

**AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-33 Perpetual Software Licenses  
FSC Class 7030 Information Technology Software

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

Special Item No. 132-50 Training Courses (FPDS Code U012)

Special Item No. 132-51 Information Technology (IT) Professional Services  
FPDS Code D301 IT Facility Operation and Maintenance  
FPDS Code D302 IT Systems Development Services  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D307 Automated Information Systems Design and Integration Services  
FPDS Code D308 Programming Services  
FPDS Code D310 IT Backup and Security Services  
FPDS Code D311 IT Data Conversion Services  
FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services  
FPDS Code D316 IT Network Management Services  
FPDS Code D317 Creation/Retrieval of IT Related Automated News Services, Data Services, or  
Other Information Services  
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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Contract Number: **GS-35F-5558H**

Period Covered by Contract: **2-26-1998 through 2-25-2018**

General Services Administration  
Federal Supply Service

Pricelist current through Modification #PO-0011, dated 29 May 2013

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



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**INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

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

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

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

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Ordering and Payment: Zel Technologies, LLC  
Attn: Contract Administration  
54 Old Hampton Lane  
Hampton, VA 23669

Contractors must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit cards for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance.

757-722-5565 (Phone)    757-325-1408 (Fax)

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

### 3. LIABILITY FOR INJURY OR DAMAGE:

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract  
 Block 16: Data Universal Numbering System (DUNS): 82-573-2993  
 Block 30: Type of Contractor - B. Other Small Business  
 Block 31: Woman-Owned Small Business - No  
 Block 34: Contractor's Taxpayer Identification Number (TIN)54-1788344  
 Block 40: Veteran Owned Small Business (VOSB): B: Other Veteran Owned Small Business

4a. CAGE Code: ONPX4

4b. Contractor has registered with the Central Contractor Registration Database

### 5. FOB DESTINATION

### 6. DELIVERY SCHEDULE

a. Time of Delivery: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33 Perpetual SW License	To be negotiated between the ordering agency and the Contractor
132-34 Maintenance of SW	
132-50 Training	
132-51 IT Professional Services	

b. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt (Telephonic replies shall be confirmed by the Contractor in writing). If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

### 7. DISCOUNTS:

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

- Prompt Payment: 0% - 0 days from receipt of invoice or date of acceptance, whichever is later.
- Quantity: none
- Dollar Volume: none

- d. Other Special Discounts (i.e. Government Education Discounts, etc.) none

**8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:**

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

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

None

**10. Small Requirements:** The minimum dollar of orders to be issued is \$5,000.00

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

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 - Maintenance of Software as a Service  
Special Item Number 132-51 - Information Technology Professional Services

- b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 – Training Courses

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

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.  
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number 301/975-2833.

**14. CONTRACTOR TASKS/SPECIAL REQUIREMENTS:**

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed at time and a half of the labor rate).

## 15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

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

## 16. GSA ADVANTAGE!

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

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

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

## 17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

## 18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

**19. OVERSEAS ACTIVITIES:**

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

None

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

**20. BLANKET PURCHASE AGREEMENTS (BPAs):**

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

**21. CONTRACTOR TEAM ARRANGEMENTS:**

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

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

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

### **23. SECTION 508 COMPLIANCE.**

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

Yes

No

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

### **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES:**

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

### **25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION**

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

### **26. SOFTWARE INTEROPERABILITY**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of

participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

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

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL  
ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its 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. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS)  
AGREEMENT REQUIREMENTS**

**The Contractor shall provide all Enterprise User License and Terms of Service Agreements in an editable format.**

**3. GUARANTEE/WARRANTY**

a. ZelTech warrants the Software as licensed shall perform materially in accordance with its User Guide on the Designated System for a period of ninety (90) days from Delivery by ZelTech. For any breach of the warranty, Customer's exclusive remedy, and ZelTech's entire liability, shall be correction of the Software errors that cause the breach of warranty, or if ZelTech is unable to make the Software operate as warranted, Customer shall be entitled to recover the fees paid for the applicable Software license. [Note: "Designated System" means Software platforms or systems generally supported by ZelTech. "Delivery" means when ZelTech provides Customer with access to the Software.]

ZelTech warrants that Customer Technical Support Services and other Services will be performed consistent with generally accepted industry standards. This warranty shall be valid for sixty (60) days from the performance of the relevant service. For any breach of the warranty, Customer's exclusive remedy, and ZelTech's entire liability, shall be the re-performance of the Services. If ZelTech is unable to re-perform the Services as warranted, Customer shall be entitled to recover the fees paid to ZelTech for the deficient Services. [Note: "Customer Technical Support Services" means ZelTech's technical support and maintenance services provided under ZelTech's policies in effect the date Customer Technical Support Services is ordered.]

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, ZELTECH MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ZELTECH DOES NOT REPRESENT OR WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE WILL MEET ITS REQUIREMENTS OR THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL SOFTWARE ERRORS WILL BE CORRECTED. ZELTECH DOES NOT WARRANT THIRD PARTY APPLICATIONS OR DATA ACCESSED BY ZELTECH'S SOFTWARE OR SERVICES.**

b. Limitation of Liability. Limitation of Liability is covered in Contractor's Software License and Services Agreement.

