

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: Information Technology
FSC Class: D301, D302, D308, D310, D313, D316, D399

Contract number: **GS-35F-046GA**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Contract period: October 25, 2016 – October 24, 2021



IT Support

**IT Support, LLC
12260 Tilney Court
Woodbridge, VA 22192**

Phone: 703-608-0319 and Fax: 703-878-0923

Contract Administrator: Philip Thompson (pthompson@ittsupport.com)

Business size: SBA Certified Service Disabled Veteran Owned Small Business

Price list current as of Modification # A826 effective November 18, 2020

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SIN	NAICS	STLOC & RC Are Available:		Description
		Cooperative Purchasing (STLOC)	Disaster Recovery (RC)	
54151S	541511	54151S/STLOC	54151S/RC	Information Technology Professional Services
54151HEAL	541511	54151HEAL/STLOC	54151HEAL/RC	Health Information Technology Services
33411	334111	33411/STLOC	33411/RC	Purchasing of new electronic equipment
811212	811212	811212/STLOC	811212/RC	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
511210	511210	511210/STLOC	511210/RC	Software Licenses
54151	541511	54151/STLOC	54151/RC	Software Maintenance Services
OLM	N/A	OLM/STLOC	OLM/RC	Order-Level Materials

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. **Please see Pages 16 through 19.**

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item. **Please see Pages 4 through 15.**

2. Maximum order:

SIN (including STLOC and RC SINs)	PER NAICS	MAXIMUM ORDER THRESHOLD
54151S	541511	\$500,000.00
54151HEAL	541511	\$500,000.00
33411	33411	\$500,000.00
811212	811212	\$500,000.00
511210	511210	\$500,000.00
54151	541511	\$500,000.00
OLM	N/A	\$250,000.00

3. Minimum order: \$100

4. Geographic coverage (delivery area): Domestic: 48 contiguous states and Washington, DC

5. Point(s) of production (city, county, and State or foreign country): Woodbridge (Prince William County), VA, USA; and San Francisco, CA, USA

6. Discount from list prices or statement of net price: Government Net Prices (discounts already deducted.)

7. Quantity discounts: *For SINS 54151S and 54151HEAL*: Additional 1% discount from NET GSA Rate for orders over \$ 100,000.00; Additional 2% discount from NET GSA Rate for orders over \$ 300,000.00; and Additional 3% discount from NET GSA Rate for orders over \$ 500,000.00. *For all other SINS*: None offered.

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions: Net 30 days

9. Foreign items (list items by country of origin): Not Applicable

10a. Time of delivery. (Contractor insert number of days.): *For 54151S and 54151HEAL*: As agreed between ordering agency and IT Support, LLC; *For all other SINS*: 30 Days Shipped ARO

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list: As agreed between ordering agency and IT Support, LLC

10c. Overnight and 2-day delivery: As agreed between ordering agency and IT Support, LLC

10d. Urgent Requirements: Contact Contractor

11. F.O.B. point(s): Destination

12a. Ordering address(es): Same as Contractor Address

12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es): Same as Contractor Address

14. Warranty provision. Not Applicable

15. Export packing charges, if applicable: Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable

17. Terms and conditions of installation (if applicable): Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable

18b. Terms and conditions for any other services (if applicable): Not Applicable

19. List of service and distribution points (if applicable): Not Applicable

20. List of participating dealers (if applicable): Not Applicable

21. Preventive maintenance (if applicable): Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
Not Applicable.

23. Data Universal Number System (DUNS) number: 837174247

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM

EDUCATION EQUIVALENCY TABLE FOR ALL LABOR CATEGORIES	
Listed Minimum Education	Allowable Substitution for Listed Minimum Education
Associates Degree	A High School Diploma (or GED) coupled with an additional 3 years of relevant experience may be substituted for an Associates Degree.
Bachelors Degree	An Associates degree, coupled with an additional 2 years of relevant experience, or a High School Diploma (or GED) coupled with an additional 5 years of relevant experience, may be substituted for a Bachelors degree

AWARDED LABOR CATEGORIES UNDER SIN 54151S

Configuration Management Specialist

Minimum Years' Experience: 2

Minimum Education Level: Associates

Functional Responsibility: Under direct supervision, administers, and troubleshoots relational databases. Responsible for daily database function to include backup and recovery as well as disaster planning. Responsible for designing code and providing development support as needed. Supports and assists in the development of applications. Responsibility: Specific aspects of assigned projects.

Technical Subject Matter Specialist

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Delivers Applied subject matter knowledge to high-level analysis, collection, assessment, design, development, modeling, simulation, integration, installation, documentation and/or implementation

Business Subject Matter Specialist

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Provides technical knowledge and analysis of specialized applications and operational environments, high level functional systems analysis, design, integration, documentation implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation and presentation phases.

Engineering Subject Matter Specialist

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Provides technical knowledge and analysis of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation, and implementation advice on exceptionally complex problems that necessitate high-level knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, modeling, simulation, testing, integration, documentation and presentation phases.

Project Manager

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Leads teams of smaller projects, or assists more senior program management on larger programs. Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.

Mid Subject Matter Expert

Minimum Years Experience: 5

Minimum Education Level: Bachelors

Functional Responsibility: Analyses user needs to determine functional requirements, define problems and develop plans and requirements in the subject matter area for moderately complex to complex systems related to information systems architecture, networking; telecommunications, automation, communications protocols, risk management/electronic analysis, software, lifecycle management, software development methodologies, and modeling and simulation. Performance of functional allocation to identify required tasks and their interrelationships.

Sr. Database Consultant

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibilities: Under general supervision, administers, and troubleshoots relational databases. Responsible for daily database function to include backup and recovery as well as disaster planning. Responsible for designing code and providing development support as needed. Supports and assists in the development of applications. Responsibility: Specific aspects of assigned programs.

Software Systems Engineer

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Formulates/defines specifications for complex operating software programming applications or modifies/maintain complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs and documents those programs. Provides overall operation system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Assists all phases of software systems programming applications. Evaluates new and existing software products.

Database Consultant

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: Under direct supervision, administers, and troubleshoots relational databases. Responsible for daily database function to include backup and recovery as well as disaster planning. Responsible for designing code and providing development support as needed. Supports and assists in the development of applications. Responsibility: Specific aspects of assigned projects.

Sr. Application Developer

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Under general supervision, assists in research and fact-finding to develop or modify information systems. Assists in preparing detailed specifications from which programs will be written. Designs, codes, tests, debugs, documents and maintains those programs. Responsibility: Specific aspects of assigned projects.

Application Developer

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: Under general supervision develops code to produce applications and reports designed by Sr. Application Developers/Principal Application developers. Responsibility: Only for specific projects assigned.

Principal Quality Assurance Engineer

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Under general supervision develops testing guidelines and policies, baseline requirements and test plans. Ensures developed functional software components implement baseline requirements to the fullest extent possible. Provides requirements analysis, development of test plans, procedures, scripts and reports. Responsibility: Only for specific programs assigned.

Business Systems Analyst

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. Provides consultation and complex projects and is considered to be the top level contributor/specialist.

Technical Editor

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Reviews content of technical documentation. Ensures that documents follow the style laid out in the company's style guide.

Jr. Application Developer

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: Under specific supervision develops code to produce applications and reports designed by Sr. Application Developers/Principal Application Developers. Responsibility: Only for specific programs assigned.

Jr. Support Technician

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: Provides first tier user support for software or devices. Provides help desk support and problem resolution escalation as needed.

