

**Updated**  
**Authorized Information Technology Schedule Pricelist**  
General Purpose Commercial Information Technology Equipment, Software and  
Services

**Special Item No. 132-8 Purchase of Equipment**

FSC Class 7025 -Input/Output and Storage Devices

**Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts**

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

**Special Item No. 132-33 Perpetual Software Licenses**

FSC Class 7030 -Information Technology Software

**Special Item No. 132-34 Maintenance of Software as a Service**



1011 Walnut Street, Suite 400  
Boulder, CO 80302

<http://www.Circadence.com>  
303-413-8800

Contract Number: GS-35F-0873R

Period Covered by Contract: Sept. 19, 2015 to Sept. 18, 2020

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #PO-0018; Effective Date: Sept. 19, 2015

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

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**Appendix A: Pricing**

## Customer Information

- 1a.** Awarded Special Item Numbers (SINs):  
 SIN 132-8: Purchase Of New Equipment  
 SIN 132-12: Equipment Maintenance  
 SIN 132-33: Perpetual Software License  
 SIN 132-34: Maintenance of Software as a Service

- 1b.** Lowest Priced Model Number and Price for Each SIN:

SIN	Model	Price
SIN 132-8	MVO-H-05-HW, MVO Site to Site Appliance – Up to 5 Connections	\$1,113.35 per appliance
SIN 132-12	MTN-H-05-HW, Maintenance of MVO-H-05-HW (annual agreement)	\$222.67 per maintenance agreement
SIN 132-33	WARP Perpetual Site License	\$282.37 for each additional seat license over 500
SIN 132-34	Annual Maintenance for WARP Site License	\$56.47 for maintenance of each additional seat over 500

2. Maximum Order: There is no limit on the size of any task order issued under a GSA Schedule contract. If the best value selection places your order over \$500,000 for a task order, Circadence can decline the order.
3. Minimum Order: \$100
4. Geographic Coverage: Domestic.
5. Points of Production: Same as company address.
6. Discount from List Prices or Statement of Net Price: Government net prices (discounts already deducted). See Appendix A, "Pricing," below.
7. Quantity/Volume Discounts: See Appendix A, "Pricing," below.
8. Prompt Payment Terms: 1%/10 days- Net 30 days from receipt of invoice or date of acceptance, whichever is later.
9. Government Purchase Cards: Accepted up to the micro-purchase threshold. Not accepted over the threshold.
10. Foreign Items: None.
- 11a. Time of Delivery: For all Task Orders under SINs 132-8, 132-12, 132-33, 132-34: 30 days.
- 11b. Expedited Delivery: Contact Circadence.
- 11c. Overnight and 2-day Delivery: Contact Circadence.
- 11d. Urgent Requirements: Contact Circadence.
12. F.O.B. point(s): Destination.
- 13a. Ordering Address:  
 Circadence Corporation  
 1011 Walnut Street, Suite 400  
 Boulder, CO 80302  
 E-mail: [polivo@circadence.com](mailto:polivo@circadence.com)  
 Tel.: (303) 413-8800
- 13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment Address: Same as company address.
15. Warranty Provision: Contractor's standard commercial warranty.

16. Export Packing Charges (if applicable): N/A
17. Terms and Conditions of Government Purchase Card Acceptance: Contact Circadence.
18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable): N/A
19. Terms and Conditions of Installation (if applicable): N/A
20. Terms and Conditions for Any Other Services (if applicable): N/A
21. List of Service and Distribution Points (if applicable): N/A
22. List of Participating Dealers (if applicable): N/A
23. Preventive Maintenance (if applicable): N/A
- 24a. Environmental Attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants: N/A
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contactor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [www.circadence.com/508](http://www.circadence.com/508)
25. Data Universal Number System (DUNS) Number: 883735060
26. Notification Regarding Registration in System for Award Management: Registered.

**Terms and Conditions Applicable to Purchase of  
General Purpose Commercial Information Technology New Equipment(Special Item  
Number 132-8)**

**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**

All Appliances offered under this contract are self-installable.

