



COLLIER



**General Services Administration-Federal Supply Service
Authorized Federal Supply Schedule Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: <http://www.fss.gsa.gov>

**GSA MAS - Category Code: F
Information Technology**

Contract # GS-35F-535BA

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

Contract Period: September 26, 2014 – September 25, 2024
(Pricelist current through Modification PS-0035, dated 4/20/20)

Vaske Computer, Inc. (dba Collier IT)

2310 West County Road D, Suite 100, St. Paul, MN 55112

Telephone: 651-366-6446 Fax: 651-366-6447

Website: www.collier-it.com

E-mail: smstefano@collier-it.com

Contract Administration POC: Shaun Stefano

Business Size: Service Disabled Veteran-Owned Small Business (SDVOSB)

FSS Price List Table of Contents

Customer Information..... Page 3

Terms and Conditions applicable:

Purchase of Equipment Maintenance (Special Item Number 811212)..... Page 9

Maintenance of Software as a Service (Special Item Number 54151) Page 17

Cloud Computing Services (Special Item Number 518210C) Page 21

Training Courses (Special Item, Number 611420) Page 43

IT Professional Services (Special Item Number 54151S) Page 45

Professional Services Labor Descriptions..... Page 48

GSA Price List..... Page 51

CUSTOMER INFORMATION:

1a. **Table of Awarded Special Item Numbers (SIN):**

SIN 811212	Equipment Maintenance
SIN 54151	Maintenance of Software as a Service
SIN 518210C	Cloud Computing Services
SIN 611420	Training Courses
SIN 54151S	Information Technology Professional Services
SIN OLM	Order-Level Materials (OLM's)

1b. **Lowest Price Item and Model:**

SIN 811212	Item #O86SOS - SUN/ORACLE X86 System Support = \$483.63/annually
SIN 54151	Item #9KS4SWS – HP9000 System Support – PA-RISC-CPU = \$4,836.27/annually
SIN 518210C	Item CCU: (Cloud Computing Unit) = \$86.65/unit
SIN 611420	Item ED Units: 1-499 unit Kit = \$81.61/unit
SIN 54151S	Item PS-CIT-SA-02: Administrator II = \$111.54/hour
SIN OLM	TBD as applicable/needed and approved by CO

1c. **Hourly Rates:** See GSA Price List starting on page 66 of this document.

2. **Maximum Order:**

SIN 811212; 54151; 518210C; 54151S:	\$500,000.00
SIN 611420:	\$250,000.00

3. **Minimum Order:** \$100.00 or 1 CCU

4. **Geographic Coverage (delivery area):**

SIN 811212: CONUS, 48 states including Washington D.C..

SIN 54151, 518210C, 611420, 54151S: CONUS, 48 states including Washington D.C., Alaska, Hawaii, Puerto Rico.

5. **Point(s) of Production (city, county, state):** St. Paul, Ramsey County, MN

6. **Discount From List Price or Statement of Net Price:**

Prices shown herein are NET Prices; Basic Discounts have been deducted.

7. **Quantity/Volume Discount:** Volume discount for 20+ servers at the same physical location = Additional 5% discount. (Applies to SIN's 811212 and 54151 only.)

8. **Prompt Payment Terms:** Net 30 days

9a. **Government Purchase Card Acceptance Below Micro-purchase Threshold:** Yes

9b. **Government Purchase Card Acceptance Above Micro-purchase Threshold:** Yes

10. **Foreign Items (list by country of origin):** None

11a.-d. **Time of Delivery:** 811212, 54151, 611420 and 54151S = 30 days ARO, or, as specified in the Task Order.
Expedited Delivery: 811212, 54151, 611420 and 54151S = Agreed-to by the Contractor/Ordering Activity.

12. **F.O.B. points(s):** FOB Destination.

13a. **Ordering Address(es):**

Vaske Computer, Inc., dba Collier IT
 2310 West County Road D, Suite 100
 St. Paul, MN 55112

13b. Ordering Procedures:

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

14. Payment Address(es):

Vaske Computer, Inc., dba Collier IT
 2310 West County Road D, Suite 100
 St. Paul, MN 55112

15. Warranty Provision:

**Vaske Computer Inc.
 Maintenance Agreement and Warranties**

HARDWARE SERVICES

1. Standard On-Site Maintenance Services:

- a. General: VASKE shall provide labor and parts (except supplies and expendable items, including but not limited to: print heads for dot matrix printers, toner cartridges, fuser assemblies, memory, font cartridges, paper tray and any other optional accessories for laser printers, RAID controller and system clock batteries) and will perform Services so as to maintain Client's Equipment (See attached Exhibit __) in good working order at the location(s) specified in this Agreement or as otherwise indicated in Exhibit __. This contract shall be in full force and effect upon inspection and acceptance, by a VASKE Hardware Engineer (CE) of the equipment per Exhibit __. This inspection must take place within 10 business days of contract execution. Any break fix repairs occurring in the time between the contract execution and the completed site inspection will be responded to in a best effort manner and billed in accordance with the VASKE Service Rates per Exhibit __. VASKE requires 30 days to evaluate current parts inventories and procure parts that may be required for any new or renewed contract. During this 30 day period it is possible that the time to repair could be extended due to parts procurement. This contract is not intended to provide coverage for complete system replacement in the event of total equipment failure, i.e. flood, power surge, lightning, accident, fire or any other destruction or damage outside of normal use and wear. Client understands and accepts that in the course of resolving a client repair ticket, a system replacement may be necessary and that the replacement, whether permanent or temporary, shall be capable of operating to the Client's minimal operational specifications and shall be at least comparable to the system replaced.
- b. Peripherals: VASKE will provide labor and parts and will perform Services so as to maintain Client's Equipment for the Peripherals that are listed in Exhibit __ as assigned to each individual system/server. Peripherals include but are not limited to: Network Interface Cards, Host Bus Adapters, Infiniband Adapters, Video Graphic/Frame Buffer Cards, and System/Network Cabling. For equipment not listed in Exhibit __, on-call service performed at Client's request shall be made on a time, materials, and transportation bases at VASKE prices in effect at the time such services are performed.
- c. Initial Response: After Client places a request for Services, a VASKE CE will contact the Client by e-mail or telephone within the pre-determined response time per Exhibit __ and, if necessary, arrange for a mutually satisfactory arrival time based upon the nature of the problem.
- d. Coverage: VASKE has standard office hours of 8:00 AM to 5:00 PM central time Monday through Friday and shall respond to request for Services to Equipment in a prompt and commercially reasonable manner. Initial response time from a CE as indicated per Exhibit __ is dependent upon the Principle Period of Maintenance (PPM). PPM shall be as indicated as follows (please initial for coverage selected):

- Next Day VASKE shall be available between the hours of 8:00 AM and 5:00 PM in the time zone where the covered equipment exists, Monday through Friday, and will take action to resolve client issues within one business day of request for Services as mutually agreed by Client and VASKE, exclusive of VASKE holidays.
- 5x9 VASKE shall be available between the hours of 8:00 AM and 5:00 PM in the time zone where the covered equipment exists, Monday through Friday, and will take action to resolve client issues, on the same business day as request for Services, at a time mutually agreed by Client and VASKE, exclusive of VASKE Holidays.
- 5x11 VASKE shall be available between the hours of 8:00 AM and 7:00 PM in the time zone where the covered equipment exists, Monday through Friday, on the same business day as request for Services, at a time mutually agreed by Client and VASKE, exclusive of VASKE holidays.

___7x24

VASKE shall be available between the hours of 8:00 AM to 8:00 AM (24 hour coverage), Monday through Monday, on the same day as request for Services, at a time mutually agreed by Client and VASKE, including VASKE holidays.

Extended service hours and priority response coverage, are available and may be subject to additional cost for services performed outside of the selected PPM. Rates for service provided outside of PPM are available to Client upon request.

- d. Preventative Maintenance: Preventative maintenance may be performed at no additional charge to Client if made during PPM for Equipment and as specified according to manufacturer service recommendations.
- e. Crash Dump Analysis (CDA): When an abnormal event occurs during system operation, many systems will perform a crash dump. Access to these dump files may be required to complete troubleshooting and determine repair procedures. Such data is to be made available to VASKE. A CDA can result in a recommendation for a hardware repair or replacement or can result in a recommendation for a non break-fix solution.

___ If indicated on Exhibit ___ and accepted with a corresponding check mark here, this Agreement includes a provision for consultation services to provide quick response CDA on the SOLARIS operating environment. This analysis will be performed and relayed to the client within a 72 hour period. This 72 hour period commences upon the successful receipt of the crash dump files and if applicable, additional diagnostic tool data such as the "sun explorer".

In the event that a CDA reveals a repair recommendation that is out of the scope of services provided for in Exhibit ___, the client affirms that regardless of the designation for expedited service, a diagnosis may result in a billable event.

2. Time and Materials Services:

- a. On-call service performed at Client's request, which is outside of designated PPM shall be on a time and transportation basis at VASKE prices in effect at the time such Services are performed. For equipment listed in Exhibit ___, there is no applicable charge made for parts.
- b. For equipment not listed in Exhibit ___, on-call service performed at Client's request shall be made on a time, materials, and transportation bases at VASKE prices in effect at the time such services are performed.
- c. For equipment not listed in Exhibit ___, CDA services are also available to the Client on a Time and Materials basis, offered at the rates as periodically published by VASKE on their Service Rates Schedule.
- d. VASKE shall be allowed to invoice Client for any on-site or after hour service call, at VASKE prices in effect at the time such Services are requested, if the CE demonstrates that the cause for request of Service is not related to any covered Equipment failure.

3. Maintenance Software and Hardware Documentation

Client agrees to maintain at the Equipment site where Services are to be performed and make available to VASKE CE's all maintenance documentation and diagnostic materials, related CD's, and other materials which are provided by the Original Equipment Manufacturer ("OEM") for the Equipment and which are normally made available for use by service personnel. Upon completion of our efforts, if the Equipment failure is determined to be originated in software or firmware, Client agrees that those services are provided outside of the scope of this Agreement. Further, Client authorizes VASKE to invoice Client, at VASKE published rates, for the efforts to research and discover the cause for failure. In addition, VASKE may bill for any specifically pre-approved efforts to rectify the failure, once discovered. Client assumes all responsibility for any required re-licensing or re-registration of software or hardware in conjunction with hardware servicing.

4. Authorization

Client hereby warrants that Client is authorized to enter into this Agreement by owner, or lessee or end-user of the Equipment specified in this Agreement. Client agrees to indemnify and hold VASKE harmless for any and all claims arising out of Client's misrepresentation of any acts of errors or omissions which relate to VASKE's performance of Services under this Agreement.

5. Parts and Systems

All system components that are replaced from VASKE inventory shall be on an exchange basis and such exchanged components become the property of VASKE. Parts provided by VASKE in performance of services may be new, used, or refurbished parts which are functionally equivalent, or better than the replaced parts. Parts may or may not be sourced from the Original Equipment Manufacturer (OEM) of the base component or system that is being repaired. VASKE may, from time to time, replace a client part with a VASKE part for expeditiousness with full intent to repair the client part and return/replace it at a later date. Therefore:

All full system swap performed by VASKE shall be on a temporary basis until such time that VASKE has either completed repairs on the original system or provides a permanent replacement thereof. If the Client wishes to retain the replacement system, rather

than wait for repair of their original system, Client agrees that VASKE shall be allowed to invoice Client for a reasonable replacement cost of that system.

6. Environment

Client or Client's end user shall, at no cost to VASKE, prepare and maintain the Equipment site in accordance with the operating environment specifications as established by the OEM of the Equipment. Client assumes full responsibility to back-up and/or otherwise protect their data against loss, damage or destruction before Services are performed. Client also agrees to permit prompt access to Equipment and/or software consistent with Client's standard security protocol and to provide reasonable assistance and facilities so as to expedite the performance of services.

7. Additional Charges

Services performed as a result of any of the following conditions shall be subject to additional charges for labor, transportation, materials and parts: alterations to Equipment outside of OEM specifications or not authorized by VASKE in writing; expendable supply items; damage resulting from improper use; in-transit damage; accident; neglect; power surges or power failure, electrical storms, power outages or fluctuations of any kind; improper operating environment or use of supplies or accessories which are not in conformance with OEM published specifications; site surveys; no-trouble found service calls, maintainability inspections; faulty cable or peripherals; any other events other than normal wear.

8. Exclusive Warranty and Remedy

VASKE's exclusive and sole warranty is that Services will be performed in a workmanlike fashion and all parts provided by VASKE shall be free of defects. If VASKE breaches this warranty, VASKE's sole obligation and Client's exclusive remedy shall be to have VASKE make all necessary adjustments to, repairs of, or replacement of parts which are defective at the time of installation. There are no other express or implied warranties concerning any service parts, supplies or expendable items provided hereunder. VASKE does not guarantee that the operation of the Equipment will be uninterrupted or error free. VASKE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE REMEDY OF CLIENT FOR BREACH OF WARRANTY.

9. Limitation of Warranty

IN NO EVENT SHALL VASKE BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ALL INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, DAMAGE OR DESTRUCTION OF DATA EVEN IF VASKE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

10. Initial Term

This Agreement is effective on the first date originally specified and shall be effective through the originally specified expiration date. Upon expiration of the initial term, this Agreement shall be automatically renewed and extended for a like term, but in no event shall the automatically renewed and extended term exceed one year. The Client or VASKE may cancel this Agreement prior to any automatic renewal and extension provided that they have given a thirty (30) day written notice to terminate.

___ Government or Public-Sector clients where laws and procedures prevent authorization of automatic renewals, check here for VASKE acceptance and understanding of this limitation.

11. Response

VASKE shall have a CE arrive on-site during PPM hours within the limits specified on Exhibit ___, or as otherwise scheduled by the Client. Client understands that due to the unpredictable nature of repair events, a repair may require multiple CE visits.

