AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-8  Purchase of New Equipment
Special Item No. 132-12 Equipment Maintenance
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services
Special Item No. 132-100 Ancillary Supplies and/or Services

Note: 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.

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT
FSC CLASS 7010 - SYSTEM CONFIGURATION
Other Systems Configuration Equipment, Not Elsewhere Classified
- Installation (FPDS Code N070) for Equipment Offered

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE
FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)
- Maintenance
- Repair Service
- Repair Parts/Spare Parts

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES
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 – which is catagorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

Application Software
Electronic Commerce (EC) Software
Ancillary Financial Systems Software

Microcomputers

Application Software
Electronic Commerce (EC) Software
Ancillary Financial Systems Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interfaces 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.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

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.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software
Electronic Commerce (EC) Software
Ancillary Financial Systems Software

Microcomputers

Application Software
Electronic Commerce (EC) Software
Ancillary Financial Systems 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.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.
SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

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 D317  Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
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.

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D399 and Pager Services  Other Data Transmission Services, Not Elsewhere Classified - Except “Voice”

SPECIAL ITEM NUMBER 132-100 – ANCILLARY SUPPLIES AND/OR SERVICES

No Sublins
Vecna Technologies, Inc.
6404 Ivy Lane, Suite 500
Greenbelt, MD 20770
240-965-4500
www.vecna.com

Contract Number: GS-35F-0363L

Period Covered by Contract: October 21, 2016 – April 23, 2021

General Services Administration
Federal Acquisition Service
Pricelist current through Modification # PA055 dated April 8, 2016

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
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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!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) 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:

- [X] 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:**

**Ordering & Payment Address:**

Vecna Technologies, Inc.
Attn: Contracting
6404 Ivy Lane, Suite 500
Greenbelt, MD 20770
240-965-4500
240-547-6133 (FAX)
info-1@vecnamedical.com
finance@vecna.com

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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:

240-965-4550

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

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

Block 16: Data Universal Numbering System (DUNS) Number: 094078958
Block 30: Type of Contractor:

B. Other Small Business

Block 31: Woman-Owned Small Business - Yes
Block 37: Contractor's Taxpayer Identification Number (TIN): 52-2152399
Block 40: Veteran Owned Small Business (VOSB): N/A

4a. CAGE Code: IOYC7
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

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:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-8</td>
<td>Negotiated with Ordering Agency</td>
</tr>
<tr>
<td>132-12</td>
<td>Typically 30 Days</td>
</tr>
<tr>
<td>132-32</td>
<td>Negotiated with Ordering Agency</td>
</tr>
<tr>
<td>132-33</td>
<td>Negotiated with Ordering Agency</td>
</tr>
<tr>
<td>132-34</td>
<td>Typically 30 Days</td>
</tr>
<tr>
<td>132-51</td>
<td>Negotiated with Ordering Agency</td>
</tr>
<tr>
<td>132-52</td>
<td>Typically 30 Days after Receipt of Enrollment Documentation</td>
</tr>
</tbody>
</table>

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; Basic Discounts have been deducted.
   a. Prompt Payment: N/A
   b. Quantity: N/A
   c. Dollar Volume: N/A
   d. Other Special Discounts (i.e. Government Education Discounts, etc.): N/A

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.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **Small Requirements:** The minimum dollar of orders to be issued is **$100.00**

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**
   a. The Maximum Order for the following Special Item Numbers (SINs) is **$500,000:**
      Special Item Number 132-8 - Purchase of Equipment
      Special Item Number 132-12 - Equipment Maintenance
      Special Item Number 132-32 - Term Software Licenses
      Special Item Number 132-33 - Perpetual Software Licenses
      Special Item Number 132-34 - Maintenance of Software as a Service
      Special Item Number 132-51 - Information Technology Professional Services

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 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
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.

(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 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.
(i) 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!

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.gsaadvantage.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. 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 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.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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:

All prices for overseas orders must be separately negotiated with Vecna as cost for shipping, installation, etc. are significantly higher.

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

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 receive 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 segreagable 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
23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes ___ X ___
No ________

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL):

By sending an e-mail request to info-l@vecnamedical.com

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)

(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)
1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

   Equipment is typically not self-installable. Installation costs vary by location, size of the order, equipment ordered, and other factors. Rates are based on Vecna's SIN 132-51 rates.

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. 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 or SIN 132-9.
c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE
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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. WARRANTY
a. Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:
   Vecna Technologies, Inc.
   36 Cambridgepark Drive
   Cambridge, MA
   617-864-0636

7. PURCHASE PRICE FOR ORDERED EQUIPMENT
The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT
When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).
TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor’s service points. If any additional charge is to apply because of the greater distance from the Contractor’s service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Vecna Technologies, Inc.
36 Cambridgepark Drive
Cambridge, MA
617-864-0636

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS
   a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
   b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE
   When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE
   a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
   b. Equipment placed under maintenance service shall be in good operating condition.
      (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
      (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
      (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY
   a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
   b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
   c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR
   a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor’s service area, the charge will be negotiated at the Task Order level.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

N/A

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service
areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

### REPAIR SERVICE RATES

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>MINIMUM CHARGE*</th>
<th>REGULAR HOURS</th>
<th>AFTER HOURS</th>
<th>SUNDAYS AND HOLIDAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR'S SHOP</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

*MINIMUM CHARGES INCLUDE 1 FULL HOURS ON THE JOB.*
**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.**

10. **REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated May 2012, at the discounts specified on such list.

