

DELTA DEVELOPMENT GROUP, INC
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE AND SERVICES

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

Delta Development Group, Inc.
2000 Technology Parkway
Mechanicsburg, PA 17050
717-441-9030
www.deltaone.com

Contract Number: _____ **GS-35F-0194V** _____

Period Covered by Contract: January 29, 2014 – January 28, 2019

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #A345, dated September, 2013.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Application Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SIN 132-34 - MAINTENANCE OF SOFTWARE

FSC/PSC Class Z299 MAINT, REP/ALTER/ALL OTHER

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY
EQUIPMENT AND SOFTWARE**

FPDS Code U012

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SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances, the services must be performance by the publisher or manufacturer or one of their authorized agents.

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**INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL
ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

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Ordering and Payment Information:

Delta Development Group, Inc.
2000 Technology Parkway
Mechanicsburg, PA 17050
Phone: 717-441-9030, or
877-441-9030
Fax: 717-441-9056

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Phone: 717-441-9030, or
877-441-9030

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: *18758039*
Block 30: Type of Contractor - *B. Other Small Business*____
Block 31: Woman-Owned Small Business - *NO*
Block 36: Contractor's Taxpayer Identification Number (TIN): *25-1566160*

4a. CAGE Code: *NOT APPLICABLE*

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

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6. DELIVERY SCHEDULE

- a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)

All SINS

30 Days

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- 7. DISCOUNTS:** Prices shown are NET Prices; a dollar volume discount may apply as explained in clause c.

- a. Prompt Payment: NOT APPLICABLE.
- b. Quantity: NOT APPLICABLE.
- c. Dollar Volume: Ordering activities receive an initial purchase volume discount of 15% to 20% off the purchase prices as follows: purchases of two to three licenses receive a 15% discount; purchases of four or more licenses receive a 20% discount.
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other: NOT APPLICABLE

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

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9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

Special Item Number 132-52 - Electronic Commerce (EC) Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE
CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION
STANDARDS REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS
PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted

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in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

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- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

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GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional

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characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74; Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____-dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

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- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The following GUARANTEE/WARRANTY applies to this contract:
 - 1) The Contractor warrants for a term of one (1) year from the date of shipment or electronic download (Software Warranty Period), as applicable, that the Software will materially conform to the functional specifications described in the product document. Any maintenance and support provided under this warranty must be completed within the Software Warranty Period in order to receive the warranty remedy set forth below.
 - 2) The Contractor's sole obligation under this Software Warranty Period shall be, at the Contractor's discretion, to provide a work-around or correction for, or replace any defective Software so as to enable the Software to materially conform to the product specifications. If the Contractor is unable to provide a work-around or correction for, or replace the Software so that it materially conforms to the product specifications, then the Contractor will, upon the ordering activity's written request for cancellation of the order, refund the license fee paid by the ordering activity to the Contractor under the order.
 - 3) The Contractor shall have no obligation under this warranty if the Software has been (1) used other than in accordance with this Contract or the product specifications and documentation; (2) modified by a party other than the Contractor; or (3) combined with hardware or software not identified in the product specifications as being compatible with the Software.
 - 4) Except as expressly provided under this section, the Contractor makes no warranties to any person or entity with respect to the Software or any derivatives thereof, and disclaims all implied warranties, including without limitation, any warranties of informational content, system data, and system integration. In no event will the Contractor be liable for the ordering activity's use, misuse, or failure to use the Software.
 - 5) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purposes described in this Contract.

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- 6) Limitation of Liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

Standard technical support is available Monday through Friday between the hours of 7:30 a.m. – 5:30 p.m., Eastern Standard Time.

Phone: 877.441.9030 (toll free)

717.441.9030 (Local)

Fax: 717.441.9056

E-mail: tvsupport@deltaone.com

The Contractor shall notify the ordering activity of any changes in the methods to be used to obtain standard technical support.

4. SOFTWARE MAINTENANCE

The purchase of a Total Visibility Software license includes one (1) year of maintenance and support from the date of shipment or electronic download. The ordering activity has the option to purchase an additional extension of one (1) year at the ordering activity's election under Schedule Item Number 132-34 – Maintenance of Software, MAINTENANCE AS A PRODUCT, detailed below.

