



County of Fairfax, Virginia

AMENDMENT

Date: ~~_____~~ FEB 26 2014

AMENDMENT NO. 6

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR
Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE
100000125

CONTRACT NO.
4400001195

By mutual agreement, Contract 4400001195 is hereby amended to renew the contract for two (2) years, effective May 1, 2014 through April 30, 2016, at existing prices, terms, and conditions. This is the last renewal option available under this contract.

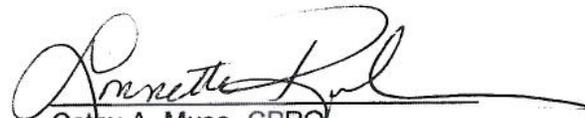
ACCEPTANCE:

BY: 
(Signature)

Ken Lamneck
(Printed)

CEO
(Title)

2/16/14
(Date)


Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e
DIT – Afsaneh Tibbs/e
DIT – Hilde Kjersgard/e
DHS – Mark Walker/e
FCPS Procurement Services – Michelle Hoilman/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome -Tomlin
FCPS – Jim Wise/e

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date:

AMENDMENT NO. 5

≡ **MAR 18 2013**

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR
Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE
1000000125

CONTRACT NO.
4400001195

By mutual agreement, Contract 4400001195 is hereby amended to incorporate the attached sample Master Equipment Lease Agreement (MELA).

The parties to Contract 4400001195 acknowledge that Contractor and a Participating Public Agency ("PPA") may desire to procure financing for certain equipment acquired under the Contract. The parties acknowledge and agree that in such instances the PPA shall enter into a separate lease agreement to finance the acquisition thereof, and that the lease agreement will be in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each PPA's procurement practices. Such terms and conditions will be binding on the Contractor and the PPA issuing the order. A sample of the lease agreement to be entered into by the PPA and the financing party is attached to this Amendment.

All other prices, terms and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO
Contracts Manager

DISTRIBUTION

Dept. of Finance – Accounts Payable/e
DIT – Afsaneh Tibbs/e
DIT – Mike Daily/e
DIT – Arnold Platt/e
Park Authority – Purchasing Section/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome -Tomlin
DAHS (Suite 738) – Purchasing Section/e
FCPS/OPS – Michelle Hoilman/e

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

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

Master Equipment Lease Agreement

BETWEEN:	(the "Lessor")
AND:	Fairfax County, VA (the "Lessee") 12000 Government Center Parkway Fairfax, VA 22030
DATED:	March ____, 2010

ARTICLE I

1.01 **Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) business days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser, as approved by the county.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or **"FMV"** shall mean the value of each Item of Property for use as configured, in place and installed. The Fair Market Value is the amount that may reasonably be expected for the installed Products in an exchange between a willing buyer and a willing seller. If Lessee does not agree with Lessor's determination of the Product's Fair Market Value, the fair market value (in use and in place) will be determined at Lessee's expense by an independent appraiser mutually acceptable to Lessee and Lessor. In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Lease Agreement, this contract shall be Fairfax County Contract #RQ09-997736-42D, unless otherwise agreed to in an individual Property Schedule.

"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder.

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an Lessee's Purchasing Agent's Opinion to be executed by Lessee's Purchasing Agent in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subsection C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000.
- (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that any Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subset C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, at its expense, will protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02. Tax Benefits: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless.

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.
- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE (A) WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE AND (B) ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the

Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Supplier's Warranties. During the Lease Term, Lessor hereby assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above, If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) **Personal Property Tax.** Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. If, any Property incurs any damage as a result of Lessee's failure to exercise appropriate care in the decommissioning of the Property as set forth above, Lessee agrees to pay within thirty (30) days of receiving invoice all costs and expenses incurred in connection with repairing such Property and restoring it so it is eligible for a manufacturer's standard, full service maintenance contract. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee in connection with a sale, assignment or securitization of assets conducted in the ordinary courts of Lessor's internal treasury activities provided that such sale, assignment or securitization is conducted by or through an affiliated entity and does not materially change Lessee's duties or materially increase the burdens or risks imposed on Lessee; provided that in the case of any other assignment that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may require Lessee to immediately pay Lessor, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual value in the Products each discounted at the lesser of (1) the rate implicit in the Schedule, or (2) 4% per year, plus past due interest at the rate under applicable state statute, plus (ii) all other amounts due and to become due under this Master Lease and any Schedules;
- (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;
- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. To the extent permitted by applicable law, upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor:
By:
Name:
Title:

Lessee: Fairfax County, VA
By:
Name:
Title:

Attest:
By:
Name:
Title:

Property Schedule No. 1 Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of _____, between _____ and _____

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. Opinion. The Lessee's Purchasing Agent's Opinion is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Essential Use. The Essential Use is attached as Exhibit 6.
9. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by _____.
10. Notice. Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor:
By:
Name:
Title:

Lessee:
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement dated _____ between
_____ ("Lessor") and _____ ("Lessee").

The PROPERTY:

The Property as more fully described in **Exhibit A** incorporated herein by reference and attached hereto. The Property is detailed in _____. The Property costs .

PROPERTY LOCATION:

USE:

This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT
DATE:

LEASE TERM:

PAYMENT TYPE:

END OF TERM OPTION:

RENTAL PAYMENT:

RENTAL PAYMENT
SCHEDULE:

Lessee:
By:
Name:
Title:

EXHIBIT 2

Lessee's Purchasing Agent's Opinion

[To be provided on letterhead of Lessee's county.]

[Address to Lessor and Lessee]

RE: Property Schedule No. 1 to Master Equipment Lease Agreement between _____

Ladies and Gentlemen:

We have acted as special counsel to ("Lessee"), in connection with the Master Equipment Lease Agreement, dated as of _____ (the "Master Agreement"), between _____, as lessee, and _____, as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Equipment Lease Agreement. We have examined the Master Agreement, the Property Schedule, the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Equipment Lease Agreement and Property Schedule.

Based upon the foregoing examination and upon an examination of such other documents and matters of law as we have deemed necessary or appropriate, we are of the opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Equipment Lease Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Equipment Lease Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state, local, and federal laws.
5. Lessee has acquired or has arranged for the use of the Property subject to the Property Schedule, and has entered into the Master Equipment Lease Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Equipment Lease Agreement and the Property Schedule.
7. The Master Equipment Lease Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of Rental Payments under the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Dated: _____

EXHIBIT 3

Lessee's Certificate

Re: Property Schedule No. 1 to Master Equipment Lease Agreement between _____ and _____.

The undersigned, being the duly elected, qualified and acting keeper of records for the _____ ("Lessee") do hereby certify, as of _____, 2010, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And / Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By:
Title:
SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

EXHIBIT 4

Payment of Proceeds Instructions

Lessor Name
Vendor Address
Vendor Address

Re: Property Schedule No. 1 (the "Property Schedule") to Master Equipment Lease Agreement between _____ ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

By: _____
Name: _____
Title: _____

EXHIBIT 5

Acceptance Certificate

Lessor Name
Vendor Address
Vendor Address

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between _____ and _____

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, _____ ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date:
Lessee
By:
Name:
Title:

EXHIBIT 6

Essential Use

Lessee (Full Legal Name)	
Federal Tax ID #	
Street Address	
City, State, and Zip	
Dept. Using the Equipment	

Customer Contact		Invoices to be sent to:	
Title		Contact	
Phone and Fax No.		Department	
e-mail address		Street Address	
		City, State, and Zip	
Contract Signer		Phone and Fax No.	
Title		e-mail address	
Phone and Fax No.		Special Instructions	
e-mail address			

1. Equipment Description:

--

2. What is the purpose of the proposed equipment acquisition?

--

3. Why is the equipment essential?

--

4. What department is using the equipment?

--

5. Is the new equipment replacement, an upgrade or additional to the department?

--

6. If replacement or upgrade, what is the age of the existing equipment?

--

7. If you're upgrading existing equipment, is the existing equipment paid off?

--

Source of funds for proposed payments: General Fund _____ Other (provide detail) _____	Fund Balance: \$ _____ As of _____	Date of most recent Audited Financial Statement: Fiscal Year End:
---	---	--

8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?

--

9. Will any loan or grant monies be directly used to make the payments?

If so provide detail.