12. Payment of Maintenance Services

Unless otherwise designated, Client's payment for Services is due and payable on or before the first day of the month for which Service is to be provided. Invoices not paid within ten (10) days of due date are subject to a finance charge equal to the greater of 1.50% per month or \$50.00, but in no event to exceed an amount as may be allowed by law. VASKE reserves the right to suspend Service for any Client which has any balance owed to VASKE aged thirty (30) days or more.

13. Exhibit Modification

Unless otherwise agreed in writing by VASKE and the Client, the Client may not remove any equipment for the purpose of invoice modification during the first 12 months of this Agreement. After the first 12 months, equipment removal is authorized by the Client with a prior 30 day written notice. Addition of any equipment is effective upon inspection and acceptance of a VASKE CE and with the Client providing VASKE with a Purchase Order or other authorization for such modification.

14. Entire Agreement

This Agreement shall be construed in accordance with the laws of the State of Minnesota. This Agreement constitutes the entire agreement between VASKE and Client and may only be modified in writing by VASKE and Client and is effective upon acknowledgement by VASKE and Client.

If any part of this Agreement is found to be or declared to be unenforceable, that portion of the Agreement shall be removed and all other terms and conditions shall remain in full force and effect.

SOFTWARE SERVICES

1. Intent of Services

Vaske will provide software support services disclosed herein as may be ordered by the Client. Software Services shall commence on the first date originally specified in the Statement of Work (SOW) and shall be effective through the originally specified expiration date as stated in the SOW.

2. Content of Services

Account Management Support ("AMS") service is subject to the following terms and conditions:

- a. Telephone and On-Site Assistance: Client may request assistance with software problem(s) through telephone or pager. Response is available on a 7x24 basis.
- b. Remote Dial-in Support: With Client authorization and assistance, remote diagnostic procedures may be implemented by Beechglen, all done in a timely fashion.
- c. Software Update Installation Assistance: Beechglen will assist with performing software update installation and will be performed at the Client's convenience on a 7x24 basis, provided that the Client has received the update media directly from Hewlett-Packard under a current or past Software Materials Subscription Agreement.
- d. Monthly Capacity Management Reports: On a monthly basis, with date to be fixed based upon mutual consent of the Client and Beechglen, the Equipment will be accessed via modem to retrieve capacity, reliability and security data that is collected on an ongoing basis.
- e. Quarterly Reviews: Every three months, if requested, a review of problem solving and other support activities will be scheduled to review Equipment support and plan for any future strategies.

3. Excluded Services

Any services not specifically included in this Agreement are excluded. Excluded services include, but are not limited to: tactical planning, design, programming and implementation.

4. Miscellaneous

- a. Neither Client nor PSM may assign the rights, duties or obligations herein without the prior written consent of the other party. Assignment is subject to FAR 52.232-23 "Assignment of Claims" (May, 2014) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sept. 2013).
- b. United States Federal Law shall govern the Software Support portion of this Agreement.
- c. Written notices required herein shall be sent to the designated Client representative.

5. Severability Waiver

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the remainder of the Agreement, but such term or provision shall be deemed to be modified to the extent necessary in the court's opinion to render such term or provision as enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth. The waiver of any right or election remedy in one instance shall not affect any rights or remedies in any other instance. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties.

6. Entire Agreement

This Agreement represents the entire agreement between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon either party hereto unless set forth in writing and signed by an authorized representative of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20__.

CLIENT

By: _____

Its: _____

Vaske Computer Inc

By: _____

Its: _____

- 16. **Export Packaging Charges (if applicable):** Not Applicable.
- 17. **Terms and Conditions of Government Purchase Card Acceptance:**
The Government Purchase Card is accepted by the contractor for purchases of any size. (No additional discounts offered on orders placed using credit card.)
- 18. **Terms and conditions of rental, maintenance, and repair (if applicable):**
Not Applicable
- 19. **Terms and conditions of installation, (if applicable):** Not Applicable.
- 20. **Terms and conditions of repair parts (if applicable):** Not Applicable
- 20a. **Terms and conditions for any other services (if applicable):** Not Applicable
- 21. **List of service and distribution points (if applicable):** Not Applicable
- 22. **List of participating dealers (if applicable):** Not Applicable
- 23. **Preventive maintenance (if applicable):** Not Applicable
- 24a. **Special Environmental Attributes:** None
- 24b. **Section 508 Compliance:** www.collier-it.com
- 25. **DUNS Number:** 943493572
- 26. **System for Award Management (SAM) Completed:** Yes

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIP, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED
SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) (Special Item Number 811212)**

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within CONUS, 48 states including Washington D.C., (Does NOT include coverage to Alaska, Hawaii, Puerto Rico and US Territories.). 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. If the service is outside the Contractor's service locations, it will be considered outside the scope of the contract.

b. When repair services cannot be performed at the ordering activity installation site, terms would be negotiated at the Task Order level and generally the repair services will be performed at the Contractor's plant(s) listed below:

Vaske Computer, Inc.
2310 West County Road D, Suite 100
St. Paul, MN 55113

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 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. None

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: Volume discount offered for 20+ servers at the same physical location = Additional 5% discount.

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 (REMOTE)

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

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

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

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

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

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

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

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates

listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

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

REPAIR SERVICE RATES:

(Note – All Vaske Repair Service Rates are performed by Hardware Engineer, PS-HE.)

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
ON-SITE	\$239.60	\$239.60	\$239.60	\$239.60
REMOTE SUPPORT	\$239.60	\$239.60	\$239.60	\$239.60
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	N/A			

*MINIMUM CHARGES INCLUDE One (1) FULL HOURS ON THE JOB.

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

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

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

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 at no additional charge. In the event the term of the contract is greater than 12 months, Vaske will warrant the repair for the full term of the contract and any extensions, if applicable.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 12 months at no additional charge. In the event the term of the contract is greater than 12 months, Vaske will warrant the repair/spare parts for the full term of the contract and any extensions, if applicable.

Vaske Computer Inc.
Maintenance Agreement and Warranties
HARDWARE SERVICES

1. Standard On-Site Maintenance Services:

- a. General: VASKE shall provide labor and parts (except supplies and expendable items, including but not limited to: print heads for dot matrix printers, toner cartridges, fuser assemblies, memory, font cartridges, paper tray and any other optional accessories for laser printers, RAID controller and system clock batteries) and will perform Services so as to maintain Client's Equipment (See attached Exhibit __) in good working order at the location(s) specified in this Agreement or as otherwise indicated in Exhibit __. This contract shall be in full force and effect upon inspection and acceptance, by a VASKE Hardware Engineer (CE) of the equipment per Exhibit __. This inspection must take place within 10 business days of contract execution. Any break fix repairs occurring in the time between the contract execution and the completed site inspection will be responded to in a best effort manner and billed in accordance with the VASKE Service Rates per Exhibit __. VASKE requires 30 days to evaluate current parts inventories and procure parts that may be required for any new or renewed

contract. During this 30 day period it is possible that the time to repair could be extended due to parts procurement. This contract is not intended to provide coverage for complete system replacement in the event of total equipment failure, i.e. flood, power surge, lightning, accident, fire or any other destruction or damage outside of normal use and wear. Client understands and accepts that in the course of resolving a client repair ticket, a system replacement may be necessary and that the replacement, whether permanent or temporary, shall be capable of operating to the Client's minimal operational specifications and shall be at least comparable to the system replaced.

- b. Peripherals: VASKE will provide labor and parts and will perform Services so as to maintain Client's Equipment for the Peripherals that are listed in Exhibit __ as assigned to each individual system/server. Peripherals include but are not limited to: Network Interface Cards, Host Bus Adapters, Infiniband Adapters, Video Graphic/Frame Buffer Cards, and System/Network Cabling. For equipment not listed in Exhibit __, on-call service performed at Client's request shall be made on a time, materials, and transportation bases at VASKE prices in effect at the time such services are performed.
- c. Initial Response: After Client places a request for Services, a VASKE CE will contact the Client by e-mail or telephone within the pre-determined response time per Exhibit __ and, if necessary, arrange for a mutually satisfactory arrival time based upon the nature of the problem.
- d. Coverage: VASKE has standard office hours of 8:00 AM to 5:00 PM central time Monday through Friday and shall respond to request for Services to Equipment in a prompt and commercially reasonable manner. Initial response time from a CE as indicated per Exhibit __ is dependent upon the Principle Period of Maintenance (PPM). PPM shall be as indicated as follows (please initial for coverage selected):

- Next Day VASKE shall be available between the hours of 8:00 AM and 5:00 PM in the time zone where the covered equipment exists, Monday through Friday, and will take action to resolve client issues within one business day of request for Services as mutually agreed by Client and VASKE, exclusive of VASKE holidays.
- 5x9 VASKE shall be available between the hours of 8:00 AM and 5:00 PM in the time zone where the covered equipment exists, Monday through Friday, and will take action to resolve client issues, on the same business day as request for Services, at a time mutually agreed by Client and VASKE, exclusive of VASKE Holidays.
- 5x11 VASKE shall be available between the hours of 8:00 AM and 7:00 PM in the time zone where the covered equipment exists, Monday through Friday, on the same business day as request for Services, at a time mutually agreed by Client and VASKE, exclusive of VASKE holidays.
- 7x24 VASKE shall be available between the hours of 8:00 AM to 8:00 AM (24 hour coverage), Monday through Monday, on the same day as request for Services, at a time mutually agreed by Client and VASKE, including VASKE holidays.

Extended service hours and priority response coverage, are available and may be subject to additional cost for services performed outside of the selected PPM. Rates for service provided outside of PPM are available to Client upon request.

- d. Preventative Maintenance: Preventative maintenance may be performed at no additional charge to Client if made during PPM for Equipment and as specified according to manufacturer service recommendations.
- e. Crash Dump Analysis (CDA): When an abnormal event occurs during system operation, many systems will perform a crash dump. Access to these dump files may be required to complete troubleshooting and determine repair procedures. Such data is to be made available to VASKE. A CDA can result in a recommendation for a hardware repair or replacement or can result in a recommendation for a non break-fix solution.

- If indicated on Exhibit __ and accepted with a corresponding check mark here, this Agreement includes a provision for consultation services to provide quick response CDA on the SOLARIS operating environment. This analysis will be performed and relayed to the client within a 72 hour period. This 72 hour period commences upon the successful receipt of the crash dump files and if applicable, additional diagnostic tool data such as the "sun explorer".

In the event that a CDA reveals a repair recommendation that is out of the scope of services provided for in Exhibit __, the client affirms that regardless of the designation for expedited service, a diagnosis may result in a billable event.

2. Time and Materials Services:

- a. On-call service performed at Client's request, which is outside of designated PPM shall be on a time and transportation basis at VASKE prices in effect at the time such Services are performed. For equipment listed in Exhibit ___, there is no applicable charge made for parts.
- b. For equipment not listed in Exhibit ___, on-call service performed at Client's request shall be made on a time, materials, and transportation bases at VASKE prices in effect at the time such services are performed.
- c. For equipment not listed in Exhibit ___, CDA services are also available to the Client on a Time and Materials basis, offered at the rates as periodically published by VASKE on their Service Rates Schedule.
- d. VASKE shall be allowed to invoice Client for any on-site or after hour service call, at VASKE prices in effect at the time such Services are requested, if the CE demonstrates that the cause for request of Service is not related to any covered Equipment failure.

3. Maintenance Software and Hardware Documentation

Client agrees to maintain at the Equipment site where Services are to be performed and make available to VASKE CE's all maintenance documentation and diagnostic materials, related CD's, and other materials which are provided by the Original Equipment Manufacturer ("OEM") for the Equipment and which are normally made available for use by service personnel. Upon completion of our efforts, if the Equipment failure is determined to be originated in software or firmware, Client agrees that those services are provided outside of the scope of this Agreement. Further, Client authorizes VASKE to invoice Client, at VASKE published rates, for the efforts to research and discover the cause for failure. In addition, VASKE may bill for any specifically pre-approved efforts to rectify the failure, once discovered. Client assumes all responsibility for any required re-licensing or re-registration of software or hardware in conjunction with hardware servicing.

4. Authorization

Client hereby warrants that Client is authorized to enter into this Agreement by owner, or lessee or end-user of the Equipment specified in this Agreement. Client agrees to indemnify and hold VASKE harmless for any and all claims arising out of Client's misrepresentation of any acts of errors or omissions which relate to VASKE's performance of Services under this Agreement.

5. Parts and Systems

All system components that are replaced from VASKE inventory shall be on an exchange basis and such exchanged components become the property of VASKE. Parts provided by VASKE in performance of services may be new, used, or refurbished parts which are functionally equivalent, or better than the replaced parts. Parts may or may not be sourced from the Original Equipment Manufacturer (OEM) of the base component or system that is being repaired. VASKE may, from time to time, replace a client part with a VASKE part for expeditiousness with full intent to repair the client part and return/replace it at a later date. Therefore:

All full system swap performed by VASKE shall be on a temporary basis until such time that VASKE has either completed repairs on the original system or provides a permanent replacement thereof. If the Client wishes to retain the replacement system, rather than wait for repair of their original system, Client agrees that VASKE shall be allowed to invoice Client for a reasonable replacement cost of that system.

6. Environment

Client or Client's end user shall, at no cost to VASKE, prepare and maintain the Equipment site in accordance with the operating environment specifications as established by the OEM of the Equipment. Client assumes full responsibility to back-up and/or otherwise protect their data against loss, damage or destruction before Services are performed. Client also agrees to permit prompt access to Equipment and/or software consistent with Client's standard security protocol and to provide reasonable assistance and facilities so as to expedite the performance of services.

