



***High Plains Computing, Inc.  
Providing Innovative Technology,  
Post-Warranty and Legacy Maintenance,  
and Professional Services Solutions***



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Contract Number: GS-35F-0673P

Period Covered by Contract: July 15, 2019 through July 14, 2024

General Services Administration  
Federal Acquisition Service  
Pricelist current through Modification:

REFRESH #5 – 11/18/2020

SF30 PO-0217 1/11/2021

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! (<http://www.gsaadvantage.gov>)



High Plains Computing, Inc. dba HPC Solutions is an innovative technology and professional services provider with a mission of providing agencies with a resolution to their business and technology needs. We take pride in generating a real understanding of our client's challenges and providing the best solution for their unique environment.

HPC Solutions aligns business & technology requirements by providing the highest quality of talent. We offer unmatched customer service by understanding our client's needs and the gaps between their current and future states. We then build a workforce staffing strategy to close those gaps with the right people allowing clients to focus on achieving their goals.

At HPC Solutions, we combine our comprehensive understanding of cloud frameworks including IaaS, PaaS, SaaS, and the environments and system components with our Technical Approach. We focus on the strategic transformation of today's IT portfolio management, PMO support services where we streamline, forward-facing PMO modalities and cloud frameworks for tomorrow. We provide highly-qualified management personnel to lead this implementation. Our demonstrated track-record through Past Performance, our and Technical Capabilities, and our diverse labor mix in our staffing plan make us qualified to deliver this solution. We will illustrate our full corporate commitment to the strategic management and implementation services supporting your cloud (PaaS), data warehouse and IT Portfolio management vision. HPC Solutions will commit toward the goals and objectives of each project to ensure quality, on time delivery, embellish efficiencies, improve, optimize and manage cost. Our leadership supporting this effort is holistically comprised of innovators, technologists, and business leaders that achieved remarkable success. We bring large company maturity to small company agility. Our philosophy is "technology alone doesn't solve problems or innovate." We embrace aggregated views of modernization, new cloud based modalities of implementation, and empowering high performing teams while looking at what can play a significant role in all our solutions. At HPC Solutions our merits are cultivated by our unique culture of challenge, empowerment and the drive to be the best. In our recruiting process, we look for challenger spirit, where good is not good enough. Because of this, we have been able to invest in our people and hire the highest caliber talent. We encourage each team member to be fearless, grow, teach, and always with a sense of esprit d'corps.

HPC Solutions as certified as HUBZone and WOSB, we can shorten the procurement cycle. HPC Solutions holds multiple contract vehicles, including:

- **GSA IT MAS** (GS-35F-0673P)
- **GSA Stars II** (GS-06F-1040Z)

We look forward to working together to find innovative solutions to meet your technology and professional needs.

Rodger Cree, CEO  
[gsa@hpc-solutions.net](mailto:gsa@hpc-solutions.net)

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**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

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

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination. For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

- 33411 The Geographic Scope of Contract will be domestic.
- 811212 The Geographic Scope of Contract will be domestic.
- 511210 The Geographic Scope of Contract will be domestic.
- 54151 The Geographic Scope of Contract will be domestic.
- 611420 The Geographic Scope of Contract will be domestic.
- 54151S The Geographic Scope of Contract will be domestic and overseas delivery.

**CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**High Plains Computing, Inc.**  
**3601 Walnut Street, 5<sup>th</sup> Floor Denver, CO 80205**  
**Jackie Mealey**  
**303-216-9270**  
[gsa@hpc-solutions.net](mailto:gsa@hpc-solutions.net)  
[www.hpc-solutions.net](http://www.hpc-solutions.net)

Credit Cards are accepted

**2. LIABILITY FOR INJURY OR DAMAGE:**

HPC Solutions 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.

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

GS-35F-0673P  
(DUNS) Number: 58175170  
Woman-Owned Small Business  
(TIN): 84-1277752

4a. CAGE Code: **1TSV8**

4b. Contractor **has** registered with the System for Award Management (SAM) Database.

**4. FOB: DESTINATION**

**5. DELIVERY SCHEDULE:**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number 30 calendar days after receipt of order (ARO). Specialty items may require additional time and additional shipping or handling fees.

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

a. Prompt Payment: **NET 30** days from receipt of invoice.

b. Quantity – **see pricelist**

c. Dollar Volume– **see pricelist**

d. Government Educational Institutions – **None**

**7. TRADE AGREEMENTS ACT OF 1979, as amended:**

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

**8. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: N/A**

**9. SMALL REQUIREMENTS:** The minimum dollar value of orders to be issued is \$500.00

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

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

Special Item Number 33411 - Purchase of Equipment

Special Item Number 811212 - Equipment Maintenance

Special Item Number 511210- Perpetual Software Licenses

Special Item Number 54151 - Maintenance of Software as a Service

Special Item Number 54151S - Information Technology Professional a Service

b. The Maximum Order for the following Special Item Numbers (SINs) is 250,000 Special Item Number 611420 - Training Courses

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

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

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

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

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

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering

agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

### **13. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:**

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

### **14. GSA ADVANTAGE!**

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

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

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

### **15. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

## **16. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
  - (1) Time of delivery/installation quotations for individual orders;
  - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
  - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

