

**VENABLE<sup>®</sup>**<sub>LLP</sub>

Lars E. Anderson  
t (703) 760-1605  
f 703.821.8949  
leanderson@venable.com

September 19, 2008

Laura B. Zuchowski  
Contracting Officer  
U.S. Citizenship and Immigration Services  
U.S. Department of Homeland Security  
70 Kimball Avenue  
South Burlington, VT 05403

**Re: Agency-Level Protest of Delivery Order HSSCCG-08-J-00312 Improperly  
Awarded to MultimaxArray & GTSI**

Dear Ms. Zuchowski:

This Agency-Level Protest is timely filed on behalf of Wildflower International, Ltd. ("Wildflower"), 1500 South St. Francis Drive, Santa Fe, New Mexico 87505, telephone: (505) 466-9111, facsimile: (505) 466-9100, pursuant to Federal Acquisition Regulation ("FAR") 33.103 and Code of Federal Regulations ("CFR") Vol. 13, §121.1000, regarding Delivery Order HSSCCG-08-J-00312 (the "Delivery Order") issued by your office to MultimaxArray. As discussed in detail below, the U.S. Citizenship and Immigration Services' ("USCIS") award of any Delivery Order to MultimaxArray violates the FirstSource master IDIQ contract, violates FAR and violates the Small Business regulations.

### INTRODUCTION

The award of the Delivery Order and any other delivery orders to MultimaxArray under the FirstSource master contract is improper because MultimaxArray no longer exists and may never have been a small business concern. The FirstSource IDIQ contracts were 100% Small Business Set-Asides under NAICS Code 541519, (150 employees). It is believed that at the time the FirstSource contract HSHQDC-07-D-00027 was awarded on February 7, 2007, the joint venture MultimaxArray was not a qualified small business concern. Multimax Incorporated ("Multimax") was a large business in 2007 and there is no record at the Small Business Administration ("SBA") or the Department of Homeland Security ("DHS") indicating that a Mentor/Protégé relationship was approved for Multimax and Array Information Technology, Inc., ("Array"). Thus, they should have been treated as affiliated under 13 CFR §121 and eliminated from consideration for a FirstSource contract. If Multimax and Array represented that they were in an approved Mentor/Protégé relationship when they responded to the FirstSource solicitation that representation would appear to be misleading.

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Laura B. Zuchowski

September 19, 2008

Page 2

Regardless of their small business status when the FirstSource contract was awarded that status subsequently changed. We have recently learned that in June 2008, Multimax merged with Harris Technical Services Corporation to form a new corporate entity, Harris IT Services Corporation. Thus, Multimax and the joint venture of MultimaxArray has ceased to exist. USCIS cannot award contracts to entities that no longer exist.

Other events have also occurred which disqualify MultimaxArray from any delivery order awards under the FirstSource contract. We have learned that GTSI Corporation, ("GTSI") a large business, has taken control of MultimaxArray, deciding which delivery orders to submit proposals, preparing proposals and then performing virtually 100% of the delivery orders awarded under the FirstSource contract no. HSHQDC-07-D-00027. Apparently GTSI has entered into purchase agreements with a number of computer hardware vendors specifically for fulfillment of the FirstSource delivery orders, even though GTSI is ineligible and does not hold a FirstSource IDIQ contract. In fact, it is believed that on the "kick-off" meeting for the recently awarded \$165Million Delivery Order held at USCIS headquarters on September 18, 2008, GTSI was the entity representing the "contractor." Thus, it is apparent to USCIS that GTSI, not Multimax and not Array is the actual contractor under contract no. HSHQDC-07-D-00027.

USCIS must cancel the award of the Delivery Order and all other delivery orders awarded to MultimaxArray that have not been fully performed. USCIS must refer the status of Array and its affiliation with Harris IT Services Corporation and GTSI to the SBA. USCIS should also initiate an investigation into representations that were made to the Government on behalf of MultimaxArray in regard to their small business status and performance of FirstSource delivery orders.