7. Additional Charges

Services performed as a result of any of the following conditions shall be subject to additional charges for labor, transportation, materials and parts: alterations to Equipment outside of OEM specifications or not authorized by VASKE in writing; expendable supply items; damage resulting from improper use; in-transit damage; accident; neglect; power surges or power failure, electrical storms, power outages or fluctuations of any kind; improper operating environment or use of supplies or accessories which are not in conformance with OEM published specifications; site surveys; no-trouble found service calls, maintainability inspections; faulty cable or peripherals; any other events other than normal wear.

8. Exclusive Warranty and Remedy

VASKE's exclusive and sole warranty is that Services will be performed in a workmanlike fashion and all parts provided by VASKE shall be free of defects. If VASKE breaches this warranty, VASKE's sole obligation and Client's exclusive remedy shall be to have VASKE make all necessary adjustments to, repairs of, or replacement of parts which are defective at the time of installation. There are no other express or implied warranties concerning any service parts, supplies or expendable items provided hereunder. VASKE does not guarantee that the operation of the Equipment will be uninterrupted or error free. VASKE DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE REMEDY OF CLIENT FOR BREACH OF WARRANTY.

9. Limitation of Warranty

IN NO EVENT SHALL VASKE BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ALL INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, DAMAGE OR DESTRUCTION OF DATA EVEN IF VASKE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

10. Initial Term

This Agreement is effective on the first date originally specified and shall be effective through the originally specified expiration date. Upon expiration of the initial term, this Agreement shall be automatically renewed and extended for a like term, but in no event shall the automatically renewed and extended term exceed one year. The Client or VASKE may cancel this Agreement prior to any automatic renewal and extension provided that they have given a thirty (30) day written notice to terminate.

___ Government or Public-Sector clients where laws and procedures prevent authorization of automatic renewals, check here for VASKE acceptance and understanding of this limitation.

11. Response

VASKE shall have a CE arrive on-site during PPM hours within the limits specified on Exhibit __, or as otherwise scheduled by the Client. Client understands that due to the unpredictable nature of repair events, a repair may require multiple CE visits.

12. Payment of Maintenance Services

Unless otherwise designated, Client's payment for Services is due and payable on or before the first day of the month for which Service is to be provided. Invoices not paid within ten (10) days of due date are subject to a finance charge equal to the greater of 1.50% per month or \$50.00, but in no event to exceed an amount as may be allowed by law. VASKE reserves the right to suspend Service for any Client which has any balance owed to VASKE aged thirty (30) days or more.

13. Exhibit Modification

Unless otherwise agreed in writing by VASKE and the Client, the Client may not remove any equipment for the purpose of invoice modification during the first 12 months of this Agreement. After the first 12 months, equipment removal is authorized by the Client with a prior 30 day written notice. Addition of any equipment is effective upon inspection and acceptance of a VASKE CE and with the Client providing VASKE with a Purchase Order or other authorization for such modification.

14. Entire Agreement

This Agreement shall be construed in accordance with the laws of the State of Minnesota. This Agreement constitutes the entire agreement between VASKE and Client and may only be modified in writing by VASKE and Client and is effective upon acknowledgement by VASKE and Client.

If any part of this Agreement is found to be or declared to be unenforceable, that portion of the Agreement shall be removed and all other terms and conditions shall remain in full force and effect.

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 APPLICABLE TO MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 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. 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.

**Vaske Computer Inc.
Maintenance Agreement and Warranties**

SOFTWARE SERVICES

1. Intent of Services

Vaske will provide software support services disclosed herein as may be ordered by the Client. Software Services shall commence on the first date originally specified in the Statement of Work (SOW) and shall be effective through the originally specified expiration date as stated in the SOW.

2. Content of Services

Account Management Support ("AMS") service is subject to the following terms and conditions:

- a. Telephone and On-Site Assistance: Client may request assistance with software problem(s) through telephone or pager. Response is available on a 7x24 basis.
- b. Remote Dial-in Support: With Client authorization and assistance, remote diagnostic procedures may be implemented by Beechglen, all done in a timely fashion.
- c. Software Update Installation Assistance: Beechglen will assist with performing software update installation and will be performed at the Client's convenience on a 7x24 basis, provided that the Client has received the update media directly from Hewlett-Packard under a current or past Software Materials Subscription Agreement.
- d. Monthly Capacity Management Reports: On a monthly basis, with date to be fixed based upon mutual consent of the Client and Beechglen, the Equipment will be accessed via modem to retrieve capacity, reliability and security data that is collected on an ongoing basis.
- e. Quarterly Reviews: Every three months, if requested, a review of problem solving and other support activities will be scheduled to review Equipment support and plan for any future strategies.

3. Excluded Services

Any services not specifically included in this Agreement are excluded. Excluded services include, but are not limited to: tactical planning, design, programming and implementation.

4. Miscellaneous

- a. Neither Client nor PSM may assign the rights, duties or obligations herein without the prior written consent of the other party. Assignment is subject to FAR 52.232-23 "Assignment of Claims" (May. 2014) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sept. 2013).
- b. United States Federal Law shall govern the Software Support portion of this Agreement.
- c. Written notices required herein shall be sent to the designated Client representative.

5. **Severability Waiver**

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the remainder of the Agreement, but such term or provision shall be deemed to be modified to the extent necessary in the court's opinion to render such term or provision as enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth. The waiver of any right or election remedy in one instance shall not affect any rights or remedies in any other instance. A wavier shall be effective only if made in writing and signed by an authorized representative of both parties.

6. **Entire Agreement**

This Agreement represents the entire agreement between the parties hereto with respect to the matters covered herein. No variations, modifications or changes herein or hereof shall be binding upon either party hereto unless set forth in writing and signed by an authorized representative of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20__.

CLIENT

By: _____

Its: _____

Vaske Computer Inc

By: _____

Its: _____

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 **(866)-314-0019** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available as defined in the Task Award.

5. SOFTWARE MAINTENANCE

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

Software Maintenance as a Service (SIN 54151)

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

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

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

6. PERIODS OF TERM 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 maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the 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 the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to N/A % 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 0 * 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 I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS (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 511210) Not Applicable

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 (511210), 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 (511210), 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 - Not Applicable

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF CLOUD COMPUTING SERVICES
(SPECIAL ITEM NUMBER 518210C)**

1 Scope

The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT MAS SINs (e.g. 54151S).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories. See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories ¹
<ul style="list-style-type: none"> Commercially available cloud computing services 	<p>1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.</p>
<ul style="list-style-type: none"> Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics 	<p>2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.</p>
<ul style="list-style-type: none"> Open to all deployment models (private, public, community or hybrid), vendors specify deployment models 	<p>3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</p>

VASKE TECHNICAL PROPOSAL: Cloud Computing Services

Proposed Cloud Service Name: *Vaske Cloud Infrastructure*

NIST Cloud Characteristic Compliance (for *Vaske Cloud Infrastructure*)

- On-demand Self-service

Customers access the underlying physical resources of our Cloud via a self-service application. The self-service UI provides graphical tools and straightforward point-and-click operations to configure, modify, decommission, and clone cloud resources with speed and agility. All functions within the virtual data center can be managed without intervention from Vaske personnel.

- Broad Network Access

The Self-Service application interface is an innovative, web-based console for creating, managing, and monitoring resources on our Cloud platform. With our web-based console, Cloud is available over the network and can access through standard mechanisms that promote use by heterogeneous thin or thick clients with a web-browser (e.g., mobile phones, tablets, laptops, and workstations). Its intuitive interface enables customers to configure, modify, decommission, and even clone resources through drop-down menus and simple point-and-click operations.

- Resource Pooling (data center info)

Vaske Cloud provisions infrastructure services abstracted from underlying virtualized resource pools. These services are on-demand, scalable, usage-billed, and fully-managed. Resources can be self-provisioned, automatically, in real-time, to accommodate performance and capacity demands, ensuring infrastructure is right-sized to match business needs.

We are able to specify location at a higher level of abstraction (e.g., country, state, or datacenter) for resources such as storage, processing, memory, and network bandwidth.

- Rapid Elasticity

Vaske Cloud provides public and private cloud solutions to deliver elastic resources to, in some cases automatically, dynamically grow and contract as business needs change. When high demand creates resource contention or leads to unexpected costs, our Cloud's Resource Instrumentation suite addresses these issues by enabling customers to efficiently manage VM usage at a very granular level, ensuring higher priority users and applications have access to critical resources.

Server environment limits enable customers to dictate top-end CPU and memory usage for a set of VMs. VM priority and server environment shares enable customers to specify that a VM or set of VMs should receive a given relative level of priority when under contention. To the consumer, capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time with our Cloud.

- Measured Service

Our Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service. Virtualization allows users to make better use of physical resources by allocating them to multiple virtual machines at the same time. When VMs are busy at different times (day versus night, weekday versus weekends, etc.) this arrangement works out very well and there is no contention for the finite group of resources. Our resource Instrumentation suite allows the customer a very simple method of assigning different limits to each environment and then specifying the importance of each VM within the environment.

Service Model(s) (for *Vaske Cloud Infrastructure*)

Software as a Service (SaaS): Our SaaS provides the consumer to use applications running on our Cloud. The applications can be accessible from various client devices through either a thin client interface, such as a web browser or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Platform as a Service (PaaS): Our PaaS meets the needs of developers, IT professionals, and business users to deploy consumer-related or acquired applications created using programming languages, libraries, services, and tools supported by our cloud services. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

Infrastructure as a Service (IaaS): Our Cloud Services provide a comprehensive Infrastructure-as-a-Service (IaaS) platform designed to support the ability to deploy and run arbitrary software including operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications and possibly limited control of select networking components (e.g., host firewalls).

Deployment Model(s) (for *Vaske Cloud Infrastructure*)

Vaske offers public, private, and hybrid cloud environments. The overall infrastructure and resource pools such as CPU, memory, and storage are shared among the environments that exist on the platform using VMware's vSphere virtualization technology. However, each individual customer environment is private with dedicated IPs, networks, and isolated data partitions. In addition, virtual services on the Our Cloud platform can be easily integrated with physical server environments should it be required. All customer environments that reside on the Our Cloud platform are private and secure. Vaske can also build a completely dedicated private cloud environment to meet stringent security and/or regulatory requirements which exists on the premise of the cloud provider.

Proposed Cloud Service Name: *Vaske Managed Office 365 Productivity Suite*

Our Managed Office 365 Productivity Suite, powered by Microsoft, combines the benefits of increased mobility, enhanced productivity capabilities, and real-time collaboration that come with Microsoft Office 365 with rapid, dedicated support and efficient onboarding services to help simplify your move to the Cloud and to seamlessly manage your IT implementation.

NIST Cloud Characteristic Compliance (for *Vaske Managed Office 365 Productivity Suite*)

On-demand Self-service

Customers access the underlying physical resources of our Cloud via a self-service application. The self-service UI provides graphical tools and straightforward point-and-click operations to configure, modify, decommission, and clone cloud resources with speed and agility. All functions within the virtual data center can be managed without intervention from Vaske personnel.

- **Broad Network Access**

The Self-Service application interface is an innovative, web-based console for creating, managing, and monitoring resources on our Cloud platform. With our web-based console, Cloud is available over the network and can access through standard mechanisms that promote use by heterogeneous thin or thick clients with a web-browser (e.g., mobile phones, tablets, laptops, and workstations). Its intuitive interface enables customers to configure, modify, decommission, and even clone resources through drop-down menus and simple point-and-click operations.

- **Resource Pooling (data center info)**

Vaske Cloud provisions infrastructure services abstracted from underlying virtualized resource pools. These services are on-demand, scalable, usage-billed, and fully-managed. Resources can be self-provisioned, automatically, in real-time, to accommodate performance and capacity demands, ensuring infrastructure is right-sized to match business needs.

We are able to specify location at a higher level of abstraction (e.g., country, state, or datacenter) for resources such as storage, processing, memory, and network bandwidth.

- **Rapid Elasticity**

Vaske Cloud provides public and private cloud solutions to deliver elastic resources to, in some cases automatically, dynamically grow and contract as business needs change. When high demand creates resource contention or leads to unexpected costs, our Cloud's Resource Instrumentation suite addresses these issues by enabling customers to efficiently manage VM usage at a very granular level, ensuring higher priority users and applications have access to critical resources.

Server environment limits enable customers to dictate top-end CPU and memory usage for a set of VMs. VM priority and server environment shares enable customers to specify that a VM or set of VMs should receive a given relative level of priority when under contention. To the consumer, capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time with our Cloud.

- **Measured Service**

Our Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service. Virtualization allows users to make better use of physical resources by allocating them to multiple virtual machines at the same time. When VMs are busy at different times (day versus night, weekday versus weekends, etc.) this arrangement works out very well and there is no contention for the finite group of resources. Our resource Instrumentation suite allows the customer a very simple method of assigning different limits to each environment and then specifying the importance of each VM within the environment.

Service Model(s) (for *Vaske Managed Office 365 Productivity Suite*)

Software as a Service (SaaS): Our SaaS provides the consumer to use applications running on our Cloud. The applications can be accessible from various client devices through either a thin client interface, such as a web browser or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Deployment Model(s) (for *Vaske Managed Office 365 Productivity Suite*)

Vaske offers public, private, and hybrid cloud environments. The overall infrastructure and resource pools such as CPU, memory, and storage are shared among the environments that exist on the platform using VMware's vSphere virtualization technology. However, each individual customer environment is private with dedicated IPs, networks, and isolated data partitions. In addition, virtual services on the Our Cloud platform can be easily integrated with physical server environments should it be required. All customer environments that reside on the Our Cloud platform are private and secure. Vaske can also build a completely dedicated private cloud environment to meet stringent security and/or regulatory requirements which exists on the premise of the cloud provider.