## **17. OVERSEAS ACTIVITIES**

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

### **NONE**

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

## **18. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

## **19. CONTRACTOR TEAM ARRANGEMENTS**

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

## **20. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **21. SECTION 508 COMPLIANCE**

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

Yes  \_\_\_

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

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **22. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:  
This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

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

## **24. SOFTWARE INTEROPERABILITY**

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

## **25. ADVANCE PAYMENTS**

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

To view HPC Solutions GSA Schedule Price List please visit our website: [www.hpc-solutions.net](http://www.hpc-solutions.net)

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

**303-216-9270 gsa@hpc-solutions.net**

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF IT NEW EQUIPMENT (SIN 33411)**

**1. MATERIAL AND WORKMANSHIP** All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

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

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

**4. INSTALLATION AND TECHNICAL SERVICES**

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self- installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:
- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.
- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**6. WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant: N/A

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

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

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT** When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS  
(SIN 811212)**

**HPC Solutions provides an alternative to post-warranty and legacy storage, server, and networking hardware maintenance for IT data centers. Benefits include:**

- **Operation Advantage: Flexible SLAs, co-termed contracts, ability to add/delete equipment at any time**
- **Service Delivery: Experienced Level 3 and field service engineers**
- **Customer Experience: 24/7 domestic call center, immediate incident escalation, minimal wait time, in-warranty First Call Service**
- **Supported OEMS: Dell, HITACHI, HPE, EMC, NetApp, IBM, Cisco, Sun Microsystems, Oracle, Lenovo**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a N/A mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below: N/A

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (SIN 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

**3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

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

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

**5. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.  
(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

#### **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

#### **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

#### **8. MAINTENANCE RATE PROVISIONS**

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. **REGULAR HOURS** The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. **AFTER HOURS** Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **TRAVEL AND TRANSPORTATION** If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.
- e. **QUANTITY DISCOUNTS** Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: Quantity Range N/A.

#### **9. REPAIR SERVICE RATE PROVISIONS**

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c. **TRAVEL OR TRANSPORTATION**
  - (1) **AT THE CONTRACTOR'S SHOP** i When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity. ii The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.
  - (2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)** When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.
  - (3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)** i If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply. 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.

**d. LABOR RATES**

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

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

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

**REPAIR SERVICE RATES**

AND		REGULAR	AFTER	SUNDAYS
LOCATION	Minimum CHARGE*	HOURS PER HOUR**	HOURS PER HOUR**	HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$1000.00	TBD	TBD	TBD
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$1000.00	TBD	TBD	TBD
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	\$1000.00	TBD	TBD	TBD

\*MINIMUM CHARGES INCLUDE 3 FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

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

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist discount from such listed prices. N/A.

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

a. **REPAIR SERVICE** All repair work will be guaranteed/warranted for a period of 30 days.

b. **REPAIR PARTS/SPARE PARTS** All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a commercial warranty of manufacturer.

**12. INVOICES AND PAYMENTS**

a. **Maintenance Service**

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

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

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

**TERMS AND CONDITIONS PERPETUAL SOFTWARE LICENSES (SIN 511210) AND MAINTENANCE AS A SERVICE (SIN 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

**2. COMMERCIAL SUPPLIER AGREEMENTS** Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.

**3. GUARANTEE/WARRANTY**

- a. The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES** The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 303-216-9270 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00-4:00pm MST.

**5. SOFTWARE MAINTENANCE**

- a. Software maintenance as it is defined: (select software maintenance type) :
  - (1) Software Maintenance as a Product (SIN 511210) 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, on-line help libraries and Frequently Asked Questions (FAQ's), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services. Software Maintenance as a product is billed at the time of purchase.
  - (2) Software Maintenance Services (SIN 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, on- line 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.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. § 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**6. PERIODS OF TERM LICENSES AND SOFTWARE MAINTENANCE SERVICES (SIN 511210)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or software maintenance services may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When using annually appropriated funds are cited on an order for term licenses and/or software maintenance services, the period of the term licenses and/or software maintenance services shall automatically expire on September 30 of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or software maintenance services will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

- a. When a contractor commercially 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.

## **8. TERM LICENSE CESSATION**

- a. After a software product has been on a continuous term license for a period of 12 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. 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, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## **9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 9.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
  - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.
  - (6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted

to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as "Derivative Works" of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 511210) 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. 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.

(9) Reallocation of Perpetual Software (Option 2 SIN 511210)

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. When software assets are eligible for transfer, and are fully covered under prepaid 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.
- h. 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.

## **10. SOFTWARE CONVERSIONS - (SIN 511210)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license 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.