## **I. Wildflower is an Interested Party**

Wildflower is a legitimate small business under NAICS Code 541519 and holder of a FirstSource Master IDIQ contract. Wildflower is fully eligible and capable of competing for and performing any delivery order issued under the FirstSource program. As a prospective offeror for all delivery orders issued under the FirstSource program, Wildflower has a direct economic interest that is affected by allowing large businesses affiliated with the so-called MultimaxArray contract to compete and perform FirstSource delivery orders.

## **II. This Protest is Timely Filed**

In accordance with FAR 33.103(c) this Protest is filed no later than ten (10) days after the basis for the Protest is known or should have been known. Wildflower received notice on September 15, 2008 that the Delivery Order had been awarded to

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Laura B. Zuchowski  
September 19, 2008  
Page 3

MultimaxArray. Wildflower immediately requested a debriefing, which USCIS has not provided. Wildflower learned on September 18, 2008 that GTSI was representing the contractor at the kick-off for this large Delivery Order and would perform the requirements of this Delivery Order. At the same time Wildflower learned that Multimax had ceased to exist and had been merged into a new corporate entity. Pursuant to Section 843 of the National Defense Authorization Act of Fiscal Year 2008, Pub. L. 110-181, 122 Stat. 3, 236-39 (2008) task order awards valued at \$10 million or more under IDIQ contracts are now protestable. This protest, to the extent it is challenging the size status of MultimaxArray, is timely filed in accordance with 13 CFR §121.1004 because it is within five (5) days of learning of the Delivery Order award.

## DISCUSSION

### **I. MultimaxArray has Ceased to Exist and/or is Not a Small Business and Contract no. HSHQDC-07-D-00027 is Null and Void.**

As a result of the FirstSource procurement in 2007 Contract no. HSHQDC-07-D-00027 was awarded to a joint venture known as MultimaxArray. Multimax had over 1,000 employees and Array about 20, so there can be no doubt as to which company would perform the majority of the FirstSource requirements. Their website indicated that they had established an approved Mentor/Protégé relationship in order to qualify as a small business and be eligible for an award of a FirstSource IDIQ contract. However, neither the SBA or DHS has any record that Multimax and Array had ever established an approved Mentor/Protégé relationship. This raises questions as to whether the original award of FirstSource contract no. HSHQDC-07-D-00027 to MultimaxArray was valid and whether the nature of their relationship may have been misrepresented to USCIS in order to obtain a FirstSource contract.

Whatever the small business status of MultimaxArray may have been in February 2007, when contract no. HSHQDC-07-D-00027 was awarded, it is certain that the contractor no longer exists. According to Articles of Merger filed with the State of Maryland on June 13, 2008 Multimax Incorporated merged with Harris Technical Services Corporation (another large business with over 16,000 employees worldwide) and formed a new corporate entity, Harris IT Services Corporation with over 3,000 employees worldwide. Thus, Multimax, which had formed a joint venture with Array for the award of FirstSource contract no. HSHQDC-07-D-00027, has ceased to exist. Therefore the joint venture contractor, MultimaxArray no longer exists.

It is also noted that Array was originally incorporated in the State of Maryland in 1997, but forfeited in 1999 for failure to pay taxes. Array was revived as a Maryland corporation in March 2002. However, according to the Maryland Department of Assessments and Taxation, Array is no longer a corporation in "good standing." Thus, it

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Laura B. Zuchowski

September 19, 2008

Page 4

appears that neither member of the MultimaxArray joint venture currently exists as a legal entity.

There is no record to indicate that the successor to Multimax, Harris IT Services Corporation, has formed a joint venture with Array or that contract no. HSHQDC-07-D-00027 has been novated pursuant to FAR 42.12 to reflect the Multimax and Harris Technical Services Corporation merger. There are also no record to indicate that Harris IT Services Corporation and Array have filed the mandatory recertification regarding small business status after the merger. See FAR 52.219-28.