11. **GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

a. **REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of **90 days**.

b. **REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period **90 days**.

12. **INVOICES AND PAYMENTS**

a. **Maintenance Service**

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. **Repair Service and Repair Parts/Spare Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**
1. **INSPECTION/ACCEPTANCE**

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. **ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. **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 Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

4. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM to 5:00 PM, Eastern Time.

5. **SOFTWARE MAINTENANCE**

   a. Software maintenance as it is defined: (select software maintenance type):

      ___X____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized
changes to software that solve one or more problems and is not included with the price of the
software. Software maintenance as a service includes person-to-person communications regardless
of the medium used to communicate: telephone support, on-line technical support, customized
support, and/or technical expertise which are charged commercially. Software maintenance as a
service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after
the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT
PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of
time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days
written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or
maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the
contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or
maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be
continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority
provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this
schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal
years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration
of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of
term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during
the subsequent period.
7. **CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to Zero Percent (0%) of all term license payments during the period that the software was under a term license within the ordering activity.

8. **TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for a period of Sixty (60) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.


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 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.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 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.

11. 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.

12. RIGHT-TO-COPY PRICING

N/A
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional 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 1-FSS-60 Performance Incentives (April 2000)

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.

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.

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/IAM 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

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**


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 (Dec 2007) 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/IAM Professional Services.

9. **INDEPENDENT CONTRACTOR**
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/IAM Professional 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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.

16. **DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor’s Degree in Computer Science
**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)**

****NOTE: If offering IT Professional Services with E-Commerce, use SIN 132-51 and include the Terms and Conditions applicable to the IT Professional Services offered.****

1. **SCOPE**
   
The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. **ELECTRONIC COMMERCE CAPACITY AND COVERAGE**
   
The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. **INFORMATION ASSURANCE**
   
   a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
   
   b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
   
   c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. **DELIVERY SCHEDULE.**
   
The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5. **INTEROPERABILITY.**
   
   When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.
6. ORDER
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

7. PERFORMANCE OF ELECTRONIC SERVICES
   The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR
   The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA
   The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING
    If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY
    The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below:

    **See pricing schedule**

    The warranty shall commence upon the later of the following:
    
    a. Activation of the user’s service
    b. Installation/delivery of the equipment

    The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.
12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Training needs are negotiated with the ordering agency, and can be provided at SIN 132-51 rates.

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

N/A – software is active as long as subscription is paid.

(b) Describe charges, if any, for additional usage guidelines.

N/A

(c) Describe corporate volume discounts and eligibility requirements, if any.

N/A
<table>
<thead>
<tr>
<th>TERMS AND CONDITIONS APPLICABLE TO ANCILLARY SUPPLIES AND /OR SERVICES (SPECIAL ITEM NUMBER 132-100)</th>
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</thead>
</table>

No applicable products.
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

(Name of Company) 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:

Vecna Technologies, Inc.
Attn: Contracting
6404 Ivy Lane, Suite 500
Greenbelt, MD 20770
240-965-4500
240-547-6133 (FAX)
info-1@vecnamedical.com
finance@vecna.com
SAMPLE BLANKET PURCHASE AGREEMENT

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ___________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity       Date       Contractor       Date
(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) __________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
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<tr>
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(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
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(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:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
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(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;

(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.

