

AGREEMENT

**29257**

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3 THIS AGREEMENT is made and entered, in duplicate, as of August 4, 2005  
4 for reference purposes only, pursuant to Resolution No. RES-05-0069 adopted by the City  
5 Council of the City of Long Beach at its meeting on August 2, 2005, by and between  
6 GOVERNMENT TECHNOLOGY SERVICES, INC., a Delaware corporation, located at  
7 3901 Stonecroft Boulevard, Chantilly, Virginia ("Contractor"), and the CITY OF LONG  
8 BEACH ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City  
10 to make purchases under the purchasing contracts of other governmental agencies when  
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires to purchase electronic safety equipment; and

13 WHEREAS, the County of Fairfax, Virginia has an existing contract for the  
14 purchase of this equipment from Contractor which has been designated as Contract  
15 Number RQ03-605674-16A ("Fairfax Contract"), is attached as Exhibit "A" to this  
16 Agreement (consisting of 26 pages), and is incorporated by this reference; and

17 WHEREAS, Resolution No. RES-05-0069 authorizes the City Purchasing  
18 Agent to purchase this equipment from Contractor by virtue of the Fairfax Contract;

19 NOW, THEREFORE, in consideration of the terms and conditions contained  
20 herein, the parties agree as follows:

21 1. The Fairfax Contract with Contractor is hereby incorporated herein by this  
22 reference as if fully set forth herein, and the same terms and conditions contained in the  
23 Fairfax Contract shall be applicable here except as follows:

24 a. Wherever the Fairfax Contract refers to the County of Fairfax, Virginia, it  
25 shall be deemed to refer to the City of Long Beach;

26 b. Contractor shall sell, furnish and deliver to the City equipment of  
27 substantially the same type and kind purchased by the County of Fairfax, Virginia and on  
28 the same terms and conditions offered to the County of Fairfax, Virginia, except as  
modified by mutual agreement between the City of Long Beach and Contractor, ordered

Robert E. Shannon  
City Attorney of Long Beach  
33 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 by the City not to exceed \$2,494,877.05, plus tax. To the extent that the Fairfax Contract  
2 and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement  
3 and (2) the Fairfax Contract.

4 c. Payment for the equipment purchased from Contractor by City shall be  
5 made by the City on delivery to and acceptance of the equipment by the City and submittal  
6 of an Invoice to the City. Payment is due thirty (30) days after the date of the invoice.

7 2. Neither this Agreement nor any money that becomes due to Contractor  
8 hereunder may be assigned by Contractor without the prior written consent of the City  
9 manager or his designee.

10 3. Any notice given under this Agreement shall be in writing and personally  
11 delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or  
12 mailed to Contractor at the relevant address first stated above, and to the City at 333 West  
13 Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.

14 4. The terms appearing on the back of City's Purchase Order are  
15 incorporated herein. If there is a conflict between this Agreement or the City's Purchase  
16 Order and the Fairfax Contract, then this Agreement and the City's Purchase Order shall  
17 govern. Contractor is called "Vendor" in the City's Purchase Order.

18 5. Contractor shall cooperate with the City in all matters relating to taxation  
19 and the collection of taxes, particularly with respect to the self-accrual of use tax.  
20 Contractor shall cooperate as follows: (i) for all leases and purchases of materials,  
21 equipment, supplies, or other tangible personal property totaling over \$100,000 shipped  
22 from outside California, a qualified Contractor shall complete and submit to the appropriate  
23 governmental entity the form in Appendix "A" attached hereto; and (ii) for construction  
24 contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-  
25 permit from the California Board of Equalization for the Work site. "Qualified" means that  
26 the Contractor purchased at least \$500,000 in tangible personal property that was subject  
27 to sales or use tax in the previous calendar year.

28 In completing the form and obtaining the permit(s), Contractor shall use the

1 address of the Work site as its business address and may use any address for its mailing  
 2 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.  
 3 The form must be submitted and the permit(s) obtained as soon as Contractor receives a  
 4 Notice to Proceed. Contractor shall not order any materials or equipment over \$100,000  
 5 from vendors outside California until the form is submitted and the permit(s) obtained and,  
 6 if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor  
 7 shall make all purchases from the Long Beach sales office of its vendors if those vendors  
 8 have a Long Beach office and all purchases made by Contractor under this Contract which  
 9 are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach.  
 10 Contractor shall require the same form and permit(s) from its subcontractors.

11 Contractor shall not be entitled to and by signing this Contract waives any  
 12 claim or damages for delay against City if Contractor does not timely submit these forms  
 13 to the appropriate governmental entity. Contractor may contact the City's Director of  
 14 Financial Management, at (562) 570-6427 for assistance with the form.

15 IN WITNESS WHEREOF, the parties have caused this document to be duly

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Robert E. Shannon  
 City Attorney of Long Beach  
 333 West Ocean Boulevard  
 Long Beach, California 90802-4664  
 Telephone (562) 570-2200

1 executed with all formalities required by law as of the date first stated above.

2  
3 Aug 26, 2005

GOVERNMENT TECHNOLOGY SERVICES, INC., a Delaware corporation

By [Signature]  
SV President / CFO  
Thomas A. Nutryn  
(Type or Print Name)

5 \_\_\_\_\_, 2005

By \_\_\_\_\_  
Secretary  
\_\_\_\_\_  
(Type or Print Name)

8 "Contractor"

9  
10 9/12/, 2005

CITY OF LONG BEACH, a municipal corporation

By [Signature]  
City Manager

11 "City"

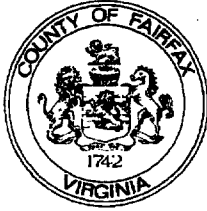
14 This Agreement is approved as to form on 8/30, 2005.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Senior Deputy

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

26 DFG:dfe 08/18/05(AGR\_PurchaseElectronicSafetyEquip-GovernmtTechSvs) #05-02191  
27 L:\APPS\CityLaw32\WPDOCS\ID018\004\00078428.WPD



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

www.co.fairfax.va.us/dpsm

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

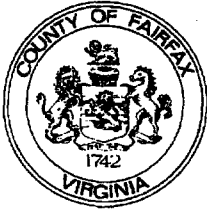
## AMENDMENT TO NOTICE OF AWARD

**SUBJECT:** Computers: Brand Name, Peripherals, Software, and Related Services

**CONTRACT NUMBER:** RQ03-605674-16A

The Contract and Products Lists has been revised to add the following manufacturers and discounts:

Manufacturer	Product Class	Discount off List
Internet Security System	Services	8%
	Software	25%
	Hardware	15%
Commvault, Inc.	Software	20%
Cybex	Hardware	20%
<i>(Ref: GTSI's letter dated 6/9/03)</i>		
Microsoft	Disk and Docs	10%
	Upgrade Advantage	10%
	Licenses	10%
<i>(Ref: GTSI's letter dated 6/424/03)</i>		
Info-Cop	Software: All Products	15%
Crucial	Memory: All Products	22%
<i>(Ref: GTSI's letter dated July 17, 2003)</i>		
Defense Group, Inc.	Software: All Products	10% (from single source award)
Airlink	All Products	10% (from single source award)
<i>(Ref: GTSI's letter dated July 25, 2003)</i>		