The joint venture of MultimaxArray has ceased to exist and no potential successor joint venture involving Harris IT Services Corporation and Array has, or could legitimately recertify as a small business under the FirstSource program. Therefore, contract no. HSHQDC-07-D-00027 has become null and void and no FirstSource delivery order may be awarded to that contract.

**II. GTSI has Control of Contract no. HSHQDC-07-D-00027 and Performs Delivery Orders Awarded to that Contract.**

GTSI Corporation ("GTSI") is another large business that performs information technology services including the integration of multi-vendor computer equipment, configuration, customization of hardware and software. We have learned that GTSI has made arrangements that allow GTSI to manage and control the MultimaxArray contract no. HSHQDC-07-D-00027. It is understood that GTSI employees represent MultimaxArray in all contractual dealings and correspondence with USCIS. GTSI, as the MultimaxArray "account manager" determines which FirstSource delivery orders to bid on and GTSI employees prepare proposals on behalf of the no longer existing MultimaxArray joint venture.

We have learned that GTSI has entered into agreements with various computer hardware and equipment vendors and negotiated pricing specifically to meet FirstSource requirements, even though GTSI is not, and could not be, a FirstSource contractor. It is believed that in such vendor agreements GTSI represents that it is a "prime contractor" under the USCIS FirstSource program and is responsible for the preparation of any proposal submitted to USCIS. Thus, GTSI is essentially performing all the vital services required by delivery orders issued to the MultimaxArray contract. GTSI apparently designs the systems necessary to satisfy a FirstSource delivery order, selects the computer hardware and software configurations, negotiates pricing with the vendors, prepares the MultimaxArray proposal and then performs all the necessary services to install, maintain, provide technical support and training to the DHS user.

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Laura B. Zuchowski

September 19, 2008

Page 5

It is understood that at the "kick-off" meeting for the \$165M Delivery Order held at USCIS headquarters there were a number of GTSI employees representing the "contractor" and present to discuss all aspects of the performance of the Delivery Order. Thus, USCIS is clearly aware that GTSI, a large business, is performing any delivery order issued to MultimaxArray. It is apparent that the MultimaxArray contract is a sham or subterfuge being used by GTSI to take hundreds of millions of dollars in business away from legitimate small businesses. This raises serious questions as to why USCIS would ignore or waive the FirstSource 100% small business set-aside requirement for the benefit of GTSI.

## CONCLUSION

It is well established that there is an overriding public interest in preserving the integrity of the federal government procurement process by requiring Government officials to follow procurement statutes and regulations. *See, e.g. United Int'l Investigative Servs.*, 41 Fed.Cl. at 323. Moreover, the Small Business program and set-asides for small business concerns represents overriding legal and policy principles that must be followed by procurement officials.

Basic contracting law prohibits the Government from awarding contracts to entities that no longer exist. Thus, even without the control of GTSI, the MultimaxArray contract is null and void. Even if Multimax and Array had not ceased to exist as legal entities, USCIS could not award delivery orders under that contract which would be controlled and performed by GTSI.

## REQUEST FOR RELIEF

Consistent with FAR 33.103, Wildflower requests that USCIS immediately direct MultimaxArray and GTSI to cease all work under this Delivery Order and contract-related activities under any other delivery orders awarded to the MultimaxArray contract no. HSHQDC-07-D-00027 that may result in additional obligations being incurred by the United States. Consistent with 13 CFR §121.1000 notify the SBA that MultimaxArray has ceased to exist, and are not eligible for any small business set-aside contracts and request that SBA determine the size status of Array given its apparent affiliation with GTSI and Harris IT Services Corporation.