********************************************************************************************************************************************************************************
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.
<table>
<thead>
<tr>
<th>SIN</th>
<th>MFR</th>
<th>MFR PART NO</th>
<th>DEALER PART NUMBER</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA OFFER PRICE</th>
<th>CO O</th>
</tr>
</thead>
</table>
| 132-8 | Dell | V90-SERVER-R720-1 | 9046 | VKIOSK® – SERVER R720 | Dell R720 server with the following specifications:  
(1) PowerEdge R720 (225-2133)  
(1) Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 4 Year Exten (934-3694)  
(1) Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-2678)  
(1) Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-2768)  
(1) Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair Initial Year (988-9131)  
(1) SATA Hard Drive Ltd Warranty with Basic Support, 4 Year Extended (989-4014)  
(1) SATA Hard Drive Ltd Warranty with Basic Support, Initial Year (994-4500)  
(1) DECLINED CRITICAL BUSINESS SERVER OR STORAGE SOFTWARE SUPPORT PACKAGE-CALL YOUR DELL SALES REP IF UPGRADE NEED (996-8029)  
(1) On-Site Installation Declined (900-9997)  
(1) Proactive Maintenance Service Declined (926-2979)  
(1) Keep Your Hard Drive, 5 Year (980-3634)  
(1) PowerEdge R720 Shipping (331-4437)  
(1) Risers with up to 4, x8 PCIe Slots + 2, x16 PCIe Slot (331-4439)  
(1) iDRAC7 Enterprise (421-5339)  
(1) Broadcom 5720 QP 1Gb Network Daughter Card (430-4418)  
(1) 2.5" Chassis with up to 8 Hard Drives (317-8472)  
(1) Bezel (318-1375)  
(1) Power Saving Dell Active Power Controller (330-5116)  
(1) RAID 10 for H710P/H710/H310 (4-16 HDDs in pairs) (331-4383)  
(1) PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529)  
(1) Intel Xeon E5-2640 2.50GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem 1333MHz (317-9595)  
(1) Heat Sink for PowerEdge R720 and R720xd (331-4508)  
(1) DIMM Blanks for Systems with 2 Processors (317-8688)  
(1) Intel Xeon E5-2640 2.50GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W (317-9609)  
(1) Heat Sink for PowerEdge R720 and R720xd (331-4508)  
(6) 8GB RDIMMs, 1333 MT/s, Low Volt, Dual Rank, x4 Data Width (317-9644)  
(1) 1333 MHz RDIMMs (331-4422)  
(1) Performance Optimized (331-4428)  
(8) 146GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive (342-0427)  
(1) No System Documentation, No OpenManage DVD Kit (310-5171)  
(1) DVD ROM, SATA, INTERNAL (313-9092)  
(1) ReadyRails Sliding Rails With Cable Management Arm (331-4433)  
(1) Dual, Hot-plug, Redundant Power Supply (1+1), 1100W (331-4607)  
(2) Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)  
(1) No Operating System (421-5736)  
(1) System Integration,Load Info F ile,SFW __ (360-2786)  
(1) CFI,Information,CSRouting,DIRECT,Factory Install (375-3085)  
(1) CFI,Information,SC2.0,CONUS,Factory Install (375-7617)  
(1) CFI Bypass EIDO (364-7502)  
(1) CFI,Information,MIAS, Post Burn,Factory Install (362-7806)  
(1) CFI,Information,Mias, Reporting,Factory Install (364-9289)  
(1) CFI Routing SKU (365-0257)  
(1) CFI,Pro,SVCS,Stand, Report,Server (366-4009)  
(1) CFI Titan Code for CFI FIDA orBypass SI (364-1846)  
(1) CFI,Fee,Integration,Tier1,RAID (366-4243)  
(1) CFI,Information,Raid,Custom, Factory Install (364-7651)  
Note: Other configurations available; Please call Vecna for other configuration and pricing options. | $ 9,785.39 | USA |
<table>
<thead>
<tr>
<th>Code</th>
<th>Vgo</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>V90-FK-KIOSK-V7</td>
<td>VGo ROBOTIC TELEPRESENCE SYSTEM WITH 4G</td>
<td>$639.45</td>
<td></td>
</tr>
<tr>
<td>V90-TT-KIOSK-V7</td>
<td>Self-Service Freestanding Kiosk</td>
<td>$5,642.32</td>
<td></td>
</tr>
<tr>
<td>V90-WM-KIOSK-V7</td>
<td>Self-Service Wall-Mounted Kiosk</td>
<td>$5,138.54</td>
<td></td>
</tr>
<tr>
<td>V90-WM-DISPLAY-V7</td>
<td>32&quot; or 42&quot; Pre-Configured Intelligent Queuing Monitor &amp; Mounting Bracket</td>
<td>$2,863.48</td>
<td></td>
</tr>
<tr>
<td>84-0204-001-A9</td>
<td>VKIOSK – DIGITAL SIGNAGE</td>
<td>$1,468.01</td>
<td></td>
</tr>
<tr>
<td>V1000-VZ1</td>
<td>VGo Robotic Telepresence System with 4G: Robotic system equipped with 4G LTE connectivity, battery, charge dock and power cord, handheld remote, download of web-based application by up to 20 users</td>
<td>$5,455.45</td>
<td></td>
</tr>
<tr>
<td>OP-HEA1</td>
<td>12&quot; HEIGHT EXTENSION ACCESSORY</td>
<td>$1,082.90</td>
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<tr>
<td>OP-BG1</td>
<td>50&quot; PADDED CARRY BAG FOR VGo ROBOT</td>
<td>$172.29</td>
<td></td>
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<tr>
<td>FR-CPC-US</td>
<td>AC POWER CORD (U.S.)</td>
<td>$63.48</td>
<td></td>
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<tr>
<td>OP-CD-US</td>
<td>CHARGING DOCK WITH POWER CORD (U.S.)</td>
<td>$359.45</td>
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<tr>
<td>OP-EB</td>
<td>EXTENDED LIFE BATTERY</td>
<td>$135.59</td>
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<tr>
<td>OP-RM</td>
<td>Remote, V1000</td>
<td>$63.70</td>
<td></td>
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<tr>
<td>OP-SB</td>
<td>STANDARD BATTERY</td>
<td>$68.25</td>
<td></td>
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<tr>
<td>OP-BX</td>
<td>VGo SHIPPING BOX</td>
<td>$54.41</td>
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<tr>
<td>SIN</td>
<td>MFR</td>
<td>MFR PART NO</td>
<td>DEALER PART NUMBER</td>
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<tr>
<td>132-8</td>
<td>Vgo</td>
<td>V-1000-E</td>
<td>V-1000-E</td>
</tr>
<tr>
<td>132-8</td>
<td>Vgo</td>
<td>OP-BOR1</td>
<td>OP-BOR1</td>
</tr>
<tr>
<td>132-8</td>
<td>Vgo</td>
<td>OP-EB-UPG</td>
<td>OP-EB-UPG</td>
</tr>
<tr>
<td>132-8</td>
<td>Vgo</td>
<td>UPG-USB-A1</td>
<td>FO-USB-A1</td>
</tr>
<tr>
<td>132-8</td>
<td>Vgo</td>
<td>UPG-FM1</td>
<td>UPG-FM1</td>
</tr>
<tr>
<td>132-8</td>
<td>Vgo</td>
<td>OP-CDE</td>
<td>OC-CDE</td>
</tr>
<tr>
<td>132-8</td>
<td>Vgo</td>
<td>FO-USB-A1</td>
<td>FO-USB-A1</td>
</tr>
</tbody>
</table>
BluVision iBEEK’s are a series of Bluetooth low energy (BLE) beacons enabling enterprises to understand and connect their mobile apps and platforms more closely with the physical world around them. iBEEK is designed for large deployments and long-term enterprise use, with battery life of up to three years on iBeacon™ mode and incorporating multiple real-time sensors — including temperature, light, and motion. Multiple iBEEKs can connect seamlessly to BluFi™, BluVision’s Bluetooth-to-Wi-Fi gateway that enables remote Beacon monitoring and cloud alerts via Bluetooth. With built-in Wi-Fi, BluFi bridges communication from any iBEEK with its built-in sensors to its cloud management platform, enabling connectivity across an organization.