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

[www.co.fairfax.va.us/dpsm](http://www.co.fairfax.va.us/dpsm)

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

Date: July 24, 2003

## Revised NOTICE OF AWARD OF CONTRACT

**SUBJECT:** Computers: Brand Name, Peripherals, Software, and Related Services

**CONTRACT NUMBER:** RQ03-605674-16A

**COMMODITY CODE:** 3573, 3577 & 7374

**CONTRACT PERIOD:** May 1, 2003 through April 30, 2006

**RENEWALS:** 3-1 Year renewals (Paragraph 25 of the Special Provisions)

**SUPERSEDES CONTRACT:** RQ00-341360-16A-G

**CONTRACTOR:**

A – GTSI Corp.  
3901 Stonecroft Boulevard  
Chantilly, Virginia 20151-1010

Contact: Pete Rivers/Steve Hammond  
Telephone: (800) 681-2378  
Website: [www.gtsi.com/uscommunities](http://www.gtsi.com/uscommunities)

**VENDOR CODE:**

B541248422 02

**DISCOUNTS:** See Attached for discounts per manufacturer

**DPSM CONTRACTUAL CONTACT:**

Lounette Robinson, CPPB  
Telephone Number: (703) 324-3281  
E-mail: [lonnette.robinson@fairfaxcounty.gov](mailto:lonnette.robinson@fairfaxcounty.gov)

**SPECIAL INFORMATION AND INSTRUCTIONS FOR FAIRFAX COUNTY AGENCIES ONLY:**

A purchase order will be issued by the Department of Purchasing and Supply Management to the Contractor for each County Agency utilizing this contract. The purchase order will cite the period of time and will indicate an agency authorization order code to be used when ordering to identify those County employees who are authorized to place orders/calls.

Those agencies appearing on the Distribution List, who require the items and/or services covered by this contract, and who have not already done so, shall prepare and enter into CASPS (County and Schools Procurement System) a purchase requisition indicating the period of time to be covered within the life of the contract; listing the names of the County employees authorized to place orders; and the purchase requisition shall be annotated with the contract number.

A Purchase Order (PO) Supplement may be prepared after issuance of the purchase order, by an agency desiring to:


- a. Change period of time.
- b. Cancel the purchase order.

The PO Supplement must be entered into CASPS and reserved into the ONLINE FAMIS System by the agency prior to the Purchasing Branch taking any action.

The time, place, and other requirements for delivery of supplies and/or performance of services shall be as agreed between the County employee authorized to place orders and the Contractor.

Inspection of supplies delivered and services performed and entering receipt activity into CASPS along with necessary documents are promptly forwarded to the Office of Finance, are the responsibilities of the ordering agency.

Items NOT covered by this contract MUST be requested on a separate purchase requisition.

  
for Cathy A. Muse, CPPO  
Director/County Purchasing Agent

**DISTRIBUTION:**

Contract Administrator

Contractor

DPSM – Kathy Stanley

DIT – Cathy Cantor

DAHS – Contract Section

FCPS/GS – Patti Carlin

**US Communities**

2175 North California Blvd.

Suite 550

Walnut Creek, California 94596

DPSM – Systems Administration Section

DPSM – Mable McCarthy

Control Copy

DIT – Jeff Porter

Park Authority – Contract Section

FCPS/IT (Woodson) – Michele Adams

**NACo**

440 First Street, N.W.

Washington, DC 20001-2080

**ACCEPTANCE AGREEMENT &  
MEMORANDUM OF NEGOTIATIONS (MON)**



**FAIRFAX  
COUNTY****DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT**  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013[www.co.fairfax.va.us/dpsm](http://www.co.fairfax.va.us/dpsm)

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

MAR 25 2003

GTSI Corp.  
3901 Stonecroft Blvd.  
Chantilly, VA 20151

Attention: Dendy Young, Chairman &amp; CEO

Subject: Acceptance of Contract Award

Reference: RFP03-605674-16; Computers, Brand Name, Peripherals, Software, and Related Services

**ACCEPTANCE AGREEMENT**

Award is hereby made on March 27, 2003, to GTSI Corp., for the term from May 1, 2003 through April 30, 2006 for Computers, Brand Name, Peripherals, Software, and Related Services in accordance with:

- 1) This Acceptance Agreement;
- 2) The terms and conditions of RFP03-605674-16;
- 3) Memorandum of Negotiations;
- 4) This contract hereafter shall be known as RQ03-605674-16A

Other representations:

This is not an order; Purchase Order or other notice to proceed will follow. All prior representations and additional or inconsistent oral or written statements are superceded, null and void. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at [fairfaxcounty.gov/dpsm/contracts.htm](http://fairfaxcounty.gov/dpsm/contracts.htm).

**County Purchasing Agent:**

Cathy Muse, CPPO

**Memorandum of Negotiations for RQ03-605674-16A  
Computers, Brand Name, Peripherals, Software, and Related Services**

Fairfax County (hereinafter called the County) and GTSI Corp (hereinafter called the Contractor) hereby agrees to the following in execution of Contract RQ03-605674-16A.

The Contract incorporates the documents listed below. In the event of a conflict between the terms and conditions of the documents, the order of precedence will be:

- This Memorandum of Negotiations
- Administrative Agreement (Attachment 1)
- GTSI's response dated February 28, 2003 to the County's letter dated February 21, 2003.
- GTSI's response dated February 6, 2003 to the County's letter (additional supplemental questions) dated January 28, 2003.
- GTSI's response dated January 10, 2003 to the County's letter (supplemental questions) dated December 31, 2002.
- GTSI Corp's Technical and Business Proposals dated November 4, 2002
- Any subsequent amendments to the contract mutually agreed upon in writing between the County and GTSI Corp
- The Request for Proposal (RFP), as issued to include any addenda

Accepted by:

  
\_\_\_\_\_  
Dendy Young, Chairman & CEO  
GTSI Corp

3/20/03  
Date

  
\_\_\_\_\_  
Cathy A. Muse, CPPO, Director  
Department of Purchasing & Supply Management

