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 GSAAdvantage!®, a menu-driven database system. The internet address for GSAAdvantage!® is: gsaadvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

MULTIPLE AWARD SCHEDULE (MAS)
Category F, Information Technology (IT)
Subcategories:
- F02. IT Hardware, FSC/PSC Code W070
- F03. IT Service, FSC/PSC Code D399
- F04. IT Software, FSC/PSC Code 7030

Contract Number: GS-35F-0629R

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at http://www.gsa.gov/schedules-ordering.

Period Covered by Contract: 06/02/2020 through 06/01/2025

Pricelist current through Modification PO-0110, dated June 1, 2020.

MicroTechnologies, LLC (d/b/a MicroTech)
8330 Boone Boulevard, Suite 600
Tysons Corner, VA 22181
Telephone: 703.891.1073
Fax: 703.891.1074
Website: www.microtech.net

Contact for Contract Administration: Zasia A Cushman
Email: contracts@microtech.net

Business Size: Small Business, SDVOSB
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CUSTOMER INFORMATION

1. SPECIAL ITEM NUMBERS (SINS)
   a. Table of awarded Special Item Numbers (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>Service</th>
<th>FSC/PSC Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>532420L</td>
<td>Leasing of New Electronic Equipment</td>
<td>W070, Lease or Rental of Automatic Data Processing Equipment, Software, Supplies and Support Equipment</td>
</tr>
<tr>
<td>33411</td>
<td>Purchasing of New Electronic Equipment</td>
<td>7010, ADPE system configuration</td>
</tr>
<tr>
<td>811212</td>
<td>Computer and Office Machine Repair and Maintenance</td>
<td>J070, Maintenance and Repair of Automatic Data Processing Equipment, Software, Supplies and Support Equipment</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
<td>D399, Other Computer Services</td>
</tr>
<tr>
<td>511210</td>
<td>Software Licenses</td>
<td>7030, ADP Software</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
<td>J070, Maintenance and Repair of Automatic Data Processing Equipment, Software, Supplies and Support Equipment</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-level Materials</td>
<td></td>
</tr>
</tbody>
</table>

   b. Prices shown in the pricelist are net.
   c. Descriptions of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who are perform services are provided beginning on page 14.

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

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>532420L, Leasing of New Electronic Equipment</td>
<td>$500,000</td>
</tr>
<tr>
<td>33411, Purchasing of New Electronic Equipment</td>
<td>$500,000</td>
</tr>
<tr>
<td>811212, Computer and Office Machine Repair and Maintenance</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151S, Information Technology Professional Services</td>
<td>$500,000</td>
</tr>
<tr>
<td>511210, Software Licenses</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151, Software Maintenance Services</td>
<td>$500,000</td>
</tr>
<tr>
<td>OLM, Order Level Materials</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

3. MINIMUM ORDER
   a. The minimum dollar of orders to be issued is $100.00

4. GEOGRAPHIC SCOPE OF CONTRACT

   The Geographic Scope of Contract is domestic delivery only. Domestic delivery is delivery within the 48 contiguous states and Washington, DC.
5. **POINT(S) OF PRODUCTION**

MicroTechnologies, LLC  
8330 Boone Boulevard, Suite 600  
Vienna, VA 22182

6. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

7. **QUANTITY DISCOUNTS**
   a. Quantity – None  
   b. Dollar Volume – None

8. **PROMPT PAYMENT DISCOUNTS:** 0% 30 days from receipt of invoice or date of acceptance, whichever is later. Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **GOVERNMENT PURCHASE CARD & OTHER ORDER TERMS**
   a. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders.  
   b. Credit cards are acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

10. **FOREIGN ITEMS:** None

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

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>532420L, Leasing of New Electronic Equipment Contractor and Government Agency</td>
<td>As agreed between</td>
</tr>
<tr>
<td>33411, Purchasing of New Electronic Equipment Contractor and Government Agency</td>
<td>As agreed between</td>
</tr>
<tr>
<td>811212, Computer and Office Machine Repair and Maintenance Contractor and Government Agency</td>
<td>As agreed between</td>
</tr>
<tr>
<td>54151S, Information Technology Professional Services Contractor and Government Agency</td>
<td>As agreed between</td>
</tr>
<tr>
<td>511210, Software Licenses Contractor and Government Agency</td>
<td>As agreed between</td>
</tr>
<tr>
<td>54151, Software Maintenance Services Contractor and Government Agency</td>
<td>As agreed between</td>
</tr>
</tbody>
</table>
   
   b. **EXPEDITED DELIVERY**

   As negotiated between MicroTech and the Ordering Activity.