Proposed Cloud Service Name: *Vaske Managed Oracle Suite*

As Oracle® Platinum Partners, Vaske Managed Application Services (MAS) provide reliable, secure hosting and management for Oracle's entire application portfolio, including *Oracle® E-Business Suite, PeopleSoft, Oracle® Business Intelligence Foundation Suite, Demantra, Agile, Hyperion and Siebel*. Our application experts have helped diverse organizations get more from their Oracle investments, for a predictable monthly operating cost.

With its roots in tailored services, our team of Oracle functional and technical experts can provision, update, optimize and transform Oracle applications into customized solutions targeting your unique business, industry and regulatory requirements. Additionally, through on-site or remote application monitoring and management, we can provide multiple deployment and hosting options to deliver enterprise-class performance.

Managed Oracle Suite provides management of all elements of the Service Delivery Infrastructure, including networks, databases, servers, operating systems and interfaces to complementary applications. Organizations can save time, money and manpower by allowing us to handle resource-intensive IT processes, including:

- Application installation
- Daily Management
- Software Updates
- Patching and Fixing
- Enterprise Roll-out

NIST Cloud Characteristic Compliance (for *Vaske Managed Oracle Suite*)**On-demand Self-service**

Customers access the underlying physical resources of our Cloud via a self-service application. The self-service UI provides graphical tools and straightforward point-and-click operations to configure, modify, decommission, and clone cloud resources with speed and agility. All functions within the virtual data center can be managed without intervention from Vaske personnel.

• **Broad Network Access**

The Self-Service application interface is an innovative, web-based console for creating, managing, and monitoring resources on our Cloud platform. With our web-based console, Cloud is available over the network and can access through standard mechanisms that promote use by heterogeneous thin or thick clients with a web-browser (e.g., mobile phones, tablets, laptops, and workstations). Its intuitive interface enables customers to configure, modify, decommission, and even clone resources through drop-down menus and simple point-and-click operations.

• **Resource Pooling (data center info)**

Vaske Cloud provisions infrastructure services abstracted from underlying virtualized resource pools. These services are on-demand, scalable, usage-billed, and fully-managed. Resources can be self-provisioned, automatically, in real-time, to accommodate performance and capacity demands, ensuring infrastructure is right-sized to match business needs. We are able to specify location at a higher level of abstraction (e.g., country, state, or datacenter) for resources such as storage, processing, memory, and network bandwidth.

• **Rapid Elasticity**

Vaske Cloud provides public and private cloud solutions to deliver elastic resources to, in some cases automatically, dynamically grow and contract as business needs change. When high demand creates resource contention or leads to unexpected costs, our Cloud's Resource Instrumentation suite addresses these issues by enabling customers to efficiently manage VM usage at a very granular level, ensuring higher priority users and applications have access to critical resources.

Server environment limits enable customers to dictate top-end CPU and memory usage for a set of VMs. VM priority and server environment shares enable customers to specify that a VM or set of VMs should receive a given relative level of priority when under contention. To the consumer, capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time with our Cloud.

- **Measured Service**

Our Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service. Virtualization allows users to make better use of physical resources by allocating them to multiple virtual machines at the same time. When VMs are busy at different times (day versus night, weekday versus weekends, etc.) this arrangement works out very well and there is no contention for the finite group of resources. Our resource Instrumentation suite allows the customer a very simple method of assigning different limits to each environment and then specifying the importance of each VM within the environment.

Service Model(s) (for *Vaske Managed Oracle Suite*)

Software as a Service (SaaS): Our SaaS provides the consumer to use applications running on our Cloud. The applications can be accessible from various client devices through either a thin client interface, such as a web browser or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Deployment Model(s) (for *Vaske Managed Oracle Suite*)

Vaske offers public, private, and hybrid cloud environments. The overall infrastructure and resource pools such as CPU, memory, and storage are shared among the environments that exist on the platform using VMware's vSphere virtualization technology. However, each individual customer environment is private with dedicated IPs, networks, and isolated data partitions. In addition, virtual services on the Our Cloud platform can be easily integrated with physical server environments should it be required. All customer environments that reside on the Our Cloud platform are private and secure. Vaske can also build a completely dedicated private cloud environment to meet stringent security and/or regulatory requirements which exists on the premise of the cloud provider.

Proposed Cloud Service Name: *Vaske Managed Microsoft Dynamics*

Vaske prefers NaviSite for Microsoft Dynamics. As a Microsoft Gold Certified Partner, NaviSite is home to a team of in-house experts who can deploy the entire Microsoft Dynamics suite or selected modules - all hosted in our state-of-the-art data centers or within remote customer facilities. NaviSite supports Microsoft Dynamics applications including:

- Microsoft Dynamics® AX
- Microsoft Dynamics® CRM
- Microsoft Dynamics® GP
- Microsoft Dynamics® NAV
- Microsoft Dynamics® SL

NaviSite's arsenal of Microsoft experts works to ensure faster time-to-value for new Dynamics implementations by leveraging NaviSite's reliable and secure cloud computing platform, NaviCloud®. To uphold the integrity of these essential resources, without increased burden on Internal IT, NaviSite executes application updates and enhancements, employs proactive monitoring, and provides full support for end-users; this can ultimately reduce overall application management, maintenance, and support costs while improving application availability to operate at peak levels of performance. Additionally, NaviSite can provide custom Microsoft Dynamics solutions for seamless integration in light of complex, dynamic business needs.

NIST Cloud Characteristic Compliance (for *Vaske Managed Microsoft Dynamics*)

On-demand Self-service

Customers access the underlying physical resources of our Cloud via a self-service application. The self-service UI provides graphical tools and straightforward point-and-click operations to configure, modify, decommission, and clone cloud resources with speed and agility. All functions within the virtual data center can be managed without intervention from Vaske personnel.

- **Broad Network Access**

The Self-Service application interface is an innovative, web-based console for creating, managing, and monitoring resources on our Cloud platform. With our web-based console, Cloud is available over the network and can access through standard mechanisms that promote use by heterogeneous thin or thick clients with a web-browser (e.g.,

mobile phones, tablets, laptops, and workstations). Its intuitive interface enables customers to configure, modify, decommission, and even clone resources through drop-down menus and simple point-and-click operations.

- Resource Pooling (data center info)

Vaske Cloud provisions infrastructure services abstracted from underlying virtualized resource pools. These services are on-demand, scalable, usage-billed, and fully-managed. Resources can be self-provisioned, automatically, in real-time, to accommodate performance and capacity demands, ensuring infrastructure is right-sized to match business needs.

We are able to specify location at a higher level of abstraction (e.g., country, state, or datacenter) for resources such as storage, processing, memory, and network bandwidth.

- Rapid Elasticity

Vaske Cloud provides public and private cloud solutions to deliver elastic resources to, in some cases automatically, dynamically grow and contract as business needs change. When high demand creates resource contention or leads to unexpected costs, our Cloud's Resource Instrumentation suite addresses these issues by enabling customers to efficiently manage VM usage at a very granular level, ensuring higher priority users and applications have access to critical resources.

Server environment limits enable customers to dictate top-end CPU and memory usage for a set of VMs. VM priority and server environment shares enable customers to specify that a VM or set of VMs should receive a given relative level of priority when under contention. To the consumer, capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time with our Cloud.

- Measured Service

Our Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service. Virtualization allows users to make better use of physical resources by allocating them to multiple virtual machines at the same time. When VMs are busy at different times (day versus night, weekday versus weekends, etc.) this arrangement works out very well and there is no contention for the finite group of resources. Our resource Instrumentation suite allows the customer a very simple method of assigning different limits to each environment and then specifying the importance of each VM within the environment.

Service Model(s) (for *Vaske Managed Microsoft Dynamics*)

Software as a Service (SaaS): Our SaaS provides the consumer to use applications running on our Cloud. The applications can be accessible from various client devices through either a thin client interface, such as a web browser or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Deployment Model(s) (for *Vaske Managed Microsoft Dynamics*)

Vaske offers public, private, and hybrid cloud environments. The overall infrastructure and resource pools such as CPU, memory, and storage are shared among the environments that exist on the platform using VMware's vSphere virtualization technology. However, each individual customer environment is private with dedicated IPs, networks, and isolated data partitions. In addition, virtual services on the Our Cloud platform can be easily integrated with physical server environments should it be required. All customer environments that reside on the Our Cloud platform are private and secure. Vaske can also build a completely dedicated private cloud environment to meet stringent security and/or regulatory requirements which exists on the premise of the cloud provider.

Proposed Cloud Service Name: *Vaske Desktop as a Service*

We subscribe to a Desktops' always-on, device-agnostic construction that allows users a completely customized and familiar Windows desktop experience from virtually any device, as well as a persistent desktop instance which maintains its status and integrity between each log-in, so users' desktop and application preferences are upheld. Our Desktops as a Service (DaaS) allows enterprises to more-efficiently address the tasks which have proven to be costly impediments to enterprise IT performance. Our Desktops can simplify human resource-intensive projects like compliance and security enforcement or new hire and contract resource provisioning by centralizing administration and management within a single streamlined portal. With our Cloud Desktops, enterprises can take steps necessary to safeguard technology and intellectual assets against compromise, without increased capital expenditure. For organizations operating under strict or complex compliance and regulatory standards, the security of sensitive data, and operational transparency in support of audits and governance, is paramount. Sensitive Data Services for DaaS provide customized delivery and support options on top of our flagship Desktop-as-a-Service virtualization solution to help address these unique requirements.

NIST Cloud Characteristic Compliance (for *Vaske Desktop as a Service*)

On-demand Self-service

Customers access the underlying physical resources of our Cloud via a self-service application. The self-service UI provides graphical tools and straightforward point-and-click operations to configure, modify, decommission, and clone cloud resources with speed and agility. All functions within the virtual data center can be managed without intervention from Vaske personnel.

- **Broad Network Access**

The Self-Service application interface is an innovative, web-based console for creating, managing, and monitoring resources on our Cloud platform. With our web-based console, Cloud is available over the network and can access through standard mechanisms that promote use by heterogeneous thin or thick clients with a web-browser (e.g., mobile phones, tablets, laptops, and workstations). Its intuitive interface enables customers to configure, modify, decommission, and even clone resources through drop-down menus and simple point-and-click operations.

- **Resource Pooling (data center info)**

Vaske Cloud provisions infrastructure services abstracted from underlying virtualized resource pools. These services are on-demand, scalable, usage-billed, and fully-managed. Resources can be self-provisioned, automatically, in real-time, to accommodate performance and capacity demands, ensuring infrastructure is right-sized to match business needs.

We are able to specify location at a higher level of abstraction (e.g., country, state, or datacenter) for resources such as storage, processing, memory, and network bandwidth.

- **Rapid Elasticity**

Vaske Cloud provides public and private cloud solutions to deliver elastic resources to, in some cases automatically, dynamically grow and contract as business needs change. When high demand creates resource contention or leads to unexpected costs, our Cloud's Resource Instrumentation suite addresses these issues by enabling customers to efficiently manage VM usage at a very granular level, ensuring higher priority users and applications have access to critical resources.

Server environment limits enable customers to dictate top-end CPU and memory usage for a set of VMs. VM priority and server environment shares enable customers to specify that a VM or set of VMs should receive a given relative level of priority when under contention. To the consumer, capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time with our Cloud.

- **Measured Service**

Our Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service. Virtualization allows users to make better use of physical resources by allocating them to multiple virtual machines at the same time. When VMs are busy at different times (day versus night, weekday versus weekends, etc.) this arrangement works out very well and there is no contention for the finite group of resources. Our resource Instrumentation suite allows the customer a very simple method of assigning different limits to each environment and then specifying the importance of each VM within the environment.

Service Model(s) (for *Vaske Desktop as a Service*)

Software as a Service (SaaS): Our SaaS provides the consumer to use applications running on our Cloud. The applications can be accessible from various client devices through either a thin client interface, such as a web browser or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Deployment Model(s) (for *Vaske Desktop as a Service*)

Vaske offers public, private, and hybrid cloud environments. The overall infrastructure and resource pools such as CPU, memory, and storage are shared among the environments that exist on the platform using VMware's vSphere virtualization technology. However, each individual customer environment is private with dedicated IPs, networks, and isolated data partitions. In addition, virtual services on the Our Cloud platform can be easily integrated with physical server environments should it be required. All customer environments that reside on the Our Cloud platform are private and secure. Vaske can also build a completely dedicated private cloud environment to meet stringent security and/or regulatory requirements which exists on the premise of the cloud provider.

Proposed Cloud Service Name: *Vaske Business Resiliency*

Flexible DR and Backup Solutions with Guaranteed Service Levels. Many of Vaske's services are designed for, or provide built-in, Business Continuity and Disaster Recovery (BCDR) functionality, backed by robust Service Level Agreements (SLAs), in support of overarching business resiliency plans. Our managed and cloud services can be

combined and configured to help support multiple Disaster Recovery (DR) Recovery Time and Recovery Point Objectives.

- **Hot Site DR** - Provides the fastest failover of your primary site to a live, near-duplicate backup site in a **FedRAMP** data center.
- **Warm Site DR** - Configured hardware is waiting to receive your software and latest data. Often supports near-term recoverability at a price between that of Hot Site DR and Cold Site DR.
- **Cold Site DR** - Data center space is reserved and waiting to receive your hardware and data. Often the slowest and least expensive option; ideal for when a quick recovery is not crucial.

Vaske Business Resiliency service offers Dependable Data Vaulting, Disk Backup Services, Tape Backup Services, and Database Backup Management.

NIST Cloud Characteristic Compliance (for *Vaske Business Resiliency*)

On-demand Self-service

Customers access the underlying physical resources of our Cloud via a self-service application. The self-service UI provides graphical tools and straightforward point-and-click operations to configure, modify, decommission, and clone cloud resources with speed and agility. All functions within the virtual data center can be managed without intervention from Vaske personnel.