3/25/03  
Date

## **PRODUCT LISTING & DISCOUNTS**

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
3COM	NW Hardware: Ethernet FireWire DESKTOP CLT LIC FireWire 10/100 PCCARD 3XP FireWire DT and SVR PCI	8%
	NW Hardware: EtherLink NICs, Office Ethernet Hubs	23%
	NW Hardware: EtherSwitch, SuperStack III products	32%
	NW Hardware: SSII ADVANCED RPS	36%
	NW Hardware: SSII Hubs	39%
3M OFFICE AND VISUAL SYSTEMS	Supplies and Accessories	12%
	Services	12%
	Supplies and Accessories: AntiGlare Screens	27%
	Monitors: Projection Systems	37%
ACD SYSTEMS LTD.	Software: All products	37%
ACER AMERICA	Hardware: CPU Systems	7%
	Monitors: All products	7%
	Services	4%
	Storage: All products	7%
ACTIONTEC	Data Comm Hardware: All products	22%
	I/O Devices: All products	23%
	NW Hardware: All products	47%
	Supplies and Accessories	24%
ADAPTEC	Input Devices: All products	17%
ADC KENTROX	Supplies and Accessories: Cables	12%
	NW Hardware: All products	12%
ADC TELECOMMUNICATIONS	Software: All products	2%
	Supplies and Accessories: Cables	4%
	NW Hardware: All products	35%
ADDONICS	Supplies and Accessories: Cables	7%
	I/O Devices: All products	13%
	Storage: All products	13%
ADIC	Supplies and Accessories: Cables	22%
	Software: All products	20%
	Storage: All products	13%
	Supplies and Accessories	22%
ADOBE	Software:	5%
	Software: ACROBAT 5.0 UPG LIC-MAC	10%
	Software: PHOTOSHOP ELEMENTS-V1.0 M/W LIC TYPEMANAGER DLX V4.1-WIN LIC	15%
	Software: DIMENSIONS V3.0-MAC LIC UPG	35%
ADTRAN	Services	22%
	Data Comm Hardware: Aces	7%
	Data Comm Hardware: Tracer	12%
	NW Hardware: Misc.	7%
	NW Hardware: Total Access 1500	22%
	NW Hardware: Total Access 850	28%
	NW Hardware: IQ710	29%
	NW Hardware: NetVanta	32%
	NW Hardware: MX2800	33%
	Services	7%
Supplies and Accessories	27%	

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
ADVANCED MATRIX TECHNOLOGY	Supplies and Accessories	35%
	Printers: Dot Matrix	31%
	Printers: Other	36%
	Supplies and Accessories: Manuals	35%
AIRLINK	All Products	10%
ALADDIN	Software: All products	15%
ALCATEL INTERNETWORKING INC	Services	7%
	NW Hardware: All products	32%
	Software: All products	30%
ALLIED TELESYN	Supplies and Accessories: Cables	29%
	Supplies and Accessories: System Accessories	24%
	Data Comm Hardware: All products	29%
	NW Hardware: All products	42%
	Services	17%
ALLOT COMMUNICATIONS	Supplies and Accessories: Cables	27%
	NW Hardware: All products	27%
	Services	27%
	Software: All products	25%
ALTEC LANSING CONSUMER PRODUC	Multimedia: All Products	22%
ALTEON WEBSYSTEMS, INC.	NW Hardware: All products	22%
	Software: All products	20%
AMERICAN POWER CONVERSION(APC)	Services	4%
	Power Equipment: All products	12%
ANTEC	Power Equipment: All products	27%
	Storage: All products	22%
AOC INTERNATIONAL	Hardware: All products	22%
APPLE	Supplies and Accessories: Cables	5%
	Hardware: Systems (PowerMac, PowerBook, etc.)	12%
	Monitors: All products	12%
	Software: All products	3%
	Services: AppleCare	27%
	Storage: All products	10%
APRIVA INC	Scanners: All products	4%
	Supplies and Accessories	7%
ARTERA GROUP INC.	NW Hardware: All products	23%
	Services	23%
	Software: All products	21%
ASANTE	Data Comm Hardware: All products	16%
	NW Hardware: All products	12%
ASCEND COMMUNICATIONS INC.	Data Comm Hardware: All products	37%
	NW Hardware: All products	35%
	Software: VPN Firewall	24%
	Software: IPSEC Client	29%
	Software: NAVIS	35%
ATI TECHNOLOGIES INC	Hardware: All products	7%
ATTACHMATE/CROSSTALK	Services	8%
	Software: All products	4%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
ATTO TECHNOLOGY	Supplies and Accessories	22%
	Supplies and Accessories: Cables	12%
	NW Hardware: All products	26%
	Software: All products	25%
	Storage: All products	27%
AUTODESK	Software: AutoCAD	5%
	Software: Architectural Desktop, Mechanical Desktop, Land Desktop	10%
AVANTGO, INC.	Services	12%
	Software: All products	20%
AVAYA	Supplies and Accessories: Cables	31%
	Data Comm Hardware: All products	30%
	NW Hardware: Merlin Handset,	12%
	NW Hardware: SuperPipe,	23%
	NW Hardware: VSU-XXXX	28%
	NW Hardware: Cajun	29%
	NW Hardware: VPNMgr	31%
	NW Hardware: Partner Telset, Messaging	37%
	NW Hardware: IPOffice	38%
	NW Hardware: Partner ACS	43%
	NW Hardware: Merlin Message, Merlin Magic	47%
	Services: Tech Support	30%
	Software: All products	28%
AVERMEDIA	Hardware: All products	7%
AVERY	Supplies and Accessories	32%
AXIS COMMUNICATION INC.	Hardware: All products	7%
BATTERY	Supplies and Accessories	12%
BELKIN COMPONENTS	Supplies and Accessories	14%
BELL MICROPRODUCTS	Supplies and Accessories	4%
BEST DATA PRODUCTS	Data Comm Hardware: All products	12%
	Memory: All products	17%
	NW Hardware: All products	32%
BLACK BOX CORP	Supplies and Accessories	7%
BLUE RIDGE NETWORKS	Software: All products	10%
	Services	12%
BMC SOFTWARE	Software	20%
BORLAND	Software: All products	2%
BOUNDLESS TECHNOLOGIES	Input Devices: All products	21%
	Monitors: Terminals	12%
BRENTHAVEN COMPUTER CASES	Supplies and Accessories	47%
BROCADE COMMUNICATIONS	Services: Service Contracts	4%
	Services: Service Upgrades	12%
	NW Hardware: All products	22%
	Software: All products	20%
BROOKTROUT TECHNOLOGY	NW Hardware: TrueFax	12%
	NW Hardware: PriPCI	22%
	NW Hardware: TR114	24%
	NW Hardware: VantagePCI	27%
BROTHER	Services	4%
	Supplies and Accessories	17%
	Printers: All products	27%
	Software: All products	30%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
C D TECHNOLOGY	Supplies and Accessories	23%
CABLES TO GO	Supplies and Accessories	7%
CALDERA INTERNATIONAL	Software: All products	20%
CANARY COMMUNICATIONS	NW Hardware: SA XCVR, 10/100 Ethernet Switch	22%
	Data Comm Hardware: WDM 100MB FX/FX IN/OUT	36%
CANON USA DIGITAL HOME & PERS	Printers: All products	7%
	Monitors: Display Systems	12%
	Supplies and Accessories	12%
	Services	32%
CASE LOGIC	Supplies and Accessories	22%
CASIO, INC	Hardware: Handheld	4%
CASTELLE	Hardware: All Products	26%
CENTON - 3RD PARTY MEMORY	Memory: All products	4%
CENTURY SOFTWARE	Software: TinyTerm Emulator	18%
	Software: TinyTerm Plus and TinyTerm TC	30%
CHECKPOINT S/W TECHNOLOGIES	Services: Help desk, installation	4%
	Software: All products except VPN products	2%
	Software: VPN products	28%
CHERRY ELECTRICAL PRODUCTS	Input Devices: All products	42%
CISCO	Services	7%
	Services	35%
	Network HW: All products	35%
	Software: All products	33%
CITRIX SYSTEMS INC	Services: Installation	14%
	Software: MetaFrame	10%
	Software: Extranet	13%
	Software: NFUSE Elite	24%
	Software: Upgrades and Accessories	32%
CLEARCUBE TECHNOLOGY	Hardware: All products	12%
	Software: All products	16%
	Hardware: CPU	9%
CMS PERIPHERALS	Hardware: All products	12%
CNET INC.	Data Comm Hardware: All products	52%
	NW Hardware: All products	47%
COBALT - WEBSRVR APPLIANC	Hardware: CPU	13%
	Hardware: Memory	13%
	NW Hardware: All products	21%
	Storage: All products	13%
COMMAND COMMUNICATIONS	Data Comm Hardware: All products	47%
	NW Hardware: All products	32%
COMMVault INC	Software	20%
COMPEX INC	NW Hardware: All products	27%
COMPUTER ASSOCIATES	Services	4%
	Software: All products	15%
COMTROL CORP.	NW Hardware: All products	37%
	I/O Devices: All products	37%
CONNECTIX	Software: All products	5%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
COREL SYSTEMS CORP	Services: Tech Support	4%
	Software: All products	5%
CREATIVE LABS	Multimedia: All Products	12%
CRUCIAL	Software: All Products	15%
CRU DATAPORT	Supplies and Accessories: Cables	17%
	I/O Device: DataPort	37%
	I/O Device: Enclosures	12%
CRYPTTEK, INC.	Software: All products	10%
	NW Hardware: All products	12%
	Services	12%
CRYSTAL DECISIONS	Software: All products	5%
	Services	4%
CTX	Monitors: All products	12%
	Monitors: Display Systems	27%
CUBIX	Hardware: All products	9%
CYBER ACOUSTICS	Multimedia: All Products	27%
CYBEX	Hardware	20%
DANTZ	Software: Upgrades and Maintenance	17%
	Software: All products	35%
DATARAM	Memory: All products	15%
DATASTOR	Supplies and Accessories: Cable Kits	12%
	Storage: DataSafe	27%
	Storage: DataTrans	37%
DATAVIZ INC	Software: Documents To Go Premium	8%
	Software: Conversions Plus	11%
	Software: MackLink Plus	12%
	Software: Desktop To Go	41%
DATAWATCH	Software: Upgrades and Maintenance	2%
	Software: Monarch Software	40%
DAZZLE MUTLIMEDIA	Storage: All products	7%
	Supplies and Accessories: Video Adapters	12%
	Multimedia: All Products	22%
DEFENSE GROUP, INC.	Software: All Products	10%
DIGI INTERNATIONAL / MILAN	Supplies and Accessories: Cables	36%
	NW Hardware: All products	42%
D-LINK SYSTEMS INC.	Data Comm Hardware: All products	27%
	NW Hardware: All products	17%
	Services	22%
DOT HILL SYSTEMS CORP.	Services	12%
	Supplies and Accessories: Fibre Cable Kits	12%
	Supplies and Accessories: Cables	22%
	NW Hardware: All products	22%
	Software: All Products	20%
	Storage: SANNET	4%
	Storage: TLS-XXXX	13%
	Storage: EchoBox and AIT2	23%
	Storage: NEO26 and SANNet Spare	29%
DOUBLECASE	Supplies and Accessories: Cases	46%
ECUTEL, INC.	Software: All products	27%
EICON TECHNOLOGY, INC.	Supplies and Accessories: Cables	32%
	Data Comm Hardware: All products	32%