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**4. TECHNICAL SERVICES**

Technical Services are offered under Contractor's Customer Technical Service Support Policy in effect at the time the Customer's Technical Support Services are ordered. The Customer Technical Service Support Policy can be found as Attachment A at the end of this contract.

**5. SOFTWARE MAINTENANCE**

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

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

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

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 MAINTENANCE (SIN 132-34)**

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of 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. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)**

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is

placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **8. SOFTWARE CONVERSIONS - (SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

## **9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

[SynerVizion](#) (SV) was designed to empower users working with faster and ever increasing amounts of information in data rich environments. SV changes the paradigm of work, allowing users to spend less time searching for and aggregating information in preparation for work, making more time available for smarter collaborative execution and faster and more intelligent decision making. It was purposely designed to be simple, yet a very powerful tool, with ubiquitous applicability across multiple markets and at all levels within an organization offering a new approach to increasing productivity and efficiency, while saving time and reducing operational costs.

SV delivers powerful new ways to access, configure, visualize, use, and share digital content, creating actionable information in displays most helpful to each individual and team across an enterprise. SV is a client server application that sits on top of existing IT architectures as a .NET application. It leverages existing IT resources and empowers the user to maximize other applications and data sources by allowing them to do what they were designed to do best. SV can use other applications as data sources, while

maintaining and providing its native desktop functionality to all users. It enables individual users to create tailored layouts within seconds and minutes to handle tasks and functions within data rich environments that are optimized by each user across a broad range of functionalities; decision support, knowledge management, enterprise collaboration, and desktop /data source management, reporting, dashboarding, mashups and more. The product features event-triggered layout generation, geo-referencing and sophisticated data source management and sharing techniques that support business intelligence. These features can be mission critical to an organization. SV is a purposefully simple and very intuitive platform that is very easy to learn. It allows organizations to quickly employ it enterprise wide to gain new advantages and efficiencies from existing information technologies by aggregating data sources and services at desktop, conference room, or data wall levels, in a low cost, low risk, and reliable manner.

#### 10. RIGHT-TO-COPY PRICING

N/A

#### CONCURRENT PERPETUAL LICENSE PRICE LIST

MFR Part Number	Product Description	GSA Price with IFF	Country of Origin	SIN
SV-SR	SynerVizion Server license	\$5,034.98 per server	USA	132-33
SV-C01	SynerVizion concurrent user (1 - 25)	\$402.50 per client	USA	132-33
SV-C02	SynerVizion concurrent user (26 - 50)	\$377.31 per client	USA	132-33
SV-C03	SynerVizion concurrent user (51 - 75)	\$352.12 per client	USA	132-33
SV-C04	SynerVizion concurrent user (76 - 100)	\$326.93 per client	USA	132-33
SV-C05	SynerVizion concurrent user (101 - 200)	\$301.75 per client	USA	132-33
SV-C06	SynerVizion concurrent user (201 - 300)	\$276.56 per client	USA	132-33
SV-C07	SynerVizion concurrent user (301 +)	\$251.37 per client	USA	132-33
SV-M	SynerVizion customer support & maintenance IAW ZelTech support policy	19% of GSA price with IFF	USA	132-34

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES  
FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

**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

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

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MFR Part Number	Product Description	GSA Price with IFF	Country of Origin	SIN
TRN-U-U	SynerVizion - 1 day user training: at user's location, minimum 10/maximum 15 students	\$317.36 per student	USA	132-50
TRN-SA-U	SynerVizion - 1 day systems administrator training: at user's location, minimum 2/ maximum 5 students	\$362.70 per student	USA	132-50
TRN-U-Z	SynerVizion - 1 day user training: at ZelTech facility, minimum 5/maximum 10 students	\$272.03 per student	USA	132-50
TRN-SA-Z	SynerVizion - 1 day systems administrator training: at ZelTech facility, minimum 2/ maximum 10 students	\$317.36 per student	USA	132-50

<p style="text-align: center;"><b>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)</b></p>
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**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 Contractors facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

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 Professional 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

(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 -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I - OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## 7. RESPONSIBILITIES OF THE CONTRACTOR

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

## 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

## 9. INDEPENDENT CONTRACTOR

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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

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(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**

**a. IT Professional Services Offered:**

**IT Facility Operation and Maintenance (FPDS CODE D301):** ZELTECH provides a wide variety of information technology facility operation and maintenance services. We support the complete facility life cycle from helping a customer derive specific technical requirements from evolving operational needs; to completing the conceptual and detailed design for IT design and physical layouts; to procuring and installing IT, support, and high-end display equipment; to providing long term maintenance and support. This support can be of a highly technical nature such as installing and configuring equipment and off-the-shelf software, to more administrative tasks such as computer and physical security services.