- **Broad Network Access**

The Self-Service application interface is an innovative, web-based console for creating, managing, and monitoring resources on our Cloud platform. With our web-based console, Cloud is available over the network and can access through standard mechanisms that promote use by heterogeneous thin or thick clients with a web-browser (e.g., mobile phones, tablets, laptops, and workstations). Its intuitive interface enables customers to configure, modify, decommission, and even clone resources through drop-down menus and simple point-and-click operations.

- **Resource Pooling (data center info)**

Vaske Cloud provisions infrastructure services abstracted from underlying virtualized resource pools. These services are on-demand, scalable, usage-billed, and fully-managed. Resources can be self-provisioned, automatically, in real-time, to accommodate performance and capacity demands, ensuring infrastructure is right-sized to match business needs.

We are able to specify location at a higher level of abstraction (e.g., country, state, or datacenter) for resources such as storage, processing, memory, and network bandwidth.

- **Rapid Elasticity**

Vaske Cloud provides public and private cloud solutions to deliver elastic resources to, in some cases automatically, dynamically grow and contract as business needs change. When high demand creates resource contention or leads to unexpected costs, our Cloud's Resource Instrumentation suite addresses these issues by enabling customers to efficiently manage VM usage at a very granular level, ensuring higher priority users and applications have access to critical resources.

Server environment limits enable customers to dictate top-end CPU and memory usage for a set of VMs. VM priority and server environment shares enable customers to specify that a VM or set of VMs should receive a given relative level of priority when under contention. To the consumer, capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time with our Cloud.

- **Measured Service**

Our Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service. Virtualization allows users to make better use of physical resources by allocating them to multiple virtual machines at the same time. When VMs are busy at different times (day versus night, weekday versus weekends, etc.) this arrangement works out very well and there is no contention for the finite group of resources. Our resource Instrumentation suite allows the customer a very simple method of assigning different limits to each environment and then specifying the importance of each VM within the environment.

Service Model(s) (for *Vaske Business Resiliency*)

Software as a Service (SaaS): Our SaaS provides the consumer to use applications running on our Cloud. The applications can be accessible from various client devices through either a thin client interface, such as a web browser or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Deployment Model(s) (for *Vaske Business Resiliency*)

Vaske offers public, private, and hybrid cloud environments. The overall infrastructure and resource pools such as CPU, memory, and storage are shared among the environments that exist on the platform using VMware's vSphere virtualization technology. However, each individual customer environment is private with dedicated IPs, networks, and isolated data partitions. In addition, virtual services on the Our Cloud platform can be easily integrated with physical server environments should it be required. All customer environments that reside on the Our Cloud platform are private and secure. Vaske can also build a completely dedicated private cloud environment to meet stringent security and/or regulatory requirements which exists on the premise of the cloud provider.

Proposed Cloud Service Name: *Vaske Database as a Service*

Vaske Database as a Service (DBaaS) provides a comprehensive range of fully-managed database administration services for leading database management systems (DBMSs), such as Oracle, Microsoft SQL Server, and MySQL. Our team of database specialists can help create a flexible, practical database environment that grows and adapts with your business needs.

NIST Cloud Characteristic Compliance (for *Vaske Database as a Service*)**On-demand Self-service**

Customers access the underlying physical resources of our Cloud via a self-service application. The self-service UI provides graphical tools and straightforward point-and-click operations to configure, modify, decommission, and clone cloud resources with speed and agility. All functions within the virtual data center can be managed without intervention from Vaske personnel.

• **Broad Network Access**

The Self-Service application interface is an innovative, web-based console for creating, managing, and monitoring resources on our Cloud platform. With our web-based console, Cloud is available over the network and can access through standard mechanisms that promote use by heterogeneous thin or thick clients with a web-browser (e.g., mobile phones, tablets, laptops, and workstations). Its intuitive interface enables customers to configure, modify, decommission, and even clone resources through drop-down menus and simple point-and-click operations.

• **Resource Pooling** (data center info)

Vaske Cloud provisions infrastructure services abstracted from underlying virtualized resource pools. These services are on-demand, scalable, usage-billed, and fully-managed. Resources can be self-provisioned, automatically, in real-time, to accommodate performance and capacity demands, ensuring infrastructure is right-sized to match business needs.

We are able to specify location at a higher level of abstraction (e.g., country, state, or datacenter) for resources such as storage, processing, memory, and network bandwidth.

• **Rapid Elasticity**

Vaske Cloud provides public and private cloud solutions to deliver elastic resources to, in some cases automatically, dynamically grow and contract as business needs change. When high demand creates resource contention or leads to unexpected costs, our Cloud's Resource Instrumentation suite addresses these issues by enabling customers to efficiently manage VM usage at a very granular level, ensuring higher priority users and applications have access to critical resources.

Server environment limits enable customers to dictate top-end CPU and memory usage for a set of VMs. VM priority and server environment shares enable customers to specify that a VM or set of VMs should receive a given relative level of priority when under contention. To the consumer, capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time with our Cloud.

• **Measured Service**

Our Cloud systems automatically control and optimize resource use by leveraging a metering capability at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service. Virtualization allows users to make better use of physical resources by allocating them to multiple virtual machines at the same time. When VMs are busy at different times (day versus night, weekday versus weekends, etc.) this arrangement works out very well and there is no contention for the finite group of resources. Our resource Instrumentation suite allows the customer a very simple method of assigning different limits to each environment and then specifying the importance of each VM within the environment.

Service Model(s) (for *Vaske Database as a Service*)

Platform as a Service (PaaS): Our PaaS meets the needs of developers, IT professionals, and business users to deploy consumer-related or acquired applications created using programming languages, libraries, services, and tools supported by our cloud services. The consumer does not manage or control the underlying cloud infrastructure

including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the supplication-hosting environment.

Deployment Model(s) (for *Vaske Database as a Service*)

Vaske offers public, private, and hybrid cloud environments. The overall infrastructure and resource pools such as CPU, memory, and storage are shared among the environments that exist on the platform using VMware's vSphere virtualization technology. However, each individual customer environment is private with dedicated IPs, networks, and isolated data partitions. In addition, virtual services on the Our Cloud platform can be easily integrated with physical server environments should it be required. All customer environments that reside on the Our Cloud platform are private and secure. Vaske can also build a completely dedicated private cloud environment to meet stringent security and/or regulatory requirements which exists on the premise of the cloud provider.

GSA Terms: Vaske Cloud Credits for IaaS, PaaS, SaaS

DEFINITIONS.

"Acceptable-Use Policy" means the then-current version of the Vaske Acceptable-Use Policy that appears as Appendix 1 of this document.

"Agreement" means these additional terms for cloud credits for SIN 132-40.

"Customer-Supplied Software" means any software, other than Vaske-Supplied Software, required to perform the Services. Customer-Supplied Software includes Third-Party Software.

"Deliverables" means documents or other materials created by Vaske and required to be delivered to pursuant to a cloud order. "Deliverables" does not include Software.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Hardware" means servers, telecommunications and other equipment that are listed in an order, if applicable, and that are to be supplied either by Vaske ("**Vaske-Supplied Hardware**") or Customer ("**Customer-Supplied Hardware**") for the purpose of rendering the Services.

"Vaske-Supplied Software" means software provided by Vaske as requested in a Sales Order and that may be accessed by Customer solely in connection with the use of the Services. Vaske-Supplied Software is not licensed to Customer.

"Professional Services" means Services provided to Customer pursuant to any professional-services required to deliver a cloud offering.

"Requirement of Law" means all federal, state and local laws, rules and regulations, and all orders, judgments, decrees or other determinations of any Governmental Authority or arbitrator that are applicable to, or binding upon, Customer or Vaske, as indicated herein, or any of its property.

"Sales Order" means a document executed by the parties identifying the Services agreed upon by the parties to be provided by Vaske to Customer under this Agreement, the pricing for such Services and the term during which such Services are to be provided.

"Order" means any or all, as applicable, of the following: Services Schedule, SOW and Sales Order, including any amendments to the foregoing.

"Services" means the services (including all associated Vaske-Supplied Software and Vaske-Supplied Hardware) purchased by Customer as described in a Sales Order relating to acquiring IaaS, PaaS or SaaS as described in SIN 132-40.

"Services Schedule" means a document executed by the parties that identifies: (a) Service-specific terms and conditions and (b) Vaske's and Customer's responsibilities with respect to such Services.

"SLA" means a service-level agreement attached to a Sales Order, if applicable.

"Software" means Vaske-Supplied Software and Customer-Supplied Software, including, without limitation, software applications, database software, operating-system software and/or remote access software.

"Specification Document" means a mutually prepared document containing information necessary to provision and build a Customer's environment in order for Customer to complete Acceptance (defined below).

"Statement of Work" or "SOW" means a statement of work describing the Services. The parties can execute a SOW to add Services to a Sales Order and such SOW shall become an exhibit to the applicable order utilizing services as outlined in SIN 132-40.

"Third-Party Software" means any Software that is owned by a third party and licensed by Customer either from a third-party vendor or through Vaske pursuant to a separate agreement or order, as applicable, and excludes Vaske-Supplied Software.

SERVICES.

2.1 Scope. *Vaske will perform the Services, deliver the Deliverables, and/or distribute, license or sublicense the Third-Party Software acquired through Vaske, as specified in the Sales Order.*

2.2 Access to Facilities and Information. *Customer will provide Vaske reasonable access to hardware, equipment, tools, supplies, software, utilities, information and facilities of Customer that, in each case, Vaske reasonably determines necessary to enable it to perform any Services. Customer agrees to cooperate with Vaske and respond in a timely manner to all reasonable requests for access to Customer's Service environment and/or information to facilitate Vaske's delivery of Services. Vaske is not responsible for any delays or non-performance based on Customer's failure to comply with this Section 2.2.*

PAYMENT.

Invoicing and Payment. *Customer will purchase Cloud Credits that can be applied as payment for Services. Vaske shall invoice Customer for all Cloud Credits due as described in a Sales Order and in the Agreement. All initial set-up and other one-time costs will be invoiced upon execution of the applicable Order. All recurring fees for Services will be invoiced 1 month in advance beginning on*

	One-time charge equal to 50% of remaining estimated service fees for the applicable SOW.
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Acceptance of the applicable Services. Usage-based overage charges and all fees for CLOUD Services shall be invoiced in arrears. Customer shall pay all invoices for Cloud Credits in full in U.S. dollars within 30 days of the applicable invoice date; provided that Customer may withhold payment for any portion of any invoice which is reasonably disputed in writing (setting forth the reasons for such dispute) within such 30 day period. The parties shall cooperate to promptly resolve any such dispute. Vaske reserves the right to Services that are installed if Customer fails to (a) cooperate by not providing any necessary assistance to allow Vaske to complete implementation, or (b) complete Acceptance in good faith. Except with respect to metered services (e.g., bandwidth, backups and exchange), all fees owed under this Agreement shall be prorated if the first billing date is after the first day of the month. Customer's timely cooperation with completing a Specification Document or other scoping documents is critical. Therefore, any failure or delay by Customer to respond to reasonable requests for assistance with preparing or approving a Specification Document, or completing tasks outlined in any mutually agreed to project plan or SOW, or a request to either extend the date of (or place on hold) implementation of Services in excess of 10 days (each a "Customer Delay") may, in Vaske's discretion, result in the delay charges ("Customer Delay Charges") that are in addition to any fees outlined in a Sales Order. Notwithstanding anything to the contrary, the number of days necessary to trigger a Customer Delay shall not commence accruing until after Vaske has sent written notice (email to suffice) to Customer advising that failure to approve in a timely manner (as accounted for in the first column of the table directly below) shall result in Customer Delay Charges.

Customer Delay Time Periods Following Notice As Described Directly Above (notice to be only given once before first Customer Delay Charge)	Customer Delay Charges
0-10 days	0% of monthly recurring fees applicable to the Sales Order. 0 % of remaining estimated service fees for the applicable SOW.
On day 15	One-time charge equal to 15% of monthly recurring fees applicable to the Sales Order. One-time charge equal to 15% of remaining estimated service fees for the applicable SOW.
On day 30	One-time charge equal to 30% of monthly recurring fees applicable to the Sales Order. One-time charge equal to 30% of remaining estimated service fees for the applicable SOW.
After 60 days	Recurring monthly charge equal to 50% of monthly recurring fees applicable to the Sales Order.

Late Payments; Remedies. The parties agree that no check or other payment method with 'payment in full' or 'in full satisfaction' inscribed shall constitute an accord and satisfaction. Customer shall reimburse Vaske for all fees and costs (including legal fees) incurred by Vaske in connection with collecting any overdue amounts. Vaske may, upon 10 days' prior written notice, suspend Services for any payment past due.

Acceptance. Vaske shall inform Customer in writing (including, without limitation, by e-mail) when Customer's Services have been implemented and are ready for use in a production or non-production environment (each a "Completion Notice"). Customer shall have a period of 10 days from the date of each Completion Notice to test the Services and confirm whether the Services conform to the specifications set forth in a Sales Order. Customer shall either accept such Services or notify Vaske in writing of any non-conformance within such 10 day period, setting forth the reasons for such non-conformance. Vaske shall use commercially reasonable efforts to remedy any identified non-conformance and shall provide Customer a second Completion Notice when the Services are again ready for use. The foregoing process shall continue until the Services are accepted. Notwithstanding the foregoing, the Services shall be deemed accepted by Customer on the date of the Completion Notice in the event that either: (a) Customer fails to notify Vaske of any non-conformance within such 10 day period or (b) Customer uses any of the Services (e.g., server login space, power and bandwidth) for other than acceptance testing as permitted herein. The date of acceptance (or deemed acceptance) shall be referred to as the "Fully Implemented Date" or "Acceptance".