Software Maintenance as it is defined:

- a) **Software Maintenance as a Product** - The terms and agreements outlined below represent the Contractor's maintenance and support agreement.
- i) **ORDERING ACTIVITY'S RESPONSIBILITIES**
- (1) Access – The ordering activity agrees to provide the Contractor with reasonable access to all necessary personnel to answer any questions about any problems reported by the ordering activity regarding the Software.
 - (2) Use of Updates by Ordering Activity – The ordering activity also agrees to promptly implement all updates provided by the Contractor.
 - (3) Error Identification by the Ordering Activity – Upon identification of any programming error, the ordering activity shall notify the Contractor of such error and shall provide the Contractor with a problem report and enough information to reproduce the error.

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- (4) Problem reports must provide the Contractor with reasonable detail of the nature and circumstances surrounding the error, including, but not limited to, the following information:
 - (a) The name and version number of the Contractor's product in use
 - (b) The name and version number of the operating systems
 - (c) A detailed description of the problem
 - (5) The Ordering Activity's Support Contacts – The ordering activity shall designate persons as its Support Contacts to be generally available during the ordering activity's regular business hours to confer with the Contractor regarding problem reports and other support-related issues.
 - (6) The ordering activity shall notify the Contractor of any changes in the persons designated as Support Contacts.
- ii) MAINTENANCE
- (1) Provision of Updates – The Contractor shall provide updates to the ordering activity and shall notify the ordering activity in writing of any impending updates due to maintenance or scheduled new releases at least fourteen (14) days prior to the targeted release date of the updates. The notification of new releases shall include the documented release notes that will detail the changes being made to the Software.
 - (2) Error Investigation – The Contractor will promptly investigate the facts and circumstances of the error and provide an explanation or a reasonable work-around solution as is appropriate for the circumstance.
 - (3) The Contractor shall use its reasonable efforts to respond to problem reports.
 - (4) Level of Effort – The following services shall be made available to the ordering activity under this Contract:
 - (a) Level One Incidents: Unlimited technical services support is available for all Level One Incidents. Level One Incidents are defined as those incidents that are related to the usage of the Software.
 - (b) Level Two Incidents: Should the ordering activity declare an emergency, the Contractor will provide twenty-four (24) hours of coverage per day for technical support during an emergency declaration. An emergency call-down list will be provided, which lists resources to call to initiate emergency support for off-hours contact.
 - (c) The Contractor shall correct any reproducible programming errors in the Software attributable to the Contractor with the level of effort commensurate with the error, provided that the Contractor shall have no obligation to correct all errors in the Software.

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- (d) The Contractor shall not be responsible for correcting any errors not attributable to the Contractor. Errors attributable to the Contractor shall be those that are reproducible by the Contractor on unmodified Software.
- iii) Telephone Support – The Contractor shall provide support via telephone. Hours and contact information for technical support are set forth in this Contract. The Contractor will report all problems before the close of the following business day. However, the ordering activity acknowledges that this does not necessarily mean that a resolution will be achieved by the close of the following business day.
- iv) E-mail Support – The Contractor will provide the ordering activity with e-mail support. Hours and contact information for e-mail support are set forth in this Contract. The Contractor will report all problems before the close of the following business day. However, the ordering activity acknowledges that this does not necessarily mean that a resolution will be achieved by the close of the following business day.
- v) On-site Support – On-site support for issues caused by defects in the Software is provided by the Contractor, at the Contractor’s sole discretion, only when on-site services are warranted for expediency or technical assistance.
- vi) Extended Support – For issues not caused by defects in the Software, the Contractor will make extended support and professional services available to the ordering activity for additional fees. Prices for extended support will be at the Contractor’s GSA scheduled hourly rates.
- vii) Causes Not Attributable to the Contractor – The ordering activity shall reimburse the Contractor at the Contractor’s then-current time and material rates for all time the Contractor spent investigating an error or malfunction that the Contractor reasonably determines to have been caused by a modification to the Software that was neither made nor authorized by the Contractor, or that the Contractor determines to have been caused by another software process or another software product(s).
- viii) Exclusions – The Contractor is not required to provide any maintenance services directly related to problems attributable to: (i) the ordering activity’s failure to implement all updates to the Software; (ii) any alterations of or additions to the Software performed by parties other than the Contractor or parties not approved by the Contractor in writing; and (iii) use of the Software on any operating system or computing device other than the operating system or computing device for which such Software was designed for and licensed for use on. Support for any earlier version or for other problems not covered under the Contract may be obtained at the Contractor’s then-current rates for professional services.