c. **OVERNIGHT AND 2-DAY DELIVERY**

   As negotiated between MicroTech and the Ordering Activity.

d. **URGENT REQUIREMENTS**

   The contractor will note in its price list the “Urgent Requirements” clause of its contract and advise Agencies that they can also contact the Contractor’s representative to affect a faster delivery.
12. FOB DESTINATION

13. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION
   a. Agencies should address all orders to the following address.

<table>
<thead>
<tr>
<th>US Mail/Federal Express</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>MicroTechnologies, LLC</td>
<td>Email: <a href="mailto:GSAOrders@microtech.net">GSAOrders@microtech.net</a></td>
</tr>
<tr>
<td>8330 Boone Boulevard, Suite 600</td>
<td></td>
</tr>
<tr>
<td>Vienna, VA 22182</td>
<td></td>
</tr>
</tbody>
</table>

   b. 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.

14. PAYMENT INFORMATION
   a. Agencies should address all orders to the following address.

<table>
<thead>
<tr>
<th>US Mail/Federal Express</th>
</tr>
</thead>
<tbody>
<tr>
<td>MicroTechnologies, LLC</td>
</tr>
<tr>
<td>8330 Boone Boulevard, Suite 600</td>
</tr>
<tr>
<td>Vienna, VA 22182</td>
</tr>
</tbody>
</table>

   b. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: 703-891-1073

15. WARRANTY PROVISION & LIABILITY FOR INJURY OR DAMAGE
    The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

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

       (1) Time of delivery/installation quotations for individual orders;

       (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

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

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

16. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not Applicable

17. GOVERNMENT PURCHASE CARD ACCEPTANCE TERMS AND CONDITIONS
    Government credit cards are accepted up to and above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: Not applicable

19. INSTALLATION, DEINSTALLATION, REINSTALLATION: Not applicable

20. TERMS AND CONDITIONS FOR ANY REPAIR PARTS: Not applicable.

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: Not applicable

21. LIST OF SERVICE AND DISTRIBUTION POINTS: Not applicable.
22. LIST OF PARTICIPATING DEALERS: Not applicable.
23. PREVENTATIVE MAINTENANCE: Not applicable.
24. ENVIRONMENTAL ATTRIBUTES: None
   a. Section 508 Compliance information, where applicable is available on the following website. www.microtech.net
      The EIT standard can be found at: www.Section508.gov/.
25. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: 145454182
26. Contractor HAS registered with the System for Award Management (SAM).
INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY
SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity’s stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity’s financial obligation including any potential charges for early end of the lease.

<table>
<thead>
<tr>
<th>52.207-5</th>
<th>Option to Purchase Equipment</th>
<th>Feb 1995</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.227-14</td>
<td>Rights in Data-General</td>
<td>May 2014</td>
</tr>
</tbody>
</table>

OPTIONAL SUPPLEMENTAL LEASE TERMS

As authorized by Option 2 of SIN 532420L, MicroTech proposes the following Supplemental Lease Terms for ordering office consideration:

BASE INTEREST RATES (The Base Interest Rate provided below is a GSA Rate Cap based on the governing Treasury Rate at the date of this Quotation and may be higher than represented by the Lease Rate Factor(s) above.).

*You may be in a jurisdiction that collects Personal Property Taxes on Leased equipment. The estimated amount indicated above is based on historical averages for the “Ship to” location reflected on your Product quote and is provided for budgeting purposes. This average is subject to change based on the jurisdiction where the Product will be located. In accordance with the GSA Schedule, the lease rates do not include this tax and you are responsible for its payment or for producing waiver from payment. If Personal Property Taxes are due by the Government to MicroTech, or its assignee, and the Government has not provided a waiver from payment, MicroTech, or its assignee, may request a Modification to the Contract to include the applicable tax charges and supply the Government with a periodic invoice. Payment will be due within 30 days from the invoice date.