SR Consultant (SME)

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: Works with end user groups to evaluate and solve technical problems. Evaluates existing systems and/or user needs to analyze, design, recommend, and implement system changes

Training Specialist IV

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: Provide daily supervision and direction to a staff of training personnel. Ability to assess training needs and design and manage Information System and/or Automated Data Processing subject matter training classes. Works closely with client personnel to determine training and scheduling requirements. Responsible for development, quality and adequacy of course material

Training Specialist III

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: Conducts the research necessary to develop and revise training courses and prepares appropriate training materials. Prepares all course materials (course outline, background material, training aids and course evaluation forms). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course evaluation forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Training Specialist II

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: Prepares classroom with appropriate training materials and all course materials required to train the required block of instruction. Is familiar with material, training aids and course evaluation forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Sr Systems Administrator

Minimum Years Experience: 7

Minimum Education Level: Bachelors

Functional Responsibility: Support combined specific network operating systems, hardware and software. Provide technical analytical needs, requirements, query syntax, data flows, and traffic manipulation. Resolve complex situations for operation mission critical systems. Administering UNIX, LINUX systems, or Windows 2008/2012 Servers, SQL Server RDBMS and Dell/HP hardware. Programming skills providing system administration of a database-centric system and knowledge of RDBMS, SQL Server and database security features.

Systems Administrator

Minimum Years Experience: 5

Minimum Education Level: Bachelors

Functional Responsibility: Systems administration administering user accounts, performing server subsystem configuration, network management, installation of software, performing backups, CM and general system maintenance. UNIX or MS Windows 2008/2012 system administration of fundamental networking and distributed computing environment concepts, performance tuning and capacity planning of servers (hardware and software levels), write simple scripts and knowledge of Oracle (including installation and setup).

Jr Systems Administrator

Minimum Years Experience: 2

Minimum Education Level: Bachelors

Functional Responsibility: Systems administration with specific network operating system, hardware and software to be supported. Strong customer service, organizational skills, knowledge of applicable policies and procedures. Administering UNIX, LINUX systems or Windows 2008/2012 Servers, SQL RDBMS and Dell/HP hardware.

Sr Information System Security Engineer

Minimum Years Experience: 8

Minimum Education Level: Bachelors

Functional Responsibility: Integration of information assurance disciplines into the system design, development, and implementation. Identify Information Protection needs and define System Security Requirements; design System Security Architecture; develop detailed Security Designs to include system security certification and project evaluations. Defense in Depth principles and technology including access/control, authorization, identification and authentication, public key infrastructure, network, and enterprise security architecture. Develop security plans for employing enterprise-wide security architecture. Assess and audit network penetration testing antivirus planning assistance, risk analysis and incident response. Security risk assessment methodology to system development, including threat model development, vulnerability assessments and resulting security risk analysis. Implementation of cross domain solutions. Federal and DoD Information Security regulations, publications and policy. Information System Certification and Accreditation Process (NISCAP).

Information System Security Engineer

Minimum Years Experience: 5

Minimum Education Level: Bachelors

Functional Responsibility: Integration of information assurance disciplines into the system design, development, and implementation. Federal and DoD Information Security regulations, publications and policy. Defense in Depth principles and technology including access/control, authorization, identification and authentication, PKI, network, and enterprise security architecture. Development, design and implementation of firewalls, and evaluation, review and test of security code. Assess and audit network penetration testing antivirus planning assistance, risk analysis and incident response. Security risk assessment methodology to system development, including threat model development, vulnerability assessments and resulting security risk analysis. Information System Certification and Accreditation Process (NISCAP).

Sr Cloud Software Engineer

Minimum Years Experience: 8

Minimum Education Level: Bachelors

Functional Responsibility: Software/development/engineering, including requirements analysis, software development, installation, integration, evaluation, enhancement, maintenance, testing and problem diagnosis/resolution. Develop software with high level languages such as Java, C, C++. OpenSource products that support highly distributed, massively parallel computation needs such as Hbase, CloudBase/Acumulo, Big Table, etc. Map Reduce programming model and technologies such as Hadoop, Hive, Pig etc. Develop software for Windows XP, Vista or UNIX/Linux (Redhat) operating systems. Software integration and software testing, to include developing and implementation of test plans and scripts. Deployment of applications in a cloud environment.

Cloud Software Engineer

Minimum Years Experience: 5

Minimum Education Level: Bachelors

Functional Responsibility: Software/development/engineering, including requirements analysis, software development, installation, integration, evaluation, enhancement, maintenance, testing and problem diagnosis/resolution. Develop software with high level languages such as Java, C, C++. OpenSource products that support highly distributed, massively parallel computation needs such as Hbase, CloudBase/Acumulo, Big Table, etc. Map Reduce programming model and technologies such as Hadoop, Hive, Pig etc and Hadoop Distributed File System (HDFS). Develop software for Windows XP, Vista or UNIX/Linux (Redhat) operating systems. Software integration and software testing, to include developing and implementation of test plans and scripts.

Sr Cloud Administrator

Minimum Years Experience: 3

Minimum Education Level: Bachelors

Functional Responsibility: Manage large Hadoop clusters (>200 nodes). Develop software scripts using scripting languages such as Perl, Python or Ruby for software automation. Plan, design, development, implementation and technical support of multi-platform, multi-system networks, including those composed of CISCO and UNIX or LINUX-based hardware platforms, to encompass diagnosing network performance shortcomings and designing and implementing performance improvements. Utilize OpenSource products that support highly distributed, massively parallel computation needs such as Hbase CloudBase/Acumulo, Big table etc along with Hadoop Distributed File System (HDFS)

Cloud Administrator

Minimum Years Experience: 2

Minimum Education Level: Bachelors

Functional Responsibility: Manage and monitor large Hadoop clusters (>200 nodes). Develop software scripts using scripting languages such as Perl, Python or Ruby for software automation. Plan, design, development, implementation and technical support of multi-platform, multi-system networks, including those composed of CISCO and UNIX or LINUX-based hardware platforms, to encompass diagnosing network performance shortcomings and designing and implementing performance improvements. Utilize OpenSource products that support highly distributed, massively parallel computation needs such as Hbase CloudBase/Acumulo, Big table etc along with Hadoop Distributed File System (HDFS)

AWARDED LABOR CATEGORIES UNDER SIN 54151HEAL:

Health IT Configuration Management Specialist

Minimum Years' Experience: 2

Minimum Education Level: Associates

Functional Responsibility: For Health IT relevant projects, under direct supervision, administers, and troubleshoots relational databases. Responsible for daily database function to include backup and recovery as well as disaster planning. Responsible for designing code and providing development support as needed. Supports and assists in the development of applications. Responsibility: Specific aspects of assigned projects.

Health IT Technical Subject Matter Specialist

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, delivers applied subject matter knowledge to high-level analysis, collection, assessment, design, development, modeling, simulation, integration, installation, documentation and/or implementation

Health IT Business Subject Matter Specialist

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, provides technical knowledge and analysis of specialized applications and operational environments, high level functional systems analysis, design, integration, documentation implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation and presentation phases.

Health IT Engineering Subject Matter Specialist

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, provides technical knowledge and analysis of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation, and implementation advice on exceptionally complex problems that necessitate high-level knowledge of the subject matter for effective implementation. Participates as needed in all phases of software development with emphasis on the planning, analysis, modeling, simulation, testing, integration, documentation and presentation phases.

Health IT Project Manager

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, leads teams of smaller projects, or assists more senior program management on larger programs. Analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.

Health IT Mid Subject Matter Expert

Minimum Years Experience: 5

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, analyses user needs to determine functional requirements, define problems and develop plans and requirements in the subject matter area for moderately complex to complex systems related to information systems architecture, networking; telecommunications, automation, communications protocols, risk management/electronic analysis, software, lifecycle management, software development methodologies, and modeling and simulation. Performance of functional allocation to identify required tasks and their interrelationships.

Health IT Sr. Database Consultant

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibilities: For Health IT relevant projects, under general supervision, administers, and troubleshoots relational databases. Responsible for daily database function to include backup and recovery as well as disaster planning. Responsible for designing code and providing development support as needed. Supports and assists in the development of applications. Responsibility: Specific aspects of assigned programs.

Health IT Software Systems Engineer

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, formulates/defines specifications for complex operating software programming applications or modifies/maintain complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs and documents those programs. Provides overall operation system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Assists all phases of software systems programming applications. Evaluates new and existing software products.