Taxes. Customer shall (a) reasonably assist Vaske upon request with identifying locations of end-users or the general usage of Services so that Vaske may reasonably rely upon and calculate potential taxes for Services delivered and (b) promptly pay Vaske for any taxes and duties related to the Services that are required to be collected or paid by Vaske; provided that, Customer shall not be responsible for any taxes on Vaske's net income.

3.5 Credit Check; Security Payment. This section is waived for GSA schedule.

VASKE PROPRIETARY RIGHTS.

Vaske Proprietary Rights; Customer License. All materials including, but not limited to, any Hardware (including related firmware), software, data and information provided by Vaske, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Vaske to provide the Services, whether developed alone or jointly with others, (collectively "Vaske Materials") shall remain the sole and exclusive property of Vaske or its suppliers. Nothing herein is intended to, or shall, convey any right or ownership interest to Customer or any other person or entity in or to such Vaske Materials. Upon payment of the fees for the Services, Vaske grants Customer a non-exclusive, perpetual, fully-paid license to use, only in the

ordinary course of Customer's internal business, Vaske Materials that are incorporated into, or embodied within, a Deliverable, provided that Customer is in compliance with this Agreement.

Trademark Rights. During the term of this Agreement, Customer grants Vaske the right: (a) to include Customer's logo and name on Vaske's website and in other marketing material to identify Customer as a customer of the Vaske Services and as otherwise necessary in connection with Customer's use of Vaske Services and (b) to issue a press release announcing the relationship established by Customer and Vaske hereunder and identifying the general type of Services purchased by Customer. Customer shall have the right to require Vaske to terminate the use described in this Section 4.2 at any time by written notice.

CUSTOMER DATA AND CONFIDENTIAL INFORMATION.

Customer Data. All Customer information and data stored by Customer on Vaske provided cloud systems pursuant to this Agreement ("**Customer Data**") shall be Customer's exclusive property and Confidential Information. Customer is solely responsible for the adequacy and accuracy of Customer Data. Vaske may access such Customer Data solely for the purpose of delivering the Services. Where applicable as expressly set forth in a Sales Order, Vaske shall perform a data export and provide Customer with a copy of Customer Data at Customer's expense upon Customer's request.

5.2 Customer Obligations and Responsibilities: Protected Data.

Notwithstanding anything to the contrary, Customer acknowledges that Vaske provides specific additional services and information technology architecture solutions that Customer is required to purchase prior to Customer's transmission via the Services of any personally identifiable information, credit card information or health information which is afforded protection under any Requirements of Law ("**Protected Data**"). The placing by Customer of Protected Data in the Vaske environment without the purchase such specific additional services and solutions, or without prior notice to and written agreement by Vaske, is a material breach of this Agreement. Customer or its authorized third party is solely responsible for any approval, certification or audit for compliance with any Requirements of Law for Protected Data and the same shall not be undertaken in reliance of any Services provided by Vaske.

Confidential Information. "**Confidential Information**" means any information and data, including in tangible, electronic or other form, of Vaske or Customer that is identified as confidential or proprietary at the time of disclosure or that should be understood to be confidential by the nature of the information or the circumstances of the disclosure. Confidential Information shall include, without limitation, Services, products, product configurations, business plans, strategies, technology, software, documentation, methodologies, know-how, technical information, pricing, pricing mechanisms, financial information, and information regarding each party's operations, business relationships and the terms of this Agreement. In addition, Customer Data is considered the Confidential Information of Customer.

Confidential Information shall not include any information that (a) is known to the receiving party prior to receipt hereunder from a source

other than one having an obligation of confidentiality to the disclosing party, (b) becomes lawfully known (independently of disclosure by the disclosing party) to the receiving party from a source other than one having an obligation of confidentiality to the disclosing party, (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement, or (d) is independently developed by the receiving party without use of the Confidential Information. The receiving party agrees that it will not use the Confidential Information of the disclosing party in any way, for its own account or the account of any third party, except for the purpose of performing this Agreement, nor will the receiving party disclose the Confidential Information of the disclosing party to any third party except as required by law. The receiving party will take reasonable precautions to protect the confidentiality of such Confidential Information. If either party is required by law (including by subpoena, judicial or administrative order or otherwise) to make any disclosure of any of the other party's Confidential Information, such party must first give written notice of such requirement to the other party, unless prohibited by law, to permit such other party to intervene in any relevant proceedings to protect its interests in the Confidential Information and provide full cooperation and assistance in seeking to obtain such protection, at the disclosing party's cost and expense.

Notwithstanding the foregoing, Customer and Vaske agree that each party may need to disclose certain of the other party's Confidential Information to third parties with a need to know in performance of the Agreement such as, auditors, partners, sub-contractors, equipment manufacturers, resellers, advisors and consultants ("**Necessary Third Parties**"); provided, however, each party will ensure that any of its Necessary Third Parties are bound by a non-disclosure agreement consistent with the non-disclosure obligations herein before receiving any such Confidential Information, unless by the very nature of the relationship there is an obligation of confidentiality (e.g., attorneys). In addition, Vaske and Customer each agree to be liable for breaches of the terms of this Section 5 by its Necessary Third Parties.

WARRANTIES, DISCLAIMERS AND LIMITATION OF REMEDIES.

By Customer. Customer represents and warrants to Vaske that: (a) Customer will use the Services in compliance with all Requirements of Law and in accordance with this Agreement and the Acceptable-Use Policy, and (b) Customer has the right and authority and any and all necessary third-party authorizations and consents to provide Vaske with the Customer-Supplied Software, Customer-Supplied Hardware, Customer Data and other materials supplied by Customer hereunder.

By Vaske. Vaske represents and warrants to Customer that: (a) Vaske will comply with all applicable Requirements of Law of the United States in delivering the Services, (b) Vaske has the right and authority to use and provide Customer with access to the Vaske-Supplied Software in rendering the Services hereunder and (c) Vaske will use qualified personnel to provide the Services to Customer.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VASKE DOES NOT MAKE, AND VASKE EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE SERVICES (INCLUDING THE VASKE-SUPPLIED SOFTWARE AND VASKE-SUPPLIED HARDWARE) AND OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. VASKE DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH REGARD TO THIRD-PARTY MAINTENANCE SERVICES OR THE FLOW AND SECURITY OF CUSTOMER DATA OVER THE INTERNET. CUSTOMER IS SOLELY RESPONSIBLE FOR, AND VASKE EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES OF ANY KIND RELATING TO THE CUSTOMER-SUPPLIED SOFTWARE AND CUSTOMER-SUPPLIED HARDWARE. IF CUSTOMER ACQUIRES THIRD-PARTY SOFTWARE THROUGH VASKE, ANY REPRESENTATIONS OR WARRANTIES APPLICABLE TO SUCH SOFTWARE SHALL BE INCLUDED IN A CLICK-WRAP, SHRINK-WRAP OR SIMILAR TYPE OF LICENSE AGREEMENT INCLUDED WITH THE THIRD-PARTY SOFTWARE OR SET FORTH IN A SOFTWARE SCHEDULE.

Limitation of Remedies. If Vaske breaches this Agreement, as Customer's sole and exclusive remedy, and Vaske's sole and exclusive liability: (a) Vaske, upon receipt of written notice from Customer specifying the nature of the breach in reasonable detail, shall work diligently to cure the breach at Vaske's expense, (b) Customer shall have the service-credit remedies (if applicable) specified in the applicable SLA so long as Customer is in good standing with no past due amount owed to Vaske under this Agreement, (c) Customer shall have the indemnification remedies (if applicable) specified in this Agreement, and (d) Customer shall have the termination rights (if applicable) specified in Section 7.4 of this document.

TERMINATION.

Term. Unless terminated earlier pursuant to the terms hereof, this Agreement shall commence on the Effective Date and continue in effect so long as there is a Sales Order in effect. The initial term of any Sales Order shall continue for the period set forth in such Sales Order.

Renewal. Unless agreed to otherwise in writing, all Sales Orders shall automatically renew for successive terms (each a "Renewal Term") equal in length to the then-current term (i.e., the initial term, the Renewal Term or any other extension term set forth on such Sales Order) unless either party provides notice of termination of such Sales Order to the other party 90 days prior to the last day of the then-current term.

Month-to-Month Term. If, upon the end of Customer's then current term, Customer requests (and if Vaske agrees to provide) a month-to-month term then the monthly recurring fees for all such month-to-month Services shall automatically increase by 20% over the fees immediately prior to such month-to-month term and the payment terms shall be 15 days (rather than 30 days) in advance of each month.

Termination for Uncured Material Breach. Either party may terminate a particular Sales Order or this Agreement (including all Orders) by written notice to the other party: (a) if the other party breaches or fails to observe or perform any material term or condition of such Sales Order or this Agreement and does not cure such breach or failure within 30 days after written demand (five days in the case of late payment of fees) by the non-breaching party specifying the nature of the breach in reasonable detail and stating such party's

intention to terminate; provided however, that such written demand must be sent within 30 days of the event or such right to terminate shall be deemed waived, unless such breach is continuing, or (b) otherwise as expressly provided in the Agreement. The failure to pay amounts owed under a Sales Order when due shall be considered a material breach.

Effect of Termination. Upon termination of this Agreement or a Sales Order, all rights and obligations of the parties under such terminated Agreement or Sales Order shall cease, except for those rights and obligations that, by the terms of this Agreement or the applicable Sales Order or the nature of the right or obligation, survive termination. Upon termination of this Agreement: (a) Customer must cease using, and Vaske will cease providing, any terminated Services, (b) each party will return to the other party any Confidential Information of the other, (c) each party will make available to the other party any Hardware, Software or other property of such other party in its possession, provided that Customer may not access the Customer-Supplied Hardware in Vaske's facilities until Customer has fully satisfied its payment obligations to Vaske, and provided further that Vaske shall store the Customer-Supplied Hardware in Vaske's secured facilities and at Customer's sole expense until the date that is the earlier of (i) 60 days after the effective termination date, after which Vaske may (A) sell or otherwise dispose of such Customer-Supplied Hardware in a manner it deems appropriate and (B) keep any proceeds resulting therefrom, and (ii) 15 days after the date on which Customer has fully satisfied its payment obligations to Vaske, and provided further that each party shall release and hold the other party harmless from and against any liability for damage of any kind whatsoever that may be caused by such party's equipment during such migration, (d) Vaske shall remove copies of Customer Data from Vaske's systems and property in accordance with the terms of the Agreement and Vaske's standard backup and recycling program, and (e) Vaske shall provide, at Customer's expense, reasonable termination/expiration assistance requested by Customer to facilitate the orderly transfer of Services and migration of Customer Data and Customer-Supplied Software to Customer or another third-party provider, for a period not to exceed 30 calendar days, unless otherwise set forth in a separate Sales Order executed by the parties.

Within 10 days after the effective date of any termination of this Agreement or a Sales Order, Customer shall pay Vaske all amounts owed under the terminated Sales Orders through such effective date of termination. In addition, and notwithstanding anything to the contrary in this Agreement, if Customer terminates a Sales Order or this Agreement other than as expressly permitted hereunder, or if Vaske terminates a Sales Order or this Agreement as a result of an uncured material breach by Customer, then, as just and reasonable compensation, Customer shall pay any and all fees that would have been due under such Sales Order(s) or this Agreement through the end of the then-current term (i.e., either the initial term or the Renewal Term, as applicable); provided that, with regard to Professional Services, such amount will be based upon the estimated cost of the Professional Services. The parties herein agree that the above-mentioned compensation to Vaske, is a fair and reasonable estimate of actual damages (i.e., liquidated damages) required to make Vaske whole.

INDEMNIFICATION.

Indemnification Obligations. (a) Each party agrees to indemnify, defend and hold harmless the other party against any claims, losses, liabilities, damages, costs or expenses including reasonable attorney's fees and other professional fees arising from a third-party claim (collectively "Losses") resulting from bodily injury, death or property damage (excluding intellectual-property claims) caused by the gross negligence or willful misconduct of the indemnifying party. To the extent that either party is liable for any damage to, or loss of, property for any reason, such liability will be limited solely to the then-current replacement value of the equipment, excluding lost data or software.

(b) Customer shall indemnify, defend and hold harmless Vaske against any Losses resulting from (i) an allegation that the Customer-Supplied Software, Customer-Supplied Hardware, or other Customer supplied materials (x) infringes or misappropriates any third party's copyright, United States patent, trade secret, trademark or similar proprietary right or (y) is not properly licensed for the use contemplated by this Agreement; (ii) any Customer Data; or (iii) any violations of Acceptable Use Policy.

(c) Vaske shall indemnify, defend and hold harmless Customer against any Losses resulting from an allegation that the Services or Deliverables (i) infringe or misappropriate any third party's copyright, United States patent, trade secret, trademark or similar proprietary right or (ii) are not properly licensed for the use contemplated by this Agreement.

(d) Notwithstanding the foregoing, neither party shall have an obligation to indemnify, defend or hold harmless the other party for any claim of infringement or misappropriation resulting from: (x) unauthorized use by the other party or an end user of, in the case of Customer, the Services or Deliverables or, in the case of Vaske, the Customer-Supplied Software, Customer-Supplied Hardware, or other Customer supplied materials; (y) compliance with any written instructions of the other party; or (z) modifications to any Software, Hardware or other technology that were not performed by or at the written direction of such party.

Indemnification Process. A party seeking indemnification hereunder (the "indemnified party") promptly shall notify the other party (the "indemnifying party") in writing of any claim for which indemnification is owed hereunder. The indemnified party shall permit the indemnifying party to control the defense or settlement of any such claim and cooperate fully with the indemnifying party in such defense and settlement. The indemnifying party will defend or settle such claim at its sole expense and indemnify the other party against any damages and costs awarded by a court of final jurisdiction in an action relating to such claim or pursuant to a settlement agreement.

LIMITATION OF LIABILITY.