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 requirements of the Davis-Bacon Act applies.

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

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

**5. INSPECTION/ACCEPTANCE**

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

## **6. WARRANTY**

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

Circadence Corporation  
1011 Walnut Street, Suite 400  
Boulder, CO 80302

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

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

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

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

**Terms and Conditions Applicable to Maintenance, Repair  
Service and Repair Parts/Spare Parts for Government-Owned  
General Purpose Commercial Information Technology  
Equipment, Radio/Telephone Equipment, (After Expiration of Guarantee/Warranty  
Provisions and/or When Required Service is Not Covered by Guarantee/Warranty  
Provisions) and for Leased Equipment (Special Item Number 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 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:

Circadence Corporation  
1011 Walnut Street, Suite 400  
Boulder, CO 80302

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a 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 30<sup>th</sup> 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.

N.A. We do not travel to client locations to performance maintenance or repair. The client sends the equipment to Circadence. (Circadence will travel to client locations to perform other tasks, such as IT Professional services; and Circadence will charge for travel under GSA task orders in accordance with the Federal Travel Regulation.)

e. QUANTITY DISCOUNTS

See pricing exhibits. Our prices are shown in Appendix A. Prices shown are NET Prices, inclusive of the IFF; Basic GSA Discounts have been deducted.

## 9. REPAIR SERVICE RATE PROVISIONS

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

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

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

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

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

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

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

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

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

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the

allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

Circadence does not provide equipment maintenance services on an hourly basis. Maintenance services are covered by the basic warranty agreement. Clients pre-pay for each year of coverage of the basic warranty agreement. See Appendix A for pricing.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	_____	_____	_____	_____

\*MINIMUM CHARGES INCLUDE \_\_\_ 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. Circadence reserves the

right to use refurbished parts when repairing appliances. We do not charge separate prices for parts. All repairs are covered under our basic warranty agreement.

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

### a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 12 months from date of purchase.

### b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period 12 months from date of purchase.

## **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 1/30<sup>th</sup> 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 Applicable to Perpetual Software Licenses (Special Item Number 132-33) and Maintenance as a Service (Special Item Number 132-34) 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 postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

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

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

**3. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 6pm Mountain Time.

662-821-2500

**5. SOFTWARE MAINTENANCE**

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

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

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

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

service.

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

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

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

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 MAINTENANCE (SIN 132-34)**

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

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

N/A. Circadence does not offer term licenses under this contract.

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

## 8. TERM LICENSE CESSATION

N/A. Circadence does not offer term licenses under this contract.

- a. After a software product has been on a continuous term license for a period of \_\_\_\_\_ \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 9. UTILIZATION LIMITATIONS – (SIN 132-32, SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
  - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
  - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
  - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization

Limitations” are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **10. SOFTWARE CONVERSIONS – (SIN 132-32 AND SIN 132-33)**

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

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

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

#### **12. RIGHT-TO-COPY PRICING**

N/A. (Circadence does not offer this in the commercial market; Circadence is not offering it to GSA.)

**Appendix A**  
Pricing

**Exhibit P-1**

**GSA Pricing for WARP Appliances and Maintenance Agreements for All Orders under the GSA Contract\***

Product Configuration**	GSA Price per WARP Appliance (Inclusive of GSA Discount and 0.75% IFF) (SIN 132-8)	GSA Price for Maint. Agreement, Per Appliance (Inclusive of GSA Discount and 0.75% IFF)(Annual Charge) (SIN 132-12)***
WARP Appliance, 1 site, standard chassis, 10 seat licenses	\$13,400.50	\$2,680.10
WARP Appliance, 1 site, standard chassis, 25 seat licenses	\$24,168.77	\$4,833.75
WARP Appliance, 1 site, standard chassis, 50 concurrent user licenses	\$42,115.87	\$8,423.17
WARP-H Appliance, 1 site, fully ruggedized chassis, 10 concurrent user licenses	\$18,904.28	\$3,780.86
WARP-H Appliance, 1 site, fully ruggedized chassis, 25 concurrent user licenses	\$33,501.26	\$6,700.25
WARP-H Appliance, 1 site, fully ruggedized chassis, 50 concurrent user licenses	\$59,345.09	\$11,869.02

\* In a circumstance where a federal entity has no existing WARP Appliances, we will require a minimum purchase of 2 WARP Appliances in most cases, as the use of the Appliance that we are offering under the GSA Contract requires at least two Appliances. In the event that the federal entity will use the WARP Appliance to communicate with another entity that owns a WARP Appliance, we will not require the 2-unit minimum purchase.