b) SOFTWARE MAINTENANCE AS A SERVICE

Software maintenance as a service includes integrating with the ordering activity’s legacy systems, customized implementation, and Software updates to accommodate special

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implementation needs. Software maintenance as a service will be outlined in a Statement of Work, priced according to the Contractor's GSA scheduled rates contained in Table B.2 below and billed in arrears in accordance with 31 U.S.C. 3324. Title to the Software shall remain with the Contractor.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34) - NOT APPLICABLE

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE -- NOT APPLICABLE

7. TERM LICENSE CESSATION -- NOT APPLICABLE

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion

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thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

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The Contractor shall insert the discounted pricing for right-to-copy licenses. *NOT APPLICABLE*

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

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- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

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7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

One training course is provide with each licensed purchased.

10. DESCRIPTION OF TRAINING SERVICES

The Contractor provides the following classroom training services:

Administrative Training Course

- **Course Description:** The purpose of the course is to provide an in-depth and detailed overview of the *Total Visibility Software* system. Course participants will be instructed on policies and procedures of the system, installation specific requirements, advanced user access, and general maintenance of the product.
- **Target Audience:** System administrators, state or county application power users.
- **Class Size:** The recommended class size is 20 to 25 students.
- **Course Length:** This is a four-hour course.
- **Method of Instruction:** Lecture, group discussion, group activities within a computer lab environment, and one-on-one instruction, as needed.
- **Learning Objectives:**
 - Basic system operations
 - Advanced system operations
 - System policies and procedures
 - Ability to troubleshoot and provide assistance to other users
 - Ability to utilize all aspects of the system

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User Training Course

- **Course Description:** The purpose of the course is to provide a comprehensive overview of the *Total Visibility Software* system. Course participants will be instructed on policies and procedures of the system and user processes. Local level users will be instructed on a series of limited administrative capabilities.
- **Target Audience:** Stakeholder and advocacy network organizations, county or municipal staff, community leaders, and emergency response personnel.
- **Class Size:** The recommended class size is 20 to 25 students.
- **Course Length:** This is a three-hour course.
- **Method of Instruction:** Lecture, group discussion, group activities within a computer lab environment, and one-on-one instruction, as needed.

- **Learning Objectives:**
 - Basic system operations
 - Advanced system operations
 - System policies and procedures
 - Ability to troubleshoot and provide assistance to other users within their authority level
 - Ability to utilize all aspects of the system

Public Training Course

- **Course Description:** The purpose of the course is to provide a basic overview of the *Total Visibility Software* system. Course participants will be instructed on policies and procedures of the system and user processes. Community groups, institutional partners, and advocacy groups are key partners in efforts to foster preparedness, outreach, and message dissemination. Public training focuses on system basics and the concepts that are required from end users.
- **Target Audience:** Stakeholder and advocacy network organizations, CERT teams, special community organizations, county or local staff, community leaders, private sector partners, and volunteer personnel.
- **Class Size:** The recommended class size is 30 to 40 students.
- **Class Length:** This is a two-hour course.
- **Method of Instruction:** Lecture and group discussion; minimal hands-on software training.
- **Learning Objectives:**

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- Basic system use
- System policies and procedures
- Ability to troubleshoot and provide assistance to other users within their authority level
- Ability to utilize all aspects of the system

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) AND
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

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3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or

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- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

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9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to

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time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