Supplemental Terms and Conditions

These are in addition to the terms and conditions included in MicroTech’s GSA Contract # GS-35F-0629R.

The ordering office is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this quote prior to ordering and obligating funding for a lease.

1. Base Interest Rates in the GSA Leasing Terms and Conditions are indexed to Treasury constant maturities as quoted in the Federal Statistical Release H.15 (519) as of the preceding date closest to the date of the Lease Quote.

2. This Lease quote is valid for thirty (30) days from the date of the Lease Quote. In the event an order is not issued by the Government within such thirty (30) days, MicroTech reserves the right to requote the lease pricing or extend the original quote in writing. The Delivery Order issued to initiate a lease based on this Lease Quote must be in compliance with GSA SIN 532420L, Option 2, of the referenced GSA Contract. A lease order issued hereunder is subject to MicroTech acceptance and/or MicroTech’s credit approval.

4. Termination for Convenience of the Government: The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have
resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

5. Notwithstanding the provisions of SIN 532420L, for Leases with the Option to Own - Fair Market Value end of lease purchase option, the purchase option available to the Government at the end of the Lease Term shall be based on the then current Fair Market Value. The Government understands that it accrues no equity or partial ownership to the Products by virtue of Lease Payments paid hereunder. The Fair Market Value shall be determined by MicroTech, or its assignee, on the basis of and shall be the value which would be obtained in an arm's length transaction between an informed and willing buyer and an informed and willing seller under no compulsion by either party to perform the transaction.

6. MicroTech, or its assignee, will invoice, and the Government agrees to pay such periodic Lease payments in accordance with Section 2 / Payment Schedule as incorporated in your Lease Quote, prior to the beginning of the period for which the charges accrue. For Prompt Payment Act provisions, all invoices are due upon receipt of invoice, and are payable not later than the payment due date listed on the invoice or the 30th day from the start of the payment period in accordance with the Prompt Payment Act provisions 5 CFR Part 1315.4g and FAR 52.232-25. Prompt Payment Act (1315.10) interest penalties shall apply for all payments not made in accordance with this clause.

7. Products may only be terminated at the Delivery Order level in accordance with the termination provisions set forth in SIN 532420L. In the event the Government exercises its right to terminate a lease under SIN 532420L, the Government shall be required to return all the Products included in the Delivery Order to Contractor in accordance with the return provisions set forth therein. The end of lease purchase option is available to the Government only upon satisfaction of all payment obligations for the full Lease Term and is not applicable to a lease termination prior to the end of the Lease Term.

8. It is the Government's intent to exercise each renewal option and to extend the lease until completion of the Lease Term provided the needs of the Government for the Products or functionally similar Products continue to exist. Accordingly, the Government shall not replace the Products leased under this delivery order with functionally similar Products during the Lease Term specified in the delivery order. For purposes of this clause, replacement includes reverting to the means by which the Government met the bona fide functional need before the Government issued the Order.

9. In the event you are of the opinion that any charges or credits on an invoice are not billed properly, the designated billing office will return it within 7 days after receipt with the reasons why it is not a proper invoice in accordance with FAR 52.232-25.

10. To the extent permitted by the Agency, Federal Acquisition Regulation ("FAR") supplement of the ordering office, FAR Clause 52.232-23, Assignment of Claims, Alternate I, is hereby incorporated by reference. Payments to an Assignee of any amounts due or to become due under this lease, shall not, to the extent specified in the Act, be subject to reduction or setoff.

11. Purchase Option - In the event the Government wishes to buy-out the lease at any time, during or at the end of the Lease Term, the Government will be required to pay a lump sum amount equal to the present value of all outstanding Lease Payments discounted at the rate of Treasury Constant Maturities as published in the Federal Reserve statistical release H.15 in effect at the time of the original order, interpolated to the number of months remaining in the Lease Term, plus any applicable end of lease purchase option, Fair Market Value or prestated purchase option price, and any unpaid taxes or other charges then due. The election to purchase at the end of the Lease Term shall require purchase of all of the leased Products included in the Delivery Order. The end of the lease option elected by the Government shall be the same for all of the Products included in the Delivery Order.