**IT Systems Development Services (FPDS CODE D302):** ZELTECH specializes in the design, development, integration, and maintenance of systems and software using customer-oriented practices. We work closely with the customer to ensure we share a common understanding of the clients' needs, provide a detailed technical design of the proposed software approach, develop the requested software using a disciplined software development process, then test the product with an independent group of test personnel in a controlled testing laboratory. At all phases of this process, the customer is provided unparalleled access to the systems' development and progress. These systems could be relatively simple software applications, potentially built on top of commercial off-the-shelf software such as Microsoft Access™, or large, complex systems built up from distributed processors operating over local or wide area networks. This process can be easily tailored to rapidly develop software/system prototypes in an iterative fashion with close and routine customer interaction or following the more traditional waterfall model. In either case, our development services include software design, physical and logical database design, test planning and execution, configuration management, and quality assurance. In all cases, ZELTECH develops and delivers software/system documentation in accordance with a customer approved methodology.

**IT Systems Analysis Services (FPDS CODE D306):** ZELTECH utilizes a disciplined approach to analyze, design, and optimize a wide variety of operational, information, scientific, and business systems and processes. We use a series of detailed modeling and analytical techniques to work with a client, documenting their needs and processes, then presenting the findings for approval of the requirements document baseline. This modeling process not only documents high level needs, but also provides a detailed understanding of very detailed data/information requirements including accuracy and timeliness studies. Following agreement on these foundation documents, ZELTECH works with the customer to highlight needs and develop strategies for process improvement and/or system implementation. Included in this service area are the technologies and methodologies required to analyze legacy systems (commonly operating on older, unsupported hardware) and designing/implementing low-risk modernization efforts to retain legacy data libraries and

software capabilities while updating hardware suites to today's standards. As above, ZELTECH develops and delivers software/ system documentation in accordance with a customer approved methodology.

**Automated Information Systems Design and Integration Services (FPDS CODE D307):**

ZELTECH designs, integrates and supports a broad series of systems. We maintain the capability, using multiple state-of-the-art tools, to integrate legacy and/or newly developed software applications to operate in homogeneous or heterogeneous networked systems. Our services include, but are not limited to, system requirement analysis, design, throughput engineering, component procurement, installation, performance monitoring, training, security, and support (at any classification level.) Of specific interest, ZELTECH is highly experienced in systems integration to a directed target architecture or series of user documented standards (such as the Department of Defense's Defense Information Infrastructure Common Operating Environment.) This approach allows the modernization of old applications and development of new capabilities, and optimizes their integration into target architectures. These networks can be integrated over local or wide areas, in either secure or unsecured environments. Again, documentation and training can be developed to meet customer needs.

**Programming and Millennium Conversion Services (FPDS CODE D308):** ZELTECH develops software applications in multiple conventional, military, and emerging higher order languages. As discussed above, our software development methodology can be easily tailored to meet any customer-desired model from the informal development of prototypes to the more traditional waterfall software development model. All these models incorporate design, code, unit test, integration test, and overall system test procedures, tailored to individual customer needs. In addition, ZELTECH is a leader in providing millennium conversion solutions to its customers. As a Y2K solutions provider, we can make available the talents of experienced computer scientists, engineers, programmers, subject matter experts, analysts, and program managers to help solve Y2K problems. This wealth of talent enables us to assemble integrated teams of functional and technical experts to fully assess requirements and meet your needs. The ZELTECH Y2K approach employs proven strategies that support each of the five phases of Awareness, Assessment, Renovation, Validation, and Implementation that should be addressed in solving Y2K problems.

**IT Backup and Security Services (FPDS CODE D310):** ZELTECH offers backup and security services using a wide variety of local and remote techniques. These services include firewall development and installation, on-site backup, and remote site management. In addition, we develop highly customized automated tools and process management to provide data warehousing services to store and provide data validity checking/confirmation on numerous data types.

**IT Data Conversion Services (FPDS CODE D311):** ZELTECH provides IT conversion services across the spectrum of user needs. We can support conversion, update, and maintenance of databases, software applications, and networks. Examples of our services include, but are not limited to, detailed technical analysis of conversion requirements, overall target system design to host the converted data, data warehousing of legacy and converted data, test and verification of conversion fidelity and system performance, and post-conversion training and maintenance. As always, ZELTECH will deliver system/data documentation developed to meet customer needs.

**IT Network Management Services (FPDS CODE D316):** ZELTECH offers all facets of network support. Services offered include, but are not limited to, network requirements analysis, design, competitive component procurement, installation, local and remote operation and status monitoring, firewall implementation, security analysis and design, training, and network interoperability engineering. ZELTECH is also experienced in network conversions, including network operating system upgrades, bandwidth analysis and upgrade, and the integration of fast switched controllers. In addition, these services can be provided in classified or unclassified environments, without interrupting customer operations. ZELTECH will provide network technical documentation and training to meet customer needs.

**Automated News Services, Data Services, or Other Information Services (FPDS CODE D317):** ZELTECH provides a wide variety data services. Many of these services are highlighted in other paragraphs such as data conversion, warehousing, etc.; however, we also provide the processes and technologies to manage data as a separate and key part of automated systems. To accomplish this, we provide a series of

data input, conversion, validation, and verification tools designed to ensure the fidelity of the data processed by the customers' target systems. In addition, accurate data is critical to the effective and accurate test and evaluation of automated decision support systems. ZELTECH provides the realistic data for the test of these key systems, and can provide the test data/scripts at any classification level requested by the customer. ZelTech also is a national leader in the use of meta-data based systems to extend the use of emerging database technologies.