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16. DESCRIPTION OF IT/EC SERVICES

a. Information Technology Services Description

The Contractor will provide customers with the activities described in any Statement of Work that may, by mutual written consent, be associated with the Contractor's identified FPDS codes, as follows:

- FPDS Code D301 – IT Facility Operation and Maintenance
- FPDS Code D302 – IT Systems Development Services
- FPDS Code D306 – IT Systems Analysis Services
- FPDS Code D307 – Automated Information Systems Design and Integration Services
- FPDS Code D308 – Programming Services
- FPDS Code D310 – IT Backup and Security Services
- FPDS Code D311 – IT Data Conversion Services
- FPDS Code D316 – IT Network Management Services
- FPDS Code D399 – Other Information Technology Services, Not Elsewhere Classified

The Contractor offers a wide variety of information technology services to public and private sector clients. These services include full life cycle application development, IT strategic planning, requirements analysis, system/process reengineering, business impact analysis, project management, facilitation, network security evaluations, disaster recovery planning, network architecture, design and implementation.

b. Pricing Methodology

Pricing for all IT services shall be in accordance with the Contractor's customary commercial practices; e.g., job titles, hourly rates, monthly rates, term rates, and/or fixed prices. GSA hourly rates are contained in Table D below.

c. Commercial Job Titles

Job Title: Senior Vice President

- Minimum General Experience: This position requires 10+ years of experience.
- Functional Responsibilities: A senior vice president provides high level leadership, decision-making, and strategic direction at the corporate level. This position also assists all levels of management with budgets, client relations, proposals, and project technical assistance.
- Minimum Education: A Bachelor's Degree or related field experience is required.

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Job Title: Engagement Manager

- **Minimum General Experience:** This position requires 10+ years of experience.
- **Functional Responsibilities:** An engagement manager provides guidance and operational direction to the project team; develops proposals and budgets; negotiates contracts with clients; interprets data and research and applies to projects; prepares for and conducts client meetings; facilitates and evaluates exercises, focus groups, and stakeholder meetings; supervises one or more project managers; serves as a point of contact for clients on contractual and administrative issues; and provides subject matter expertise to the projects.
- **Minimum Education:** A Bachelor's Degree or related field experience is required.

Job Title: Program Manager

- **Minimum General Experience:** This position requires 10+ years of experience.
- **Functional Responsibilities:** A project manager is responsible for the operational oversight of the project and leads the project team efforts. Direct and manage project development from beginning to end. Coordinating the efforts of team members and third-party contractors. Define project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders. Develop full-scale project plans and associated communications documents. Effectively communicate project expectations to team members and stakeholders in a timely and clear fashion. Liaise with project stakeholders on an ongoing basis. Estimate the resources and participants needed to achieve project goals. Set and continually manage project expectations with team members and other stakeholders. Delegate tasks and responsibilities to appropriate personnel. Identify and resolve issues and conflicts with the project team. Develop and deliver progress reports, proposals, requirements documentation, and presentations. Determine the frequency and content of status reports from the project team, analyze results, and troubleshoot problem areas. Define project success criteria and disseminate them to involved parties throughout project life cycle.
- **Minimum Education:** A Bachelor's Degree in Information Technology, Public Policy, or Business Administration or related field experience is required.

Job Title: Senior IT Consultant

- **Minimum General Experience:** This position requires 5+ years of experience in application development and software application life cycle. In addition, experience should include Web development with interaction to existing databases and legacy systems.
- **Functional Responsibilities:** A senior IT consultant leads the design and development efforts to deliver customized applications to clients. This position is responsible for working as part of a team to analyze requirements, procedures, and problems to bring innovative and realistic technology solutions that meet our clients'

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business needs. A strong understanding of .NET, C#, ASP, GIS (ESRI, ArcIMS, MapServer), html, xml, relational databases, project life cycle methodology, and project management is required.

- Minimum Education: A BS in Information Systems or related field experience is required.

Job Title: IT Consultant

- Minimum General Experience: This position requires 3+ years of experience in application development and software application life cycle. Additional experience should include Web development with interaction to existing databases and legacy systems.
- Functional Responsibilities: An IT consultant works as part of a team to analyze client requirements, procedures, and problems to bring innovative and realistic technology solutions that meet our clients' business needs. An understanding of .NET, C#, ASP, GIS (ESRI, ArcIMS, MapServer), html, xml, relational databases, and project life cycle methodology is required.
- Minimum Education: A BS in information systems or related field experience is required.