10. Have you ever defaulted or non-appropriated on a lease or bond obligation?

--

General Liability Insurance Coverage limits in the amount of \$1 Million is required. If applicable, automobile liability coverage of \$3 million required.

Self Insured? _____ General Liability Coverage Limits: \$ _____ Is the lessee a member of a managed risk pool? _____ If yes please provide the name and coverage amounts below.

If the lessee has additional commercial insurance coverage please provide coverage limits.

Submitted by (Name):		Title:	
Signature:		Date:	

So that we may begin our credit review process, please fax this **application**, along with your **equipment quote** (bill of materials) and the signed **financing proposal**, to (703) 502-2991 or via email to andy.sabonis@gst.com

Please mail the 2 most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget, to:

Linda Terrizzi
 GSTSI Financial Services
 2553 Dulles View Drive, Suite 100
 Herndon, VA 20171-5219

Please note that we do require the copies of your audited annual financial statements in order to process your request.

Request for Certificate of Insurance

TO:

Insurance Company: _____

Contact Name: _____

Telephone Number: _____

Fax Number: _____

FROM:

Customer/Lessee Name:

Contact Name:

Telephone Number: «WorkPhone»

Fax Number:

_____ is in the process of financing certain Property from _____ In order to facilitate this transaction, **please provide a Certificate of Insurance to:**

_____ requests that _____ be listed as: _____ and named ADDITIONAL INSURED as to public liability coverage and SOLE LOSS PAYEE as to property coverage . A copy of said certificate should be forwarded to _____ as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Property (including theft and collision for Property consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, _____ is to receive 30 days prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

Attention:
Fax Number:
Phone Number:

Please contact the person above if you have any questions. Thank you!

Schedule 1

SECURED PARTY: _____

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated _____, 2010 to that certain Master Equipment Lease Agreement dated as of _____, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Exhibit A



County of Fairfax, Virginia

AMENDMENT

Date: **JAN 25 2013**

AMENDMENT NO. 4

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE

B363949000 04

CONTRACT NO.

RQ09-997736-42B

By mutual agreement, the above contract is hereby amended as follows:

1. The contract information is changed and renumbered as summarizes below:

	Original Contract Information	New Contract Information
Vendor Code:	B363949000 04	1000000125
Contract No:	RQ09-997736-42B	4400001195

2. To renew the contract for one (1) year through April 30, 2014.

All other prices, terms and conditions remain the same.

ACCEPTANCE:

BY: _____

(Signature)

CEO _____

(Title)

Kenneth Lamneck

(Printed)

1-10-13

(Date)

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Dept. of Finance – Accounts Payable/e
DIT– Afsaneh Tibbs/e
DIT – Mike Daily/e
DIT – Arnold Platt/e
Park Authority – Purchasing Section/e

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome -Tomlin
DAHS (Suite 738) – Purchasing Section/e
FCPS/OPS – Michelle Hoilman/e

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

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



County of Fairfax, Virginia

AMENDMENT

Date: **SEP 13 2011**

AMENDMENT NO. 3

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE

B363949000 04

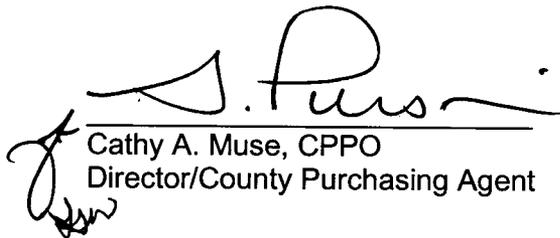
CONTRACT NO.

RQ09-997736-42B

By mutual agreement, effective immediately, Contract RQ09-997736-42B is hereby amended to add the following labor categories and rates:

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
Section B Technology Services/Solutions			
LABOR CATEGORIES			
19	SAP Senior Enterprise Architect	HR	\$185.07
20	SAP Senior Systems Engineer	HR	\$148.53

All other prices, terms, and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB, VCO
Contracts Manager

DISTRIBUTION

Finance – Accounts Payable/e
DIT, Contracts – Mike Daily
DAHS – Mary Walker
FCPD – Andrea Moss
FCPS/DIT (Woodson) – Jean Hartman

Contractor
Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome
FRD – Christina Fisher
FCPS/OPS – Michelle Hoilman

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

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County of Fairfax, Virginia

AMENDMENT

Date: **AUG 16 2010**

AMENDMENT NO. 2

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR
Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE
B363949000 04

CONTRACT NO.
RQ09-997736-42B

By mutual agreement, effective immediately, Contract RQ09-997736-42B is hereby amended to add the following labor categories.