Further, in consideration of the foregoing, Wildflower respectfully requests:

- (a) A ruling from an independent review at a level above the Contracting Officer on this protest, in accordance with FAR 33.103(d)(4);

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September 19, 2008

Page 6

- (b) Relief, in accordance with FAR 33.103(d)(2)(vi), in the form of cancellation of the award of the Delivery Order to MultimaxArray (GTSI) and a meaningful opportunity for Wildflower to fairly compete for the Delivery Order work; and
- (c) Copies of all Agency documentation relevant to this procurement, including, but not limited to, all communications between USCIS and MultimaxArray and/or GTSI, regarding this procurement, and documentation reflecting USCIS discussions regarding this Delivery Order;
- (d) Copies of all Agency documentation relevant to delivery orders awarded under contract no. HSHQDC-07-D-00027, including, but not limited to, all communications between USCIS and MultimaxArray and/or GTSI, regarding responses to FirstSource delivery orders, the small business status of the MultimaxArray joint venture, the merger of Multimax with Harris Technical Services Corporation and the creation of Harris IT Services Corporation, the corporate status of Array, and the role of GTSI in the performance of delivery orders awarded to MultimaxArray.
- (e) Such other and further relief as is deemed just and proper.

The undersigned is prepared to execute a confidentiality agreement so that proprietary or source selection information contained in the requested documents is not disclosed to Wildflower or any other unauthorized party.

If you have any questions, please contact the undersigned. Your attention to this matter is greatly appreciated.

Respectfully submitted,



Lars E. Anderson

Peter A. Riesen

*Counsel for Wildflower International, Ltd.*

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# ATTACHMENT 1

**From:** Clark Dudley [mailto:Clark.Dudley@gtsi.com]  
**Sent:** Monday, July 21, 2008 11:43 AM  
**To:** LAMBERSON, JILL; FIRSTSOURCE@CWSC.COM; FIRSTSOURCE@EGSOLUTIONSINC.COM;  
FIRSTSOURCE@GOV-ACQ.COM; FIRSTSOURCE@GOVPLACE.COM; FIRSTSOURCE@IGOV.COM;  
FIRSTSOURCE@NCST.COM; FIRSTSOURCE@NETDIRECT.COM; FIRSTSOURCE@WILDFLOWERINTL.COM;  
GVANSCHOOR@ALLPOINTSLOGISTICS.COM; INFO@FIRSTSOURCEJV.COM; MultimaxArray  
**Subject:** RE: Adobe Software

Please accept this email as Multimax Array's formal no bid for this specific procurement.

Thanks

**Clark Dudley**  
GTSI Corp.  
Account Manager  
Department of Homeland Security  
FirstSource Partner - Multimax Array  
Direct - 703-502-2936  
Fax- 703-483-6054  
clark.dudley@gtsi.com  
firstsource@arrayinfotech.com



**From:** LAMBERSON, JILL [mailto:jill.lamberson@dhs.gov]  
**Sent:** Monday, July 21, 2008 11:32 AM  
**To:** FIRSTSOURCE@CWSC.COM; FIRSTSOURCE@EGSOLUTIONSINC.COM; FIRSTSOURCE@GOV-ACQ.COM;  
FIRSTSOURCE@GOVPLACE.COM; FIRSTSOURCE@IGOV.COM; FIRSTSOURCE@NCST.COM;  
FIRSTSOURCE@NETDIRECT.COM; FIRSTSOURCE@WILDFLOWERINTL.COM;  
GVANSCHOOR@ALLPOINTSLOGISTICS.COM; INFO@FIRSTSOURCEJV.COM; MultimaxArray  
**Subject:** Adobe Software  
**Importance:** High

We are requesting bids on the following item:

3 ea Adobe Professional V8.0 License

Please return bids no later than Wednesday, July 23<sup>rd</sup> at 12:00 p.m. CDT.

Thanks.

Jill Lamberson  
Del Rio Sector / Finance  
830-778-7182



# **ATTACHMENT 2**

**TEAMING AGREEMENT**

This TEAMING AGREEMENT ("Agreement") is entered into as of this 22st day of July, by and between GTSI Corporation ("Reseller"), with offices at 3901 Stonecroft Boulevard, Chantilly, VA 20151-1010, and Dell Marketing LP. and Dell Federal Systems LP. (collectively "Dell" or "Subcontractor") with offices at One Dell Way, Round Rock, TX 78682, each being a "Party" and collectively the "Parties."