12. Form of Payment: The Government will pay MicroTech, or its assignees, by Electronic Funds Transfer (EFT), wire or check. No credit cards will be allowed as a form of payment under this lease agreement.

13. Acceptance: Acceptance shall occur on the first day after delivery of the product to the Government.

14. Risk of Loss: The Government assumes and shall bear the entire risk of loss and damage, whether or not insured against, to the Products from any and every cause whatsoever from the date the Products are delivered to the
Government's ship to location until the Products are either returned to the Contractor's designated return location or purchased by the Government, except for any loss or injury resulting from the negligence or fault of Contractor. No loss or damage to the Products or any part thereof shall impair any obligation of the Government under the relevant Order, including but not limited to the Government's obligation to make payments under such Order, which obligations shall continue in full force and effect. In the event of loss or damage of any kind to any Products, the Government, at the Government's option, shall: (i) Place the same in good repair, condition and working order to the satisfaction of Contractor within 90 days of such loss or damage; or (ii) Pay Contractor the amount equivalent to the Purchase Option price calculated as described in Paragraph 10 above.

15. Title: During the Lease Term, Products shall always remain the property of the Contractor. The Government shall have no property right or interest in the Products except as provided herein and shall hold the Products subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The Government shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the Government shall have an encumbered license to use the software for the Lease Term. The Government’s encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Government will not have an unencumbered, paid-up license until it has paid the applicable purchase option price.

Unless otherwise agreed to in writing by the parties, the above supplements MicroTech’s GSA SIN 532420L and apply to any lease entered into by the parties.
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 – fixed price regardless of radius (**insert miles) 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.
      8330 Boone Boulevard, Suite 600, Tysons Corner, VA 22181

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.
i) 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.

ii) 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.

iii) 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.

<table>
<thead>
<tr>
<th>Indicate if there will be an additional charge for travel and transportation.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Quantity Range</th>
<th>Discounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Units</td>
<td>0%</td>
</tr>
<tr>
<td>Units</td>
<td>0%</td>
</tr>
<tr>
<td>Units</td>
<td>0%</td>
</tr>
</tbody>
</table>

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 – firm-fixed price regardless of radius (**insert miles) 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.

   8330 Boone Boulevard, Suite 600, Tysons Corner, VA 22181

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 – Not applicable Firm-fixed price

<table>
<thead>
<tr>
<th>Contractor/OEM Facility</th>
<th>Minimum Charge * - Regular Hours</th>
<th>Hourly Rate - After Hours</th>
<th>Hourly Rate - Sunday and Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordering Activity Location (Within Established Service Areas)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ordering Activity Location (Outside Established Service Areas)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*MINIMUM CHARGES INCLUDE FULL ____ HOURS ON THE JOB

6) 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_____, at a discount of___% from such listed prices. Not applicable. Firm-fixed price includes repair and spare parts.
ADMINISTRATIVE SUPPORT

General Summary
Provides administrative-type support to technical and management-level personnel. This includes, but is not limited to, documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc.

Principal Duties and Responsibilities
- Specializes in coordinating and planning office administration and support.
- Reports directly to a client, usually at the client location, to support its operations as required.
- Understands and provides documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning, etc. required in changing office environments.
- May perform other duties as assigned.

Job Specifications
High School Diploma or G.E.D. or other equivalent degree program.

DATA WAREHOUSE SPECIALIST

General Summary
Performs as a Data Warehouse Developer/Administrator on large-scale database management systems, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives. Possesses ability to assume increasing responsibilities in data mart information system design and management.

Principal Duties and Responsibilities
- Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules.
- Coordinates with Project and/or Program Manager to ensure problem solution and user satisfaction.
- Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.
- Provides daily supervision and technical direction to staff to ensure program deadlines are met.

Job Specification
Bachelor's degree or equivalent and 7 years of general experience. Six (6) years of general experience is equivalent to a Bachelor's degree. With a Master's degree, 5 years of general experience is required. With a PhD, 3 year of general experience is required.

ENTERPRISE RESOURCE PLANNING CONSULTANT

General Summary
Performs evaluation and implementation tasks for Enterprise Resource Planning (ERP) and ERP-related software products using broad industry experience, including industry best practices and extensive product knowledge. Leads parts of the project and creates project methodology as needed.