## **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

## **12. RIGHT-TO-COPY PRICING -In accordance with approved EULA.**

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SIN 611420)**

**1. SCOPE**

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

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

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

**4. CANCELLATION AND RESCHEDULING**

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

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

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

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

**8. FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

**HPC Solutions aligns business and technology requirements by providing the highest quality of talent. We offer unmatched customer service by understanding our client’s challenges and the gaps between their current and future states. We then build a workforce staffing strategy to close those gaps with the right people allowing clients to focus on their business and achieving their goals.**

**Our multi-disciplinary technical expertise includes:**

**Program Management  
Data Management  
Cloud Management  
Data Architects  
Systems Engineers  
Subject Matter Experts**



**IT Support Services  
Infrastructure  
Management  
Application Migration  
Network Engineering  
Technical Writing**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Multiple Award Schedule.
- b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

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

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

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

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007)(DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR All IT/IAM**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions. “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract. “Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor. An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

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

**12. PAYMENTS** For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-andmaterials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The

offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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

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

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

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

- a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
- c. The following is an example of the manner in which the description of a commercial job title should be presented: **EXAMPLE:**  
Commercial Job Title: System Engineer Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.  
Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies. Minimum Education: Bachelor's Degree in Computer Science.

HPC Solutions GSA Labor Category	GSA Price (Including IFF)		HPC Solutions GSA Labor Category	GSA Price (Including IFF)
Analyst 1	\$ 68.01		Oracle Application Developer - Senior	\$ 159.78
Analyst 2	\$ 87.05		Oracle Database Administrator - Senior	\$ 201.83
Analyst 3	\$ 106.10		Oracle Programmer - Senior	\$ 151.37
Analyst 4	\$ 125.14		Program Manager 1	\$ 185.89
Analyst 5	\$ 144.18		Program Manager 2	\$ 204.03
Analyst 6	\$ 163.22		Program Manager 3	\$ 222.17
Analyst 7	\$ 182.27		Project Manager - Senior	\$ 185.01
Analyst 8	\$ 201.31		Project/Task Manager 1	\$ 149.62
Analyst 9	\$ 220.35		Project/Task Manager 2	\$ 167.76
Analyst 10	\$ 258.44		Project/Task Manager 3	\$ 185.89
Application Analyst - Senior	\$ 151.37		Scientific Application Developer	\$ 159.78
Application Programmer - Senior	\$ 176.61		Scientific Database Developer	\$ 151.37
Business Continuity Planner	\$ 142.96		Scientific Modeling Specialist	\$ 151.37
Business System Analyst	\$ 142.96		Scientific Programmer	\$ 142.96
Cyber Intrusion Detection Analyst	\$ 159.78		Software Developer	\$ 142.96
Cyber Security and Intrusion Detection Attack Analyst	\$ 159.78		Subject Matter Expert 1	\$ 167.76
Cyber Security Attack Analyst	\$ 159.78		Subject Matter Expert 2	\$ 181.36
Data Analyst	\$ 142.96		Subject Matter Expert 3	\$ 194.96
Data Center Manager	\$ 159.78		Subject Matter Expert 4	\$ 222.17
Database Administrator - Senior	\$ 201.83		Support Specialist 1	\$ 58.94
Desktop Administrator	\$ 109.32		Support Specialist 2	\$ 68.01
Desktop Technician	\$ 67.28		Support Specialist 3	\$ 77.08
Disaster Recovery Specialist	\$ 168.19		Support Specialist 4	\$ 86.15
Documentation Specialist	\$ 109.32		Support Specialist 5	\$ 90.68
Engineer Systems Integrator	\$ 151.37		System Engineer Level 1	\$ 73.31
Engineer/Computer Scientist 1	\$ 167.76		System Engineer Level 2	\$ 124.69
Engineer/Computer Scientist 2	\$ 177.73		System Engineer Level 3	\$ 164.58
Engineer/Computer Scientist 3	\$ 188.61		System Engineer Level 4	\$ 214.46
Engineer/Computer Scientist 4	\$ 198.59		Systems Design & Development Engineer 1	\$ 149.62
Engineer/Computer Scientist 5	\$ 213.10		Systems Design & Development Engineer 2	\$ 165.94
Engineer/Computer Scientist 6	\$ 223.98		Systems Design & Development Engineer 3	\$ 182.27
Engineer/Computer Scientist 7	\$ 240.30		Systems Design & Development Engineer 4	\$ 198.59
Engineering Analyst	\$ 134.55		Systems Design & Development Engineer 5	\$ 214.91
Functional Specialist/Functional Expert 1	\$ 131.49		Systems Design & Development Engineer 6	\$ 231.23
Functional Specialist/Functional Expert 2	\$ 145.09		Systems Design & Development Engineer 7	\$ 247.56
Functional Specialist/Functional Expert 3	\$ 158.69		Systems Design & Development Engineer 8	\$ 263.88
Functional Specialist/Functional Expert 4	\$ 181.36		Systems Design & Development Engineer 9	\$ 280.20
Help Desk Technician / IT Technical Support	\$ 67.28		Systems Design & Development Engineer 10	\$ 312.85
Hyperion Application/Integrator Developer	\$ 169.19		Team Foundation Administrator/ Developer	\$ 185.01
Hyperion Infrastructure Administrator	\$ 193.42		Technician 1	\$ 68.01
Hyperion Specialist	\$ 168.19		Technician 2	\$ 81.61
Information Assurance Specialist 1	\$ 176.83		Technician 3	\$ 95.21
Information Assurance Specialist 2	\$ 203.12		Technician 4	\$ 108.82
Information Assurance Specialist 3	\$ 215.82		Technician 5	\$ 122.42
Information Assurance Specialist 4	\$ 228.51		Telecommunication Engineer - Senior	\$ 159.78
Information Assurance Specialist 5	\$ 244.84		UNIX Administrator - Senior	\$ 159.78
Information Assurance Specialist 6	\$ 257.53		UNIX Programmer - Senior	\$ 151.37
Information Assurance Specialist 7	\$ 270.23		Visual Artist	\$ 109.32
IT Enterprise Architect	\$ 254.28		Web Designer - Senior	\$ 126.15
IT Procurement	\$ 134.55		Web Developer / Engineer - Senior	\$ 142.96
IT Project Manager	\$ 142.96		Web Engineer - Senior	\$ 142.96
Network Administrator - Senior	\$ 151.37			
Network Engineer - Senior	\$ 159.78			
Network Security Administrator - Senior	\$ 168.19			