\*\* 30 Mb/s; 1U rack height 1.68"/4.2cm H, 16.7"/42.42cm W, 21.5"/54.6cm D.

\*\*\* First-year purchase of Maintenance Agreement is mandatory.

**Exhibit P-2**

GSA Pricing for the Purchase of Additional Seat Licenses on a WARP Appliance

Product	Number of Seats	GSA Price, Inclusive of GSA Discount and 0.75% IFF  Price Per Seat (SIN 132-8)/ GSA Annual Maintenance Fee per Seat* (SIN 132-12)
Additional User Seats per Site	1-50	\$717.88/ \$143.58 per seat
		\$56.47 per seat

\* First-year purchase of Maintenance Agreement is mandatory.

**Exhibit P-3**

**GSA Pricing for WARP Software-Only Packages\***

Product Configuration*	GSA Price per WARP Software- Only Package (Inclusive of GSA Discount and 0.75% IFF)  (SIN 132-33)	GSA Price for Maint. Agreement, Per WARP Software-Only Package (Inclusive of GSA Discount and 0.75% IFF)(Annual Charge)  (SIN 132-34)**
WARP Software-Only Package, 1 site, 10 seat licenses	\$10,289.67	\$2,057.93
WARP Software-Only Package, 1 site, 25 seat licenses	\$21,057.93	\$4,211.59
WARP Software-Only Package, 1 site, 50 Seat licenses	\$39,005.04	\$7,801.01

\* In a circumstance where a federal entity has no existing WARP Software Kits, we will require a minimum purchase of 2 Kits in most cases, as the use of the software that we are offering under the GSA Contract requires software on at least two terminals.

\*\* Maintenance fee for first year is payable at time of purchase of site and seat licenses. The first year of such coverage is mandatory. Annual maintenance fee is due at start of each new 12-month period.

**Exhibit P-4**

**GSA Pricing for the Purchase of Additional Seat Licenses Associated with a Software-Only WARP Site License**

Product	Number of Seats	GSA Price, Inclusive of GSA Discount and 0.75% IFF  Price Per Seat (SIN 132-33)/ GSA Annual Maintenance Fee per Seat* (SIN 132-34)
Additional User Seats per Site	1-50	\$717.88/ \$143.58 per seat
		\$56.47 per seat

\* First-year purchase of Maintenance Agreement is mandatory.

**Exhibit P-5**

Prices for MVO Solutions

Special Item Number (SIN)	Circadence Item No.	Item Name	Description	GSA Price <b>(Inclusive of GSA Discount and 0.75% IFF)</b>
132-8, Purchase of Equipment	MVO-H-05-HW	MVO Site to Site Appliance – Up to 5 Connections	MVO Site to Site Appliance- Up to 5 Connections	\$1,113.35
132-8, Purchase of Equipment	MVO-H-10-HW	MVO Site to Site Appliance – Up to 10 Connections	MVO Site to Site Appliance – Up to 10 Connections	\$1,709.42
132-8, Purchase of Equipment	MVO-H-25-HW	MVO Site to Site Appliance – Up to 25 Connections	MVO Site to Site Appliance – Up to 25 Connections	\$3,278.39