**Other Information Technology Services, Not Elsewhere Classified (FPDS CODE D399):**

Information Technology is ZELTECH'S core business area. We support all aspects of IT initiatives. Examples of other services include, but are not limited to, independent program management for IT efforts being developed by other vendors; independent verification and validation of IT initiatives; risk management/evaluation; and test and evaluation planning, execution, data reduction, and reporting. In addition, ZELTECH provides a myriad of geographical information system support services in four primary areas: digital cartography, imagery analysis (optical, multi/hyper spectral, and radar), terrain database development and conversion, and the development and maintenance of virtual reality databases for distributed interactive simulations. ZELTECH also provides a variety of modeling and simulation services including database development/support, simulation script development/execution, simulator/stimulator design and implementation, and operations concept validation.

**Labor Category Descriptions****DIVISION MANAGER:**

Organizes research into coherent tasks and monitors staff work to ensure the quality and timeliness of the product. Extensive working knowledge/familiarity with DoD and Air Force automated data processing (ADP) policies and procedures. In-depth knowledge of DoD organizational structures, functions and procedures, as well as command relationships and responsibilities. Knowledge in DoD systems including: ground, airborne, space-based and C4I systems.

EDUCATION/EXPERIENCE. Division managers shall be at least one level above the program manager, and responsible for evaluating the program manager's performance. Individual shall possess a Master's degree; have at least twelve years of experience directly applicable to the work supervised; have at least eight years experience with governmental contracts; and have five years experience as a program manager on other governmental contracts. Additional experience in the field may serve as a substitute for the degree requirement. The Division manager must be in a policy making position.

**PROGRAM MANAGER:**

Responsible for planning and directing the performance of programs including cost, schedule and personnel. Responsible for project quality control ensuring that deliverables are produced on schedule and within budget. Corporate liaison to the customer.

EDUCATION/EXPERIENCE. Individual shall possess a Master's degree and have at least ten years experience directly applicable to the work supervised; demonstrate the ability to evaluate and propose solutions to complex organizational, technical, and analytical problems; be knowledgeable in engineering, technical management, and project management. Additional experience in the field may serve as a substitute for the degree requirement.

**PRINCIPAL INVESTIGATOR:**

Possesses acknowledged reputation within a given scientific, technical, functional, or management field. Shall have considerable experience in government and/or industry at the mid to senior level with high responsibilities for funding and personnel. Several referred presentations should be demonstrated. An experience track should reflect increasing levels of responsibility.

EDUCATION/EXPERIENCE. Individual shall possess a Doctorate degree; have at least twelve years of experience directly applicable to the work supervised; have at least eight years experience with governmental contracts; and have five years experience as a program manager on other governmental contracts. Additional experience in the field may serve as a substitute for the degree requirement.

**QA MANAGER:**

Establishes process improvement and re-engineering methodologies and principles to conduct process modernization projects. Develops functional area process and data models for use in designing and building integrated shared software and database management systems.

EDUCATION/EXPERIENCE. Individual shall possess a Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related scientific technical discipline; have at least six years experience in configuration management, verification and validation, software testing and integration, software metrics and their application to software quality assessment. Additional experience in the field may serve as a substitute for the degree requirement.

**SENIOR ENGINEER:**

Develops and modifies complex systems and develops complex subsystems to enhance the overall operational system. Applies analytical techniques when gathering information from users, defining work problems, designing a system of computer programs, and developing procedures to resolve the problems. Develops complete specifications to enable computer programmers to prepare required programs. Review task proposal requirements, gathers information, analyzes data, prepares project synopses, compares

alternatives, prepares specifications for programs, resolves processing problems, coordinates work with programmers, and orients users to new systems.

**EDUCATION/EXPERIENCE.** Individual shall possess a Master's degree in engineering, computer science, or a related scientific field, and have at least ten years of experience in the technical discipline required to perform the task order. Additional experience in the field may serve as a substitute for the degree requirement.

**SENIOR TEST ENGINEER:**

Manages team that provides test planning and reporting support. Supports overall program definition by interpreting and translating contractual tasking into system requirements and maintaining clear traceability from high level system requirements to software work packages.

**EDUCATION/EXPERIENCE.** Individual shall possess a Master's degree in engineering, computer science, information systems or a related scientific or technical field. Must have at least six years of experience in information systems test and management. Additional experience in the field may serve as a substitute for the degree requirement. Must have proven ability to work independently or under only general direction on complex application problems.

**SENIOR SYSTEMS ANALYST:**

Provides technical and administrative contract support, leading teams performing design applications, software test, and requirements analysis. Analyzes software to determine current capabilities and system functions. Develops plans for ADP systems throughout the entire software development life-cycle. Develops and modifies complex systems and develops complex subsystems to enhance the overall operational system. Reviews task requirements, gathers information, analyzes data, prepares synopses, compares alternatives, prepares specifications, resolves processing problems, coordinates work with programmers, and orients users to new systems.

**EDUCATION/EXPERIENCE.** Individual shall possess a Master's degree in engineering, computer science, or in a field related to the area of work. Must have at least eight years of experience in the technical discipline required to perform the task order. Additional experience in the field may serve as a substitute for the degree requirement.