Note: Minimum order of 1,000 units

<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>ONLY</th>
<th>BE ORDERED AT THE TIME THE VKIOSK PRODUCTS ARE ORDERED (SIN 132-8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-8 Vecna Technologies, Inc.</td>
<td>V90-OPT-002</td>
<td>VKIOSK® – OPTIONS – Sign Holder</td>
</tr>
<tr>
<td>132-8 Vecna Technologies, Inc.</td>
<td>V90-OPT-003</td>
<td>VKIOSK® – OPTIONS – Thermal Printer</td>
</tr>
<tr>
<td>132-8 Vecna Technologies, Inc.</td>
<td>V90-OPT-007</td>
<td>VKIOSK® – OPTIONS – Surge Protector</td>
</tr>
</tbody>
</table>

| VECNA KIOSK EXTENDED WARRANTIES (SIN 132-12) |
|-----------------|-------|---------------------------------------------------------------|
| 132-12 Vecna Technologies, Inc. | V90-WAR-FS-01 | VKIOSK® – FREESTANDING MODEL EXTENDED WARRANTY | Extended 1 Year Warranty | $392.95 | USA |
| 132-12 Vecna Technologies, Inc. | V90-WAR-TT-01 | VKIOSK® – TABLETOP MODEL EXTENDED WARRANTY | Extended 1 Year Warranty | $392.95 | USA |