<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
	NW Hardware: All products	32%
	Software: All products	30%
EIZO NANO TECHNOLOGY	Monitors: All products	10%
ELRON SOFTWARE	Services: Maintenance	4%
	Software: All Products	10%
EMC2	Services: Service Contracts	4%
	Supplies and Accessories: Materials	16%
	Storage: DBTuner Oracle	29%
	Storage: Clarion and Connectrix	35%
	Storage: Symmetrix	49%
	Supplies and Accessories: Cables	47%
EMULEX NETWORK SYSTEMS	Storage: All products	24%
ENABLING TECHNOLOGIES CO	Printers: Adaptive Devices	19%
ENLIGHT	Storage: All products	17%
ENTERASYS NETWORKS, INC.	Services	4%
	NW Hardware: All products	30%
EPSON	Services	12%
	Printers: Inkjet	4%
	Printers: Dot Matrix	22%
	Monitors: PowerLite Display Systems	32%
EQUINOX	NW Hardware: All products	22%
	Data Comm Hardware: All products	45%
	Supplies and Accessories: Cables	12%
ESKER, INC.	Services	4%
	Software: Upgrades	10%
	Software: Pulse for Fax	16%
	Software: TunEmul, TunPlus	20%
	Software: SmartTerm	35%
EXABYTE CORP	Services	4%
	Storage: X80 Mammoth, M2 LVD	18%
	Storage: X80FC	31%
	Storage: X80M2, X200	33%
EXECUTIVE SOFTWARE INTERNATIONAL	Software: All products	37%
EXECUTRAIN	Training: All products	7%
EXTENSIS CORPORATION	Software: ACAD	6%
	Software: All other software	24%
FARGO ELECTRONICS INC	Supplies and Accessories	22%
	Printers: All products	31%
FELLOWES	Supplies and Accessories	42%
FILEMAKER OLA	Software: All products	2%
FIRST INTNL. COMPUTERS - OEM	Hardware: All products	7%
FLUKE NETWORKS, INC.	Hardware: All products	4%
FOUNDRY NETWORKS, INC.	Services	18%
	Supplies and Accessories	18%
	NW Hardware: All products	23%
FUJI MEDIA	Supplies and Accessories	12%
FUJITSU COMPUTER PRODS AMERICA	Services	4%
	Scanners: All products	24%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
FUNK SOFTWARE	Software: All products	16%
GAMBER-JOHNSON, LLC	Supplies and Accessories: Docking Station	12%
	Supplies and Accessories: All other products	42%
GATEWAY 2000	Hardware: All products	7%
GENICOM L.L.C.	Supplies and Accessories	18%
	Supplies and Accessories: Cables	18%
	Printers: Laser Printers	27%
	Printers: Line Printers	35%
GLOBAL KNOWLEDGE	Printers: Dot Matrix Printers	40%
	Training: Essentials Series	16%
	Training: All other training	4%
GOLDENRAM	Memory: All products	4%
GREYSTONE	Input Devices: All products	7%
GTSI EXTENDED WARRANTIES	Services: Extended Warranty	12%
GTSI INTEGRATION SERVICES	Services: Integration	12%
GTSI NETWORK SERVICES	Services: Warranty	12%
GTSI SERVICE & MAINTENANCE	Services: Maintenance	4%
GTSI TRAINING AND INSTALLATION	Services: Installation	7%
GTSI WHSE CONTRACTED SERVICES	Services	7%
GYRATION	Hardware: All products	12%
HANDSPRING INC.	Hardware: All products	12%
HANSOL MULTITECH INC.	Monitors: All products	17%
HARDIGG INC	Supplies and Accessories: Cases	4%
HAUPPAUGE	Software: All products	20%
HAWKING TECHNOLOGY	Data Comm Hardware: All products	47%
	Multimedia: All Products	42%
	NW Hardware: All products	42%
	Storage: Enclosures	42%
HEWLETT PACKARD	Hardware: Desktops (Compaq-branded)	11%
	Hardware: Notebooks (Compaq-branded)	11%
	Hardware: Intel Workstations (Compaq-branded)	11%
	Hardware: Servers (Compaq-branded)	13%
	Printers: All products	20%
	Scanners: All products	20%
	Storage: Hard Drives	10%
	Storage: SureStore DLT	26%
	Storage: Optical Disks	34%
	Storage: Virtual Array, Optical Jukebox	37%
	Software: Openview	23%
	Software: All other products	35%
	NW Hardware: Procurve	26%
Supplies and Accessories	10%	
Services	4%	
HEWLETT PACKARD ENTERPRISE	Hardware: Unix Workstations	15%
	Hardware: RP2400 Unix Servers	15%
	Hardware: All Other Unix Servers	32%
	Hardware: NT Workstations	13%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
	Software: All products	27%
	Storage: All products	29%
	Services	4%
HI-VAL INC	Hardware: All products	7%
HOWARD COMPUTERS	Hardware: All products	10%
HUMMINGBIRD COMMUNICATIONS LT	Software: All products	30%
	Software: Upgrades and Maintenance	40%
IBM (HARDWARE)	Hardware: Desktops	7%
	Hardware: Servers	4%
	Hardware: Notebooks	7%
	Hardware: Workstations	6%
	Hardware: Unix Servers	29%
	Monitors: All products	7%
	Software: All Unix Software	25%
IBM (SOFTWARE)	Software: All products	15%
IBM PRINTERS	Services: Warranty and Maintenance	4%
	Printers: InfoPrint Printers	4%
	Printers: Dot Matrix and Thermal Printers	27%
IMATION CORPORATION	Supplies and Accessories	32%
IMC NETWORKS CORP.	Software: All products	36%
INFOCUS	Monitors: Projection Systems	12%
INFO-COP	Memory: All Products	22%
INFORMATICA	Hardware	8%
	Storage	1%
	Software	18%
INFORMATICS	Software: All products	5%
INFORMATION SYSTEM MANAGER	Software	10%
INSTALL SHIELD	Software: All products	11%
INTEL	Services	7%
	Hardware: All products	12%
	Data Comm Hardware: Xircom	17%
	Data Comm Hardware: VOIP	27%
	NW Hardware: All products	17%
	Software: LanDesk Management	23%
	Software: CT Media Server and Instant SUP	13%
INTERLINK ELECTRONICS	Hardware: All products	27%
INTERNET SECURITY SYSTEM	Services	8%
	Software	25%
	Hardware	15%
INTUIT	Software: All products	5%
IOMEGA	Storage: All products	7%
IPSWITCH	Software: All products	25%
J RIVER SOFTWARE	Software: All products	25%
JASC	Software: All products	2%
JATON	Software: All products	10%
JAZZ INC	Multimedia: All products	32%
JES HARDWARE SOLUTIONS INC.	Services: Maintenance	16%
	Storage: All products	7%
KDS	Monitors: All products	7%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
KENSINGTON TECH GRP/ACCO BRNDS	Supplies and Accessories	52%
KENTROX - DSU/CSU	NW Hardware: 2X40	9%
	NW Hardware: CellSmart	32%
	NW Hardware: ServicePoint	41%
KEY TRONIC	Input Devices: All products	17%
KEYLOGIX INTERNATIONAL LT	Hardware: All products	4%
KINGSTON TECHNOLOGY CORP	Memory: All products	12%
KODAK	Services	4%
	Supplies and Accessories: Scanners	10%
	Scanners: All products	17%
KOFAX IMAGE PROCESSING PLATFORM	Scanners: All products	7%
	Software: All products	15%
KOSS SPEAKERS	Multimedia: All products	37%
LABTEC ENTERPRISES	Multimedia: All Products	32%
LACIE	Software: All products	2%
LANTRONIX	Supplies and Accessories: Cables	7%
	NW Hardware: All products	17%
LARSCOM	Supplies and Accessories: Cables	12%
	NW Hardware: All products	22%
LEDCO	Services: Installation	4%
	Supplies and Accessories	17%
LEGATO SYSTEM INC	Services	4%
	Software: All products	15%
LEXAR MICROSYSTEMS	Memory: All products	17%
LEXMARK	Services	4%
	Printers: All products	14%
	Supplies and Accessories	22%
LG ELECTRONICS	Hardware: All products	22%
LIND ELECTRONICS	Hardware: All products	12%
LINKSYS GROUP, INC.	NW Hardware: All products	17%
LOGITECH INC	Input Devices: All products	12%
LOTUS	Software: All products	5%
LUCENT TECHNOLOGIES INC	Services	4%
	NW Hardware: All products	17%
MACE SOFTWARE	Software: All products	20%
MACMILLAN PUBLISHING	Supplies and Accessories: Manuals	42%
MACROMEDIA	Services	4%
	Software: All products	2%
MACSENSE CONNECTIVITY	Data Comm Hardware: All products	32%
	Input Devices: All products	32%
	NW Hardware: All products	12%
MADGE NETWORKS INC.	Services	7%
	Supplies and Accessories: Cables	7%
	Data Comm Hardware: All products	17%
	NW Hardware: All products	17%
MARCONI COMMUNICATIONS FEDERAL	Supplies and Accessories: Cables	32%
	NW Hardware: All products	32%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
	Services	32%
	Software: All products	30%
MATHSOFT	Services	17%
	Software: All products	20%
MAXELL	Supplies and Accessories	42%
MAXTOR CORP	Storage: All products	12%
MCGRAW-HILL	Supplies and Accessories: Manuals	32%
MEDIAFORM	Hardware (Multimedia)	15%
MEDIA SCI - XEROX PRODUCT	Supplies and Accessories	27%
MGE UPS SYSTEMS	Power Equipment: Comet Extreme UPS	27%
	Power Equipment: Evolution and Pulsar UPS	32%
	Power Equipment: Ellipse	42%
MICROSOFT DISKS AND DOCS	Software	10%
MICROSOFT LICENSE	Software	10%
MICROSOFT MAINTENANCE	Software Maintenance	10%
MICROSOFT OPEN LIC & FULL PKG PRODUCT	Software: All products	5%
MICROSOFT	Upgrade Advantage	10%
MICRO SOLUTIONS	Storage: All products	7%
MICRO STAR	Hardware: All products	27%
MIDILAND	Multimedia: All products	22%
MINOLTA IMAGING	Hardware: All products	7%
MINOLTA-QMS,INC.	Hardware: All products	7%
MINUTEMAN	Power Equipment: All products	27%
MITSUBISHI ELECTRONICS	Supplies and Accessories	17%
	Monitors: Projection Systems	32%
MKS	Software: All products	5%
MOBILITY	Supplies and Accessories	12%
MTI TECHNOLOGY, CORP.	Services	4%
	Software: All products	10%
	Hardware: All products	27%
	Storage: Silkworm	32%
	Storage: Host Adapters	52%
	Supplies and Accessories: Cables	42%
	Storage: Vivant	52%
MULTITECH	Data Comm Hardware: All products	22%
NEC COMPUTER SYSTEMS	Hardware: All products	7%
NEC-MITSUBISHI	Monitors: All products	4%
	Monitors: Projection Systems	22%
	Supplies and Accessories	7%
NEOWARE - THIN CLIENT	NW Hardware: All products	4%
	Software: All products	15%
	Services	32%
NETGEAR INC.	NW Hardware: All products	27%
	Data Comm Hardware: All products	27%
NETMANAGE	Services	4%
	Software: All products	15%
NETOPIA	Software: All products	5%
	NW Hardware: All products	17%
	Services	15%
NETSCALER-LOAD	Services	19%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
BALANCING		
	NW Hardware: All products	27%
NETWORK ASSOCIATES (NAI)	Services	7%
	Software: All products	5%
NETWORK INSTRUMENTS	Services	7%
	Software: All products	5%
NEWTEK, INC.	Software: All products	2%
NIKON	Software: All products	5%
NORFOLK WIRE AND ELECTRONICS	Supplies and Accessories	12%
NORTEL (BAY NETWORKS)	Services	12%
	Supplies and Accessories: Cables	12%
	Data Comm Hardware: All products	27%
	NW Hardware: Accessories	12%
	NW Hardware: All products	27%
	Software: Maintenance and Upgrades	15%
	Software: All products	25%
	Software: BCM	35%
NOVATEL - WIRELESS	Data Comm Hardware: All products	12%
NOVELL	Software: All products	19%
OKIDATA	Services: Tech Support	32%
	Printers: Supplies and Accessories	12%
	Printers: MLXXX	27%
	Printers: OkiPage	35%
	Printers: C7200 and C9200	42%
ONSET TECHNOLOGY	Services	37%
	Software: All products	35%
ONSTREAM	Hardware: All products	9%
OPENCONNECT	Software: All products	28%
OPTOMA TECHNOLOGY, INC.	Monitors: Display Systems	12%
OPTUS SOFTWARE	Software: All products	31%
ORACLE	Services	4%
	Software: All products	2%
OVERLAND DATA	Services	7%
	Storage: LXN and NEO	17%
	Storage: Supplies and Accessories	12%
	Storage: LXM	32%
PALM	Hardware: All products	7%
PANAMAX	Power Equipment: All products	42%
PANASONIC	Hardware: Laptop Computers	11%
	Supplies and Accessories	16%
PANTONE INC.	Software: All products	6%
	Hardware: All products	20%
PEACHTREE	Software: All products	5%
PENTAX	Hardware: All products	12%
PERLE SYSTEMS	Services	4%
	NW Hardware: All products	22%
	Data Comm Hardware: All products	25%
	Software: All products	20%
PHILIPS CONSUMER ELECTRONICS	Monitors: All products	7%
	Multimedia: All products	12%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
PINNACLE SYSTEMS	Software: All products	27%
	Multimedia: All products	12%
PLANTRONICS INC	Data Comm Hardware: All products	32%
	Multimedia: All products	37%
	NW Hardware: All products	27%
	Supplies and Accessories	32%
PLASMON DATA	Services	4%
	Software: All products	24%
	Multimedia: All products	26%
	Storage: All products	22%
PLATINUM TECHNOLOGY	Services	4%
	Software: All products	35%
PLEXTOR	Storage: All products	12%
PNY ELECTRONICS	Memory: All products	32%
POLYCOM	Services	12%
	Data Comm Hardware: All products	38%
	Data Comm Hardware: Supplies and Accessories	12%
	Software: Global Management System	18%
	Software: WebOffice	30%
POWERFILE, INC.	Services	6%
	Software: All Products	13%
	Storage: All products	15%
POWERQUEST CORP.	Software: All Products	10%
POWERWARE	Supplies and Accessories: Cables	7%
	Services	12%
	Power Equipment: All products	32%
PRIMERA	Services	4%
	Software: All Products	25%
	Hardware: All products	27%
PROCOM TECHNOLOGY INC	Storage: All products	14%
PROMISE TECHNOLOGY	Hardware: All products	12%
PROXIM INC.	Services: Service Contracts	7%
	NW Hardware: Lynx.sc2 Fractional A/B-Channel Filter Assembly	11%
	NW Hardware: Tsunami	27%
	NW Hardware: Lynx.sc2 Fractional 2.4 GHz radio modem	29%
	NW Hardware: Lynx.sc2 T1 2.4GHz digital microwave radio	42%
QLOGIC CORPORATION	Hardware: All products	7%
QUANTUM (DLT TAPE GROUP)	Supplies and Accessories	17%
	Storage: DLT8000 Drive	27%
	Storage: SDLT220 Drive	32%
QUANTUM(STORAGE SOLUTIONS GRP	Services	6%
	Supplies and Accessories	6%
	Storage: All products	17%
RARITAN COMPUTER, INC.	Services	7%
	Supplies and Accessories: Cables	7%
	NW Hardware: All products	17%
RATIONAL SOFTWARE INC	Software: All products	2%
	Services	4%
REAL NETWORKS	Software: All products	5%
	Services	7%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
RED HAT	Software: All products	5%
REEFEDGE, INC.	Services	13%
	NW Hardware: All products	27%
RESEARCH IN MOTION (RIM)	Hardware: All products	4%
	Services	7%
RICOH CORP	Hardware: All products	4%
ROXIO, INC	Software: All products	5%
RSA SECURITY	Software: All products	5%
SALEM AUTOMATION	Software	2%
	Software Maintenance	3%
	Services	3%
SALES LOGIX	Software: All products	5%
SAMSUNG	Supplies and Accessories	6%
	Monitors: All products	22%
	Printers: All products	25%
SANDISK CORPORATION	Memory: All products	27%
SCANSOFT INC.	Software: All products	8%
	Supplies and Accessories	12%
SEAGATE	Storage: All products	13%
	Supplies and Accessories	36%
SGI	Services	7%
	Hardware: All products	16%
	Software: All products	5%
	Storage: All products	28%
SHARP ELECTRONICS	Supplies and Accessories	7%
	Memory: All products	7%
	Hardware: All products	17%
SHORELINE COMMUNICATIONS	Software: All products	10%
SIERRA WIRELESS	NW Hardware: All products	10%
SIGMA DATA, INC.	Storage: All products	4%
SIIG INC	Hardware: All products	12%
SIMPLE NETWORK	Memory: All products	22%
SMARTDISK PERSONAL STORAGE	Storage: All products	9%
SMC NETWORKS, INC.	NW Hardware: All products	20%
SMS DATA PRODUCTS GROUP	Supplies and Accessories: Cables	4%
	Storage: All products	12%
	Supplies and Accessories	17%
SOCKET COMMUNICATIONS	Software: All products	15%
SONY CORP & PROFESSIONAL SALES	Hardware: Notebook Computers	7%
	Monitors: Display Systems	25%
	Monitors: All products	7%
	Services	16%
SPECTEL-CONFERENCE BRIDGE	Services	20%
	Multimedia: All products	39%
SPSS INC	Software: All products	5%
SSI	Software: All products	12%
	Services	19%