**SENIOR INTELLIGENCE ANALYST:**

Duties and responsibilities require creativity, judgment involving unusual and complex analytical problems, determining program objectives and requirements, and developing standards and guides for diverse analytical activities. Must have in-depth knowledge of DoD intelligence organizational structures, functions and procedures, as well as command relationships and responsibilities. Requires knowledge in DoD systems including: ground, airborne, space-based and C4I systems. Prepares status reports and deliveries/presentations on the effort for colleagues, subordinates, and end user representatives.

**EDUCATION/EXPERIENCE.** Individual shall possess a Master's degree, and have at least eight years experience in intelligence system initiatives. Additional experience in the field may serve as a substitute for the degree requirement.

**LEAD SOFTWARE ENGINEER**

Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinate with the Program Manager to ensure problem solution and user satisfaction. Provides daily supervision and direction to technical staff.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific or technical field. Must have at least eight years of experience in analysis and design of business applications on complex systems for large-scale computers, data base management, and/or use of relevant programming languages . Additional experience in the field

may serve as a substitute for the degree requirement. Must have proven ability to work independently or under only general direction on complex application problems.

**SENIOR SOFTWARE ENGINEER:**

Analyzes, designs, and codes computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for ADP systems from project inception to conclusion. Analyzes the problem and the information to be processed. Defines the problem, develops system requirements and program specifications, and prepares detailed flow charts, programs, and tests.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific or technical field. Must have at least six years of experience in analysis and design of business applications on complex systems for large-scale computers, data base management, and/or use of relevant programming languages. Additional experience in the field may serve as a substitute for the degree requirement. Must demonstrate the ability to work independently or under only general direction on requirements that are moderately complex to analyze, plan, program, and implement.

**CONFIGURATION MANAGER:**

Develops functional area configuration management practices for cataloging and tracking all documentation, hardware, and software developed on or used by a program. Evaluates and selects configuration management tools and standards. Coordinates with users and systems development personnel on releases of both system-level software and application software. Prepares configuration management plans and procedures.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific technical discipline. Must have at least six years experience in configuration management, verification and validation, testing and integration, software metrics and their application to software quality assessment. Additional experience in the field may serve as a substitute for the degree requirement.

**SYSTEMS ANALYST:**

Provides technical and administrative expertise in performing design applications, software test, and requirements analysis. Analyzes software to determine current capabilities and system functions. Develops plans for ADP systems throughout the entire software development life-cycle. Develops and modifies complex systems and develops complex subsystems to enhance the overall operational system. Reviews task proposal requirements, gathers information, analyzes data, prepares project synopses, compares alternatives, prepares specifications for programs, resolves processing problems, coordinates work with programmers, and orients users to new systems.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in engineering, computer science, or in a field related to the area of work. Must have at least six years of experience in the technical discipline required to perform the task order. Additional experience in the field may serve as a substitute for the degree requirement.

**TEST ENGINEER:**

Analyzes, develops and executes ADP system test plans and procedures. Coordinates closely with programmers and functional users to ensure proper implementation of system tests.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. Must have at least four years experience in information systems test and management. Additional experience in the field may serve as a substitute for the degree requirement. Must demonstrate the ability to work independently or under only general direction on requirements that are moderately complex to analyze, plan, program, and implement.

**SYSTEM ADMINISTRATOR:**

Responsible for providing system/network administration, engineering, and programming support in a UNIX and PC environment to include hardware, software and network configuration for software development, integration and testing activities. Provides expert analysis of system architecture and design, and makes necessary modifications to facilitate system growth and capability enhancements. Supports worldwide system deployments for exercise, demonstration, training, and delivery/installation.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in computer science or a related technical discipline, and have at least four years experience in providing networking solutions and support services, requirement's analysis, systems design, and network systems administration on a variety of different network and software products. Additional experience in the field may serve as a substitute for the degree requirement.

**SOFTWARE ENGINEER:**

Analyzes, develops and codes computer software programs for engineering, business, and records management functions. Analyzes the problem and the information to be processed.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific or technical field. Must have at least four years of experience in use of relevant programming languages. Additional experience in the field may serve as a substitute for the degree requirement. Must demonstrate the ability to work independently or under only general direction on requirements that are moderately complex to analyze, plan, program, and implement.

**FUNCTIONAL ANALYST:**

Provides functional and administrative expertise in developing requirements for integrated ADP applications, and software test. Analyzes software to determine current capabilities and system functions. Reviews task requirements, gathers information, analyzes data, prepares synopses, and compares alternatives.

**EDUCATION/EXPERIENCE.** Individual shall possess Bachelor's degree in Computer Science, Information Systems, Business, or other related discipline. Must have at least six years experience in functional knowledge of task order specific requirements, or developing functional requirements for complex integrated ADP systems.

**DATABASE ENGINEER:**

Designs database structures for engineering, business, and records management functions. Analyzes the problem and the information to be processed. Validates database design, engineers data distribution architectures, and creates data dictionaries. Utilizes automated tools in performance of these tasks.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific or technical field. Must have at least four years of experience in database management and the use of relevant programming languages. Additional experience in the field may serve as a substitute for the degree requirement. Must demonstrate the ability to work independently or under only general direction on requirements that are moderately complex to analyze, plan, program, and implement.