<p>| TERM SOFTWARE LICENSE (SIN 132-32) |
|-----------------|-------|---------------------------------------------------------------|</p>
<table>
<thead>
<tr>
<th>Code</th>
<th>Vendor</th>
<th>Product</th>
<th>Abbr.</th>
<th>Description</th>
<th>Additional Info</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-32</td>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-CHECK-IN-ANNUAL</td>
<td>N/A</td>
<td>PATIENT CHECK-IN LICENSE: ANNUAL</td>
<td>Multi-clinic check-in capability Single clinic check-in capability Appointment Filtering Appointment Selection Demographics Verification Other Health Insurance Verification Advanced Directives Verification HIPAA Verification Global War on Terrorism (GWOT) Verification Encounter Form Printing Electronic Notification (HIPAA compliant text message to staff)</td>
<td>$4,937.03</td>
<td>USA</td>
</tr>
<tr>
<td>132-32</td>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-VSURVEY-ANNUAL</td>
<td>N/A</td>
<td>VSURVEY™ LICENSE: ANNUAL</td>
<td>Web-based survey management &amp; reporting Survey may be taken on kiosk as part of patient check-in, check-out, pre-registration Email surveys to participants Take Surveys on vKiosk and/or over the web</td>
<td>$4,937.03</td>
<td>USA</td>
</tr>
<tr>
<td>132-32</td>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-INS-CARD-SCANNING-ANNUAL</td>
<td>N/A</td>
<td>INSUR. CARD SCANNING LICENSE: ANNUAL</td>
<td>Card scanning can be performed at Kiosk or at Clerk Station Capture electronic image (both sides) of card Link to card image web accessible from Patient Queue (click &amp; view!)</td>
<td>$4,937.03</td>
<td>USA</td>
</tr>
<tr>
<td>132-32</td>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-PRE-REGISTRATION-ANNUAL</td>
<td>N/A</td>
<td>PRE-REGISTRATION LICENSE: ANNUAL</td>
<td>Demographics Verification Insurance Verification (OHI) Means Test Verification Copay Test Verification Eligibility Verification Enrollment Verification Pre-Registration Date Verification Appointment Listing (provider / location / time) Receipt Printing (Appointment list, pre-registration status, clinic locations)</td>
<td>$4,937.03</td>
<td>USA</td>
</tr>
<tr>
<td>132-32</td>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-QUEUING-ANNUAL</td>
<td>N/A</td>
<td>INTELLIGENT QUEUING LICENSE: ANNUAL</td>
<td>Provides a waiting room display to allows customers to see their position in the queue in real time and to summon customers to appropriate location</td>
<td>$4,937.03</td>
<td>USA</td>
</tr>
<tr>
<td>132-32</td>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-BILLPAY-ANNUAL</td>
<td>N/A</td>
<td>BILL PAY LICENSE: ANNUAL</td>
<td>Allows customers/patients to view outstanding account balances and make payment electronically (e.g. via credit card). Note: a separate per-transaction fee will be charged for all payment transactions processed through Vecna's hardware or software.</td>
<td>$4,937.03</td>
<td>USA</td>
</tr>
<tr>
<td>132-32</td>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-MEDREC-ANNUAL</td>
<td>N/A</td>
<td>MED. RECONCILIATION LICENSE: ANNUAL</td>
<td>Medication reconciliation helps prevent inadvertent medication inconsistencies by reviewing a patient's complete medication regimen</td>
<td>$4,937.03</td>
<td>USA</td>
</tr>
<tr>
<td>132-32</td>
<td>Jibestream</td>
<td>NM-EXTERIOR</td>
<td>N/A</td>
<td>NOVOMAP™ EXTERIOR WAYFINDING</td>
<td>NovoMap™ Exterior Wayfinding Includes: Point to Point directions built on Google Maps Enterprise Support for personalization and branding Usage tracking &amp; analytics with unique Google Analytics Key Maximum of 50,000 annual public map page loads Includes support &amp; maintenance Requires NovoMap™ Platform License</td>
<td>$18,281.11</td>
<td>Canada</td>
</tr>
<tr>
<td>132-32</td>
<td>Jibestream</td>
<td>NM-EXCESS-25K</td>
<td>N/A</td>
<td>NOVOMAP™ EXTERIOR WAYFINDING MAP PAGE LOAD EXCESS PACK</td>
<td>Google Maps Enterprise excess public map page loads pack includes: Additional 25,000 public map page loads</td>
<td>$2,665.99</td>
<td>Canada</td>
</tr>
<tr>
<td>License Type</td>
<td>Service/Feature</td>
<td>Description</td>
<td>Price</td>
<td>Country</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-CHECK-IN-PERPETUAL</td>
<td>Multi-clinic check-in capability Single clinic check-in capability Appointment Filtering Appointment Selection Demographics Verification Other Health Insurance Verification Advanced Directives Verification HIPAA Verification Global War on Terrorism (GWOT) Verification Encounter Form Printing Electronic Notification (HIPAA compliant text message to staff)</td>
<td>$24,685.14</td>
<td>USA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-VSURVEY-PERPETUAL</td>
<td>Web-based survey management &amp; reporting Survey may be taken on kiosk as part of patient check-in, check-out, pre-registration Email surveys to participants Take Surveys on vKiosk and/or over the web</td>
<td>$24,685.14</td>
<td>USA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-INS-CARD-SCANNING-PERPETUAL</td>
<td>Card scanning can be performed at Kiosk or at Clerk Station Capture electronic image (both sides) of card Link to card image web accessible from Patient Queue (click &amp; view!)</td>
<td>$24,685.14</td>
<td>USA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-PREREGISTRATION-PERPETUAL</td>
<td>Demographics VerificationInsurance Verification (OHI)Means Test VerificationCopay Test VerificationEligibility VerificationEnrollment VerificationPre-Registration Date VerificationAppointment Listing (provider / location / time)Receipt Printing (Appointment list, pre-registration status, clinic locations)</td>
<td>$24,685.14</td>
<td>USA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-INTELLIGENT-QUEUEING-PERPETUAL</td>
<td>Provides a waiting room display to allows customers to see their position in the queue in real time and to summon customers to appropriate location</td>
<td>$24,685.14</td>
<td>USA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-BILL-PAY-PERPETUAL</td>
<td>Allows customers/patients to view outstanding account balances and make payment electronically (e.g. via credit card). Note: a separate per-transaction fee will be charged for all payment transactions processed through Vecna's hardware or software.</td>
<td>$24,685.14</td>
<td>USA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>V90-LIC-MEDREC-PERPETUAL</td>
<td>Medication reconciliation helps prevent inadvertent medication inconsistencies by reviewing a patient's complete medication regimen.</td>
<td>$24,685.14</td>
<td>USA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jibestream</td>
<td>NM-LIC-BASE-PERPETUAL</td>
<td>Base NovoMap™ Application Site License Includes: Web-based administration module Published floor-plans module Basic messaging module Includes first year support &amp; maintenance</td>
<td>$16,926.95</td>
<td>Canada</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 132-33: Jibestream - NOVOMAP™ MOBILE WAYFINDING TEMPLATE

- **NOVOMAP™ Mobile Module for single venue. Includes:** UX Template for Mobile users, Browser-based, Mobile device detection (Responsive Design), Point to Point directions, iOS, Android, Blackberry Support, Tracking & analytics, MapBuilder for mobile DB connector. Includes first year support & maintenance Requires NovoMap™ Platform License

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>New VGo Purchase: Upgrades the standard 1 year return to factory warranty to Advanced Replacement Service</td>
<td>$ 19,042.82</td>
<td>Canada</td>
</tr>
</tbody>
</table>

### 132-34: Vecna Technologies, Inc. - VKIOSK® MODULE MAINTENANCE

- **Maintain Vecna vKiosk® software modules. Standard 100 hours of support per year.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>New VGo Purchase: 3 Year V-1000 Advance Replacement Service. Includes Free Battery at the start of each year</td>
<td>$ 14,962.22</td>
<td>USA</td>
</tr>
</tbody>
</table>

### 132-52: Passport Health Communications - PASSPORT ONESOURCE SOLUTION

- **OneSource™ is a stand-alone, Web-based user interface offering a robust set of services, payers and features that help verify patient demographic and insurance information, identify coverages, maintain payer compliance, accurately estimate and collect patient payments and more. Single and multiple inquiries can be processed real time with immediate responses, giving you fast access to the information you need to ensure you will get paid for the services you perform. NOTE: Fees are transaction-based**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>New VGo Purchase: 1 Year V-1000 Advanced Replacement Service Renewal. Free battery Included</td>
<td>$ 0.191</td>
<td>UK</td>
</tr>
</tbody>
</table>