Job Title: Senior Network Consultant

- Minimum General Experience: This position requires 5+ years of experience.
- Functional Responsibilities: A senior network consultant leads project team members through the design of network architecture and the development of high availability systems. In addition, this position provides disaster recovery planning and business impact analysis on these specialized projects, and is responsible for working as part of a team to analyze requirements, procedures, and problems to provide innovative and realistic technology solutions that meet our clients' business needs.
- Minimum Education: A BS in Information Systems or related field experience is required.

Job Title: Network Consultant

- Minimum General Experience: This position requires 3+ years of experience.
- Functional Responsibilities: A network consultant works as part of a project team installing and troubleshooting network servers, workstations, and peripherals. This position also develops system requirements, analyzes client networking needs, and makes recommendations for improvement.
- Minimum Education: A BS in Information Systems or related field experience is required.

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Job Title: Senior Associate

- **Minimum General Experience:** This position requires 5+ years of experience.
- **Functional Responsibilities:** A senior associate takes the lead on project analysis and research; performs requirements gathering, business impact analysis, and risk management; facilitates sessions, conducts testing, and develops and interprets surveys; and provides software training and subject matter expertise to the project team. This position is responsible for working as part of a team to analyze requirements, procedures, and problems in order to bring innovative and realistic technology solutions that meet our clients' business needs.
- **Minimum Education:** A Bachelor's Degree or related field experience is required.

Job Title: Associate

- **Minimum General Experience:** This position requires 3+ years of experience.
- **Functional Responsibilities:** An associate works as part of team to provide analysis, research, requirements gathering, business impact analysis, risk management, facilitated sessions, testing, survey development and interpretation, software training, and subject matter expertise to the project team. This position is also responsible for working as part of a team to analyze requirements, procedures, and problems to bring innovative and realistic technology solutions that meet our clients' business needs.
- **Minimum Education:** A Bachelor's Degree or related field experience is required.

Job Title: Quality Assurance Analyst

- **Minimum General Experience:** This position requires 3+ years of experience.
- **Functional Responsibilities:** A quality assurance analyst develops and implements testing scripts; detects and reports software and logic errors; develops user documentation; conducts quality assurance activities for all project deliverables; and provides software training and support.
- **Minimum Education:** A Bachelor's Degree or related field experience is required.

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PRODUCTS AND SERVICES PRICE LISTS

SIN 132-33 - GSA Perpetual License Software Price List

The following matrices represent the Contractor’s price list for GSA Multiple Award Schedule 70 customers.

TABLE A.1 – Total Visibility – Special Needs Registry (SNR)

SNR		GSA Price
Product Code	Municipal Population	Municipal License
TVSNR-1	10,000 and below	\$9,772.75
TVSNR-2	10,001 - 65,000	\$14,659.13
TVSNR-3	65,001 - 300,000	\$24,431.88
TVSNR-4	300,001 - 900,000	\$34,204.63
TVSNR-5	900,000 and above	\$48,863.75
	State Population	Enterprise License
TVSNR-6	1 million and below	\$83,068.38
TVSNR-7	1 - 3 million	\$156,364.00
TVSNR-8	3 - 4 million	\$234,546.00
TVSNR-9	4 - 8 million	\$312,728.00
TVSNR-0	Above 8 million	\$390,910.00
	Federal Agency	Agency License
TVSNR-10	Agency	\$139,639.50

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TABLE A.2 – Total Visibility – Resource Management System (RMS)