Principal Duties and Responsibilities
- Provides knowledge of multiple functional areas or other areas of expertise* with hands-on experience in multiple modules or vendors and has the ability to transfer knowledge and skill.
- Accomplished at several professional level roles and knowledgeable about applying technology to business operations in multiple industries.
- Applies industry best practices, product knowledge, and experience to lead overall business requirements gathering sessions and makes overall business process recommendations.
- Develops or executes functional and technical specifications and testing for complex interfaces, module integration, system extensions, and reporting systems.
- Executes project plan tasks and other duties as assigned. Provides regular status on tasks and issues. Coordinates resources and occasionally assumes project management responsibilities.

**Job Specifications**

Bachelor's Degree or equivalent and 3 years of ERP implementation experience or 4 years of general business experience. Six years of general experience is equivalent to a Bachelor's Degree. With a Master's Degree, 2 years of general business experience is required. With a PhD, no experience is required.

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**HARDWARE/SOFTWARE INSTALLATION TECHNICIAN**

**General Summary**

Conducts sites surveys; assesses and documents current site configuration and user requirements and installs new configurations.

**Principal Duties and Responsibilities**

- Designs and optimize network topologies.
- Analyzes existing requirements and prepares specifications for hardware/software acquisitions.
- Prepares engineering plans and site installation Technical Design Packages.
- Develops hardware/software installation schedules. Prepares drawings documenting configuration changes at each site.
- Prepares site installation and test reports. Configures systems, communications devices, and peripheral equipment. Installs network hardware/software.
- Trains site personnel in proper use of hardware/software. Builds specialized interconnecting cables.

**Job Specifications**

High School Diploma or equivalent and 2 years of general experience. There is no experience substitution for a High School Diploma, however a G.E.D., other degree equivalency program, or a technical trade school certificate is acceptable. With a Bachelor's degree no experience is required.

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**HARDWARE/SOFTWARE SPECIALIST**

**General Summary**

Reviews computer systems in terms of machine capabilities and man-machine interface. Prepares reports and studies concerning hardware/software.

**Principal Duties and Responsibilities**

- Prepares functional requirements and specifications for hardware/software acquisitions.
- Ensures that problems have been properly identified and solutions will satisfy the user's requirements.

**Job Specifications**

Bachelor's Degree or equivalent. Six (6) years of general experience is considered equivalent to a Bachelor's Degree.
**JR. SYSTEMS ENGINEER**

General Summary

Under supervision assists in defining and executing systems engineering activities within a project. These activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing of a systems engineering management plan.

Principal Duties and Responsibilities

- Performs systems engineering planning, performance management, capacity planning, testing and validation, benchmarking, information engineering.
- Development and staffing of a systems engineering management plan.
- Supports a Systems Engineer, as required.
- Analyzes and develops technical documentation detailing the integration and system performance.
- May perform other duties as assigned.

Job Specifications

Bachelor's Degree or equivalent and 2 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, no experience is required.

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**NETWORK ARCHITECT**

General Summary

Has broad, high-level knowledge of telecommunications network architectures for Government applications. Possesses the capability to direct, design, or develop network architecture plans, implementation or cutover plans, integration plans, or interoperability plans based on different telecommunications and business environments. Has the ability to use experience and technical judgment to reach conclusions in the face of limited and/or uncertain data. Able to develop network architecture Requests for Proposals (RFPs) and to evaluate responses to RFPs. Supervises or manages the network architecture planning and is considered a leading expert in the field. Capable of supervising multiple teams of specialty Engineers working on highly complex network architecture projects.

Principal Duties and Responsibilities

- Provides lead analysis for translating customer needs into the design of networks.
- Provides leadership or direction on innovative research associated with the development of network architectures.
- Performs management responsibilities for a program or staff for network architecture projects.
- Provides in-depth analysis on network interoperability, topologies, technologies, interfaces, and protocols.
- May perform other duties as required.