WHEREAS, the Department of Homeland Security CIS EUSC ("AGENCY") issued MDO # HSSCCG-08-Q-00173 seeking to procure information technology products and services ("RFP") and seeking proposals for information technology products and Products ("Program"); and

WHEREAS, each of the Parties to this Agreement, having carefully assessed the qualifications and interest of the other, have concluded that the Parties have complementary business capabilities the combination of which would be advantageous to offer to AGENCY and enhance the likelihood of a prime contract award to Prime Contractor; and

WHEREAS, Prime Contractor intends to submit a proposal including Dell Products, as part of its solution ("Proposal") in response to the RFP, and in the event of award of a prime contract to Prime Contractor, place orders to Dell under the Dell/Prime Contractor Reseller Agreement;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, promises, and conditions set forth herein, the Parties agree as follows:

1. Responsibilities of the Parties

a. Specifically with respect to the aforementioned RFP, Prime Contractor shall:

- i) [REDACTED] Dell information technology products ("Products") in its Proposal and throughout terms of award and resulting contract in all cases where Dell offers a compliant product ([REDACTED]) unless otherwise mutually agreed upon in writing by both parties;
- ii) Provide overall program management for the proposal effort;
- iii) Have final responsibility and authority for the preparation, format and contents of any Proposal made to AGENCY in response to the RFP;
- iv) Furnish to Dell all information and technical data needed by them to perform its responsibilities under this Agreement;
- v) Be responsible for and keep Dell informed of significant developments, events and deadlines throughout the procurement process (the procurement process includes pre-Proposal activities, preparation the submission of the initial Proposal, any

Dell-GTSI DHS CIS EUSC HSSCCG-08-Q-00173  
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negotiations or discussions with AGENCY and submission of the best and final offers);

v) Hold strictly confidential any and all information, in whatever form, directly or indirectly related to this Agreement, including but not limited to, strategy, products, and pricing, and shall agree not share any information outside dedicated resources;

vii) Upon award of the prime contract MDO issue orders to Dell for the Product and Services requirements that arise under the resulting AGENCY MDO.

b. Dell shall:

i) In consideration of Prime Contractor's paragraph 1(a)(i) above, provide [redacted] to Prime Contractor for the Dell Products set forth on Exhibit A.

ii) In a timely manner provide Prime Contractor with technical, management, and other supporting documentation reasonably required for each task to be performed by the Team. Such information and support includes, but is not limited to, support of Prime Contractor oral presentations, product technical information/specifications, pricing information, past performance information, and other such information reasonably necessary for Prime Contractor to perform its responsibilities under this Agreement;

iii) To the extent deemed reasonably necessary by the parties; participate in (a) the preparation and negotiation of the Proposal, and (b) contacts and communications with AGENCY where authorized by Prime Contractor, relating to or affecting both Prime and the Team;

2. Relationship of the Parties

a. Prime Contractor and Subcontractor are independent contractors. Neither party shall be deemed an agent, partner or joint venturer of the other party, and nor shall either party have any right, power or authority to act in any way in the name of the other party. No other relationship is intended to be created between the parties. Neither party will state, imply or knowingly permit any third party to infer that any other relationship exists between the parties without the other party's prior written consent. Neither party shall state, imply or knowingly permit any third party to infer that such party is authorized to execute or agree on behalf of the other party, or bind the other party to, any agreement (whether oral or written), instrument or document of any kind whatsoever. Except as expressly provided herein, each party retains the right to compete with the other party in any manner and in respect of any Products or Products. Nothing in this Agreement shall give either party any rights as a partner in or owner of the business of the other party, or entitle either party to any of the profits of the other party, or entitle either party to control in any manner the conduct of the other party's business. Each party shall be solely responsible for and shall pay all federal, state or local income, franchise, sales, use, personal property, ad valorem, value added, stamp

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or other taxes, levies or fees, together with all penalties, fines and interest, imposed upon such party that arise out of the Procurement.