Health IT Database Consultant

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: For Health IT relevant projects, under direct supervision, administers, and troubleshoots relational databases. Responsible for daily database function to include backup and recovery as well as disaster planning. Responsible for designing code and providing development support as needed. Supports and assists in the development of applications. Responsibility: Specific aspects of assigned projects.

Health IT Sr. Application Developer

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, under general supervision, assists in research and fact-finding to develop or modify information systems. Assists in preparing detailed specifications from which programs will be written. Designs, codes, tests, debugs, documents and maintains those programs. Responsibility: Specific aspects of assigned projects.

Health IT Application Developer

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: For Health IT relevant projects, under general supervision develops code to produce applications and reports designed by Sr. Application Developers/Principal Application developers. Responsibility: Only for specific projects assigned.

Health IT Principal Quality Assurance Engineer

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, under general supervision develops testing guidelines and policies, baseline requirements and test plans. Ensures developed functional software components implement baseline requirements to the fullest extent possible. Provides requirements analysis, development of test plans, procedures, scripts and reports. Responsibility: Only for specific programs assigned.

Health IT Business Systems Analyst

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs. Provides consultation and complex projects and is considered to be the top level contributor/specialist.

Health IT Technical Editor

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, reviews content of technical documentation. Ensures that documents follow the style laid out in the company's style guide.

Health IT Jr. Application Developer

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: For Health IT relevant projects, under specific supervision develops code to produce applications and reports designed by Sr. Application Developers/Principal Application Developers. Responsibility: Only for specific programs assigned.

Health IT Jr. Support Technician

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: For Health IT relevant projects, provides first tier user support for software or devices. Provides help desk support and problem resolution escalation as needed.

Health IT SR Consultant (SME)

Minimum Years Experience: 4

Minimum Education Level: Bachelors

Functional Responsibility: For Health IT relevant projects, works with end user groups to evaluate and solve technical problems. Evaluates existing systems and/or user needs to analyze, design, recommend, and implement system changes

Health IT Training Specialist IV

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: For Health IT relevant projects, provide daily supervision and direction to a staff of training personnel. Ability to assess training needs and design and manage Information System and/or Automated Data Processing subject matter training classes. Works closely with client personnel to determine training and scheduling requirements. Responsible for development, quality and adequacy of course material

Health IT Training Specialist III

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: For Health IT relevant projects, conducts the research necessary to develop and revise training courses and prepares appropriate training materials. Prepares all course materials (course outline, background material, training aids and course evaluation forms). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course evaluation forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Health IT Training Specialist II

Minimum Years Experience: 2

Minimum Education Level: Associates

Functional Responsibility: For Health IT relevant projects, prepares classroom with appropriate training materials and all course materials required to train the required block of instruction. Is familiar with material, training aids and course evaluation forms). Trains personnel by conducting formal classroom courses, workshops, and or seminars.

(continued...)

SIN (incls STLOC & RC SINS)	Labor Category	NET GSA Hourly Rate With Awarded Fixed Annual Escalation at 2.5%				
		Base Year 10/25/2016	Year 2 10/25/2017	Year 3 10/25/2018	Year 4 10/25/2019	Year 5 10/25/2020
		- 10/24/2017	- 10/24/2018	- 10/24/2019	- 10/24/2020	- 10/24/2021
54151S	Configuration Management Specialist	\$52.43	\$53.74	\$55.09	\$56.46	\$57.87
54151S	Technical Subject Matter Specialist	\$169.53	\$173.77	\$178.11	\$182.56	\$187.13
54151S	Business Subject Matter Specialist	\$158.22	\$162.18	\$166.23	\$170.39	\$174.65
54151S	Engineering Subject Matter Specialist	\$146.93	\$150.60	\$154.36	\$158.22	\$162.18
54151S	Project Manager	\$141.27	\$144.80	\$148.42	\$152.13	\$155.93
54151S	Mid Subject Matter Expert	\$96.77	\$99.18	\$101.66	\$104.21	\$106.81
54151S	Senior Database Consultant	\$132.17	\$135.48	\$138.87	\$142.34	\$145.90
54151S	Software Systems Engineer	\$126.62	\$129.79	\$133.04	\$136.36	\$139.77
54151S	Database Consultant	\$124.32	\$127.43	\$130.62	\$133.88	\$137.23
54151S	Senior Application Developer	\$120.75	\$123.77	\$126.86	\$130.03	\$133.29
54151S	Application Developer	\$109.66	\$112.40	\$115.21	\$118.09	\$121.05
54151S	Principle Quality Assurance Engineer	\$103.12	\$105.70	\$108.35	\$111.05	\$113.83
54151S	Business Systems Analyst	\$96.06	\$98.47	\$100.93	\$103.45	\$106.04
54151S	Technical Editor	\$90.42	\$92.68	\$94.99	\$97.37	\$99.80
54151S	JR. Application Developer	\$65.27	\$66.90	\$68.57	\$70.29	\$72.04
54151S	JR Support Technician	\$57.61	\$59.05	\$60.52	\$62.03	\$63.59
54151S	Senior Consultant	\$187.61	\$192.30	\$197.10	\$202.03	\$207.08
54151S	Training Specialist IV	\$101.43	\$103.96	\$106.56	\$109.23	\$111.96
54151S	Training Specialist III	\$92.32	\$94.63	\$97.00	\$99.42	\$101.91
54151S	Training Specialist II	\$74.37	\$76.23	\$78.14	\$80.09	\$82.09
54151S	Sr. Systems Administrator	N/A	\$165.88	\$170.03	\$174.28	\$178.64
54151S	Systems Administrator	N/A	\$151.07	\$154.85	\$158.72	\$162.69
54151S	Jr. Systems Administrator	N/A	\$119.48	\$122.46	\$125.52	\$128.66
54151S	Sr. Information Security Engineer	N/A	\$177.73	\$182.18	\$186.73	\$191.40
54151S	Information System Security Engineer	N/A	\$173.78	\$178.13	\$182.58	\$187.15
54151S	Sr. Cloud Software Engineer	N/A	\$177.73	\$182.18	\$186.73	\$191.40
54151S	Cloud Software Engineer	N/A	\$157.98	\$161.93	\$165.98	\$170.13
54151S	Sr. Cloud Administrator	N/A	\$182.67	\$187.24	\$191.92	\$196.72
54151S	Cloud Administrator	N/A	\$178.72	\$183.19	\$187.77	\$192.46
54151HEAL	Health IT Configuration Management Specialist	\$52.43	\$53.74	\$55.09	\$56.46	\$57.87
54151HEAL	Health IT Technical Subject Matter Specialist	\$169.53	\$173.77	\$178.11	\$182.56	\$187.13
54151HEAL	Health IT Business Subject Matter Specialist	\$158.22	\$162.18	\$166.23	\$170.39	\$174.65
54151HEAL	Health IT Engineering Subject Matter Specialist	\$146.93	\$150.60	\$154.36	\$158.22	\$162.18
54151HEAL	Health IT Project Manager	\$141.27	\$144.80	\$148.42	\$152.13	\$155.93