Types of Damages. EXCEPT WITH RESPECT TO (i) CUSTOMER'S OBLIGATIONS UNDER SECTION 8.1 (b) OF THIS GSA TERMS FOR CLOUD AND (ii) BOTH PARTIES OBLIGATIONS IN SECTION 8.1(a) OF THIS GSA TERMS FOR CLOUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES—INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS—ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT,

THE SERVICES, ANY VASKE- OR CUSTOMER-SUPPLIED SOFTWARE OR THIRD-PARTY SOFTWARE EVEN IF EACH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation of Liability. EXCEPT WITH RESPECT TO (i) EACH PARTY'S OBLIGATIONS UNDER SECTION 8.1(a) OF THIS GSA TERMS: CLOUD CREDITS FOR IAAS, PAAS AND SAAS AND (ii) CUSTOMER'S OBLIGATIONS UNDER SECTION 0 AND 7.5 OF THIS GSA TERMS: CLOUD CREDITS FOR IAAS, PAAS AND SAAS, AND SECTION 8.1 (b) OF THIS GSA TERMS: CLOUD CREDITS FOR IAAS, PAAS AND SAAS, IN NO EVENT WILL EITHER PARTY HAVE LIABILITY IN THE AGGREGATE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THE APPLICABLE SALES ORDER DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM ARISES.

Basis of the Bargain; Failure of Essential Purpose. The parties acknowledge that (a) Vaske has set its prices, and the parties have entered into this Agreement, in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement and (b) the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed its essential purpose.

GENERAL.

Relationship of Parties. Nothing in this Agreement will be construed to imply a joint venture, partnership or agency relationship between the parties, and Vaske will be considered an independent contractor.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and shall not be construed as conferring any rights on any other party.

Assignment. Neither party may assign its rights and liabilities under the Agreement without the consent of the non-assigning party, which shall not be unreasonably withheld, conditioned or delayed; provided that either party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of a party relating to the Services and Vaske shall have the right to assign this Agreement to any affiliate upon written notice to Customer.

Subcontractors. Vaske shall have the right to use subcontractors in delivering the Services. Vaske will be responsible for the Services performed by its subcontractors.

Complete Understanding; Modification. This Agreement combined with a Sales Order will constitute the entire agreement between the parties relating to its subject matter, and supersedes all prior agreements, understandings and representations between the parties, oral or written, with respect to its subject matter.

Severability. *If any portion or provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions and provisions shall remain in full force and effect.*

Conflicts. *In the event of any conflict or inconsistency between the provisions of GSA and those of a Sales Order, the GSA provisions shall prevail. In the event of any conflict or inconsistency between the provisions of Sales Order and any other service order, the Sales Order shall govern.*

Notices. *Notices, requests and demands expressly contemplated by this Agreement shall be in writing and shall be deemed to have been duly given (a) 1 business day after being given to an overnight courier with a reliable system for tracking delivery or (b) 3 business days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the addresses indicated in the signature line. In addition, notice to Vaske must also be sent to: Attn: Legal Department, Vaske Computer, Inc.*

Counterparts; Facsimile and Electronic Signatures. *This agreement will become additional terms to the Vaske GSA schedule.*

Headings. *All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.*

Attorney Consultation. *Customer acknowledges that it (a) is aware of its right to consult with an attorney prior to executing this Agreement, (b) has, prior to executing this Agreement, either consulted with an attorney or knowingly, freely and voluntarily waived its right to do so, (c) has carefully read and fully understands all of the provisions of this Agreement, and (d) is entering into this Agreement knowingly, freely and voluntarily in exchange for good and valuable consideration.*

Force Majeure. *Except with respect to any payment obligations through the date of the force majeure event, neither party will be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, and will be entitled to a reasonable extension of time to remedy any such delay or failure to perform.*

WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF THE AGREEMENT OR THE RELATIONSHIP.

APPENDIX 1

ACCEPTABLE USE POLICY

Introduction

This Acceptable Use Policy ("AUP") is applicable to all customers (individually a "Customer" and collectively "Customers"), including their direct or indirect end users that receive or use any service or resource from Vaske Computer, Inc. (as applicable "Vaske").

Acceptable Use of Vaske Service

Vaske service(s) means the services as defined and purchased by Customers in their applicable agreement with Vaske. When Customers use, access and or perform activities on their service environment, data and content, Customers are responsible for ensuring these activities do not impose any risk to, or negatively impact Vaske, other Customers and or third-party sites or systems associated with or supported by Vaske.

Prohibited Activities

A Customer may not use or access or allow or cause any third-party to use or access Vaske's network or services to engage in, foster or promote illegal, abusive or irresponsible behavior, including but not limited to:

- gaining, or attempting to gain, unauthorized access to any system or network, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without the express authorization and consent of the owner of the system or network;
- sending unsolicited mass e-mail or other messages or communication in any form, commonly referred to as spam;
- altering, defacing or otherwise causing any unauthorized or unapproved modification of any system belonging to Vaske, any Customer or any other system on the Internet;
- storing, transmitting or processing material in a manner that violates intellectual property rights or laws or regulations, including, without limitation, those associated with trade secrets, copyrights, patents and trademarks;
- violating the privacy rights of others, including, without limitation, the collection of information about individuals, including e-mail addresses, screen names or other identifiers without their knowledge or consent (e.g., phishing, Internet scamming, password robbery, spidering and harvesting), except as allowed by applicable laws and regulations;
- transmitting or storing any material that is unlawful, obscene, harassing, libelous, abusive or hateful; that encourages unlawful acts; or that may be interpreted as violating the civil rights of others;
- engaging in, or permitting, any activity that leads to a degradation or denial of service for Vaske, its Customer or any other system or site on the Internet;
- intentionally, recklessly or negligently omitting, forging, deleting or misrepresenting transmission information—including, without limitation, headers, return-address information and IP addresses—that is intended to cloak or hide the identity or source of information transmitted by a Customer's system, customers or end users; or
- engaging in, or permitting, any activity that results in the overutilization of power circuits.

If a Customer become aware of any such prohibited activity, then Customer agrees to immediately (i) notify Vaske, and (ii) commence remediating the prohibited activity to the best of their ability.

Customers are responsible for ensuring that security controls are not circumvented by its acts or omissions.

In addition, Customers shall not:

- configure their systems to bypass security controls, including, without limitation, the installation of programs or services that allow the systems to be managed or accessed insecurely or through unauthorized means;
- conduct online security audits or tests against or through Vaske systems or networks without prior notification to Vaske;
- management, backup, storage or monitoring systems;
- install programs or configure systems to allow the monitoring, or "sniffing," of data traveling over a shared network;
- access, or attempt to access, security-relevant information, such as password files that may, among other things, be used to gain unauthorized access to system accounts;

- install or use software for the purpose of cracking encrypted data, including, without limitation, stored passwords;
- remove or disable security software or services, including, without limitation anti-virus software, logging utilities or authentication services without prior notification to Vaske;
- misuse any accounts on their systems located at or monitored by Vaske;
- fail to implement measures and procedures to ensure that its systems are not accessed or used in an unauthorized manner;
- fail to deliver to Vaske a list of authorized individuals and accounts that are permitted to remotely access a Customer's systems managed by Vaske;
- fail to notify Vaske in writing if a user no longer requires remote access to Customer's site – such notification must be received by Vaske at least five business days in advance of the date that the access is to be cancelled; and
- transfer remote-access accounts from one individual to another, nor shall they be shared between individuals without prior notification to Vaske. Each user shall have an individual remote-access account that uniquely and accurately identifies the owner of the account.

Customers assume all responsibility for any adverse consequences that result from the use of their accounts by an individual that was granted access by Customer.

Violations and Remedies

Vaske reserves the right to audit, test, and investigate the security of Customers sites in an effort to ensure that security protections are maintained and that Customers sites and systems do not bypass, or allow others to bypass, Vaske security controls. If Vaske believes that systems located within the Vaske facilities and/or the Vaske environment are being used in an unlawful or improper manner or for unlawful or improper activities, Vaske will fully cooperate with civil and criminal enforcement authorities conducting investigations of such use or activities. Vaske supports the investigation of prohibited activities as listed above and/or any other activities that may impact the operation or security of Vaske, Customers or other systems accessible by Customers.

Vaske may suspend any services without notice to or approval from a Customer if Vaske, in its sole discretion, deems such suspension is necessary to protect its systems, facilities or interests or those of Customers, including, without limitation, in response to any perceived threat of a computer virus, exploit scripts or other malicious software or denial-of-service attack (in each case, from any source). Vaske will use commercially reasonable efforts to notify Customers prior to such suspension.

Notwithstanding anything to the contrary herein, Vaske retains the sole right to determine the whether a violation of this AUP has occurred and the severity of any such violation. Vaske will endeavor to work with Customers to address violations of this AUP but is not required to do so if immediate action is required. Based on the severity of the violation or the number or nature of violations of this AUP by Customers, Vaske retains the sole right to suspend or terminate a Customer's services without notice or approval by such Customer.

VASKE SAMPLE CLOUD SALES ORDER

Example Sales Order

CLOUD SERVICES

Name of Project

IaaS

PaaS

SaaS

Customer Name

Customer Location

Other identifiers

DATE

Sales Order
Engagement Name
Customer Name

1 Introduction

Description of cloud services to be delivered and description of location and application of the services as well as the unique requirements of what is to be delivered.

2 Expectations

The [Department/Agency] seeks cloud services to [Explain customer business problem or reason for seeking cloud services]. Provide useful information regarding the Customer organization, engagement history, future plans or any other relevant information regarding the services to be acquired.

3 Technical Requirements

The type of cloud service (IaaS for example) and the use case.

3.1 General Cloud Requirements

The Vendor shall provide a Cloud Computing solution that aligns to the following general cloud computing requirements as described in Table 1 below. [Agency should specify requirements such as: operating system, memory, storage, VPN, WAN, Processing speed, other software or software licenses required, additional services required such as active directory support, backups, and recovery services.]

Table 1: General Cloud Computing Requirement - Include as applicable; add others as needed.

Service Feature	Definition	General Requirement

3.2 Technical Requirements

The Vendor shall provide a solution that aligns to the following technical requirements as described in Tables 2-6 below. (List provided is not all inclusive)

Table 2: Technical Requirements – Service Managing and Provisioning

Include as applicable; add others as needed.

Service Feature	List of Requirements
Service Provisioning	
Service Level Agreement Management	
Operational Management	
Disaster Recovery	
Continuity of Operations	
Data Management	

Table 3: Administrative and Reporting Requirements – Include as applicable; add others as needed.

Service Feature	List of Requirements
Order Management	
Billing/Invoice Tracking	
Utilization Monitoring	
Incident Management	
User Profile Management	

Table 4: Technical Requirements – Integration Requirements

Include as applicable; add others as needed. Customers should include third-party or custom software that require specific integration, operating system or platform requirements.

Service Feature	List of Requirements
Application Programming Interfaces (APIs)	
Customer Provided Software	

Table 5: Technical Requirements – Data Center Facilities Requirements

Include as applicable; add others as needed.

Service Feature	List of Requirements
Internet Access	
Firewalls	
LAN/WAN	
Location	

Table 6: Technical Requirements – Compliance, Governance & Standards Requirements

Include as applicable; add others as needed.

Service Feature	List of Requirements
Accessibility	
Security	
Privacy	

3.3 Specific Application Requirements

The Vendor shall provide a solution that aligns to the following requirements as described in Table 7 below. (List provided is not all inclusive)

Table 7: Specific Application Technical Requirements - Include as applicable; add others as needed.

Service Feature	General Requirement
Storage	
Bandwidth tiers	
Virtual Machine	
Data Transfer Requirements	

4. Professional Services

Professional services will be defined in a Statement of Work (SOW) that will include description, roles and responsibilities, dates, milestones, change orders and process, services reporting, and other specific required terms from the GSA schedule regarding Professional Services.

5. Reports

Sample Content (Example – at a minimum, Customers should consider the following items when developing their (SOW)

Cloud Services vendors provide standard reports and may provide some custom reports. Customers should discuss their reporting requirements prior to executing a purchase order. Table 8 contains a list of sample report deliverables that may be available.

Table 8: Sample Reports that could be part of a SOW

Report Deliverable	Description	Frequency
Service Level Agreement (SLA)	<ul style="list-style-type: none"> Service Availability (Measured as Total Uptime Hours / Total Hours within the Month) displayed as a percentage of availability up to one-tenth of a percent (e.g. 99.5%) Text description of major outages (including description of root-cause and fix) resulting in greater than 1-hour of unscheduled downtime within a month 	Monthly
Help Desk / Trouble Tickets	<ul style="list-style-type: none"> No of Help Desk/customer service requests received. Number of Trouble Tickets Opened Number of trouble tickets closed Average mean time to respond to Trouble Tickets (time between trouble ticket opened and the first contact with customer) Average mean time to resolve trouble ticket 	Monthly
Service Utilization	<ul style="list-style-type: none"> Monthly utilization of each IaaS/PaaS Service type (Lot) as defined by the Cloud Credits for the specific Lot offered by the vendor 	Monthly

6. Pricing

Because the GSA schedule is providing for a pre-discounted set of credits for purchasing cloud, Vaske will configure assets and resources in accordance with the information provided in the Sales Order and obtain a detailed price sheet for customer review. Once pricing and offerings are acceptable to all parties, customer will cut a purchase order for pre-discounted Cloud Credits in sufficient quantity to cover costs, whether monthly, annually or one-time.