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
Section B Technology Services/Solutions			
LABOR CATEGORIES			
17	SQL Administrator	HR	\$77.00
18	Manager, Field Engineering	HR	\$115.50

All other prices, terms, and conditions remain the same.

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

DISTRIBUTION

Finance – Accounts Payable/e
DIT – Contracts
DAHS – Mary Walker
FCPD – Andrea Moss
FCPS/Facilities – Lee Ann Pender
FCPS/DIT (Woodson) – Jean Hartman
HCD / Financial Mgmt – Casey Sheehan

Contractor
Contract Specialist - TLS
ACS, Team 1 – J. Waysome
FRD – Christina Fisher
Park Authority – Contracts
FCPS/OPS – Shelly Hollowell
FCPS/Facilities Mgmt – Charles Compton

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

8/17/10
BB



County of Fairfax, Virginia

AMENDMENT

NOV 17 2009

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR
Insight Public Sector
444 Scott Drive
Bloomington, IL 60108

VENDOR CODE
B363949000-04

CONTRACT NO.
RQ09-997736-42B

By mutual agreement, effective immediately, Contract RQ09-997736-42B is amended to incorporate the attached American Recovery and Reinvestment Act (ARRA), reference Attachment I.

The contractor hereby acknowledges that they have accepted the terms, conditions, and reporting requirements of the ARRA and is eligible to fulfill ARRA orders for the County of Fairfax, Virginia. This amendment shall only apply to orders placed by the County of Fairfax, Virginia under this Contract. This amendment shall not apply to any orders against this Contract that are placed utilizing the U.S. Communities connection to this Contract.

All other prices, terms, and conditions remain the same.

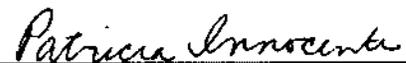
ACCEPTANCE:

BY: 
(Signature)

11/16/2009
(Date)

STEVE SIBON
(Printed)

VICE PRESIDENT
(Title)

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

DISTRIBUTION:

- Finance – Accounts Payable \ e
- DIT – Contracts – Mike Daily
- Facilities Management – James Campbell
- HCD / Financial Management – Kevin (Casey) Sheehan
- FCPS / Facilities Services Design and Construction – Lee Ann Pender
- Assistant Buyer/ Team 4 – HP
- Contractor
- Contract Specialist – TLS

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

11-18-09
PAC

**COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS**

August 27, 2009 (revised)

If this contract or grant involves the use of funds from the federal American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("Recovery Act"), the following terms and conditions apply. As used in this Section, "Contractor/Grantee" means the contractor or grantee receiving Recovery Act funds from the County of Fairfax ("County") under this agreement.

- 1. The Contractor/Grantee specifically agrees to comply with each of the terms and conditions contained herein.*

- 2. Contractor/Grantee understands and acknowledges that the federal stimulus funding process is still evolving and that new requirements for Recovery Act compliance may still be forthcoming from federal government and the County of Fairfax. Accordingly, Contractor/Grantee specifically agrees that both it and subcontractors/subgrantees will comply with all such requirements during the contract period.*

DUNS NUMBER

All contractors are required to provide the County with their unique Dun & Bradstreet Data Universal numbering System D-U-N-S® number prior to award.

CONFLICTING REQUIREMENTS

Contractor/Grantee agrees that, to the extent Recovery Act requirements conflict with County of Fairfax requirements, the Recovery Act requirements shall control.

FALSE CLAIMS ACT Contractor/Grantee agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has submitted a claim under the federal False Claims Act, as amended, 31 U.S.C. §§3729-3733, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS
August 27, 2009 (revised)

ENFORCEABILITY

Contractor/Grantee agrees that if Contractor/Grantee or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of Recovery Act funds, the County of Fairfax may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the County of Fairfax under all applicable state and federal laws.