### 132-100: Vecna Ancillary Supplies and/or Services (SIN 132-100)

#### 1 Yr. E-1000 Advanced Replacement Service Upgrade

- **New VGo Purchase: 1st year E-1000 Advance Replacement Service Upgrade. Upgrades the standard 1 year return to factory warranty to Advance Replacement Service. Requires VGo purchase.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Year E-1000 Advance Replacement Service Renewal</td>
<td>$ 450.45</td>
<td>USA</td>
</tr>
</tbody>
</table>

#### 3 Yr. E-1000 Advanced Replacement Service Renewal

- **New VGo Purchase: 3rd year E-1000 Advance Replacement Service. Free battery included at the start of each year. Requires VGo purchase.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 Year E-1000 Advance Replacement Service Renewal. Free battery included at the start of each year</td>
<td>$ 1,087.45</td>
<td>USA</td>
</tr>
</tbody>
</table>

### 132-100: First Year NovoMap™ Client Access License, per unit cost, 1-10 kiosk endpoints. Includes first year license, support & maintenance.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year NovoMap™ Client Access License, per unit cost, 1-10 kiosk endpoints. Includes first year license, support &amp; maintenance.</td>
<td>$ 1,023.68</td>
<td>Canada</td>
</tr>
</tbody>
</table>

### 132-100: First Year NovoMap™ Client Access License, per unit cost, 11-50 kiosk endpoints. Includes first year license, support & maintenance.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year NovoMap™ Client Access License, per unit cost, 11-50 kiosk endpoints. Includes first year license, support &amp; maintenance.</td>
<td>$ 972.29</td>
<td>Canada</td>
</tr>
</tbody>
</table>