**PROGRAMMER:**

Analyzes, develops and codes computer software programs for engineering, business, and records management functions. Analyzes the problem and the information to be processed.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in Computer Science, Information Systems, Engineering or other related scientific or technical field. Must have at least one year of experience in use of relevant programming languages. Additional experience in the field may serve as a substitute for the degree requirement. Reviews objectives and assignment details with higher level staff to insure thorough understanding; seeks assistance when guidelines are inadequate or when unanticipated problems arise.

**JUNIOR PROGRAMMER:**

Assists in analyzing, developing and coding computer software programs for engineering, business, and records management functions.

**EDUCATION/EXPERIENCE.** Individual shall possess an Associate's degree in Computer Science, Information Systems, Engineering or other related scientific or technical field. Must have at least one year of experience in use of relevant programming languages. Additional experience in the field may serve as a substitute for the degree requirement. Reviews objectives and assignment details with higher level staff to insure thorough understanding; seeks assistance when guidelines are inadequate or when unanticipated problems arise.

**PROJECT ADMINISTRATOR:**

Provides cost and status reporting on a weekly, bi-weekly and/or monthly basis. Provides technical and administrative assistance to Program Managers regarding financial program issues, concerns or impacts.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree and at least four years of experience as a financial/project administrator. Additional experience in the field may serve as a substitute for the degree requirement.

**COMPUTER SECURITY SPECIALIST:**

Analyzes criteria for access controls, storage, reproduction, transmission, and destruction of data maintained by automated systems requiring protection. Performs computer security assessments and evaluations of sensitive but not classified systems. Plans and conducts quantitative and qualitative security risk analyses, security evaluations and audits of information processing systems. Determines computer security compliance and effectiveness of information processing systems.

**EDUCATION/EXPERIENCE.** Individual shall possess a Bachelor's degree in Computer Science, Engineering, Mathematics, or equivalent and at least six years experience in the field. Additional experience in the field may serve as a substitute for the degree requirement.

b. Pricing for all IT Professional Services

**INFORMATION TECHNOLOGY SCHEDULE PRICELIST**  
OPTION PERIOD 3

LABOR CATEGORY	LABOR RATES				
	YEAR 1 2/13-2/14	YEAR 2 2/14-2/15	YEAR 3 2/15-2/16	YEAR 4 2/16-2/17	YEAR 5 2/17-2/18
Division Manager	\$217.34	\$228.21	\$239.62	\$251.60	\$264.18
Program Manager	\$159.80	\$167.79	\$176.18	\$184.99	\$194.24
Principal Investigator	\$249.45	\$261.92	\$275.02	\$288.77	\$303.21
QA Manager	\$139.87	\$146.86	\$154.21	\$161.92	\$170.01
Senior Engineer	\$154.21	\$161.92	\$170.02	\$178.52	\$187.45
Senior Test Engineer	\$126.36	\$132.67	\$139.31	\$146.27	\$153.59
Senior Systems Analyst	\$148.38	\$155.79	\$163.58	\$171.76	\$180.35
Senior Intelligence Analyst	\$156.72	\$164.56	\$172.79	\$181.43	\$190.50
Lead Software Engineer	\$156.02	\$163.82	\$172.01	\$180.61	\$189.64
Senior Software Engineer	\$140.35	\$147.37	\$154.74	\$162.48	\$170.60
Configuration Manager	\$140.99	\$148.04	\$155.45	\$163.22	\$171.38
Systems Analyst	\$137.93	\$144.82	\$152.07	\$159.67	\$167.65
Test Engineer	\$104.03	\$109.24	\$114.70	\$120.43	\$126.45
System Administrator	\$136.64	\$143.47	\$150.64	\$158.17	\$166.08
Software Engineer	\$118.49	\$124.42	\$130.64	\$137.17	\$144.03
Functional Analyst	\$136.11	\$142.92	\$150.06	\$157.57	\$165.44
Database Engineer	\$124.87	\$131.11	\$137.66	\$144.55	\$151.78
Programmer	\$93.07	\$97.73	\$102.61	\$107.74	\$113.13
Junior Programmer	\$76.13	\$79.93	\$83.93	\$88.12	\$92.53
Project Administrator	\$102.70	\$107.84	\$113.23	\$118.89	\$124.83
Computer Security Specialist	\$135.35	\$142.11	\$149.22	\$156.68	\$164.51

These rates are applicable to services in ZelTech's facilities

*Last update May 2013*

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<p style="text-align: center;"><b>USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS</b></p>
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**PREAMBLE**

ZELTECH provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

**COMMITMENT**

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Mr. Charles (Chuck) Mitchell, Vice President, Business Development; Phone: 757-722-5565; Fax: 757-722-5227; Email: [chuck.mitchell@zeltech.com](mailto:chuck.mitchell@zeltech.com).



BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

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

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

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

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

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

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

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

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

Here is a general outline on how it works:

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

Zel Technologies, LLC  
54 Old Hampton Lane  
Hampton, VA 23669



# Zel Technologies, LLC ("ZelTech") Customer Technical Support Services Policy

Policies and Procedures Governing  
Maintenance and Support Offerings

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## Objectives and Overview

- Provide quality Customer Technical Support Services to customers by minimizing holding time on the phone and waiting time for the response via e-mail or fax.
- Provide customers with ongoing status updates for problems not resolved on the first call.
- “You” and “your” refers to the individual or entity that has ordered Customer Technical Support Services from ZelTech or an authorized ZelTech Reseller.
- This policy is subject to change at ZelTech’s discretion except that ZelTech’s policy changes will not result in a material reduction in the level of the services provided for supported Software during the Support Period (defined below) for which fees for technical support services have been paid.

## How to Contact Us

To contact ZelTech customer support, please use one of the following methods:

- Email – [svsupport@zeltech.com](mailto:svsupport@zeltech.com)
- Phone – 888/790-5368 or 757/722-1377

ZelTech standard business hours are 9 a.m. to 5 p.m. Monday through Friday, except for holidays observed by ZelTech.

We recommend that all support requests be submitted via email to enhance the process of reporting, tracking and resolving issues.

## How to Receive Support Services

As a customer, you can receive ZelTech Customer Technical Support Services as soon as:

The ZelTech Software is properly licensed by you and you have a valid contract with ZelTech, and you have registered with ZelTech support.

Customer Technical Support Services are provided for issues that are demonstrable or reproducible in the currently supported release(s) of a ZelTech licensed product, running unaltered, and on an appropriate hardware and operating system configuration, as specified in the product documentation.

## Registering with ZelTech Support

**Customer Support Contact:**

Unless your contract with ZelTech provides otherwise, you can designate up to two support contacts within your organization.

The role of the customer support contact is to serve as the first level of support for your organization, to log technical support issues for everyone in your organization, and to contact ZelTech support in case of a technical problem.

**Registering your Customer Support Contacts:**

E-mail ZelTech support to register your support contacts, with the following information: contact name, email address, telephone number and work address.

## Support Plan Features

**Software Updates:**

"Update" means a subsequent release of the Software, which ZelTech generally makes available for licensed installations to its Supported customers at no additional license fee, provided you have purchased Customer Technical Support Services for such licenses for the relevant time period. Updates do not include any release, option or future software that ZelTech licenses separately .

Software Updates is the base level for all ZelTech Support Services and consists of:

- Major releases (as defined below)

- Minor and Service Releases (as defined below)
- Patches
- Documentation updates
- Bug fix information

Updates are provided during the Support Period (as defined below) on a schedule determined by ZelTech. ZelTech is under no obligation to develop any future software or functionality. Customer support contacts are notified when Updates become available. Zel Technologies will provide download information; you are responsible for downloading and installing the Updates.

### Technical Support

ZelTech's standard business hours are 9 a.m. to 5 p.m. Eastern Standard Time (EST), except for holidays observed by ZelTech.

ZelTech is not obligated to provide other Support Services or levels, including Support directly to your end users or customers or any other third party.

You can expect our Support to include:

- Problem isolation and identification
- Reporting, fixes, and follow-up as appropriate
- Support to one server installation
- Patch releases

Our Support does not include:

- Complete installation or step-by-step assistance for installation of ZelTech's Software.
- ZelTech does offer System Administrator training covering installation.
- Debugging or inspecting non-ZelTech Software implementations that contain user-written code.
- Provision of exact steps on how to achieve a customization of the ZelTech Software application.

### **What to do Prior to Logging a Service Request**

Before contacting ZelTech Support, please follow the general checklist provided below:

- Ensure that you are registered as a customer support contact.
- Review the Software User Guide and Documentation.
- Ensure that you have a supported system configuration as specified in the System Administrator's Manual.
- Document, to the extent possible, all pertinent information regarding your deployment: Software and version, hardware and operating system with model number and configuration of the hardware and versions of third party software applications, description of the problem including error messages, and the circumstances under which problem occurred, including the events and actions leading up to the problem.
- Prepare a minimum reproducible case. When submitting a service request, your support contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist ZelTech in diagnosing and triaging the problem.

Problem Severity	Response Goals
<p><b>1 – Severe</b> The application is down or seriously impacted and there is no reasonable workaround currently available (system crashes or panics, corrupted data). The customer is prevented from performing a critical application function.</p>	<p>ZelTech responds within 2 local business hours unless outside ZelTech customer support hours.</p>
<p><b>2 - High</b> The application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use. The customer is able to perform job functions but performance of the function is degraded or limited.</p>	<p>ZelTech responds within 4 local business hours unless outside ZelTech customer support hours.</p>
<p><b>3 - Medium</b> The application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround. Customer job function is largely unaffected</p>	<p>ZelTech responds within 1 business day within ZelTech customer support hours.</p>
<p><b>4 – Low</b> Non-critical issues, general questions, enhancement requests. Minimal system impact; includes feature requests and other not critical questions.</p>	<p>ZelTech responds within 3 business days within ZelTech customer support hours.</p>

Response time is the time it takes to answer the initial contact on a service request, and assumes the support request was properly filed through documented procedures. Response time is based on reasonable efforts and is a resolution goal and should not be interpreted as a guarantee of service. Response times are provided as a typical response times to incident submissions and in no way create a legal requirement for ZelTech to always provide such response in the stated way.