54151HEAL	Health IT Mid Subject Matter Expert	\$96.77	\$99.18	\$101.66	\$104.21	\$106.81
54151HEAL	Health IT Senior Database Consultant	\$132.17	\$135.48	\$138.87	\$142.34	\$145.90
54151HEAL	Health IT Software Systems Engineer	\$126.62	\$129.79	\$133.04	\$136.36	\$139.77
54151HEAL	Health IT Database Consultant	\$124.32	\$127.43	\$130.62	\$133.88	\$137.23
54151HEAL	Health IT Senior Application Developer	\$120.75	\$123.77	\$126.86	\$130.03	\$133.29
54151HEAL	Health IT Application Developer	\$109.66	\$112.40	\$115.21	\$118.09	\$121.05
54151HEAL	Health IT Principal Quality Assurance Engineer	\$103.12	\$105.70	\$108.35	\$111.05	\$113.83
54151HEAL	Health IT Business Systems Analyst	\$96.06	\$98.47	\$100.93	\$103.45	\$106.04
54151HEAL	Health IT Technical Editor	\$90.42	\$92.68	\$94.99	\$97.37	\$99.80
54151HEAL	Health IT JR. Application Developer	\$65.27	\$66.90	\$68.57	\$70.29	\$72.04
54151HEAL	Health IT JR Support Technician	\$57.61	\$59.05	\$60.52	\$62.03	\$63.59
54151HEAL	Health IT Senior Consultant	\$187.61	\$192.30	\$197.10	\$202.03	\$207.08
54151HEAL	Health IT Training Specialist IV	\$101.43	\$103.96	\$106.56	\$109.23	\$111.96
54151HEAL	Health IT Training Specialist III	\$92.32	\$94.63	\$97.00	\$99.42	\$101.91
54151HEAL	Health IT Training Specialist II	\$74.37	\$76.23	\$78.14	\$80.09	\$82.09

SCA MATRIX

Labor Category	SCA Equivalent Category & Title	WD Number
None	None	None
<p>"The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (**) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e. nationwide)."</p>		

Manufacturer: Nexsys Electronics, Inc. DBA Medweb

SIN	Item #	Item	NET GSA Price
33411	1UMWS210-UL-13	1U-Server	\$65,587.56
811212	1UMWS210-UL-13-SMP-B	Bronze Support - 1U	\$8,484.73
811212	1UMWS210-UL-13-SMP-G	Gold Support - 1U	\$12,019.79
811212	1UMWS210-UL-13-SMP-S	Silver Support -1U	\$10,605.19
33411	2UMWS510-UL-13	2U-Server	\$109,007.00
811212	2UMWS510-UL-13-SMP-B	Bronze Support - 2U	\$12,427.03
811212	2UMWS510-UL-13-SMP-G	Gold Support - 2U	\$17,603.88
811212	2UMWS510-UL-15-SMP-S	Silver Support - 2U	\$14,857.94
33411	3PAR-E200	3PAR E200	\$174,354.53
811212	3PAR-E200G	3PAR Support	\$18,520.99
33411	ACLTRNVL-13	Training	\$2,024.79
33411	DRAGON-13	Dragon Speaking	\$7,288.48
33411	DTRSR6L-13	R6L Bundle	\$137,986.16
811212	DTRSR6L-15-SMP-B	Bronze Support - R6L	\$16,474.08
811212	DTRSR6L-15-SMP-G	Gold Support - R6L	\$23,336.84

811212	DTRSR6L-15-SMP-S	Silver Support - R6L	\$20,591.80
33411	DTRSR7L-13	R7L Bundle	\$148,529.81
811212	DTRSR7L-13-SMP-B	Bronze Support - R7L	\$20,322.75
811212	DTRSR7L-13-SMP-G	Gold Support - R7L	\$28,790.70
811212	DTRSR7L-13-SMP-S	Silver Support - R7L	\$25,403.82
33411	INSTAOR	Deployed Installation	\$29,161.00
33411	INSTCONUS	CONUS Installation	\$15,906.48
33411	INSTLISFOB-CL-13	FOB Installation	\$3,780.73
33411	INSTOCONUS	OCONUS Installation	\$24,292.41
33411	MEDWEBPS	Professional Services - 1 Day	\$2,381.60
33411	MW3D-13	3D Viewer	\$10,604.70
811212	MWBMS-120-59-17	Caringo SWARM Maintenance and Support - 24/7	\$55.65
33411	MWDATMIG	Data migration	\$2,651.06
33411	MWHL7-1-15	HL7 integration	\$10,258.77
33411	MWINST1-15	Onsite Installation	\$2,276.46
33411	MWJ210-1R-13	Server - 1U/Janus	\$43,077.61
811212	MWJ210-1R-15-SMP-G	Gold Support - 1U/Janus	\$10,559.35
811212	MWJ210-1R-15-SMP-S	Silver Support - 1U/Janus	\$9,345.82
33411	MWJ510-4R-13	Server - 2U/Janus	\$65,608.23
811212	MWJ510-4R-13-SMP-B	Bronze Support - 2U/Janus	\$8,487.58
811212	MWJ510-4R-13-SMP-G	Gold Support - 2U/Janus	\$12,024.08
811212	MWJ510-4R-13-SMP-S	Silver Support 2U/Janus	\$10,609.48
33411	MWLITE-L-13	MW Lite	\$34,620.09
811212	MWLITE-L-13-SMP-B	Bronze Support - MWL	\$4,695.68
811212	MWLITE-L-13-SMP-G	Gold Support - MWL	\$6,651.33
811212	MWLITE-L-13-SMP-S	Silver Support - MWL	\$5,869.98
811212	MWREINST	Reinstatement Fee	\$3,143.95
511210	MWRIS-VO-13	Term Software RIS Software	\$10,604.81
511210	MWTCSB-120-17	Term Software Caringo SWARM License per Terabyte	\$278.23
511210	QCSAND-13	Term Software QC Sandbox	\$20,919.35
54151	QCSAND-SUP-13	QC Sandbox Support	\$3,472.67
33411	TELEMEDSER-13	Telemedicine Server	\$43,075.57
811212	TELEMEDSER-15-SMP-B	Bronze Support - telemed	\$7,921.21
811212	TELEMEDSER-15-SMP-G	Gold Support - telemed	\$11,280.66
811212	TELEMEDSER-15-SMP-S	Silver Support - telemed	\$9,954.38
511210	TICTAC-13	Term Software TICTAC	\$23,357.86
54151	TICTAC-13-SMP-B	Bronze Support - TICTAC	\$3,021.70
54151	TICTAC-13-SMP-G	Gold Support - TICTAC	\$4,280.75
54151	TICTAC-13-SMP-S	Silver Support - TICTAC	\$3,777.13
33411	UPS1440-13	UPS 1440	\$5,407.85
33411	UPS2200-13	UPS 2200	\$4,082.37

- EULAs/CSAs: If Commercial Supplier Agreement (CSA) terms (e.g. standard terms of sales or lease, Terms of Service (TOS), End User License Agreements (EULA), or other similar legal instruments or agreements) have been awarded and incorporated into this contract, then a copy of the awarded EULA/CSA must be listed on the Contract Price List. Contractors must clearly define what products, services, and prices are included with its EULA/CSA.

Please see attached EULA

Please see attached Support License Agreement (SLA)

Please see attached Warranty

**INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY
SIN 811212 Hardware Maintenance Order Terms**

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a N/A (Please refer to the Support License Agreement (SLA)) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or 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:

IT Support, LLC c/o Nexsys Electronics, Inc. DBA Medweb 70 Zoe St Suite 100		
Address		
San Francisco, CA 94107		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location 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.

3) 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 the Information Technology Category.
- b) Equipment placed under maintenance service shall be in good operating condition.

- i) 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.
- ii) 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/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- iii) If the equipment was not under the Contractor/OEM 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 the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, 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 Ordering Activity and the Contractor.

5) 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.
 - ii) 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.
 - iii) 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 GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
 - iv) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.	YES (Please see Support License Agreement (SLA) / Medweb Warranty	

- b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	N/A %
Units	N/A %
Units	N/A %

**INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY
SIN 811212 Hardware Repair Service Order Terms**

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a N/A (Please refer to Support License Agreement (SLA)) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or 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:

IT Support, LLC c/o Nexsys Electronics, Inc. DBA Medweb 70 Zoe St Suite 100		
Address		
San Francisco, CA 94107		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location 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.

3) 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 the Information Technology Category.

- b) Equipment placed under maintenance and/or service shall be in good operating condition.
 - i) 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.
 - ii) 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/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM 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 the contract.
- 4) Responsibilities
- a) For equipment not covered by a maintenance contract or warranty, 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 Ordering Activity and the Contractor.
- 5) Repair Service Rate Provisions
- a) 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 the 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) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility 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.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
 - d) At the Ordering Activity Location (Within Established Service Areas)
 - i) 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.

- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) 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.

- f) Labor Rates
 - i) Regular Hours: Contract rates 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 at the convenience of the Contractor outside the regular hours.

 - ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.

 - iii) 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 shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates: **Please refer to attached Support License Agreement (SLA)**

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL ___ HOURS ON THE JOB

- 4) Repair Parts/Spare Parts Rate Provision
 - a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.

- b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated N/A, at a discount of N/A % from such listed prices (Please refer to Medweb Warranty).

SIN 511210 Software Licenses

1.) Specific Instructions for SIN 511210 - Software Licenses

a.) 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>.

b.) The words "term software" or "perpetual software" shall be the first word in the product title/name for: 1) the price proposal template and 2) the SIP file for GSA Advantage. The word "term software" or "perpetual software" shall be the first word in the product title/name for the GSA Pricelist pricing charts (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). The words "term software" or "perpetual software" shall be in each product title in any response to a customer Request for Quote (RFQ) or Request for Information (RFI).

c.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.

d.) Conversion From Term License To Perpetual License

i.) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

ii.) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

iii.) 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.

iv.) When conversion from term licenses to perpetual licenses is offered, 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 a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

e.) Term License Cessation

i.) After a software product has been on a continuous term license for a period of (*Fill-in the period of time.*) 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. Contractors who do not commercially term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

**** Term licenses are not eligible for conversion at any time**

ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

iv.) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the rvices. Title to the software shall remain with the Contractor.

f.) Utilization Limitations for Perpetual Licenses

i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

6.) Software assets that are eligible for transfer that have lapsed Software Maintenance

Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _____ percentage (%) of the original

license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016).

g.) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, 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, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

SIN 54151 Software Maintenance Services

54151 Software maintenance services 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 services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

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(b) You will not reverse engineer, decompile, disassemble, re-engineer, reverse assemble, reverse compile or otherwise translate or create, attempt to create or permit, allow or assist any other person to reverse engineer, decompile, disassemble, re-engineer, reverse assemble, reverse compile or otherwise translate or create the source code of the Software or its structural framework. You also will not modify, enhance, or create derivative works based upon the Software in whole or in part or otherwise change the Software without Medweb’s prior written consent in each such instance. You agree that any modification, enhancement, derivative work or other improvement to the Software and/or the User Documentation developed by Medweb, you, your employees or independent contractors, whether with or without the consent, advice or support of Medweb, will be Medweb’s exclusive property, and you hereby assign to Medweb all such rights, title and interest therein and agree to take any affirmative actions necessary to further manifest such assignment. Any such modified, enhanced, or derivative versions of the Software and/or the User Documentation will not constitute software different from the Software and, as such, will be deemed to be Software and governed under the terms and conditions of this License Agreement.

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3. **LICENSE FEES.** The license fees paid by you for the Software are paid in consideration of the licenses granted under this License Agreement.

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5. **LIMITED WARRANTY.** MEDWEB WARRANTS, FOR YOUR BENEFIT ALONE, FOR A PERIOD OF 90 DAYS FROM THE DATE OF COMMENCEMENT OF THIS LICENSE AGREEMENT (REFERRED TO AS THE “**WARRANTY PERIOD**”) THAT INSTALLERS OR EXECUTABLES MADE AVAILABLE BY MEDWEB TO YOU ARE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. MEDWEB FURTHER WARRANTS, FOR YOUR BENEFIT ALONE, THAT DURING THE WARRANTY PERIOD THE SOFTWARE WILL OPERATE SUBSTANTIALLY IN ACCORDANCE

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IF DURING THE WARRANTY PERIOD, A DEFECT IN THE SOFTWARE OR THE INSTALLERS OR EXECUTABLES APPEARS OR THE SOFTWARE IS OTHERWISE NONCOMPLIANT WITH MEDWEB'S WARRANTIES IN THIS SECTION 6, YOU MAY RETURN THE CDS OR OTHER MEDIA CONTAINING THE SOFTWARE AND THE USER DOCUMENTATION TO MEDWEB FOR, AT MEDWEB'S OPTION, EITHER (I) REPLACEMENT, (II) REPAIR OF THE SOFTWARE AND DELIVERY OF A NEW INSTALLER OR EXECUTABLES OR (III) FAILING THE FOREGOING TWO OPTIONS, A REFUND OF ALL LICENSE FEES PAID BY YOU WITH RESPECT TO THE DEFECTIVE SOFTWARE OR MEDIA CONTAINING THE SOFTWARE AND THE USER DOCUMENTATION, IN WHICH EVENT YOU WILL RETURN TO MEDWEB THE SOFTWARE AND USER DOCUMENTATION, ALL MEDIA CONTAINING THE SOFTWARE AND THE USER DOCUMENTATION AND ALL EXTRACTS THEREFROM, REMOVE OR RENDER INACCESSIBLE THE SOFTWARE AND THE USER DOCUMENTATION FROM YOUR SYSTEM AND DISCONTINUE ALL USE OF THE SOFTWARE; PROVIDED, HOWEVER, THAT IF ANY SUCH NONCOMPLIANCE WITH MEDWEB'S WARRANTIES AS SET FORTH IN THIS SECTION 6 IS NOT A RESULT OF DEFECTIVE MEDIA, THE OPTION SET FORTH IN CLAUSE (I) OF THIS SENTENCE WILL NOT BE AVAILABLE TO MEDWEB. YOU AGREE THAT THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH BY MEDWEB OF ANY OF THE WARRANTIES MADE UNDER THIS SECTION 6. MEDWEB WILL HAVE NO OBLIGATION TO MAKE REPAIRS OR OFFER REPLACEMENTS OR REFUNDS TO THE EXTENT ANY DEFICIENCY IN PERFORMANCE WILL RESULT, IN WHOLE OR IN PART, FROM CATASTROPHE, YOUR FAULT OR NEGLIGENCE, FROM IMPROPER OR UNAUTHORIZED USE, MAINTENANCE OR MODIFICATION OF THE SOFTWARE, USE OF THE SOFTWARE IN A MANNER FOR WHICH IT WAS NOT DESIGNED OR BY CAUSES EXTERNAL TO THE SOFTWARE SUCH AS, BUT NOT LIMITED TO, POWER FAILURE OR ELECTRIC POWER SURGES.

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10. **NOTICES.** Any notice required or permitted under this License Agreement must be in writing and will be deemed to have been given 48 hours after it has been delivered to a recognized overnight courier or delivery service which provides international service, fees prepaid, addressed to the party for whom it is intended at the address for such party as last provided to the other.

GOVERNING LAW. "Governing Law. This Agreement shall in all respects be governed and construed according to the Federal laws of the United States, without reference to its principles of conflict of laws."

11. **SEVERABILITY.** Should any term of this License Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration will have no effect on the remaining terms hereof.

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(a) You assume sole and complete responsibility for ensuring that your use of the Software is in compliance with all applicable federal, state and local laws and regulations, including, without limitation, laws relating to confidentiality and protection of Protected Health Information such as HIPAA (Health Insurance Portability and Accountability Act of 1996), and any other federal, state, or local privacy or information security laws or regulations.

(b) No amendment, modification, or waiver of this License Agreement or any provision hereof will be effective unless it is in writing and signed by a duly authorized representative of you and Medweb.

(c) Upon 30 days written notice, Medweb, at its expense, may enter upon your premises during your regular business hours to audit your use of the Software subject to any security requirements. You agree to cooperate with Medweb's audit and provide reasonable assistance and access to information subject to any security requirements.

(d) This License Agreement will bind and inure to the benefit of the parties, as applicable, and their respective permitted successors and assigns; provided, that you may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under this License Agreement, nor delegate its duties hereunder to any other person, without Medweb's prior written consent. Your transfer of a controlling interest or other change in control will constitute an assignment. Any purported assignment without Medweb's consent will be void and will constitute a breach of this Agreement. Medweb may assign this Agreement or delegate or subcontract its obligations under this Agreement at any time.