INSPECTION OF RECORDS

Contractor/Grantee agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the federal Inspector General Act of 1978, as amended, 5 U.S. App. §§3 and 8(g), or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, any activities funded with funds appropriated or otherwise made available by the Recovery Act; and (2) interview any officer or employee of Contractor/Grantee or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the Recovery Act.

JOB POSTING REQUIREMENTS

Section 1512 of the Recovery Act requires states receiving stimulus funds to report on jobs created and retained as a result of the stimulus funds. Contractors/Grantees who receive Recovery Act funded contracts are required to provide the County an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as the result of the contract.

PROHIBITION ON USE OF RECOVERY ACT FUNDS

Contractor/Grantee agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

REPORTING REQUIREMENTS

Pursuant to Section 1512 of Title XV of the Recovery Act, County departments receiving Recovery Act funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, the contractor agrees to provide the County with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the County to comply with ARRA reporting requirements. Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the Recovery Act, are pending review by the federal government, and were published in the Federal Register, 74 Federal Register, 14824 (April 1, 2009), and are to be provided online at www.FederalReporting.gov. The contractor must provide any other information reasonably requested by the County or required by state or federal law or regulation.

COUNTY OF FAIRFAX
ARRA STANDARD TERMS AND CONDITIONS ADDENDUM
FOR CONTRACTS AND GRANTS
August 27, 2009 (revised)

SUBCONTRACTOR REQUIREMENTS

Contractor/Grantee agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the Recovery Act.

WAGE REQUIREMENTS

Contractor/Grantee agrees that, in accordance with Section 1606 of Title XVI of the Recovery Act, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Virginia are located at: <http://www.gpo.gov/davisbacon/va.html>

WHISTLEBLOWER PROTECTION

Contractor/Grantee agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the Recovery Act, which prohibits all non-federal Contractor/Grantees of Recovery Act funds, including the County of Fairfax, and all contractors and grantees of the County of Fairfax, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Recovery Act funds; (2) a gross waste of Recovery Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds; (4) an abuse of authority related to implementation or use of Recovery Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Recovery Act funds. In addition, Contractor/Grantee agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of the Recovery Act.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date: **APR 24 2009**

Insight Public Sector, Inc.
444 Scott Drive
Bloomington, IL 60108

Attention: Steve Sibon, Vice President

Reference: RFP09-997736-42; Technology Products/Equipment and Technology
Services/Solutions

Dear Mr. Sibon:

Acceptance Agreement
Contract Number: RQ09-997736-42B

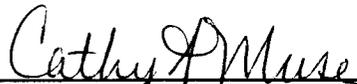
This acceptance agreement signifies a national contract award to Insight Public Sector, Inc. for the provision of Technology Products/Equipment, Section A and Technology Services/Solutions, Section B. The period of the contract shall be from May 1, 2009 through April 30, 2013, with three (1) one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 19 within ten (10) days after receipt of this letter.

Sincerely,



Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

4-28-09
DRE



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax, 2009x
County

MEMORANDUM OF NEGOTIATIONS

RFP09-997736-42; Technology Products/Equipment and Technology Services/Solutions

The County of Fairfax (hereinafter called the County) and Insight Public Sector, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ09-997736-42B. The final contract contains the following documents:

- a. County's Request for Proposal RFP09-997736-42 and all Addenda;
- b. The Contractor's Technical and Cost Proposals dated December 9, 2008;
- c. The Contractor's response to interview questions dated February 5, 2009;
- d. The County and Contractor's clarification of items dated March 2, 2009;
- e. The Contractor's response to items for Negotiation dated March 19, 2009;
- f. The Contractor's release of proprietary and confidential items dated April 7, 2009;
- g. This Memorandum of Negotiation and any Attachments;
- h. County purchase order;
- i. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. Signed U. S. Communities General Administration Agreement.

ACCEPTED BY:



Steve Sibon, Vice President
Insight Public Sector, Inc.

4/14/09
Date



Cathy A. Muse, CPPO
Director/County Purchasing Agent

4/24/09
Date

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228