Job Specifications

A Doctorate in Computer Science, Electrical or Electronics Engineering, Information Systems, or equivalent and 8 years general work experience in telecommunications. A Master's Degree in Computer Science, Electrical or Electronics Engineering, Information Systems, or equivalent and 10 years experience or a Bachelor's Degree in Computer Science, Electrical Engineering, Information Systems, or equivalent and 12 years experience are considered equivalent to a Doctorate and 8 years experience.
NETWORK ENGINEER

General Summary
Under supervision performs a variety of network engineering tasks which are broad in nature and are concerned with the design and implementation of integrated networks, including personnel, hardware, software and support facilities and/or equipment. Performs with some latitude for unreviewed actions and decisions.

Principal Duties and Responsibilities
- Plans and performs network engineering research, design development, and other assignments in conformance with network design, engineering and customer specifications.
- Responsible for the technical/engineering part of a major project or a project of lesser complexity and importance than those normally assigned to a higher-level engineer.
- Coordinates the activities of Network Technicians assigned to specific network engineering projects.
- May perform other duties as assigned.

Job Specifications
Bachelor's Degree or equivalent and 3 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, one (1) year of general experience is required. With a PhD, no experience is required.

NETWORK MANAGEMENT ENGINEER I

General Summary
Has knowledge and experience architecting and configuring Commercial Off The Shelf (COTS) Network Management solutions (i.e., Tivoli, Computer Associates, HP OpenView) for Government applications. Typically has knowledge of one or more flavors of Unix and leading hardware vendors' products on which the Network Management platform would run. Capable of working, with supervision, on specific aspects of network management engineering.

Principal Duties and Responsibilities
- Provides assistance to the design, development, and deployment of fault and performance network management systems that provide the required trouble isolation and identification required for the applications.
- Supports the identification of deficiencies in existing Network Management platforms and proposes solutions that mediate these problems.
- Supports customizations to existing Network Management implementations to reduce the interval from identification of a fault to problem resolution.
- Supports integration of multiple COTS vendor products into a seamless operation for a Network Operations Center (NOC).
- Supports knowledge transfer to NOC personnel or other individuals charged with the maintaining the environment being monitored by the Network Management solution.
- May perform other duties as required.

Job Specifications
A Bachelor's Degree in Computer Science, Electrical Engineering, Information Systems or equivalent. Eight (8) years experience in telecommunications network management may be substituted for a Bachelor's degree.

NETWORK MANAGEMENT ENGINEER II

General Summary
Has broad in-depth knowledge and several years experience in architecting and configuring Commercial Off The Shelf (COTS) Network Management solutions (i.e., Tivoli, Computer Associates, HP OpenView, Microsoft, etc.)
for Government applications. Typically has knowledge of one or more flavors of Unix and leading hardware vendors' products on which the Network Management platform would run.

Principal Duties and Responsibilities

- Designing, developing, and deploying a fault and performance network management system that provides the required trouble isolation and identification required for the applications.
- Identifying deficiencies in existing Network Management platforms and proposing solutions that mediate these problems. May include identification of COTS platforms that are currently not deployed.
- Providing customizations to existing Network Management implementations to reduce the interval from identification of a fault to problem resolution.
- Integration of multiple COTS vendor products into a seamless operation for a Network Operations Center (NOC).
- Knowledge transfer to NOC personnel or other individuals charged with the maintaining the environment being monitored by the Network Management solution.
- May perform other duties as required.

Job Specifications

A Master's Degree in Computer Science, Electrical Engineering, Information Systems or equivalent and 3 or more years experience in Network Management platforms. A Bachelor's Degree in Computer Science, Electrical Engineering, Information Systems or equivalent and 5 years general work experience (of which 3 years have been spent on Network Management) is considered equivalent to a Master's Degree and 3 years experience. With a PhD, 1 year of general experience is required.

NETWORK MANAGEMENT ENGINEER III

General Summary

Has broad in-depth knowledge and several years leadership experience in architecting and configuring Commercial Off The Shelf (COTS) Network Management solutions (i.e., Computer Associates, HP OpenView, Microsoft, etc.) for Government applications. Typically has knowledge of one or more flavors of Unix and leading hardware vendors' products on which the Network Management platform would run. Has the ability to use experience and technical judgment to reach conclusions in the face of limited and/or uncertain data. Supervises or manages the implementation of specific aspects of network management engineering and is capable of supervising a team of technical specialists working on complex projects.