(e) Neither party will be responsible or liable for failure to fulfill its obligations under this License Agreement (except for payment of any purchase price or other fees) due to any major unforeseeable event beyond the control of, and not caused by the fault or negligence of, such party or its agents, including, without limitation, an act of God, fire, earthquake, flood, explosion, action of the elements, war invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, law or order of government, civil or military authorities; provided that the party failing to perform in such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(f) The headings and captions of the sections and paragraphs of this License Agreement are for convenience of reference only and are not to be used to modify or interpret this License Agreement. The terms of Sections 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 of this License Agreement will survive the termination of this License Agreement. The controlling language of this License Agreement is English. If you have received a translation of this License Agreement into another language, it has been provided for your convenience only.

(g) The Uniform Computer Information Transactions Act does not apply to this license of the Software.



MEDWEB SUPPORT LICENCE AGREEMENT (SLA)

A. TECHNICAL SUPPORT

Technical support will be provided under the Technical Support Coverage Plan that you select and may be supplemented by add-on options. Unless the Technical Support Coverage Plan you select provides for different technical support availability hours, Technical support will be provided Monday through Friday, 9:00 AM (EST) to 5:00 PM (PST) (excluding Medweb holidays) unless the Technical Support Coverage Plan you select provides for different technical support availability hours.

B. CALL PROCEDURES FOR TECHNICAL SUPPORT

You can request technical support via phone, email, or through the Medweb technical support website.

By phone, call:

CONUS 1-800-8MEDWEB option 3

OSITE 1-415-541-9980 option 3

By email, send an email to support@medweb.com and include the following information:

- Your name, phone number (include country code, area code), and email address
- Best time to contact you PST
- Type of server
- Serial Number of server (Log in as admin, then go to VIEW PATIENTS page, and click update license to read serial Number)
- IP addresses of server (also change the admin password and send a temporary password to Medweb so Medweb can access the server)
- Description of problem
- Duration of problem
- Impact, as quantified:

5 = totally down and unreachable,

4= Down but can ping

3= operational but cannot access old studies

2= only some users can access server from inside

1= non-urgent, technical or configuration question.

Via the web, please visit www.medweb.com/support and fill out the technical support request form.

Medweb will email your project management office or site administrator a monthly list of any open service tickets.

C. TECHNICAL SUPPORT COVERAGE PLANS

1. Bronze Support Plan

The Bronze Support Plan includes:

- Unlimited access to Medweb's online and telephone support specialists Monday to Friday, 9:00 AM (EST) to 5:00 PM (PST) (excluding Medweb holidays).
- A notification service, which automatically informs you when your license or support plan is due for renewal.
- Telephone and Internet based remote system configuration.

The Bronze Support Plan for Medweb RAQ (Linux or Solaris), MIG, and DRSG servers includes advance replacement to CONUS (Continental United States) addresses.

You, or the respective original equipment manufacturer, are responsible for shipping charges for equipment to the equipment site. You must return damaged equipment at your cost in the packaging provided with the replacement unit within 30 days. Medweb will invoice you a \$1000.00 surcharge if you do not return the damaged equipment within 30 days. Medweb will charge you for the full cost of the replacement equipment if you do not return the damaged equipment within 60 days. Medweb will have no obligation to ship or provide advance replacement equipment to you until any such invoices are paid in full. Advance replacement does not apply to RAID or CD Publishing units and related PCs. Regular PC workstations are covered directly by original equipment manufacturer. Advance replacement of larger units (LX50, V60, V240, etc) will be sent within 5 business days from notice of failure.

You are responsible for acquiring and providing Internet access to receive remote support. Remote support cannot be used to reconfigure servers resulting from changes to your network architecture, user access control lists, or DICOM modality or PACS configuration or replacement. The Bronze Support Plan excludes HL7 interface changes or reconfiguration, internal firewall, or VPN reconfiguration of the Medweb server.

The Bronze Support Plan includes 2 hours of concurrent telephone and Internet support for initial installation of the Medweb server. This support is calculated in a minimum block of 60 minutes. Software support under the Bronze Support Plan includes unlimited telephone and internet support for downloading and installing the Medweb software plug-in. The resolution window for the Bronze Support Plan is 4 hours for response from Medweb for a technical support ticket, Monday to Friday, 9:00 AM (EST) to 5:00 PM (PST) (excluding Medweb holidays). The Bronze Support Plan includes access to all minor software updates and bug fixes. You are responsible for downloading and installing all available minor software updates and bug fixes. Medweb is not responsible for routine server maintenance or updates. You are responsible for monitoring the performance of your Medweb system and reporting errors to Medweb technical support.

Service Records and Birth Records

Each server will ship with a "Birth Record" that will include a hardware and software test document that will be included in paper form as part of one of the administrator manuals, and will also be included as a PDF file on the server itself in the same directory that holds the latest plug-ins. It will be accessible only to the administrator account of the server. A hard copy of the technical support procedures and administrator user manual is shipped with each server. Be sure to attach one copy that you receive to the side of the server so that it cannot be removed.

Service level support and Licensing through the Global Support Node

Each server will be updated at installation to the Medweb Support Node in San Francisco. The node will log the service level, renewal dates, for service agreement and license, and history of the server in a web based format for easy access.

RAIDS and Disk Publishers

You are responsible for monitoring the performance of your Medweb system and for reporting problems to Medweb technical support within 24 hours of noticing a problem. Raid storage arrays, SANS, and other mass storage devices (including CD and DVD publishers and jukeboxes) must be closely monitored. Failures of mass storage devices must be reported to Medweb as soon as possible, but no later than 24 hours after failure, so that Medweb can apply appropriate preventative maintenance and repair the device. Failure to promptly notify Medweb may result in loss of patient data.

Replacing Failed Disks

RAID array performance will vary based on operating conditions, power condition,s and frequency that the array is powered up and down. In the event of a disk failure, you must follow these steps:

- Upon identification of a faulty disk, you must return the disk to Medweb in a properly packaged and insured shipment to prevent further damage.
- Medweb will repair or replace the bad disk within 5 business days and return the disk to you via FedEx or express mail.
- Upon receipt of the repaired disk, you will re-install the disk and contact Medweb technical support so that Medweb engineers can remotely log in and rebuild the RAID to prevent data loss.
- Depending on the size of the RAID, Medweb may identify and request that additional disks be sent back for repair.
- Medweb reserves the right to request that you purchase a new disk if Medweb receives a disk with damage resulting from inadequate packaging or the faulty disk is no longer covered by the manufacturer's warranty.

Power Supplies

You are responsible for returning to Medweb faulty or defective power supplies. Medweb will repair or replace the faulty or defective power supply within 5 business days and ship it back to you via express mail.

CD Publishing

You are responsible for returning to Medweb malfunctioning PCs. Medweb will repair or replace the malfunctioning PC within 5 business days and ship it back to you via express mail.

Disk Publisher Software

Medweb CD Disk publishing software may be downloaded and installed on Windows PCs. The PC must be dedicated solely to the Medweb CD Disk publishing software. Medweb will repair faulty or defective PC hardware and will remedy Medweb CD Disk publishing errors for PCs purchased from Medweb. Upon identification of faulty or defective PC hardware or Medweb CD Disk publishing errors, you must return the PC to Medweb in a properly packaged and insured shipment. Upon receipt of the shipment, Medweb will repair, replace, or reinstall the PC hardware or Medweb CD Disk publishing software. Medweb will ship the PC back to you via express mail.

If you did not purchase the PC from Medweb, you must send the PC to the original PC manufacturer for repairs. Once the PC is repaired, Medweb technical support will provide guidance to you about how to download and reinstall the Medweb CD Disk publishing software.

Disk Publisher Hardware

This refers to the robotic mechanism that is employed in some versions of Medweb CD/DVD disk publishers.