## Analyst

### Description:

Services performed include, but are not limited to, applying management analysis processes, statistical methods, and advanced technical and analytical research techniques to determine solutions based on client requirements with an IT services/solutions-based scope. Analyzes operational activities to obtain a quantitative, rational basis for decision making and resource allocation. Employs process improvements and reengineering methodologies and principles for modernization of systems and projects. Creates project plans to achieve performance-based objectives, enhancing implementation, systems and service. Provides integral support in mission requirements determination, conceptualization, design, development, testing, verification and validation, documentation, and implementation of system applications. Senior staff manages, plans, and conducts major phases of significant projects. In general, work complexity and responsibility will be greater at higher levels.

### Education and Experience:

Level 1 – Associate’s Degree and a minimum of up to 1 years of experience  
Level 2 – Associate’s Degree and a minimum of 2 years of experience  
Level 3 – Bachelor’s Degree and a minimum of 1-4 years of experience  
Level 4 – Bachelor’s Degree and a minimum of 3-7 years of experience  
Level 5 – Bachelor’s Degree and a minimum of 4-9 years of experience  
Level 6 – Bachelor’s Degree and a minimum of 6-10 years of experience  
Level 7 – Bachelor’s Degree and a minimum of 8-12 years of experience  
Level 8 – Bachelor’s Degree and a minimum of 10-16 years of experience  
Level 9 – Advanced Degree and a minimum of 11-17 years of experience  
Level 10 – Advanced Degree and a minimum of 15 or more years of experience

## Application Analyst - Senior

### Description:

Senior Application Analyst is responsible for analyzing and routing issues into the proper ticketing systems and update and close tickets in a timely manner.

### Education and Experience:

Requires a Bachelor’s Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

## Application Programmer – Senior

### Description:

Senior Application Programmer is responsible for designing and testing program logic, coding programs, program documentation and preparation of programs for computer operations.

### Education and Experience:

Requires an advanced Degree, Bachelor’s Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

## Business Continuity Planner

### Description:

Business Continuity Planner is responsible for the developing, maintaining, or implementing business continuity and disaster recovery strategies and solutions, including risk assessments, business impact analyses, strategy selection, and documentation of business continuity and disaster recovery procedures.

### Education and Experience:

Bachelor’s Degree, relative certifications, 2 years of experience or equivalent combination of experience and education required.

## Business System Analyst

### Description:

Business System Analyst determines operational objectives by studying business functions; gathering information; evaluating output requirements and formats. Analyst also prepares technical reports by collecting, analyzing, and summarizing information and trends.

**Education and Experience:**

Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

**Cyber Intrusion Detection Analyst****Description:**

Cyber Intrusion Detection Analyst monitors network traffic using various command line searches. Knowledgeable in applications used for monitoring system activity. Familiarity with applications used to gather and maintain audit logs from multiple systems.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-5 years of experience or equivalent combination of experience and education.

**Cyber Security and Intrusion Detection Attack Analyst****Description:**

Cyber Security and Intrusion Detection Attack Analyst position requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-5 years of experience or equivalent combination of experience and education.

**Cyber Security Attack Analyst****Description:**

Cyber Security Attack Analyst position requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**Data Analyst****Description:**

Data analyst responsibilities include conducting full lifecycle analysis to include requirements, activities and design. Data analysts will develop analysis and reporting capabilities. They will also monitor performance and quality control plans to identify improvements.

**Education and Experience:**

Requires a bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

**Data Center Manager****Description:**

Data Center Manager position is responsible for overseeing a team in charge of large amounts of computer information via servers and networking appliances and must have extensive experience working with computer hardware and databases.

**Education and Experience:**

Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**Database Administrator – Senior****Description:**

Senior Database Administrator is responsible for database operations and reporting standards, function, and efficiency. Key knowledge areas include extensive experience with enterprise environmental growth, transactional and data warehouse systems, job scheduling, deployments and system maintenance.

**Education and Experience:**

Requires an advanced degree, Bachelor's Degree, relative certifications, 3-5 years of experience or equivalent combination of experience and education.

## Desktop Administrator

### **Description:**

Desktop Administrator provides general workstation management. Responsibilities include ensuring secure desktop configurations, creating technical processes and procedures, software installation and general systems management.

### **Education and Experience:**

Requires an Associate's Degree, relative certifications, 1 years of experience or equivalent combination of experience and education. \*

## Desktop Technician

### **Description:**

The Desktop Technician's role is to provide a single point of contact for end users to receive support and maintenance within the organization's desktop computing environment.