Cloud Assessment Services

Cloud Assessment Services	
Service	Cloud Credits Required
Cloud Business Impact Review	One Credit Per Hour
Cloud Transformation Advisory	One Credit Per Hour
Cloud Screening	One Credit Per Hour
IT Cataloging	One Credit Per Hour
Cloud Blueprinting	One Credit Per Hour

Cloud Operations Review & Planning	One Credit Per Hour
Cloud Network Architecture & Capacity Planning	One Credit Per Hour
Cloud Security & Compliance Planning	One Credit Per Hour
Cloud Business Continuity & Disaster Recovery	One Credit Per Hour

IaaS, PaaS, SaaS

Cloud Offerings	
Service	Number of Cloud Credits Required as defined in Sales Order
Public Cloud	
Private Cloud	
Managed Cloud	
Hybrid Cloud	
Cloud Gateway & Security Appliance	
Cloud Servers	
Cloud Storage	
Cloud Backup	
Cloud Desktop	
Cloud Databases	
Cloud Firewall	
Cloud Load Balancers	
Cloud DNS	
Cloud VPN	
Cloud Monitoring & Reporting	
Managed Servers	
Managed Firewall	
Managed Application Hosting	
Managed Internet Data Facility-Collocation	
Managed Switch & Session Border Controller	
IP Address & Network Allocation	

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 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. 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.

9. "NO CHARGE" TRAINING: None

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

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES 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.
- 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 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS

2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

~~FEB~~ COMMERCIAL ITEMS

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 Professional Services.

9. INDEPENDENT CONTRACTOR

All IT 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 Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

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

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

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**Vaske Computer, Inc.
Professional Services Labor Descriptions****ADMINISTRATOR II***Functional Responsibility:*

Administrator II is responsible for maintaining specific systems within the IT environment. As required, the Administrator II is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. Administrator II has mid-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems.

Minimum Education: Associates Degree - Computer Science

Minimum Years of Experience: Two (2) years of experience.

ADMINISTRATOR III*Functional Responsibility:*

Administrator III is responsible for maintaining specific systems within the IT environment. As required, the Administrator III is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. Administrator III develops standard operating procedures and runbooks for the IT systems. Administrator III has senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems.

Minimum Education: Bachelors Degree

Minimum Years of Experience: Three (3) years of experience.

ADMINISTRATOR IV*Functional Responsibility:*

System Administrator IV is responsible for maintaining specific systems within the IT environment, and may be responsible for managing system administration staff. As required, the System Administrator IV is responsible for the maintenance, configuration, upkeep, and reliable operation of his/her assigned systems, networks, storage, and cloud-based technologies. System Administrator IV develops standard operating procedures and runbooks for the IT systems. System Administrator IV has senior-level technical skills relating to the technologies or scripting languages used in the operation of the IT systems. Additionally, System Administrator IV has expert knowledge of system automation and IT operations-related technical requirements and tool selection/operation.

Minimum Education: Bachelors Degree

Minimum Years of Experience: Six (6) years of experience.

SUBJECT MATTER EXPERT I*Functional Responsibility:*

Subject Matter Expert I provides expertise for at least one technology domain. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert I may provide domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Depending on the scope of the project, Subject Matter Expert I may support client requirements directly or support a technical team within a project.

Minimum Education: Bachelor's Degree

Minimum Years of Experience: Three (3) years of experience.

SUBJECT MATTER EXPERT II*Functional Responsibility:*

Subject Matter Expert II provides deep level expertise for one or more technology domains. Technology domains may include Cloud, Virtualization, Data Management, Big Data, System Architecture, Data Center Operations and Tooling, Cyber Security, Best Practice development, Database Design and Development, Integration, Consolidation, Migration, IT Strategic Planning, and specific IT Products. Subject Matter Expert II has executive level oversight for multiple programs and project teams providing domain specific expertise throughout the entire lifecycle of a project, including analysis, design, planning, implementation, integration, testing, documentation, and training. Subject Matter Expert II has considerable specialized training or certifications relating to his/her domain(s) of expertise.

Minimum Education: Bachelor's Degree

Minimum Years of Experience: Five (5) years of experience.

IT ARCHITECT I*Functional Responsibility:*

IT Architect I is responsible for supporting the overall design, development and deployment of an IT solution. For complex projects, the IT Architect I may be responsible for supporting a specific component of the solution architecture. IT Architect I supports the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect I provides support during the implementation and integration phases of the project.

Minimum Education: Bachelor's Degree

Minimum Years of Experience: Three (3) years of experience.

IT ARCHITECT II*Functional Responsibility:*

IT Architect II functions in a team lead role, responsible for the overall design, development and deployment of an IT solution. For complex projects, the IT Architect II may be responsible for leading the work related to a specific component of the solution architecture. IT Architect II leads the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect II may lead the team to provide additional product specific expertise during the implementation and integration phases of the project.

Minimum Education: Bachelor's Degree

Minimum Years of Experience: Five (5) years of experience.

IT ARCHITECT III*Functional Responsibility:*

IT Architect III functions in a management role, responsible for managing the overall design, development and deployment of an IT solution. For complex projects, the IT Architect III may be responsible for managing the work related to a specific component of the solution architecture. IT Architect III manages the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team. IT Architect III may manage a team to provide additional product specific expertise during the implementation and integration phases of the project.

Minimum Education: Bachelor's Degree

Minimum Years of Experience: Seven (7) years of experience.

IT ARCHITECT IV*Functional Responsibility:*

IT Architect IV is responsible for complete oversight for managing the overall design, development and deployment of an IT solution. For complex projects, the IT Architect IV may have oversight for the work related to a specific component of the solution architecture. IT Architect IV oversees the capture, analysis and synthesis of both the technical and business requirements; the development of the conceptual and detailed design of the IT solution; and overall responsibility and technical leadership of the delivery team.

Minimum Education: Bachelor's Degree

Minimum Years of Experience: Nine (9) years of experience.

PROJECT ASSISTANT II*Functional Responsibility:*

Project Assistant II supports the monitoring of project performance against engagement milestones; managing client expectations; coordinating resources and processes to achieve engagement workplan; recommending changes to the engagement staff over the life of the project; monitoring project budgets and preparing client billings as appropriate; ensures all project documentation is maintained in accordance with consulting standards.

Minimum Education: Bachelor's Degree

Minimum Years of Experience: Three (3) years of experience.

PROGRAM MANAGER*Functional Responsibility:*

Program Manager manages the monitoring of project performance against engagement milestones; manages client expectations; allocates resources and processes to achieve engagement workplan; implements changes to the engagement staff over the life of the project; oversees project budgets and client billings as appropriate; and ensures all project documentation is maintained in accordance with consulting standards.

Minimum Years of Experience: Seven (7) years of experience.

Requirement	Equivalency 1: Degree Plus Additional Years of Experience	Equivalency 2: Total Years of Experience
Associates	High School Diploma/GED + Specialized Certification	1 year related experience
Bachelors	Associates + 2 years	3 years related experience

VASKE COMPUTER, INC. (dba Collier IT)**GSA PRICE LIST****Products:**

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (includes IFF)
EQUIPMENT MAINTENANCE					
811212	3KSS	HP3000 System Support	Small System (1-2 CPU, 1 -4 GB Memory, 10 or less drives) 24x7 Response	Annual Price	\$ 6,851.39
811212	3KLS	HP3000 System Support	Large System (3 or more CPU, Over 4GB Memory, 11 or more drives) 24x7 Response	Annual Price	\$ 9,672.54
811212	9KLS	HP9000 System Support - PA-RISC CPU	PA-RISC Large System (3 or more CPU, Over 4GB Memory, 11 or more drives) 24x7 Response	Annual Price	\$ 5,465.99
811212	P86SS	HP Proliant x86 System Support	Small System G6 or older (1-2 CPU, 1 -16 GB Memory, 10 or less drives) 24x7 (excludes Blades)	Annual Price	\$ 513.85
811212	O86SOS	SUN/ORACLE x86 System Support	Small System older than 2010 (1-2 CPU, 1 -16 GB Memory, 10 or less drives) 24x7 (excludes Blades)	Annual Price	\$ 483.63
811212	O86SNS	SUN/ORACLE x86 System Support	Small System newer than 2010 (1-2 CPU, 1 -16 GB Memory, 10 or less drives) 24x7 (excludes Blades)	Annual Price	\$ 564.23
811212	O86LNS	SUN/ORACLE x86 System Support	Large System newer than 2010 (3 or more CPU, Over 16GB Memory, 11 or more drives) 24x7 (excludes Blades)	Annual Price	\$ 725.44
811212	OSSOS	SUN/ORACLE SPARC System Support	Small System older than 2010 (1-2 CPU, 1 -16 GB Memory, 10 or less drives) 24x7 (excludes Blades)	Annual Price	\$ 483.63
811212	OSLOS	SUN/ORACLE SPARC System Support	Large System older than 2010 (3 -8 CPU, Over 16GB Memory, 11 or more drives) 24x7 (excludes Blades)	Annual Price	\$ 725.44
811212	OSSNS	SUN/ORACLE SPARC System Support	Small System newer than 2010 (1-2 CPU, 1 -16 GB Memory, 10 or less drives) 24x7 (excludes Blades)	Annual Price	\$ 483.63
SOFTWARE MAINTENANCE					
54151	3KS4SWS	HP3000 System Support	Small System (1-2 CPU, 1 -4 GB Memory, 10 or less drives) 24x7 Response with Operating Software	Annual Price	\$ 9,711.84
54151	3KL4SWS	HP3000 System Support	Large System (3 or more CPU, Over 4GB Memory, 11 or more drives) 24x7 Response with Operating Software	Annual Price	\$ 15,234.26
54151	9KS4SWS	HP9000 System Support - PA-RISC CPU	PA-RISC Small System (1-2 CPU, 1 -4 GB Memory, 10 or less drives) 24x7 Response with Operating Software	Annual Price	\$ 4,836.27
54151	9KL4SWS	HP9000 System Support - PA-RISC CPU	PA-RISC Large System (3 or more CPU, Over 4GB Memory, 11 or more drives) 24x7 Response with Operating Software	Annual Price	\$ 8,947.10

Maintenance Note 1: Volume Discount for 20+ serves at the same location = Additional 5 discount%.

CLOUD COMPUTING SERVICES					
518210C	CCU	Cloud Computing Units	Units may be applied to Cloud based computing and application services: IaaS, PaaS, SaaS.	Per Unit	\$ 86.65

Training Courses

SIN	COURSE TITLE	Course Length	Minimum Participants	Maximum Participants	GSA PRICE PER PERSON (includes IFF)
LINUX COURSES					
611420	Linux Fundamentals GL-120 Provides essential skills needed to be proficient at the Unix or Linux command line. This is a five (5) day course, 9am-5pm, providing a solid foundation for other Guru Labs courses.	5	4	12	\$ 1,813.60
611420	Enterprise Linux System Administration GL-250 Installing, configuring, securing, and maintaining Linux Systems. This is a five (5) day course, 9am-5pm, providing critical knowledge for every Linux administrator.	5	4	12	\$ 1,994.96
611420	Enterprise Linux Networking Services GL-275 Configuring and securing a wide range of network services: DNS, LDAP, HTTP, FTP, SMB/CIFS, SMTP, POP, IMAP with Blind, OpenLDAP, Apache, Squid, vsftpd, Samba, Postfix, Dovecot, and Cyrus. This is a five (5) day course, 9am-5pm.	5	4	12	\$ 1,994.96
611420	Enterprise Linux Security Administration GL-550 This course focuses on using the latest advances in Linux security to secure both the base OS, and a collection of the most popular applications. Advanced security technologies such as Kerberos and SELinux are covered. This is a five (5) day course, 9am-5pm.	5	4	12	\$ 2,357.68
611420	Linux Troubleshooting GL-314 Learn troubleshooting of Linux systems through extensive troubleshooting labs; 25% lecture, and 75% lab. This is a five (5) day course, 9am-5pm.	5	4	12	\$ 2,176.32
611420	Linux Shell Scripting GL-375 Provides skills necessary to automate tasks on a Unix or Linux system. This is a two (2) day course, 9am-5pm.	2	4	12	\$ 906.80
611420	Linux for Unix Administrators GL-615 A fast paced combination of the GL-250 "Enterprise Linux Systems Admin", and GL-275 "Enterprise Linux Networking Services", geared toward Experienced Unix administrators. Particular focus is given to translating Solaris and HP-UX skills to Linux. This is a five (5) day course, 9am-5pm.	5	4	12	\$ 2,357.68

FLEX TRAINING UNITS for VASKE DELIVERED COURSES ONLY

611420	ED Units: 1-499 unit Kit 1 Unit = \$100 toward Commercial Price of Courses.	N/A	N/A	N/A	\$ 81.61
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Training Note 1: Classroom Training: You train in person at a Collier IT facility or at your location. (Minimum enrollments may be applicable if delivered at your location). Includes in-class demonstrations and hands-on labs.

Training Note 2: Live Virtual Class (LVC): You watch live classes as they're happening, in real-time, from anywhere with an Internet connection. Collier IT Instructors teach live students in a "virtual" classroom; you attend these courses online. Includes demonstrations and hands-on labs.

Labor Categories

SIN(s) PROPOSED	PROFESSIONAL SERVICE	GSA HOURLY RATE (including IFF)
*** ONSITE *** (GOVERNMENT SITE)		
54151S	Administrator II PS-CIT-SA-02	\$ 111.54
54151S	Administrator III PS-CIT-SA-03	\$ 131.18
54151S	Administrator IV PS-CIT-SA-04	\$ 160.30
54151S	Subject Matter Expert I PS-COT-SME-01	\$ 169.27
54151S	Subject Matter Expert II PS-COT-SME-02	\$ 214.11
54151S	IT Architect I PS-CIT-ITA-01	\$ 227.20
54151S	IT Architect II PS-CIT-ITA-02	\$ 268.51
54151S	IT Architect III PS-CIT-ITA-03	\$ 317.38
54151S	IT Architect IV PS-CIT-ITA-04	\$ 376.32
54151S	Project Assistant II PS-CIT-PA-02	\$ 209.57
54151S	Program Manager PS-CIT-PGM	\$ 249.87