### 132-100: First Year NovoMap™ Client Access License, per unit cost, 51+ kiosk endpoints. Includes first year license, support & maintenance.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year NovoMap™ Client Access License, per unit cost, 51+ kiosk endpoints. Includes first year license, support &amp; maintenance.</td>
<td>$ 920.91</td>
<td>Canada</td>
</tr>
<tr>
<td>132-100</td>
<td>Jibestream</td>
<td>NM-SVR-EXT MAINTENANCE E_1</td>
</tr>
<tr>
<td>132-100</td>
<td>Jibestream</td>
<td>NM-SVR-EXT MAINTENANCE E_2</td>
</tr>
<tr>
<td>132-100</td>
<td>Jibestream</td>
<td>NM-SVR-EXT MAINTENANCE E_3</td>
</tr>
<tr>
<td>132-100</td>
<td>Jibestream</td>
<td>NM-SVR-EXT MAINTENANCE E_MOB</td>
</tr>
<tr>
<td>132-100</td>
<td>Vecna Technologies, Inc.</td>
<td>PORTAL_PRE-REG_100</td>
</tr>
<tr>
<td>132-100</td>
<td>Vecna Technologies, Inc.</td>
<td>PORTAL_PRE-REG_250</td>
</tr>
<tr>
<td>132-100 Vecna Technologies, Inc.</td>
<td>PORTAL PRE-REG_500</td>
<td>N/A</td>
</tr>
<tr>
<td>132-100 Vecna Technologies, Inc.</td>
<td>PORTAL_PRE-REG_1000</td>
<td>N/A</td>
</tr>
<tr>
<td>132-100 Vecna Technologies, Inc.</td>
<td>PORTAL_CLINICAL_100</td>
<td>N/A</td>
</tr>
<tr>
<td>Company</td>
<td>Plan Code</td>
<td>Transaction Limit (per year)</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>PORTAL_CLINICAL_250</td>
<td>Up to 250,000</td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>PORTAL_CLINICAL_500</td>
<td>Up to 500,000</td>
</tr>
<tr>
<td>Vecna Technologies, Inc.</td>
<td>PORTAL_CLINICAL_1000</td>
<td>Up to 1,000,000</td>
</tr>
<tr>
<td>SIN</td>
<td>MFR</td>
<td>MFR PART NO</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
<td>-------------</td>
</tr>
</tbody>
</table>
| 132-100 | N/A   | N/A         | QCP-Hosted   | QPathfinder annual subscription fee. Hosted solution that includes license, support (24x5), upgrades (1 per year), and up to four interfaces (ADT, Laboratory, Pharmacy, Surgery). Price is per-instance, per-hospital. Installation and other services are charged separately. Features include:  
- Real-time alerts  
- Continuous data surveillance  
- Configurable reports  
- Workflow management  
- Streamlined reporting to NHSN and public health agencies                                                                                     |                           | $ 48,765.74 |
| 132-51  | Vecna | System Architect | System Architect | Senior engineer who performs many system design and engineering tasks which are broad in nature and are focused on overall design, architecture, and implementation. May work independently with management review of end results, or under the direction of a Senior Systems Architect. Assists in directing all major enterprise systems development and integration. Supervises a team of technical consultants from project conception through project completion. Considered expert in systems design and functional requirements construction, and is directly responsible for highly complex technical/engineering projects.  
Bachelor’s Degree in computer science, engineering, or similar relevant field and twelve (12) years of relevant experience; Master’s Degree in computer science, engineering, or similar relevant field and eight (8) years of relevant experience; Ph.D. In computer science, engineering, or similar relevant field and six (6) years relevant experience; or seventeen (17) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise. | Bachelor’s Degree and nine (9) years of relevant experience; Master’s Degree and seven (7) years of relevant experience; Ph.D. And five (5) years of relevant experience; or thirteen (13) years of relevant expertise. | $181.42 |
| 132-51  | Vecna | Principal Consultant | Principal Consultant | Works independently, with management review of end results. Has prime accountability for the maintenance and operating efficiency of a major subsystem. Plans and directs all business and technical functions within a particular area. Provides strategic business policy and technical direction for large-scale projects. Manages all project staff and resource allocation within the Principal Consultant’s jurisdiction. Delivers expert consulting to project staff and customer on one or more projects. Interacts with customer. Continually assesses the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality. Maintains active contact with user personnel to ensure continuing responsiveness to user requirements. Designs code, installs, and maintains appropriate systems software program. Ensures the maintenance of adequate software systems documentation. Provides technical assistance to less experienced systems software personnel in the resolution of complex system-related problems. Trains users in applications programming and other user personnel in the use of systems software and related hardware.  
Bachelor’s Degree and nine (9) years of relevant experience; Master’s Degree and seven (7) years of relevant experience; Ph.D. And five (5) years of relevant experience; or thirteen (13) years of relevant expertise. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise. | Bachelor’s Degree and nine (9) years of relevant experience; Master’s Degree and seven (7) years of relevant experience; Ph.D. And five (5) years of relevant experience; or thirteen (13) years of relevant expertise. | $171.57 |
| 132-51 | Vecna Technologies, Inc. | Sr. Software Engineer | Sr. Software Engineer | May work independently with management review of end results, or under the direction of a Principal Consultant. Accountable for the maintenance and operating efficiency of a major software system or subsystem. Plans and directs all technical functions within a particular area. Provides strategic technical direction for large-scale projects. Manages project staff and allocates resources. Delivers expert technical and engineering consulting to project staff and customer on one or more projects. Interacts with customer. Continually assesses the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality. Analyzes performance indicators to ensure operational efficiency. Assists in code design, installation, and maintenance of appropriate systems software programs and modules. Ensures the maintenance of adequate software systems documentation. Provides technical assistance to less experienced systems software personnel in the resolution of complex system-related problems. Trains users in applications programming and other user personnel in the use of systems software and related hardware. | Bachelor’s Degree in computer science, engineering, or similar relevant field and six (6) years of relevant experience; Master’s Degree in computer science, engineering, or similar relevant field and four (4) years of relevant experience; Ph.D. In computer science, engineering, or similar relevant field and two (2) years of relevant experience; or eleven (11) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise. | $138.99 |
| 132-51 | Vecna Technologies, Inc. | Sr. Consultant | Sr. Consultant | May work independently with management review of end results, or under the direction of a Principal Consultant. Accountable for the maintenance and operating efficiency of a major subsystem. Plans and directs all business and technical functions within a particular area. Provides strategic business policy and technical direction for large-scale projects. Manages project staff and resource allocation within the Senior Consultant’s jurisdiction. Delivers expert consulting to project staff and customer on one or more projects. Interacts with customer. Continually assesses the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality. Analyzes performance indicators to ensure operational efficiency. Assists in code design, installation, and maintenance of appropriate systems software programs and modules. Ensures the maintenance of adequate software systems documentation. Provides technical assistance to less experienced systems software personnel in the resolution of complex system-related problems. Trains users in applications programming and other user personnel in the use of systems software and related hardware. | Bachelor’s Degree and six (6) years of relevant experience; Master’s Degree and four (4) years of relevant experience; Ph.D. And two (2) years of relevant experience; or eleven (11) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise. | $160.59 |
| 132-51 | Vecna Technologies, Inc. | Software Engineer | Software Engineer | Works under supervision to support the activities of a more senior-level engineer. Assists in planning and directing task efforts for one or more projects. Provides expert technical consulting to the project staff and the customer. Assists in the analysis of performance indicators to ensure operational efficiency. Codes, in accordance with specific design parameters, system software modules. Ensures the maintenance of adequate software systems documentation. Trains users in applications programming and other user personnel in the use of systems software and related hardware. | Bachelor’s Degree in computer science, engineering, or similar relevant field and three (3) years of relevant experience; Master’s Degree in computer science, engineering, or similar relevant field and one (1) year of relevant experience; Ph.D. In computer science, engineering, or similar relevant field. | $133.09 |
## Vecna Technologies, Inc.

<table>
<thead>
<tr>
<th>Code</th>
<th>Position</th>
<th>Education/Experience</th>
<th>Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-51</td>
<td>Consultant</td>
<td>Bachelor’s Degree and three (3) years of relevant experience; Master’s Degree and one (1) year of relevant experience; Ph.D. In a relevant discipline; or nine (9) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise.</td>
<td>$147.63</td>
</tr>
<tr>
<td>132-51</td>
<td>Assoc Software Engineer</td>
<td>Bachelor’s Degree in computer science, engineering, or similar relevant field and one (1) year of relevant experience; Master’s Degree in computer science, engineering, or similar relevant field or Ph.D. In computer science, engineering, or similar relevant field in a relevant discipline; or seven (7) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise.</td>
<td>$106.26</td>
</tr>
<tr>
<td>132-51</td>
<td>Assoc Consultant</td>
<td>Generally a Bachelor’s Degree and one (1) year of relevant experience; Master’s Degree or Ph.D. In a relevant discipline; or seven (7) years of</td>
<td>$112.24</td>
</tr>
</tbody>
</table>

Works under supervision to support the activities of a Senior Consultant. Assists in planning and coordinating task efforts for one or more projects. Performs as a member of a project team. Provides expert consulting to the project staff and the customer. Interacts with the customer. Assists in the support of the maintenance and operating efficiency of a major subsystem. Supports the continual assessment of the performance of appropriate software systems to identify and correct problems which impact operation efficiency and work quality. Analyzes performance indicators to ensure operational efficiency. Codes, in accordance with specific design parameters, system software modules. Ensures the maintenance of adequate software systems documentation. Trains users in applications programming and other user personnel in the use of systems software and related hardware.