### **Education and Experience:**

Requires an Associate's Degree, relative certifications, 1 year of experience or equivalent combination of experience and education. \*

## Disaster Recovery Specialist

### **Description:**

Disaster Recovery Specialist position assists in developing, implementing, and maintaining policies, procedures, and programs for ensuring the security and integrity of company data, databases, information systems, and technology.

### **Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-5 years of experience or equivalent combination of experience and education.

## Documentation Specialist

### **Description:**

Documentation Specialist maintains documents by managing the storage, archiving and retrieval of them.

### **Education and Experience:**

Requires an Associate's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

## Engineer Systems Integrator

### **Description:**

System integration engineer is responsible for the development and testing of control systems for using digital electronics and communications. They evaluate and test software for real-time embedded systems using model-based software development tools.

### **Education and Experience:**

Requires bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education. \*

## Engineer / Computer Scientist

### **Description:**

Services performed include, but are not limited to, engineering and scientific tasks in planning, development, production, operations and maintenance environments, which are broad in nature and are concerned with the design, development, layout, and testing of devices or systems. Plans and performs engineering/programming, scientific research, studies, and analysis that may include cloud based analytics and tool development; technology planning; applied systems architecture development and integration; applied requirements development; concept development; data structure design; systems and software design, application programming, script development, development and integration; test and evaluation; systems operation; control of systems and components; integrated logistics support; modeling and simulation; configuration management; systems and mission engineering; systems acquisition; and life-cycle management. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 – Associate’s Degree and a minimum of up to 3 years of experience
- Level 2 – Bachelor’s Degree and a minimum of 1-4 years of experience
- Level 3 – Bachelor’s Degree and a minimum of 2-6 years of experience
- Level 4 – Bachelor’s Degree and a minimum of 4-8 years of experience
- Level 5 – Bachelor’s Degree and a minimum of 6-10 years of experience
- Level 6 – Bachelor’s Degree and a minimum of 8-12 years of experience
- Level 7 – Bachelor’s Degree and a minimum of 10 or more years of experience

**Engineering Analyst****Description:**

Engineering Analyst are responsible for planning, generating solutions and creating reports, identifying the problems particular to the project, analyzing any data, feedback from employees and consumers, and then proposing the solutions and final designs. The analyst should be adept at creating algorithms and then analyzing their implementation and modeling of the design.

**Education and Experience:**

Bachelor’s Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

**Functional Specialist / Functional Expert****Description:**

Provides task-unique functional expertise and in-depth knowledge necessary to interpret requirements, ensure responsiveness and achieve successful performance in a particular business, operational, engineering, mathematics, or scientific area. Participates in all phases of the project lifecycle, as needed, and advises IT consultants with the extensive knowledge needed from the specialist for effective implementation. This labor category is designed for other than Information Technology functional expertise, but the expertise is required to support an IT task. This labor category is offered only in conjunction with IT Professional labor categories. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 – Bachelor’s Degree and a minimum of 4-9 years of experience
- Level 2 – Bachelor’s Degree and a minimum of 7-12 years of experience
- Level 3 – Bachelor’s Degree and a minimum of 10-16 years of experience
- Level 4 – Advanced Degree and a minimum of 15 or more years of experience

**Help Desk Technician / IT Technical Support****Description:**

IT Help Desk Technician provides technical assistance and support for incoming queries and issues related to computer systems, software, and hardware. Respond to queries either in person or over the phone. Respond to email messages for customers seeking help. Install, modify, and repair computer hardware and software.

**Education and Experience:**

Requires Associate’s Degree, relative certifications, 1 year of experience or equivalent combination of experience and education. \*

**Hyperion Application/Integrator Developer****Description:**

Hyperion Application Developer position requires experience in Financial Planning, Consulting and Implementation of Hyperion with strong Application Development process experience on Hyperion software.

**Education and Experience:**

Requires a Bachelor’s Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**Hyperion Infrastructure Administrator****Description:**

Hyperion Administrator is responsible for maintaining and tracking of hierarchy/system updates, regular database maintenance, validation and reconciliation, system security and troubleshooting system issues.

**Education and Experience:**

Requires an Advanced Degree, Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

<b>Hyperion Specialist</b>
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**Description:**

Hyperion Specialist performs user maintenance, oversee daily and monthly data maintenance tasks, and field user requests and issues for the Hyperion Software.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

<b>Information Assurance Specialist</b>
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**Description:**

Services performed include, but are not limited to, designing, developing, engineering, and implementing integrated security system solutions that will ensure proprietary/confidential data and systems are protected. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in computer security in the strategic design process to translate security and business requirements into technical designs. Configures and validates secure systems; tests security products and systems to detect security weakness. Conducts regular audits to ensure that systems are being operated securely, and computer security policies and procedures are being implemented as defined in security plans. Duties include architecture design, system/network analysis, vulnerability and risk assessments, and security assessment of hardware and software. Performs duties on tasks that require expertise in firewall, cyber, cloud computing, implementation/configuration, physical security analysis of facilities, security assessment/risk analysis, security design of local area networks and wide area networks, security analysis of network operating systems and applications, continuity of operations, planning, policy development and disaster recovery. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 – Associate's Degree and up to 3 years of experience
- Level 2 – Bachelor's Degree and a minimum of 1-4 years of experience
- Level 3 – Bachelor's Degree and a minimum of 2-6 years of experience
- Level 4 – Bachelor's Degree and a minimum of 4-8 years of experience
- Level 5 – Bachelor's Degree and a minimum of 6-10 years of experience
- Level 6 – Bachelor's Degree and a minimum of 8-12 years of experience
- Level 7 – Bachelor's Degree and a minimum of 10 or more years of experience