If the robotic mechanism, printer, or CD writer in your Medweb CD/DVD disk publisher fails, Medweb will repair or replace it at the Medweb applications team's next visit at your location. If there are no eminent visits scheduled, you will ship the publisher to Medweb in a properly packaged and insured shipment. You must insert the shipping screw that locks the robotic mechanism prior to shipping the publisher.

2. Silver Support Plan

The Silver Support Plan includes all of the Bronze Support Plan features and also extends the availability of Medweb's technical support specialists. Telephone and Internet support is available 24 hours a day, 7 days a week, 365 days a year. Additionally, critical issues will receive priority routing 24 hours a day with a targeted response time of less than 4 hours.

The Silver Support Plan includes remote diagnostics and monitoring. The Silver Support Plan also includes engineering assistance with server configuration and includes 24 hours per year of remote engineering assistance with routine installation, network changes, or moves of a new Medweb server, or adding additional DICOM devices to it over a network. Silver Support Plan support excludes server reconfiguration resulting from changes to your network architecture, user access control lists, or DICOM modality or PACS configuration or replacement. The Silver Support Plan also excludes HL7 interface changes or reconfiguration, internal firewall or VPN reconfiguration of the Medweb server. New server configuration may be scheduled 1 week in advance to occur during regular business hours Monday to Friday 9:00 AM (EST) to 5:00 PM (PST) or Monday to Friday 4:00 PM to 9:00 PM (GMT). Routine moves and changes should be requested during the above normal business hours.

3. Gold Support Plan.

The Gold Support Plan includes all of the Bronze Support Plan and Silver Support Plan features. Critical Support issues have a targeted response time of 120 minutes 24/7 and will take priority over Silver Support Plan and Bronze Support Plan customers.

Under the Gold Support Plan, Medweb will priority ship replacement hardware to you in the event you experience a hardware failure. Warm failover systems will be remotely monitored by Medweb so that the moment a failure of any sort occurs, Medweb's NOC (network operations center) may take corrective action.

Assistance with new installation, configuration, and routine adds, deletes, and changes are included as a standard part of the Gold Support Plan and include up to 100 hours per year of remote technical assistance, and/or routine monthly maintenance of your server including Medweb management of your server for security updates, RAID maintenance, and user administration. The Gold Support Plan does not include maintenance of RAIDS, SANs, or other mass storage devices that were not purchased from Medweb, or are used for purposes other than providing storage for Medweb servers. The Gold Support Plan excludes server reconfiguration resulting from changes to your network architecture, user access control lists, or DICOM modality or PACS configuration or replacement. The Gold Support Plan also excludes HL7 interface changes or reconfiguration, internal firewall or VPN reconfiguration of Medweb servers.

Under the Gold Support Plan, new installation assistance may be schedule with only 24 hours' advance notice. New installations may be scheduled during weekdays at any time from 7:00 AM to 10:00 PM (PST). The Gold Support Plan includes advanced network design, documentation, and maintenance of network design records. This includes creating a VISIO design of your local network architecture with appropriate IP addresses, AE titles, port numbers, and routing for all devices that communicate with the Medweb server. A copy of this design will be kept as part of the Medweb support database and will be updated as changes and edits occur within your network. This network design will only include local devices. Remote network devices will be displayed as a list external to the local network gateway.

D. Additional Terms and Conditions for Licenses and Support

Annual Licenses

All software licenses and support plans have a one-year contract term and are renewed annually. All Medweb servers require annual software licensing. Software licenses are based on the number and type of users who access the Medweb server. Certain organizations have unlimited user licenses per server and should consult their purchase agreement for specific licensing terms.

Validation of installation and support Pre-Requisites

An authorized Medweb representative must confirm all hardware design requirements. You are responsible for site preparation, including wiring, heating, and ventilation, Internet access, etc.

Site Readiness Requirements

You must complete these requirements prior to scheduling an installation. These conditions will ensure the best possible environment for installing and protecting the computers, electronics, and workstations. The Medweb project manager may postpone installation at their discretion until these requirements are satisfied. Medweb may invoice you additional installation fees for rescheduled installations.

You are responsible for:

- Obtaining necessary approvals, permitting, shielding, reviews, required by either state, or local governing agencies.
- Providing sufficient power at the designated power cabinet with phase rotation checked (Where three phase power is specified). Minimum is 20 amps 110 volts AC or 15 amps 220V AC on a dedicated circuit with generator backup if available.
- Sanding and priming the walls, installing floor covering, and completing the ceiling.
- Hanging doors with finish applied and proper locking rack, or computer cabinet for the Medweb servers, and associated equipment.
- Installing correctly sized cable trays, conduits, and raceways.
- Installing sufficient lighting.
- Installing all Ethernet cabling and Ethernet switches, with a minimum of 4 Ethernet jacks available adjacent to the Medweb server stack location, and additional jacks by each modality that is to be connected to the Medweb server.
- Keeping the room and immediate vicinity dust free with sufficient ventilation.

- Installing the supplied DICOM modalities, network printers, PC workstations, and Internet connections, routers, and switches.
- Moving the Medweb servers and equipment to the room where it will be installed.
- Disposing of packing materials, crating, etc.

Dedicated VPN access to Medweb GLOBAL SERVICE NODE (San Francisco 169.131.1.12) is mandatory prior to installation and for all products capable of remote diagnostics. You are responsible for installing and maintaining the VPN services. The VPN service is secured by login IDs and passwords.

Site Survey

You must supply with a completed site survey form 60 days in advance of an installation. The site survey must include the network architecture with planned IP addresses assigned to Medweb, and all the IP addresses and notation of firewalls, VPN, and IDS systems that will provide the link between the Medweb system and other DICOM devices, the DICOM conformance statements and software revisions for any devices that will be attached to the Medweb server, and the demonstration of physical, power, and network readiness of the site before an installation can be scheduled. The site survey must be signed off by the CTO or project manager for the appropriate project management office. Once the site survey is received, Medweb will schedule a kick-off conference call with the site, the appropriate program office, and the Medweb project engineer to go over the document and schedule the installation.

Repair Services

Medweb repair services includes the cost of one Medweb hardware replacement parts as required on an exchange (refurbished) or new part basis during warranty term. Labor to install replacement parts is included. Replaced parts will become Medweb property and will be promptly removed from the equipment site. Unless otherwise specified in your selected Technical Support Plan, you are responsible for the costs related to CD Publisher rollers, brushes, ink, ribbons, and robotics, and evacuated devices such as X-ray tubes, image intensifier tubes, TV camera pick-up tubes, photo multiplier tubes, and CRTs. Replaced CD Publisher parts and evacuated devices will become our property and will be promptly removed by Medweb from the equipment site.

Medweb will provide, at your request and additional expense (subject to our personnel's availability), technical support outside of the technical support hours or coverage specified in your Technical Support Coverage Plan. Support provided outside of your Technical Support Coverage Plan's availability will be invoiced to you at our then-applicable overtime rate, plus any applicable travel expenses. Medweb will invoice to you a minimum of 2 hours per support call outside of your Technical Support Coverage Plan's specified availability or coverage.

E. Customer Responsibilities

In addition to the requirements specified in this Technical Support Guide, you are responsible for:

- Maintaining the equipment site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the equipment.
- Maintaining the equipment in a secured computer room that is locked as required by HIPAA and DITSCAP regulations.
- Maintaining the equipment in a supervised X-ray file room if the equipment is a CD publisher or other publishing device. The room should be locked when the person responsible for the equipment is not present to oversee its operation.
- Operating the equipment in accordance with the Medweb administrator's guide or operating manual, including CR cleaning and maintenance procedures, or Workstation display calibration procedures.
- Making regular operator adjustments to the equipment as specified in the applicable operator's guide.
- Making the equipment available without restriction for service in accordance with a mutually acceptable service appointment schedule.

F. Exclusions.

This Technical Support Guide does not cover:

- Any service or parts specifically described as excluded in this Technical Support Guide.