RMS		GSA Price
		Municipal License
Product Code	Municipal Population	
TVRMS-1	10,000 and below	\$9,772.75
TVRMS-2	10,001 - 65,000	\$14,659.13
TVRMS-3	65,001 - 300,000	\$24,431.88
TVRMS-4	300,001 - 900,000	\$34,204.63
TVRMS-5	900,000 and above	\$48,863.75
		Enterprise License
	State Population	
TVRMS-6	1 million and below	\$83,068.38
TVRMS-7	1 - 3 million	\$156,364.00
TVRMS-8	3 - 4 million	\$234,546.00
TVRMS-9	4 - 8 million	\$312,728.00
TVRMS-0	Above 8 million	\$390,910.00
		Agency License
	Federal Agency	
TVRMS-10	Agency	\$139,639.50

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TABLE A.3 – Total Visibility – Patient Tracking System (PTS)

PTS		GSA Price
Product Code	Municipal Population	Municipal License
TVPTS-1	10,000 and below	\$7,329.56
TVPTS-2	10,001 - 65,000	\$9,772.75
TVPTS-3	65,001 - 300,000	\$19,545.50
TVPTS-4	300,001 - 900,000	\$29,318.25
TVPTS-5	900,000 and above	\$43,977.38
	State Population	Enterprise License
TVPTS-6	1 million and below	\$48,863.75
TVPTS-7	1 - 3 million	\$97,727.50
TVPTS-8	3 - 4 million	\$146,591.25
TVPTS-9	4 - 8 million	\$195,455.00
TVPTS-0	Above 8 million	\$244,318.75
	Federal Agency	Agency License
TVPTS-10	Agency	\$99,742.50

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TABLE A.4 – Total Visibility – Damage Assessment (DA)

Damage Assessment		GSA Price
		Municipal License
Product Code	Municipal Population	
TVDA-1	10,000 and below	\$7,329.56
TVDA-2	10,001 - 65,000	\$9,772.75
TVDA-3	65,001 - 300,000	\$19,545.50
TVDA-4	300,001 - 900,000	\$29,318.25
TVDA-5	900,000 and above	\$43,977.38
		Enterprise License
	State Population	
TVDA-6	1 million and below	\$48,863.75
TVDA-7	1 - 3 million	\$97,727.50
TVDA-8	3 - 4 million	\$146,591.25
TVDA-9	4 - 8 million	\$195,455.00
TVDA-0	Above 8 million	\$244,318.75
		Agency License
	Federal Agency	
TVDA-10	Agency	\$99,742.50

**Total Visibility Software* licenses include unlimited client access licenses in the ordering activity's jurisdiction.

DISCOUNTS

The ordering activities also receive an initial purchase volume discount of 15% - 20% off of the purchase prices as follows: purchases of 2 to 3 licenses receive a 15% discount; purchases of 4 or more licenses receive a 20% discount.

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SIN 132-34 GSA Maintenance and Support Price List

TABLE B.1 – MAINTENANCE AS A PRODUCT

Code	Description	GSA Price
TVMAINT-0	Total Visibility Annual Software Maintenance and Support	15.75 % of License Fee

Total Visibility

Software Maintenance and Support Agreement

This Total Visibility – Special Needs Software Maintenance and Support Agreement, hereinafter referred to as the “Agreement,” is made as of this ___ day of <MONTH> <YEAR>, by and between Delta Development Group, Inc., a Pennsylvania corporation, located at 2000 Technology Parkway, Mechanicsburg, Pennsylvania 17050-9407, hereinafter referred to as “Delta,” and the GSA Customer located at the address listed in the GSA Customer Purchase Order, hereinafter referred to as the “Licensee.” When the end user is an instrumentality of the U.S. Government, this agreement is a contract with the U.S. Government and becomes effective when signed by the contractor and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, ordering activities placing orders against the Schedule or ID/IQ contract are subject to this agreement as a term of the contract. This EULA (or TOS as applicable) shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

WHEREAS, Delta has granted a Software License to the Licensee for the Software;

WHEREAS, subject to the provisions, terms, and conditions set forth herein, the Licensee desires Delta to perform Software Maintenance and Support Services, and Delta desires to perform such services for the Licensee;

NOW THEREFORE, in consideration of the mutual covenants, warranties, representations, and agreements set forth herein, Delta and the Licensee agree as follows:

1. INCORPORATION OF RECITALS

The preceding recitals are incorporated herein and made a part of this Agreement in their entirety.