<b>IT Enterprise Architect</b>
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**Description:**

Enterprise Architects link the business mission, strategy, and processes of an organization to its IT strategy, and documents this using multiple architectural models or views that show how the current and future needs of an organization will be met in an efficient, sustainable, agile, and adaptable manner.

**Education and Experience:**

Requires an Advanced Degree, Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

<b>IT Procurement</b>
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**Description:**

IT Procurement position ensures products and services are purchased in the most cost- and time-efficient manner. Evaluates contracts and vendors; makes final decisions regarding suppliers.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

## IT Project Manager

### **Description:**

IT Project Manager positions is responsible for the delivery of IT projects on time, in budget and scope.

### **Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education

## Network Administrator – Senior

### **Description:**

Senior Network Administrator provides technical expertise and support for the management of the IT infrastructure and plays an important part in the technical aspects of designing, testing, operating and improving IT infrastructure services and developing the skills required to operate the IT infrastructure.

### **Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

## Network Engineer – Senior

### **Description:**

Senior Network Engineer is responsible for maintaining the design and integrity network, including customer-facing hosted and cloud environments. They will provide expert technical assistance to team members with high-level system and networking request.

### **Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

## Network Security Administrator – Senior

### **Description:**

Senior Network Security Administrator is responsible for the administration and management of network security systems that supports the IT infrastructure.

### **Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

## Oracle Application Developer – Senior

### **Description:**

Oracle Developers are responsible for designing and managing different areas related to the spectrum of work of Oracle. They create, modify, and test the codes, scripts, and forms that allow a system to run different types of applications.

### **Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education

## Oracle Database Administrator – Senior

### **Description:**

Senior Oracle Database Administrator position maintains, develops and implements policies and procedures for ensuring the security and integrity of the company's Oracle database.

### **Education and Experience:**

Requires an Advanced degree, Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

## Oracle Programmer - Senior

### **Description:**

Senior Oracle Programmer is responsible for designing and testing program logic, coding programs, program documentation and preparation

of Oracle for computer operations.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education

**Program Manager**

**Description:**

Manages contract support operations for complex, mission-critical, and strategic programs which may involve multiple projects and groups of personnel at multiple locations. Utilizes proven leadership skills to organize, direct, and deploy resources with broad technical, business, and industry expertise. Oversees program budget, schedules and all aspect of financial management of the program. Effectively manages funds, personnel, production standards, and resources (equipment and facilities) and ensures quality and timely delivery of all contractual items. Serves as focal point of contract with client regarding all program activities. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 – Bachelor's Degree and a minimum of 8-12 years of experience
- Level 2 – Bachelor's Degree and a minimum of 10-15 years of experience
- Level 3 – Bachelor's Degree and a minimum of 15 or more years of experience

**Project Manager - Senior**

**Description:**

Senior Project Managers plan budget, oversee and document all aspects of the specific project.

**Education and Experience:**

Requires an Advanced Degree, Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

**Project / Task Manager**

**Description:**

Performs day-to-day management of delivery order projects, from original concept through final implementation. Utilizes proven skills in those technical areas addressed by the delivery order to analyze new and complex project related problems and create innovative solutions involving financial management, scheduling, technology, methodology, tools, and solution components. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order projects. Defines project scope and objectives including developing detailed work plans, schedules, project estimates, resource plans, status reports, and project and financial tracking and analysis. Conducts project meetings and ensures quality standards. Provides technical and strategic guidance to project team and reviews project deliverables. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 – Bachelor's Degree and a minimum of 4-9 years of experience
- Level 2 – Bachelor's Degree and a minimum of 7-10 years of experience
- Level 3 – Bachelor's Degree and a minimum of 9 or more years of experience

**Scientific Application Developer**

**Description:**

Scientific Application Developer is responsible for the process, life cycle and creation of the software aimed at helping users complete a computer task or program.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**Scientific Database Developer**

**Description:**

Scientific Database Developer is responsible for the design, coding, testing, and support of our data cleansing, modeling, forecasting, and optimization platform.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**Scientific Modeling Specialist****Description:**

Scientific Modeling Specialist research and evaluate new analytical methodologies, approaches, and solutions. Develop and validate statistical forecasting models and tools. Interpret and communicate analytic results.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**Scientific Programmer****Description:**

Scientific Programmer responsibilities for the systems development and performs systems tests and integration.

**Education and Experience:**

Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

**Software Developer****Description:**

Software Developer position is responsible for designing and testing program logic, coding programs, program documentation and preparation of programs for computer operations.