Principal Duties and Responsibilities

- Provides technical lead for designing, developing, and deploying a fault and performance network management system that provides the required trouble isolation and identification required for the applications.
- Provides leadership to identify deficiencies in existing Network Management platforms and proposes solutions that mediate these problems. May include identification of COTS platforms that are currently not deployed.
- Provides leadership for customizations to existing Network Management implementations to reduce the interval from identification of a fault to problem resolution.
- Provides leadership for integration of multiple COTS vendor products into a seamless operation for a Network Operations Center (NOC).
- Leads team performing knowledge transfer to NOC personnel or other individuals charged with the maintaining the environment being monitored by the Network Management solution.
- May perform other duties as required.
Job Specifications

A Doctorate in Computer Science, Electrical Engineering, Information Systems or equivalent and 6 years experience in Network Management platforms. A Master's Degree in Computer Science, Electrical Engineering, Information Systems or equivalent and 8 years general work experience (of which 4 years have been spent on Network Management) is considered equivalent to a Doctorate and 6 years experience.

**PROGRAM MANAGER**

General Summary

Directs the performance of a variety of related projects, which may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, quality control, administration, etc.

Principal Duties and Responsibilities

- Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items.
- Operates within client guidance, contractual limitations, and Company business and policy directives.
- Serves as focal point-of-contact with client regarding program activities.
- Ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation.
- Manages program consisting of multiple projects including project identification, design, development, and delivery.
- Maintains the development and execution of business opportunities based on broad, general guidance.
- Confers with project manager to provide technical advice and to assist with problem resolution.
- Responsible for marketing new technology and follow-on business acquisitions.
- May perform other duties as assigned.

Job Specifications

Bachelor's Degree or equivalent and 10 years of general experience. Six (6) years of general experience is equivalent to a Bachelor's Degree. With a Master's Degree, eight (8) years of general experience is acceptable. With a PhD, 6 year of general experience is required.

**SENIOR PROGRAM MANAGER**

General Summary

Directs the performance of a variety of highly technical projects which may be organized by technology, program or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically include engineering, integration, test, systems analysis, quality assurance, etc.

Principal Duties and Responsibilities:

- Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items.
- Operates within client guidance, contractual limitations, and Company business and policy directives.
- Serves as focal point of contact with client regarding program activities.
- Ensures that all required resources are available for program implementation.
- Maintains the development and execution of business opportunities based on broad, general guidance.
- Confers with project manager to provide technical advice and to assist with problem resolution.
- May perform other duties as assigned.
Job Specifications

Bachelor's Degree or equivalent and 15 years of general experience. Six (6) years of general experience is equivalent to a Bachelor's Degree. With a Master's Degree, thirteen (13) years of general experience is acceptable. With a PhD, 11 year of general experience is required.

SUBJECT MATTER EXPERT

General Summary

Expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary.

Principal Duties and Responsibilities:

• Plans and performs research, design assessment, development, integration and other assignments in a specific technical area.
• Supervises broad team of systems engineers.
• Responsible for highly complex technical/engineering areas.
• May perform other duties, as assigned.

Job Specifications

Bachelor's Degree or equivalent and 17 years of general experience. 6 years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, 15 years of general experience is required. With a PhD, 13 year of general experience is required.

SR. SUBJECT MATTER EXPERT

General Summary

Expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary.

Principal Duties and Responsibilities:

• Plans and performs research, design assessment, development, integration and other assignments in a specific technical area.
• Supervises broad team of systems engineers.
• Responsible for highly complex technical/engineering areas.
• May perform other duties, as assigned.

Job Specifications

Bachelor's Degree or equivalent and 20 years of general experience. 6 years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, 15 years of general experience is required. With a PhD, 13 year of general experience is required.

SYSTEMS ADMINISTRATOR

General Summary

Supervises and manages the daily activities of configuration and operation of business systems which may be mainframe, mini, or client/server based.

Principal Duties and Responsibilities

• Optimizes system operation and resource utilization, and performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems.
Job Specifications
Bachelor's Degree or equivalent and 2 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's degree no experience is required.