Incident resolution is defined as accomplishing any one of the following:

- Providing a reasonable solution to the incident;
- Providing a reasonable work-around to the incident; or
- Escalation of the incident to ZelTech engineering for review.

### TECHNICAL SUPPORT LIFE CYCLE

#### Software Release Definitions and Numbering:

ZelTech uses a three-place numbering scheme to designate released versions of software. The format is VV.RR-MM, where V indicates the version, R indicates the release level and MM indicates the maintenance level. An example would be Version 3.0-1 (abbreviated 3.0-1).

A Major Release means major enhancements to product functionality. A change in the VV number denotes a major release, e.g. 3.0-1. A Major Release does not include any release, option, or future software that ZelTech licenses separately as a new release or product.

A minor release introduces enhanced functionality on a smaller scale. A change in the RR number denotes a minor release, e.g. 3.1-1.

A service release contains resolutions to a number of problems that have been identified in the product. A change in the MM numbering denotes a service release, e.g. 3.1-2.

**Support Cycle:**

When a Major Release is made available, ZelTech will continue to provide maintenance support for the prior Major Release for a period of at least 365 days from the declared released date of the new Major Release.

Maintenance support includes software Updates.

When a Minor release is made available, ZelTech will continue to provide maintenance support for the prior Minor release for a period of 365 days from the declared release date of the new minor release. ZelTech will only provide maintenance support for the last two Minor releases at any given time. For example, if ZelTech has released versions 3.0, 3.1 and 3.2, it will only provide maintenance support for 3.1 and 3.2.

**End of Life:**

In an effort to continuously enhance and improve our product offering, it may become necessary as a part of ZelTech's product lifecycle to declare that a particular product or product configuration is at the "end of life" stage and therefore, ZelTech reserves the right to de-support that product or product configuration.

De-support Notices are provided to you by either mail or e-mail. De-support Notices contain de-support dates, information about availability of Maintenance Support and Assistance Support, and information about migration paths for certain features. De-support Notices are subject to change. ZelTech will provide updated De-support Notices as necessary.

## **CUSTOMER RESPONSIBILITIES**

As a customer of ZelTech's Support Services, you have the following responsibilities:

- You will provide ZelTech with access to your personnel and equipment during normal business hours. This access must include the ability to log in to the equipment on which the software is operating and to obtain the same access as the highest privilege level.
- You will provide supervision, control and management of the use of the software. In addition, you will implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the software or equipment. ZelTech will not be responsible for any loss of information or data while performing maintenance or as specified in Exclusions section.
- You will document and promptly report to ZelTech any errors or malfunctions of the software, and will freely provide ZelTech with all relevant and requested information regarding such errors or malfunctions. You will take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from ZelTech.
- You will maintain a current backup copy of all software and data.
- You will properly train your personnel in the use and application of the software and the equipment on which it is used.

Should you opt to not fully meet or perform your responsibilities as outlined above, ZelTech's ability to provide you with full and complete support under these policies will be significantly impaired. In this situation, ZelTech's sole obligation will be to use its good faith reasonable efforts to provide the services described in this policy.

## **SUPPORT TERMS**

**Technical Support Fees:**

Support fees are due and payable annually in advance of a support period, unless otherwise stated in your contract/ordering document with ZelTech. Failure to submit payment will result in the termination of support (subject to the cure period pursuant to the contract). The fees may be modified by ZelTech for each renewal term by written notice to the customer at least 90 days before the end of the relevant support period, but any increase in the fee will be subject to the terms of your contract/ordering document with ZelTech.

**Support Period:**

Technical Support is effective upon the effective date of the ordering document. Unless otherwise stated in your contract/ordering document, ZelTech technical support terms, including pricing, reflect a 12-month support period (the "Support Period"). All technical support services ordered or included for a support period and the related fees are non-cancelable and non-refundable, unless specified otherwise in your contract/ordering document with ZelTech. ZelTech is not obligated to provide technical support beyond the end of the support period.

**Reinstatement of Support:**

In the event that there is a lapse in Support, Licensee may reinstate Support only in accordance with ZelTech's then-current business policies concerning reinstatement which may require, among other things, to be determined at ZelTech's sole discretion: (i) payment to ZelTech of all Support fees that would have previously been paid had Customer continuously renewed Support plus the next upcoming annual Support period fees in conjunction with an upgrade of the Software to ZelTech's most current release, or (ii) repurchase of a license to the most current version of the Software.

**Matching Service Levels:**

When acquiring Technical Support, all licenses must be supported under the same Customer Technical Support Service level. You may not support a subset of licenses.

**Exclusions:**

Support does not include events arising from the following:

- Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by ZelTech; operation of the Software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use.
- Improper installation by customer or use of the Software that deviates from any operating procedures established by ZelTech in the applicable documentation.
- Software that does not incorporate all of the required Major, Minor, and Service Releases, Patches and other release(s) provided by ZelTech as part of your Support plan.
- Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than ZelTech or ZelTech's authorized representatives.
- Software, hardware, or technology of any third party other than ZelTech's (including those of the customer).

Services needed and requested as a result of any of the above, will be available to the customer at ZelTech's then-current consulting services rates.