- The provision, payment, or reimbursement of any rigging, facility or structural cost, or accessory or supply item incident to the provision of technical support.
- Cleaning or decontamination of the equipment after contact with blood or other potentially infectious materials. Medweb may delay, at its discretion, any planned technical service or installation if the equipment site or equipment is contaminated prior to the technical service visit or installation.
- Any technical service caused by (1) a design, specification or instruction provided by you or your representative; (2) your failure to fulfill your responsibilities under this Technical Support Guide; (3) the failure of anyone other than Medweb or Medweb's authorized subcontractors to comply with Medweb's written instructions or recommendations; (4) your combining the equipment with a 3rd party product or with an incompatible Medweb product; (5) any alteration or improper storage, handling, use, or maintenance of any part of the equipment by anyone other than Medweb or Medweb's authorized subcontractors; (6) anything external to the equipment, including building, van or trailer, structural deficiency, power surge, fluctuation or failure, or air conditioning failure; (7) misconfiguration or misuse of the equipment in any way that bypasses or mitigates the equipment's security functions, or otherwise is contrary to the configuration design as outlined in the security administrator's guide for Medweb servers; (8) vandalism, accident, lightning, earthquake, fire, smoke or water damage to the equipment; (9) any removal or relocation of the equipment; and (10) anything beyond Medweb's reasonable control.
- The cost of materials, supplies, parts or labor supplied by any other party.
- The cost of consumable materials such as cushions, knee supports, pads, magnetic media, printer ribbons, printer cartridges, brushes, cables, (unless included in applicable equipment options), film or other supply items, operator or application training or other instruction in the use of the equipment, unless otherwise specified in the applicable Technical Support Coverage Plan.
- The cost of factory reconditioning when, at Medweb's sole discretion, the equipment or any component of the equipment rebuilt at the factory because repair or parts replacement by Medweb within the equipment site cannot maintain the equipment in satisfactory operating condition.
- Any inspection, notification, repair, replacement, or other service related to equipment failure to recognize or accurately and effectively process data and information relating to dates, nor for any delay of error in operation arising as a consequence of the equipment failing to respond to recognize or process two-digit year data and information. Medweb does not warrant that the technical support services to be provided under this Technical Support Guide will prevent or limit any such failure; delay or error and no such warranty shall be implied into this Agreement.

G. SCOPE OF TECHNICAL SUPPORT AND MAINTENANCE

Technical support, with the exception of the hourly availability outlined in each Technical Support Plan, is limited to requests for non-functional, degraded, or partially impaired Medweb hardware and software. Medweb's then-current hourly rates will apply when the root cause of a system malfunction is the result of incorrect network configuration, third-party component upgrades, misconfiguration, or other local changes that are ultimately unrelated to the performance or the capabilities of the Medweb hardware or software. Medweb's hourly rates will also apply if the cause of the failure is due to incorrectly sized, non-functional, or non-existent UPS, voltage variations, poorly ventilated or cooled space for the equipment, or other abuse and mishandling. Technical support will also be billed at Medweb's then-current hourly rate if hardware usage volumes have outstripped the suggested volume requirements for the particular server, and the server has not been resized, or replaced to accommodate the additional traffic.

Excusable Delays

Medweb is not liable for delays in performance due to any cause beyond Medweb's reasonable control. These causes include, but are not limited to, any delay of sources to supply materials and equipment, government priorities, labor or transportation problems and the site or equipment being contaminated with blood or other potentially infectious material.

Proprietary Service Materials

In connection with the installation, configuration, maintenance, repair and/or removal of equipment, Medweb may deliver and store at the equipment site, or attach to or install on the Equipment, and use certain proprietary service materials that you have not purchased. You consent to this delivery, storage, attachment, installation and use, and to the presence of Medweb's locked cabinet or box in the equipment site for storage of this property and to Medweb's removal of all or any part of this property at any time, all without charge to Medweb. The presence of this property within the equipment site will not give you any right or title to this property or any license or other right to access, use, or decompile this property. Any access to or use of this property and any de-compilation of this property by anyone other than Medweb's personnel or Medweb's authorized subcontractors is

prohibited. You agree that you will use all reasonable efforts to protect this property against damages or loss and to prevent any access to or use or de-compilation of this property contrary to this prohibition. You also agree to immediately report to Medweb any violation of this provision known by you.

H. CHANGES TO THE TECHNICAL SUPPORT GUIDE

Medweb reserves the right to modify this Technical Support Guide without prior written notice to you.

Three-Year Limited Warranty

Medweb LLC manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Medweb warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The limited warranty term is three years beginning on the date of invoice, as further described in the following text.

Damage due to shipping the products to you is covered under this limited warranty. Otherwise, this limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Medweb, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Medweb.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a Medweb system after the system is shipped from Medweb; accessories or parts added to a Medweb system through Medweb's system integration department; accessories or parts that are not installed in the Medweb factory; or products purchased through the Software & Peripherals department.

Limited Warranty Coverage During Year One

During the one-year period beginning on the invoice date, Medweb will repair or replace products covered under this limited warranty that are returned to Medweb's facility. To request limited warranty service, you must contact Medweb's Customer Technical Support within the limited warranty period. Refer to the chapter titled "Getting Help" or "Contacting Medweb" in your documentation to find the appropriate telephone number for obtaining customer assistance. If limited warranty service is required, Medweb will issue a Return Material Authorization Number. You must ship the products back to Medweb in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Medweb will ship the repaired or replacement products to you freight prepaid if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect.

Medweb owns all parts removed from repaired products. Medweb uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. If Medweb repairs or replaces a product, its limited warranty term is not extended.

Limited Warranty Coverage During Years Two and Three

During the second and third years of this limited warranty, Medweb will provide, on an exchange basis and subject to Medweb's Exchange Policy in effect on the date of the exchange, replacement parts for the Medweb hardware product(s) covered under this limited warranty when a part requires replacement. You must report each instance of hardware failure to Medweb's Customer Technical Support in advance to obtain Medweb's concurrence that a part should be replaced and to have Medweb ship the replacement part. Medweb will ship parts (freight prepaid) if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect. Medweb will include a prepaid shipping container with each replacement part for your use in returning the replaced part to Medweb. Replacement parts are new or reconditioned. Medweb may provide replacement parts made by various manufacturers when supplying parts to you. The limited warranty term for a replacement part is the remainder of the limited warranty term.

You will pay Medweb for replacement parts when the replaced part is not returned to Medweb. The process for returning replaced parts, and your obligation to pay for replacement parts if you do not return the replaced parts to Medweb, will be in accordance with Medweb's Exchange Policy in effect on the date of the exchange. You will pay Medweb for replacement parts when the replaced part is not returned to Medweb. If Medweb elects to exchange a system or component, the exchange will be made accordance with Medweb's Exchange Policy in effect on the date of the exchange. In any instance in which Medweb issues a Return Material Authorization Number, Medweb must receive the product(s) for repair prior to the expiration of the limited warranty period in order for the repairs to be covered by the limited warranty.

You accept full responsibility for your software and data. Medweb is not required to advise or remind you of appropriate backup and other procedures.

Repairs Do Not Extend Warranty Periods

Except as otherwise expressly provided with respect to hardware products, the effective periods of the Services will not be extended as the result of any repairs, replacements, Error corrections, or Software updates provided.

Loaner Equipment Expired Warranty

For any equipment supplied by Medweb to the Customer as loaner the Customer will promptly return the replacement equipment within **60 days** of installation. The Customer is responsible for returning loaned equipment from Medweb and the Customer is solely responsible for any loss of that equipment. Failure to return loaned equipment within the agreed timeframe will result in the voiding of any and all warranties and services, in the name of the Customer, with Medweb, and all other rights and remedies that may exist at law or in equity. The Customer must either return the loaned equipment to Medweb or pay the replacement value, as determined by Medweb, to have all remaining warranties and services reinstated.

General

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION. MEDWEB'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MEDWEB DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to Medweb's three-year limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.