Works under supervision to support the activities of a more senior-level engineer. Assists in planning and coordinating task efforts for one or more projects. Performs as a member of a project team. Assists in the support of the maintenance and operating efficiency of a major subsystem, such as the teleprocessing network, database management system, etc. Assists in the performance of appropriate software systems to identify and correct problems which impact operation and work quality. Assists in analyzing performance indicators to ensure operational efficiency. Codes, in accordance with specific design parameters, system software modules as directed by a more senior-level engineer or other project leaders. Assists in end user training in applications programming and other user personnel in the use of systems software and related hardware.

Works under supervision to support the activities of a Consultant. Assists in planning and coordinating task efforts for one or more projects. Performs as a member of a project team. Assists in the support of the maintenance and operating efficiency of a major subsystem, such as the teleprocessing network, database.
<table>
<thead>
<tr>
<th>Company</th>
<th>Job Title</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vecna Technologies, Inc</td>
<td>Sr. System Administrator</td>
<td>Performs a variety of system administration and engineering tasks, either independently or under supervision, which are broad in nature and are concerned with the design and implementation of integrated networks and operating systems, including hardware, software and support facilities and/or equipment. Plans and performs system administration and engineering research, design development, and other assignments in conformance with network and operating system design, engineering and customer specifications. Responsible for major technical/engineering projects of higher complexity and importance than those normally assigned to lower level system administrators.</td>
</tr>
<tr>
<td>Vecna Technologies, Inc</td>
<td>System Administrator</td>
<td>Under supervision performs a variety of system administration and engineering tasks which are broad in nature and are concerned with the design and implementation of integrated networks and operating systems, including hardware, software and support facilities and/or equipment. Performs with some latitude for unreviewed actions and decisions. Plans and performs network engineering research, design development, and other assignments in conformance with network and operating system design, engineering and customer specifications. Responsible for major technical/engineering projects of lower complexity and importance than those normally assigned to a higher level system administrator.</td>
</tr>
<tr>
<td>Vecna Technologies, Inc</td>
<td>Web Developer</td>
<td>Working together with the software engineering team, performs a variety of web-based graphic design functions, html coding, and minor programming. Assists in the concept formation for user interface designs, and relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise.</td>
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</tbody>
</table>

Bachelor’s Degree in computer science, engineering, or similar relevant field and six (6) years of relevant experience; Master’s Degree in computer science, engineering, mathematics, or similar relevant field and four (4) years relevant experience; or twelve (12) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise. |

Bachelor’s Degree in computer science, engineering, or similar relevant field and three (3) years of relevant experience; Master’s Degree in computer science, engineering, or similar relevant field and one (1) year relevant experience; or nine (9) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise. |

Bachelor’s Degree in computer science, engineering, art, design, or similar relevant field and two (2) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise. |

$134.66  
$104.74  
$88.31  

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provides input into architectural decisions.

relevant experience; Master’s Degree in computer science, engineering, art, design, or similar relevant field; or six (6) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise.

| 132-51 | Vecna Technologies, Inc. | System Analyst | System Analyst | Under general supervision, performs systems analysis of computer and business systems. Performs systems installation of computer operating systems, network, and applications software, as well as computer/network hardware. Develops and analyzes computer/business system functions and processes. Identifies and resolves process and computer/network deficiencies, as well as problems with business process design. Participates as a member of a project team. |Bachelor’s Degree in computer science, engineering, management, or similar relevant field and five (5) years of relevant experience; Master’s Degree in computer science, engineering, management or similar relevant field and three (3) years of relevant experience; Ph.D. In computer science, engineering, management, or similar relevant field in a relevant discipline; or nine (9) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise. | $94.76 |

$65.34

| 132-51 | Vecna Technologies, Inc. | Contract Support | Contract Support | Performs all project and contractual administrative duties. Ensures timely and accurate submission of client invoices, status reports, and relevant contract deliverables. Works under the direction of the Project Manager. | Associates degree; or two (2) years of relevant experience. Relevant experience includes general administrative experience. |$83.04 |

| 132-51 | Vecna Technologies, Inc. | Analyst | Analyst | Under general supervision, performs analysis of computer and business systems. Performs systems installation of computer operating systems, network, and applications software, as well as computer/network hardware. Develops and analyzes computer/business system functions and processes. Identifies and resolves process and |Bachelor’s Degree in computer science, engineering, management, or similar relevant field; Associate’s Degree in computer science, engineering, management, or similar | $65.34 |
computer/network deficiencies, as well as problems with business process design. Participates as a member of a project team. Responsible for tasks of lower complexity and importance than those normally assigned to a Systems Analyst.

relevant field and two (2) years of relevant experience; or five (5) years of relevant experience. In addition, Vecna maintains a well-developed and rigorous personnel evaluation and advancement system, in which milestones and measurable criteria are used to help determine individual levels of expertise.