<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
ST. BERNARD SOFTWARE, INC.	Software: All products	22%
STALLION TECHNOLOGIES	NW Hardware: All products	42%
STARFIRE TECHNOLOGY	Services	4%
	Software: All products	10%
STARTECH COMPUTER PRODUCTS	Hardware: All products	22%
STONEFLY NETWORKS, INC.	Services	9%
	NW Hardware: All products	19%
STORCASE TECHNOLOGY	Supplies and Accessories	12%
STRATA INC.	Software: All products	29%
SUN	Sun Category A products	25%
	Sun Category B products	17%
	Sun Category H products	11%
	Sun Category P products	25%
SUN EDUCATION SERVICES	Training: EDSUN Courses	4%
	Training: Sun Web Learning Center	17%
	Training: Instructor-led Onsite	17%
SUN INSTALLATION	Services: Installation	6%
	Services: Consulting	9%
SUN SERVICES	Services	4%
SYBASE, INC.	Software: Upgrades and Maintenance	2%
	Software: All products	18%
SYMANTEC	Services	4%
	Software: SGLB WEB SECURITY	5%
	Software: EC MANHUNT GOLD MAINT EC ENT VPN V7.0 NT Tech Support Services	10%
	Software: PCAnywhere	33%
	Software: All other software	20%
SYSTEMSOFT	Software: All products	5%
TADPOLE-CYCLE	Hardware: Notebook Computers	20%
	Hardware: All other products	20%
TARANTELLA	Services	22%
	Software: All products	27%
TARGUS	Supplies and Accessories	12%
TDK	Supplies and Accessories	22%
TEAC	Supplies and Accessories	22%
TOSHIBA	Services	10%
	Supplies and Accessories	15%
	Hardware: Systems	17%
TRANSITION NETWORKS	NW Hardware: Transceivers	17%
	NW Hardware: All products	32%
TREND MICRO	Services	4%
	Software: OfficeScan, Interscan, ScanMail Maintenance and Renewals	5%
	Software: All Products	14%
TRIPPLITE	Supplies and Accessories	12%
	Power Equipment: All UPS products	22%
	Power Equipment: Surge Suppressors	52%