**Education and Experience:**

Bachelor's Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

**Subject Matter Expert****Description:**

Utilizes subject matter area expertise gained through direct industry experience to provide technical, managerial, and administrative direction for problem definition, analysis, requirements development and implementation for complex to extremely complex systems in the subject matter area. Guides the determination of IT, engineering, and business process inadequacies and deficiencies that affect the functional area's ability to support/meet organizational goals. Participates in strategy sessions, strategic assessments, and design reviews to validate enterprise approach and associated work products. Provides guidance and direction to other professionals, acts in a consulting and/or advisory capacity; coordinates resolution of highly complex problems and tasks. Makes recommendations and advises on organization-wide system improvements, optimization or maintenance efforts. Recognized for strong expertise in industry issues and trends. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 – Bachelor's Degree and a minimum of 4-9 years of experience
- Level 2 – Bachelor's Degree and a minimum of 7-12 years of experience
- Level 3 – Bachelor's Degree and a minimum of 10-16 years of experience
- Level 4 – Advanced Degree and a minimum of 15 or more years of experience

**Support Specialist****Description:**

Services performed include, but are not limited to, staff support services. Assists in budget preparation and financial control activities. Assists in the preparation of presentations and control of records, statistics, and reports regarding operations, financial tracking, and personnel changes using various databases and programs. Assists in the development of reports and presentations using software packages for word processing, spreadsheets, database, desktop publishing and graphics. Composes, prepares, edits and proofreads letters, reports and other correspondence. Administers client- specific programs, projects, and/or processes. Serves as liaison regarding administrative issues related to purchasing, personnel, facilities, and operations. Coordinates meetings and appointments between program manager, client, and external-parties. Resolves questions and problems and refers the most complex issues to higher levels. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 - High School Diploma and a minimum of up to 3 years of experience
- Level 2 – High School Diploma and a minimum of 2-7 years of experience
- Level 3 – Associate’s Degree and a minimum of 4 or more years of experience
- Level 4 – Associate’s Degree and a minimum of 6 or more years of experience
- Level 5 - Associate’s Degree and a minimum of 10 years of experience

**System Engineer****Description:**

Systems Engineer perform system analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

**Education and Experience:**

- Level 1 – Bachelor’s Degree, relative certifications, 1 year of experience or equivalent combination of experience and education.
- Level 2 - Bachelor's Degree in Computer Science or equivalent job experience and or equivalent combination of experience and education. 1-3 years of technical experience.
- Level 3 – Bachelor's Degree in Computer Science or equivalent job experience and certifications. 2-4 years of technical experience.
- Level 4 - Bachelor's Degree in Computer Science or equivalent job experience and certifications and advanced certifications with hardware manufacturers and software companies. 3-5 years of technical experience.

**Systems Design and Development Engineer****Description:**

Services performed include, but are not limited to, contributing to overall strategic vision and integrates a broad range of solutions in support of client requirements for IT projects. Formulates and defines system scope and objectives, develops or modifies processes to solve complex problems for computer systems and business and electronic interfaces to achieve desired results through the use of innovative technologies. Develops and applies advanced engineering and design methods, theories, and research techniques in the investigation and solution of complex and advanced system requirements, hardware/software interfaces and applications, and solutions. Responsible for design, development, engineering, integration, and architecture. Senior staff manages, plans, and conducts major phases of significant projects. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 – Associate’s Degree and a minimum of up to 1 years of experience
- Level 2 – Associate’s Degree and a minimum of 2 years of experience
- Level 3 – Bachelor’s Degree and a minimum of 1-4 years of experience
- Level 4 – Bachelor’s Degree and a minimum of 3-7 years of experience
- Level 5 – Bachelor’s Degree and a minimum of 4-9 years of experience
- Level 6 – Bachelor’s Degree and a minimum of 6-10 years of experience
- Level 7 – Bachelor’s Degree and a minimum of 8-12 years of experience
- Level 8 – Bachelor’s Degree and a minimum of 10-16 years of experience
- Level 9 – Advanced Degree and a minimum of 11-17 years of experience
- Level 10 – Advanced Degree and a minimum of 15 or more years of experience

**Team Foundation Administrator/ Developer****Description:**

Team Foundation Administrators are responsible for installing and maintaining Team Foundation Server, and administering permissions and security for other roles. Team Foundation Server administrators can also customize process templates.

**Education and Experience:**

Requires an Advanced Degree, Bachelor’s Degree, relative certifications, 1 year of experience or equivalent combination of experience and education.

**Technician****Description:**

Services performed include, but are not limited to, specialized technical tasks in support of business operations and management of the IT

infrastructure, including IT administration, hardware and software support, installation, configuration, maintenance, testing, security, electrical, mechanical, facilities, and help desk support. Assists in monitoring and responding to technical, hardware, software, and systems problems utilizing various tools and techniques. Assists in identifying and diagnosing problems and factors affecting performance in accordance with operating procedures and guidelines. Performs surveillance, testing, analysis, and maintenance of components. Responds to trouble calls and escalates problems following established protocol. Tracks problem resolution to completion. In general, work complexity and responsibility will be greater at higher levels.