SYSTEMS ARCHITECT
General Summary
Senior scientist who independently performs a variety of system design and engineering tasks which are broad in nature and are concerned with design and implementation of major enterprise systems development and integration, including supporting personnel, hardware, software, and support facilities and/or equipment. Supervises team of Sr. Systems Engineers, Network Engineers, Sr. Network Engineers, and Network Engineers through project completion and is considered a Subject Matter Expert (SME) in one or more specific areas of computer system design and networking.

Principal Duties and Responsibilities
- Plans and performs systems and networking engineering research, design development, and other assignments in conformance with system and network design, engineering, and customer specifications.
- Supervises team of Sr. Systems Engineers, Systems Engineers, Sr. Network Engineers, and Network Engineers.
- Responsible for highly complex technical/engineering projects.
- Coordinates the activities of Sr. Systems Engineers, Systems Engineers, Sr. Network Engineers, and Network Engineers assigned to specific system and network engineering projects.
- Is the lead technical authority on the project.
- May perform other duties, as assigned.

Job Specifications
Master's Degree or equivalent and 10 years of general experience. A Bachelor's Degree and 9 years of general experience is equivalent to a Master's Degree or a High School Diploma (or equivalent) and 15 years of general experience is considered equivalent to a Master's Degree. With a Doctorate, eight (8) years of general experience is acceptable.

SENIOR SYSTEMS ENGINEER
General Summary
Defines and executes systems engineering activities within a project. These activities may consist of systems planning, performance management, capacity planning, testing and validation, benchmarking, information engineering, and development and staffing managing a systems engineering management plan.

Principal Duties and Responsibilities
- Performs systems engineering planning, performance management, capacity planning, testing and validation, benchmarking, information engineering.
- Development, staffing and managing a systems engineering management plan.
- Supports a Program manager or Sr. Enterprise Consultant, as required.
- Analyzes and develops technical documentation detailing the integration and system performance.
- Manages the activities of Systems Engineers and Jr. Systems Engineers assigned to specific systems engineering projects.
- May perform other duties as assigned.
Job Specifications

Bachelor's Degree or equivalent and 7 years of general experience. Six (6) years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, three (3) years of general experience is required. With a PhD, 2 years of general experience is required.
### MicroTech SIN 5451S Approved Rates

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Hourly Rate with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Support</td>
<td>$30.59</td>
</tr>
<tr>
<td>Data Warehouse Spec</td>
<td>$102.28</td>
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<tr>
<td>ERP Consultant</td>
<td>$189.54</td>
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<tr>
<td>HW/SW Installation Tech</td>
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<tr>
<td>HW/SW Specialist</td>
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<tr>
<td>Jr. Systems Engineer</td>
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<tr>
<td>Network Architect</td>
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<td>Network Engineer</td>
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<td>Network Management Engineer I</td>
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<td>Network Management Engineer II</td>
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<td>Network Management Engineer III</td>
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<td>Program Manager</td>
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<td>Sr. Program Manager</td>
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<td>Subject Matter Expert</td>
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<td>Sr. Subject Matter Expert</td>
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<td>Systems Administrator</td>
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<td>Systems Architect</td>
<td>$126.98</td>
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<tr>
<td>Senior Systems Engineer</td>
<td>$106.99</td>
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</tbody>
</table>
TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 511210)

The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services.

Perpetual Licenses The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time."

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151Software Maintenance Services. 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. Software maintenance services are billed in arrears in accordance with 31 U.S.C. 3324.

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.

1. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

   a. 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.

   b. 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.

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

   d. 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.

2. TERM LICENSE CESSATION

   a. After a software product has been on a continuous term license for a period of _N/a_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 offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

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

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

d. 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 licensee elects to order such services. Title to the software shall remain with the Contractor.

3. UTILIZATION LIMITATIONS FOR PERPETUAL LICENSES

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

i. 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.

ii. 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.

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

i. 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.

ii. 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.

iii. 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.

iv. 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.

v. As a matter of convenience, once the original licenses are deactivated, dis-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.

vi. 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.

vii. 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.

viii. 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.

4. 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.
Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

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

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

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

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

Here is a general outline on how it works:

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

“AUTHORIZED GSA PRICE LISTS”

- Biamp
- Creston
- Da-Lite
- Fixmo
- Lightning Tools
- ScaleMP
- SDV Solutions, Inc
- Tenet
- WebLayers
- Motorola