Special Item Number (SIN)	Circadence Item No.	Item Name	Description	GSA Price <b>for Maint. Agreement for MVO Solutions (Inclusive of GSA Discount and 0.75% IFF)(Annual Charge)*</b>
132-12, Maint., Repair Svc. & Repair Parts/Spare Parts	MTN-H-05-HW	Maintenance for Item MVO-H-05-HW (annual agreement)	Maintenance for Item MVO-H-05-HW (up to 5 connections) (annual agreement)	\$222.67
132-12, Maint., Repair Svc. & Repair Parts/Spare Parts	MTN-H-10-HW	Maintenance for Item MVO-H-10-HW (annual agreement)	Maintenance for Item MVO-H-10-HW (up to 10 connections) (annual agreement)	\$341.88
132-12, Maint., Repair Svc. & Repair Parts/Spare Parts	MTN-H-25-HW	Maintenance for Item MVO-H-25-HW (annual agreement)	Maintenance for Item MVO-H-25-HW (up to 25 connections) (annual agreement)	\$655.68

Special Item Number (SIN)	Circadence Item No.	Item Name	Description	GSA Price <b>(Inclusive of GSA Discount and 0.75% IFF)</b>
132-8, Purchase of Equipment	MVO-H-50-HW	MVO Site to Site Appliance – Up to 50 Connections	MVO Site to Site Appliance – Up to 50 Connections	\$5,477.68
132-8, Purchase of Equipment	MVO-H-100-HW	MVO Site to Site Appliance – Up to 100 Connections	MVO Site to Site Appliance – Up to 100 Connections	\$9,314.46
132-8, Purchase of Equipment	MVO-H-250-HW	MVO Site to Site Appliance – Up to 250 Connections	MVO Site to Site Appliance – Up to 250 Connections	\$15,891.79
132-8, Purchase of Equipment	MVO-H-500-HW	MVO Site to Site Appliance – Up to 500 Connections	MVO Site to Site Appliance – Up to 500 Connections	\$27,059.55

Special Item Number (SIN)	Circadence Item No.	Item Name	Description	GSA Price <b>for Maint. Agreement for MVO Solutions (Inclusive of GSA Discount and 0.75% IFF)(Annual Charge)*</b>
132-12, Maint., Repair Svc. & Repair Parts/Spare Parts	MTN-H-50-HW	Maintenance for Item MVO-H-50-HW (annual agreement)	Maintenance for Item MVO-H-50-HW (up to 50 connections) (annual agreement)	\$1,095.54
132-12, Maint., Repair Svc. & Repair Parts/Spare Parts	MTN-H-100-HW	Maintenance for Item MVO-H-100-HW (annual agreement)	Maintenance for Item MVO-H-100-HW (up to 100 connections) (annual agreement)	\$1,862.89
132-12, Maint., Repair Svc. & Repair Parts/Spare Parts	MTN-H-250-HW	Maintenance for Item MVO-H-250-HW (annual agreement)	Maintenance for Item MVO-H-250-HW (up to 250 connections) (annual agreement)	\$3,178.36
132-12, Maint., Repair Svc. & Repair Parts/Spare Parts	MTN-H-500-HW	Maintenance for Item MVO-H-500-HW (annual agreement)	Maintenance for Item MVO-H-500-HW (up to 500 connections) (annual agreement)	\$5,411.91

Special Item Number (SIN)	Circadence Item No.	Item Name	Description	GSA Price <b>(Inclusive of GSA Discount and 0.75% IFF)</b>
132-8, Purchase of Equipment	MVO-H-1000-HW	MVO Site to Site Appliance – Up to 1000 Connections	MVO Site to Site Appliance – Up to 1000 Connections	\$37,853.90

Special Item Number (SIN)	Circadence Item No.	Item Name	Description	GSA Price <b>for Maint. Agreement for MVO Solutions (Inclusive of GSA Discount and 0.75% IFF)(Annual Charge)*</b>
132-12, Maint., Repair Svc. & Repair Parts/Spare Parts	MTN-H-1000-HW	Maintenance for Item MVO-H-1000-HW (annual agreement)	Maintenance for Item MVO-H-1000-HW (up to 1000 connections) (annual agreement)	\$7,570.78

**Quantity Discounts for MVO Items in SINs 132-8 and 132-12**

Additional 1% discount for any individual task order for these items that exceeds \$25,000.