**Education and Experience:**

- Level 1 – High School Diploma and a minimum of up to 3 years of experience
- Level 2 – High School Diploma, 6 months Technical Training and a minimum of 1-5 years of experience
- Level 3 - High School Diploma, 1 year Technical Training and a minimum of 2-7 years of experience
- Level 4 – High School Diploma, 1 year Technical Training and a minimum of 4-9 years of experience
- Level 5 – High School Diploma, 2 years Technical Training and a minimum of 7 or more years of experience

**Telecommunication Engineer - Senior**

**Description:**

Senior Telecommunications Engineer studies, designs, engineers, constructs, installs and coordinates telecommunications equipment, systems and facilities; performs engineering studies involving equipment, applications or theoretical analyses of such engineering methodologies.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**UNIX Administrator – Senior**

**Description:**

Senior Unix Administrator is responsible for systems design, planning, hardware/software installation, operations, maintenance, and upgrades to UNIX systems and infrastructure components.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**UNIX Programmer – Senior**

**Description:**

Unix Programmer provides advanced system administration services for UNIX servers and systems programming services.

**Education and Experience:**

Requires a Bachelor's Degree, relative certifications, 3-6 years of experience or equivalent combination of experience and education.

**Visual Artist**

**Description:**

Visual Artist create original artwork using any of a wide variety of media and techniques to convey a specific message.

**Education and Experience:**

Requires an Associates' Degree, relative certifications, 1 year of experience or equivalent combination of experience and education

**Web Designer – Senior**

**Description:**

Senior Web Designer is responsible for the design and management of creative and technical web design projects.

**Education and Experience:**

Bachelor's Degree, relative certifications, 1 year of experience or equivalent combination of experience and education.

**Web Developer / Engineer - Senior**

**Description:**

Senior Web Developer will be involved in a multitude of software development and network engineering areas. The primary responsibilities will revolve around web application development, team coding, service integration, and general implementation and support assistance.

**Education and Experience:**

Bachelor’s Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

**Web Engineer - Senior**

**Description:**

Senior Web Engineer is responsible for the creation, maintenance and enhancement of company websites and web applications.

**Education and Experience:**

Bachelor’s Degree, relative certifications, 2 years of experience or equivalent combination of experience and education.

*These are minimum requirements, staff that exceed these education and experience requirements may be aligned to the labor categories at HPC Solution’s discretion.*

**IT Degree/Experience Equivalency**

The labor category definitions in our Pricelist describe the functional responsibilities and education and experience requirements for each labor category. These requirements are a guide to the types of experience and educational background of typical personnel in each labor category.

Education and experience may be substituted for each other. Each year of relevant experience may be substituted for 1 year of education, and vice versa. In addition, certifications, professional licenses, and vocational technical training may be substituted for experience or education with the written approval of the ordering activity.

Degree	Experience Equivalence*	Other Equivalence
<b>Associate’s</b>	1 year relevant experience	Vocational or technical training in work-related field
<b>Bachelor’s</b>	Associate’s degree + 2 years relevant experience, or 4 years relevant experience	Professional certification
<b>Master’s</b>	Bachelor’s + 2 years relevant experience, or Associate’s + 4 years relevant experience	Professional license
<b>Doctorate</b>	Master’s + 2 years relevant experience, or Bachelor’s + 4 years relevant experience	

**\* Successful completion of each year of higher education that has not yet resulted in a degree may be counted 1-for-1 for a year of experience.**

Staff must meet the minimum qualifications of the labor categories as defined or qualify via the experience equivalence outlined above. HPC Solutions may, at our discretion, map staff that exceed the minimum associated with each labor category. Labor category qualifications set the minimum requirement necessary to qualify to perform services. The labor category qualifications do not set an education or experience ceiling.

Further, both parties recognize that, on occasion, there may be a need to waive the requirements in order to use the best individual for the task. Therefore, waivers to the education/experience requirements may be granted by either the task order contracting officer or contracting officer technical representative. If such a waiver is included in our proposal, award of said proposal shall be deemed a grant of the waiver.

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

**PREAMBLE**

**High Plains Computing** provides commercial products and services. We are committed to promoting participation of Small, HubZone, Small Disadvantaged, Minority Owned, and Women-Owned Small Businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop Small, HubZone, Small Disadvantaged, Minority Owned, and Women-Owned Small Businesses by purchasing from these businesses whenever practical.

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

To undertake significant efforts to determine the potential of Small, HubZone, Small Disadvantaged, Minority Owned, and Women-Owned Small Businesses to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of Small, HubZone, Small Disadvantaged, Minority Owned, and Women-Owned Small Businesses.

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

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

We signify our commitment to work in partnership with Small, HubZone, Small Disadvantaged, Minority Owned, and Women-Owned Small Businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

**Rodger Cree**

**3601 Walnut Street, 5<sup>th</sup> Floor, Denver CO 80205**

**303.216.9270**

**F: 303.679.9408**

**gsa@hpc-solutions.net**

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

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

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

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

Signatures

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Ordering Activity	Date	Contractor	Date
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**BLANKET PURCHASE AGREEMENT**

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

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

MODEL NUMBER/PART NUMBER \*SPECIAL BPA DISCOUNT/PRICE

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- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

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

- (4) This BPA does not obligate any funds.

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

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

OFFICE

POINT OF CONTACT

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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## **BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s 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.