2. TERMS AND PAYMENTS

2.1 Initial Term

This Agreement shall be effective for the dates stated in the GSA Customer’s Purchase Order hereinafter referred to as the “Initial Term”.

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2.2 Renewal Term

The Licensee has the option to purchase additional extensions at the Licensee's election. Renewal Terms are not automatic. The Licensee must provide written notice to Delta at least thirty (30) days prior to the expiration of the Agreement of the Licensee's election to purchase a subsequent Renewal Term.

2.3 Payments by the Licensee

At the start of the Initial Term, Delta will invoice the Licensee for Software Maintenance and Support Services in the amount and according to the terms stated in the GSA Customer Purchase Order. When the end user of this contract is an instrumentality of the US Government, equitable relief, award of attorney fees, costs or interest is only allowed against when explicitly provided by statute (, Prompt Payment Act or Equal Access to Justice Act.)

2.4 Termination

When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Delta shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

3. THE LICENSEE'S RESPONSIBILITIES

3.1 Access

The Licensee agrees to provide Delta with reasonable access to all necessary personnel, subject to Government security requirements to answer any questions about any errors reported by the Licensee regarding the Software.

3.2 Error Identification by the Licensee

Upon identification of any programming error, the Licensee shall notify Delta of such error and shall provide Delta with a problem report and enough information to reproduce the error.

3.3 The Licensee's Support Contacts

The Licensee shall designate persons as its support contacts to be generally available during the Licensee's regular business hours to confer with Delta regarding error reports and other support-related issues.

The Licensee shall notify Delta of any changes in the persons designated as support contacts.

4. MAINTENANCE AND SUPPORT SERVICES

4.1 Error Investigation

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Delta will promptly investigate the facts and circumstances of the error and provide an explanation or a reasonable workaround solution as is appropriate for the circumstance.

Delta shall use its reasonable efforts to respond to problem reports.

4.2 Level of Effort

The following services shall be made available to the Licensee under this Agreement:

Level One Incidents: Unlimited technical services support is available for all Level One Incidents. Level One Incidents are defined as those incidents that are related to the usage of the Software.

Level Two Incidents: Should the Licensee declare an emergency, Delta will provide twenty-four (24) hours of coverage per day for technical support during the emergency. An emergency call-down list will be provided that lists resources to call to initiate emergency support during non-business hours.

Delta shall correct any reproducible programming errors in the Software attributable to Delta with the level of effort commensurate with the error, provided that Delta shall have no obligation to correct all errors in the Software.

Delta shall not be responsible for correcting any errors not attributable to Delta. Errors attributable to Delta shall be those that are reproducible by Delta on unmodified Software.

4.3 Telephone Support

Delta shall provide support via telephone. Hours and contact information for technical support are set forth in this Agreement. Issues will be addressed with the contact reporting the error before the close of the following business day. However, the Licensee acknowledges that this does not necessarily mean that a resolution will be achieved by the close of the following business day.

4.4 E-mail Support

Delta will provide the Licensee with e-mail support. Hours and contact information for e-mail support are set forth in this Agreement. Issues will be addressed with the contact reporting the error before the close of the following business day. However, the Licensee acknowledges that this does not necessarily mean that a resolution will be achieved by the close of the following business day.

4.5 Extended Support

For issues not caused by errors in the Software, Delta will make extended support and professional services available to the Licensee pursuant to the execution of a new GSA Customer Purchase Order..

4.6 Software Hosting

The Total Visibility Software Product is hosted in the Microsoft Azure environment. The Microsoft Azure environment provides secured network and database architecture that is

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constantly updated and patched. The virtual machine with the website is updated and patched by Delta when Microsoft releases the monthly security updates.

4.7 Provision of Updates

Delta shall provide scheduled Updates to the Licensee and shall notify the Licensee in writing of any impending Updates due to maintenance or new release at least fourteen (14) days prior to the targeted release date of the Updates. The notification of new releases shall include the documented release notes that will detail the changes being made to the Software.