<b>Manufacturer</b>	<b>Product Category</b>	<b>Customer Discount</b>
TURTLE BEACH SYSTEMS	Multimedia: All products	22%
TWINHEAD	Hardware: Notebooks	15%
	Supplies and Accessories	15%
	Services: Extended Warranty	15%
ULEAD SYSTEMS	Software: All Products	22%
UMAX	Software: All Products	5%
US ROBOTICS	Data Comm Hardware: All products	22%
VERBATIM CORP	Supplies and Accessories	22%
VERITAS SOFTWARE	Software: All products	32%
VICTORY	Hardware: All products	16%
VIEWSONIC	Monitors: Flat Panel Monitors	9%
	Supplies and Accessories	17%
VIRTUAL INK	Software: All products	27%
VISIONEER	Scanners: All products	7%
VST POWER SYSTEMS	Power Equipment: All products	12%
VTECH	Data Comm Hardware: All products	15%
WATCHGUARD TECHNOLOGIES, INC	Services: Warranty and Upgrades	7%
	Software: All products	17%
WRQ	Software: All products	2%
WYSE TECHNOLOGY	Monitors: Terminals	7%
XEROX	Services: Warranty	9%
	Supplies and Accessories	9%
	Printers: All products	22%
XIRCOM	Data Comm Hardware: All products	17%
	NW Hardware: All products	17%
XTEND MICRO PRODUCTS INC	Supplies and Accessories	7%
YAMAHA	Multimedia: All products	22%
ZEBRA TECHNOLOGIES	Software: All products	35%
Z-MICROSYSTEMS INC	Services	4%
	Hardware: All products	23%
ZOOM TELEPHONICS	Data Comm Hardware: All products	12%