- b. This Agreement is non-exclusive as to Dell. That is, in pursuit of an award under the solicitation Dell may, without restrictions of any kind, participate in proposal activities/teaming arrangements competing with the Prime Contractor/Dell team, either independently as a prime contractor or as a subcontractor team member.

3. Term and Termination of the Agreement

- a. This Agreement and all rights and duties hereunder, except those in Section 5 and Section 6, shall terminate upon the happening of the earliest of any of the following:

- i. Cancellation of this requirement by AGENCY;
- ii. Award of a prime contract to Prime Contractor resulting from the Proposal and the execution of the aforementioned commercial item subcontract;
- iii. Failure of AGENCY to consent to Dell as a subcontractor, where such approval is required;
- iv. Written notification from AGENCY that award under the RFP has been made to a contractor other than Prime Contractor; provided, however, that in the event of a protest of such award, this Agreement shall remain in full force and effect until the protest has been finally resolved and the contract has been awarded to a contractor other than Prime Contractor;
- v. Written notification by Prime Contractor that it no longer intends to submit a Proposal;
- vi. The inability of the Prime Contractor and Subcontractor, after negotiation in good faith, to reach agreement on the terms of the aforementioned commercial item subcontract within sixty (60) days from the award of the prime contract;
- vii. The bankruptcy, insolvency, reorganization under the bankruptcy laws, or assignment for the benefit of creditors by either party;
- viii. The sanctioning, suspension or debarment by the Government of either party;
- ix. The mutual consent of both parties in writing; or
- x. One year after the effective date of this Agreement.

- b. If Prime Contractor or Subcontractor fails to perform a material obligation under this Agreement, the non-breaching party shall give written notice by Certified Mail, return receipt requested, to the alleged breaching party of such alleged breach, describing in reasonable detail any alleged deficiency. The alleged breaching party shall have thirty

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- e. Neither Party may disclose the other's Proprietary Information without the prior written consent of the originating Party. Subcontractor consents to the disclosure of Proprietary Information by Dell to the Customer as part of the Proposal contemplated herein, and Subcontractor agrees to mark all such Proprietary Information with the appropriate stamp, legend or other clear and conspicuous written identification which unambiguously indicates the information being provided is the originating Party's Proprietary Information.
- f. Proprietary Information shall remain the property of the originating Party and shall be returned to such Party upon request. Neither this Agreement nor the disclosure of Proprietary Information under this Agreement grants to either Party any right or license under any invention, patent, trademark, copyright or other right owned or controlled by either Party, nor shall any disclosure constitute any representation, warranty, assurance, guarantee or inducement concerning the infringement of any patent, trademark, copyright or other rights of others. No warranty of accuracy or completeness of any Proprietary Information is provided.
- g. In the event that a Party inadvertently discloses Proprietary Information of the other Party, the Party who inadvertently caused disclosure shall promptly notify the furnishing Party of the disclosure, take all reasonable steps to retrieve the inadvertently disclosed Proprietary Information and immediately take steps to preclude further disclosure. Any inadvertent disclosure of Proprietary Information does not relieve either Party from its continued adherence to the terms and conditions in this Agreement. The Party who inadvertently disclosed Proprietary Information shall also exert reasonable efforts to assist the Party whose Proprietary Information was inadvertently disclosed in the execution of a Proprietary Information agreement with each third Party to whom the inadvertent disclosure was made.
- h. If the receiving Party is faced with judicial or governmental action to disclose Proprietary Information received hereunder, the receiving Party must use reasonable efforts legally to resist disclosing the originating Party's Proprietary Information, and shall promptly notify the originating Party of any such action. The originating Party, at its discretion, may join in contesting such disclosure.
- i. The rights, duties and obligations of each Party set forth in this Section with respect to Proprietary Information survive the termination of this Agreement.
- j. The following individuals are designated as the primary points of contact for receipt of proprietary information under this Agreement:

Dell:

Brian Greenwood  
Fed. Sr. Contracts Consultant  
One Dell Way  
Round Rock, TX 78682  
800J 727-1100

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701 02

5



all such joint invention or copyrighted works. Neither party shall take action, which will adversely affect the rights of the other party without the prior written consent of the other party. Each party shall have the right to make copies and derivative works of copyrighted works, and to make, have made, use, sell and have sold such inventions and Products or processes incorporating such data, information, copyrighted works or inventions without accounting to the other party.

- e. The rights, duties and obligations of each party set forth in this Section shall survive any termination or expiration of this Agreement.

**7. Publicity**

No press release, public announcement, advertisement or publicity relating to this Agreement, any proposal made pursuant to this Agreement or any agreement resulting from the Procurement, shall be made or released without the prior written consent and approval of both of the Parties.

**8. Disputes**

Any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to this Agreement, to performance by either party hereunder, or to the threatened, alleged, or actual breach thereof by either party, which is not disposed of by mutual agreement within a period of thirty (30) days after one party has provided written notice of the dispute to the other, shall be subject to executive level review by the Prime Contractor and Subcontractor. If this review process is not successful within a reasonable period of time, then the dispute shall be arbitrated pursuant to the Commercial Rules of the American Arbitration Association, before an arbitrator mutually agreed to by the parties; provided, however, the discovery rules of the Federal Rules of Civil procedure shall apply in such proceeding. Any such arbitration shall be held in the Washington, D.C. metropolitan area, or elsewhere as mutually agreed to by the parties. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction. Neither party shall institute any action or proceeding against the other party in any court with respect to any dispute which is or could be the subject of a claim or proceeding pursuant to this Article. Nothing in this Section prevents either party from exercising its right to terminate this Agreement in accordance with its terms.

**9. Limitation of Liability**

Neither party shall be liable to the other for any damages or amounts representing loss of profits, loss of business, lost savings, or indirect, incidental, special, consequential, or punitive damages of the other party, whether such damages are alleged to have resulted from breach of contract or tort, for any cause relating to or arising out of this Agreement.

**10. Miscellaneous**

- a. This Agreement is the entire Agreement between the parties and supersedes all prior oral or written agreements, commitments, understandings or communications with respect to the subject matter of this Agreement. This Agreement may not be modified.

DISCLOSURE OF INFO & INTERESTS OF 2009  
7/28/09



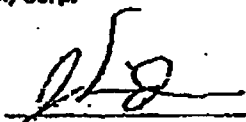
except in writing, signed by both parties.

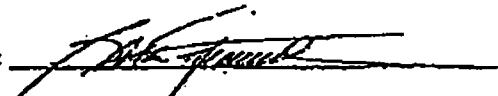
- b. Neither Party may assign its rights under these terms and conditions without the other Party's prior written consent, which will not be unreasonably withheld or delayed.
- c. The invalidity or unenforceability of any provision of these terms and conditions or portion of a provision shall not affect the validity or enforceability of any other provision of these terms and conditions or the remaining portion of the applicable provision.
- d. The failure of Prime Contractor or Subcontractor to insist upon performance of any of the terms or conditions contained in this Agreement, to exercise any right or privilege conferred by these terms and conditions, or the waiver by Prime Contractor or Subcontractor of any breach of any of the terms or conditions contained in this Agreement shall not be construed as a subsequent waiver of any such terms or conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.
- e. The validity, construction, scope and performance of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction, except as to any provisions of this Agreement which are governed by the laws of the United States of America, as to which provisions such laws of the United States shall govern.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first appearing above.

GTSI, Corp.

Dell Marketing L.P.

By: 

By: 

Name: Jeff Snider

Name: Brian Greenwood

Title: Sr. Director

Title: Sr. Fed. Contracts Consultant

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