5. **DELTA'S CONTACT INFORMATION**

5.1 Delta's Primary Contact

Delta will designate a primary point of contact for the appointed Licensee contact(s) to coordinate and resolve any issues associated with the installation and use of the Software.

For any questions regarding this Agreement, including, but not limited to, the structure or covered services, the primary point of contact at Delta is Richard J. Rossi, Senior Vice President of Information Technology, available by phone at 717.441.9030.

Delta shall notify the Licensee of any changes in the person designated as Delta's primary contact.

5.2 Standard Technical Support

Standard technical support is available Monday through Friday between the hours of 7:30 a.m. – 5:30 p.m., Eastern Standard Time.

Phone: 877.441.9030 (toll free)

717.441.9030

Fax: 717.441.9056

E-mail: tvsupport@deltaone.com

6. **GENERAL PROVISIONS**

6.1 Notices

Any notice, request, demand, or other communication required or permitted to be given under this Agreement will be sufficient, if in writing and if delivered personally, or sent by certified or registered mail, or sent by a nationally-recognized overnight courier. Any such notice will be deemed to be given on the date delivered or mailed in the manner provided above. Delta and the Licensee may change their contact information and contact persons by notice to the other party.

6.2 Waiver

The waiver by the Licensee or Delta of a breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any other breach of such other party.

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6.3 Interpretation

Nothing in this Agreement amends or modifies any of the provisions, terms, or conditions of the Software License.

The Licensee acknowledges that it is not entering into this Agreement on the basis of any representation that is not expressly written in this Agreement.

6.4 Amendment

This Agreement may be amended or modified only by written agreement signed by all of the parties hereto.

6.5 Assignment

This Agreement will not be assignable by the Licensee without the express written consent of Delta, which shall not be unreasonably withheld. Assignment is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013).

6.6 Limitation of Liability

Delta shall not be liable for punitive, consequential, special indirect, or incidental damage arising in any manner from the performance of this Agreement. Delta's total liability shall be limited to one hundred percent (100%) of the Software Maintenance and Support Services fee paid by the Licensee to Delta under the then-current Term of this Agreement. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by Delta's negligence; (2) for fraud; (3) for express remedies under law or the contract; or (4) for any other matter for which liability cannot be excluded by law.

6.7 Governing Law

This Agreement shall be governed by the laws of the United States. When the end user is an instrumentality of the US Government, this is a contract with the US Government and is subject to the Federal Acquisition Regulation. Venue, jurisdiction and statute of limitations for any disputes are determined by the applicable federal statute (Federal Tort Claims Act, Contract Disputes Act, etc.).

6.8 Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions, terms, and conditions of this Agreement shall remain in full force and effect.

6.9 Counterparts

This Agreement is executed in multiple counterparts. Each of these multiple originals shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Delta and the Licensee, intending to be legally bound hereby, have caused this Agreement to be executed as of the Effective Date.

DELTA DEVELOPMENT GROUP, INC.

THE GSA CUSTOMER

By: _____

Eric R. Clancy
 Executive Vice President

By: _____

<INSERT NAME>
 <INSERT TITLE>

By: _____

Richard J. Rossi
 Senior Vice President Information Technology

By: _____

<INSERT NAME>
 <INSERT TITLE>

SIN 132-50 GSA Price List for Labor Categories for Classroom Training

TABLE C

Product Code	Course	GSA Price
TVTRAIN-1	Administration Training Course	\$1,993.64
TVTRAIN-2	User Training Course	\$1,495.23
TVTRAIN-3	Public Training Course	\$996.82

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SIN 132-51 GSA Price List for Information Technology Services

Professional services price schedule

TABLE D

Labor Category	GSA Price
Vice President	\$166.14
Engagement Manager	\$154.41
Program Manager	\$146.59
Senior IT Consultant	\$131.93
IT Consultant	\$117.27
Senior Network Consultant	\$131.93
Network Consultant	\$117.27
Senior Associate	\$131.93
Associate	\$117.27
Quality Assurance Analyst	\$78.18

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**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Delta Development Group, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Richard J. Rossi at 717-441-9030, 717-441-9056 (fax), rrossi@deltaone.com.

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(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

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- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.