS-14F-0036K] (o b)	**$100.01** EA 1 Days
IBM-08L6663	**1/2" TAPE CARTRIDGES, 3570XL TAPE CARTRI** 1/2" Tape Cartridges. High quality and reliability from a time proven and innovative tape technology leader. Certified for use with IBM hardware using a common ..... [More product details] Manufacturer: IBM CORPORATION Contractor: RELYCO SALES INC. / DBA RECYCLEFIRS [GS-02F-0158N] (s b)	**$135.17** EA 7 Days

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NSN/Mfr. Part No	Product	Price / DeliveryQ
05H4435	**05H4435**	**$60.16** EA 2 Days Additional Sources

** FREE SHIPPING ** 05H4435 3590/ 3590E Cleaning Cartridge (100 Cleanings) (10 Ctgs/ Ctn) 05H4435 [More product details]

Manufacturer: IBM
Contractor: TITAN TECHNOLOGIES, INC.
[GS-14F-0045M] (s b w)

IBM-05H4435 **1/2" TAPE CLEANING CARTRIDGES, 3590 TAPE** **$74.12** EA 7 Days

1/2" Tape Cleaning Cartridges. IBM media for IBM drives3590 Cleaning Cartridge100Pass [More product details]

Manufacturer: IBM CORPORATION
Contractor: RELYCO SALES INC. / DBA RECYCLEFIRS
[GS-02F-0158N] (s b)

05H4435 **CLEANING CARTRIDGE** **$43.89** EA 7 Days Additional Sources

3590/3590E Cleaning Cartridge (100 uses max.). Sold in case quantities of 10 cartridges per case. [More product details]

Manufacturer: IBM
Contractor: IMATION CORP
[GS-14F-8853B] (o b)

05H4435 **SUPPLIES PRINT** **$61.10** EA 3 Days Additional Sources

NEW 3590/3590E Cleaning Cartridge (100 Cleanings) (10/Ctn) [More product details]

Manufacturer: IBM
Contractor: FIRST CHOICE SALES AND SERVICE
[GS-14F-0051L] (s d 8a)

ATTACHMENT E
Index Price Documents
Contract VA-040320-CSBS
Titan GSA GS-14F-0043L
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Items 1-16 of 16 Volume discount **Sort By:** Most Relevant Go!

NSN/Mfr. Part No	Product	Price / DeliveryQ
186592	**186592**	**$13.85** EA 2 Days Additional Sources

** FREE SHIPPING ** 186592 8 mm Helical Scan Cleaning Cartridge (20 Cleanings) (10/ Box) 186592
[More product details]

Manufacturer: MAXELL
Contractor: TITAN TECHNOLOGIES, INC.
[GS-14F-0045M] (s b w)

186592 **MAXELL 186592 8MM DATA TAPE HS-8/CLEANER** **$10.15** EA
7 Days
Additional Sources

Maxell 186592 8MM Data Tape HS-8/Cleaner [More product details]

Manufacturer: MAXELL
Contractor: MYCOOLGIFT.COM
[GS-14F-0043L] (s b w)

SPR MAXHS-8/CL **RTDG,CLEAN,8MM,#186592** **$15.29** EA
2 Days

RTDG,CLEAN,8MM,#186592 COMPUTERMEDIA,DATA CRTG,8MM [More product details]

Manufacturer: SP RICHARDS
Contractor: KIPPER TOOL
[GS-02F-0056P] (s b w)

MAXHS8CL **CRTDG,CLEAN,8MM,#186592** **$14.98** EA
2 Days
Additional Sources

The 8MM cleaning cartridge is designed specifically for Helical Scan systems. [More product details]

Manufacturer: MAXELL CORP. OF AMERICA
Contractor: Future Solutions, Inc.
[GS-14F-0013M] (s d w 8a)