# **ADMINISTRATIVE AGREEMENT**

## Attachment 1

**U.S. COMMUNITIES  
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (THIS "Agreement") is made this 15<sup>th</sup> day of MAH, 2003, between the U.S. Communities Purchasing and Finance Agency (herein "Agency") and GTSI Corp. (herein "Supplier").

**RECITALS**

WHEREAS, the County of Fairfax, Virginia (herein "Lead Public Agency") has entered into a Master Agreement dated \_\_\_\_\_, 2003, Agreement No. RQ03-605674-16A, by and between the Lead Public Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Computers—Hardware, Software, and Services (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies (herein "Participating Public Agencies") may purchase Product at prices stated in the Master Agreement;

WHEREAS, the Agency is an instrumentality of government with the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, the Agency serves as the administrative agent for Lead Public Agency and other lead public agencies with regard to other Master Agreements offered through the U.S. Communities Government Purchasing Alliance;

WHEREAS, Lead Public Agency desires the Agency to proceed with administration of the Master Agreement on the same basis as other Master Agreements;

WHEREAS, the Agency and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Agency and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**TERMS AND CONDITIONS**

2. The Master Agreement, as attached hereto as Exhibit I and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

3. The Agency shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the Agency under this Agreement including, but not limited to, the Supplier's obligation to provide the indemnification and insurance set forth in the General Conditions and Instructions to Suppliers.

4. The Supplier shall perform all of its duties, responsibilities and obligations in the time and manner as required to be performed by the Supplier as set forth in the Master Agreement.

5. The Agency shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier hereby agrees that the Agency shall act in the capacity of administrator of purchases under the Master Agreement.

6. With respect to any purchases by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, the Agency: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Public Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Lead Public Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The Agency makes no representation or guaranty with respect to any minimum purchases by Lead Public Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

**TERM OF AGREEMENT**

7. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that all indemnifications afforded by the Supplier to the Agency shall survive the term of this Agreement.

## Attachment 1

U.S. COMMUNITIES  
ADMINISTRATION AGREEMENT

## NATIONAL PROMOTION

8. Agency and Supplier shall publicize and promote the availability of the Master Agreement's products and services to any other public agencies and such agencies' verified employees. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Standards attached hereto and incorporated herein as Exhibit II. Supplier's failure to maintain the Commitments and/or comply with the Program Standards shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at the Agency's sole discretion.

9. Lead Public Agency shall execute a completed Lead Public Agency Certificate to a Master Intergovernmental Cooperative Purchasing Agreement. An example of the Lead Public Agency Certificate is attached hereto as Exhibit III and an example of the Master Intergovernmental Cooperative Purchasing Agreement is attached hereto as Exhibit IV. Supplier shall require each Participating Public Agency register its participation in the U.S. Communities program using the electronic registration feature at [www.uscommunities.org](http://www.uscommunities.org). No purchases shall be made hereunder until the applicable public agency has registered electronically with U.S. Communities.

10. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such agencies to evaluate potential purchases. Supplier authorizes Agency's use of Supplier's name, trademarks and materials in promoting the use of the Master Agreement.

## QUARTERLY FEES &amp; REPORTING

11. Supplier shall pay Agency a quarterly administrative fee in the amount of 1% of the total purchase price, excluding taxes and shipping, for all purchases under the Master Agreement and provide the Agency with an electronic accounting report, in a format prescribed by the Agency, summarizing all purchases under the Master Agreement. A sample of the reporting format appears at Exhibit V. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Master Agreement for the applicable quarter.

12. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public Agencies. Agency and Lead Public Agency reserve the right to audit the accounting for a period of four (4) years from the date the Agency receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Lead Public Agency or Agency. Quarterly reports and the administrative fee applicable to each quarter are due within 30 days of the end of each calendar quarter as set forth above. The Agency reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the administrative fee to program sponsors and state associations of government.

13. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at the Agency's sole discretion. All administrative fees not paid within 30 days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid. Administrative fee payments shall be made by check or wire to U.S. Communities or the Agency's Designee or Trustee as may be directed in writing by the Agency.

14. Agency or its designee may, at the Agency's sole discretion, compare public agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Agency will notify the Supplier in writing. Supplier will have 30 days from the date of such notice to resolve the discrepancy to the Agency's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Agency shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports and Supplier shall be obligated to reimburse the Agency's costs and expenses for such audit.

## GENERAL PROVISIONS

15. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which he may be entitled.

17. This Agreement and the Agency's rights and obligations hereunder may be assigned at Agency's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform Agency's obligations hereunder.

Attachment 1

**U.S. COMMUNITIES  
ADMINISTRATION AGREEMENT**

18. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. The Agency may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

A. Agency  
U.S. Communities  
2175 N. California Bl., Suite 550  
Walnut Creek, CA 94596  
Attn: Program Manager Administration

B. Lead Public Agency  
County of Fairfax, Virginia  
12000 Government Center Parkway,  
Suite 427  
Dept of Purchasing & Supply Mgmt  
Fairfax, VA 22035-0013  
Attn: Lonnelle Robinson

C. Supplier  
GTSI Corp  
3901 Stonecroft Blvd.  
Chantilly, VA 20151  
Attn: U.S. Communities Project Manager

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

20. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California as a contract executed and delivered within the State of California and to be fully performed within the State of California.

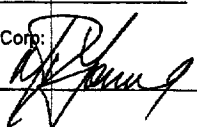
23. This Agreement shall inure to the benefit of and shall be binding upon the Agency, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the U.S. Communities Purchasing and Finance Agency has caused this Agreement to be executed in its name and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY

By \_\_\_\_\_ [typed name]

GTSI Corp:

By  \_\_\_\_\_  
Dendy Young, Chairman & CEO

03/10/2003

## Who Can Sign a Contract at GTSI

To assist you in obtaining signature of a contract or any other document that legally obligates GTSI ("Contract"), the following are the only individuals that are authorized to sign a Contract. As set out in the Developing and Signing Contracts and Agreements Policy, GTSI Legal or Contract Management approval is required prior to one of these individuals signing a Contract, except for a GTSI NDA that has not been modified and for routine non-material documents, such as purchase orders, that have received prior exception from GTSI Legal.

### OFFICERS

*In accordance with Article VIII in GTSI's By-Laws the following individuals have the authority to sign or delegate signature on all checks and drafts on the Corporation's bank account and all bills of exchange and promissory notes and all acceptance, obligation and other instruments for the payment of money. These individuals also have the authority in the execution of the Corporation's proxies, all contracts, agreements, endorsements, assignments, transfers, stock powers and other instruments.*

Dendy Young, Chairman and Chief Executive Officer	extension 2900
Thomas Mutryn, Senior Vice President, Finance and Chief Financial Officer	extension 2199
Scot Edwards, CMO & Group Vice President	extension 2087
Scott Friedlander, Group Vice President, Sales, Enterprise Technology Practices	extension 2141
Bridget Atkinson, Vice President, Human Resources and Professional Development	extension 2086
Sandy Blaisdell, Area Vice President and Chief of Staff	extension 2576
Barry Culman, Chief Business Architect	extension 2227
Charles DeLeon, Corporate Secretary	extension 2645
Rick Deloney, Vice President, Business Development & Program Management	extension 2348
Joe Draham, Vice President, Government Relations and Congressional Affairs	extension 2126
Kenneth Everist, Vice President, Pricing	extension 2392
Jack Helmly, Vice President, Leasing	extension 2432
James Todd Leto, Vice President, Customer Team Sales	extension 2157
Paul Liberty, Area Vice President, Corporate Affairs and Investor Relations	extension 2540
Marc Lieberman, Vice President, Product Management	extension 2183
Bob Mitchell, Vice President, Information Advantage	extension 2067
David Samuels, Vice President, Finance and Corporate Controller	extension 2880
Bill Weber, Vice President, Professional Services	extension 2198

### DELEGATED SIGNATURE AUTHORITY

*Listed below are individuals who are authorized to sign contracts and agreements ("Documents") on GTSI's behalf limited to matters involving the GTSI areas they manage, such as non-disclosure agreements, teaming agreements, contracts, subcontracts, contract modifications and other similar documents that are reasonably within their area of responsibility, providing that the documents are approved by the GTSI Legal Department or Contract Management as indicated by the initials of a GTSI attorney or the Contract Manager.*

#### Senior Directors

Jeff Snider, Senior Director, Bids and Proposals extension 2154

#### Directors

Erik Goetschi, Director, Program and Contract Management extension 2178  
Matt Hansen, Director, Customer Management (Orders & Order Modifications only) extension 2028

#### General Manager

Sally Cook, General Manager, GWAC Programs (Contract Mods only) extension 2155

#### CIO

Craig Ballam, CIO extension 2376

*Please address any questions or comments regarding this document to Blanche Kochenthal at x2040.*

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2

Name <b>GTSI CORP.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>3901 STONECROFT BLVD</b>	Requester's name and address (optional)
City, state, and ZIP code <b>CHANTILLY, VA 20151</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

or

Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person	Date
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#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

#### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.



**CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF  
GOVERNMENT TECHNOLOGY SERVICES, INC.**

**Government Technology Services, Inc.**, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

**FIRST:** The Certificate of Incorporation is duly amended by deleting therefrom the current Article FIRST, in its entirety, and inserting in substitution thereof a new Article FIRST, as follows:

**FIRST:** The name of the Corporation is GTSI Corp.

**SECOND:** The directors of the Corporation adopted resolutions which set forth the foregoing amendment, declared that this amendment is advisable and directed that this amendment be submitted for action by the Corporation's stockholders.

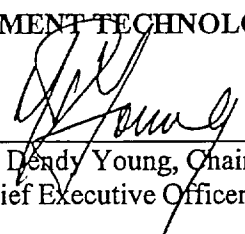
**THIRD:** The foregoing amendment has been duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

**IN WITNESS WHEREOF**, Government Technology Services, Inc. has caused this Certificate of Amendment to be executed by its duly authorized President, Chief Executive Officer and Secretary in accordance with Section 103(a)(2) of the General Corporation Law of the State of Delaware.

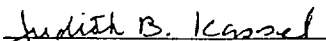
DATED: May 17, 2000

GOVERNMENT TECHNOLOGY SERVICES, INC.

By:

  
\_\_\_\_\_  
M. Dandy Young, Chairman and  
Chief Executive Officer

ATTEST:

  
\_\_\_\_\_  
Judith B. Kassel, Secretary

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GOVERNMENT TECHNOLOGY SERVICES, INC.", CHANGING ITS NAME FROM "GOVERNMENT TECHNOLOGY SERVICES, INC." TO "GTSI CORP.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF MAY, A.D. 2000, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in black ink that reads "Edward J. Freel".

Edward J. Freel, Secretary of State

2101767 8100

001258347

AUTHENTICATION:

DATE: 0452568

05-23-00