A Department of Veterans Affairs CVE-Verified Service-Disabled Veteran-Owned Small Business (SDVOSB)

GSA Multiple Award Schedule

Contract Number: GS-35F-583GA
Contract Period: August 1, 2017 through July 31, 2022

Contact Info:
Dutch Ridge Consulting Group
295 Third Street
Suite 310
Beaver, PA 15009
www.drcg.us

gsa_schedules@drcg.us
(724) 923-6057

Online access to products and ordering information, terms and conditions, and current pricing are also available through the GSA Advantage! System (http://www.gsaadvantage.gov).

Pricelist current through Modification PS-A812 dated February 19, 2020.

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1 Introduction

Dutch Ridge Consulting Group delivers effective and efficient Information Technology solutions that address our clients' business, mission, and strategic challenges by leveraging experienced, highly capable professionals and proven solutions. We are innovators, collaborators, and problem solvers. We understand our clients' challenges and work daily to envision solutions to today's problems as well as those that may arise in the future. We have an extensive portfolio of services and solutions and are adept at integrating the best of our offerings with our select partners' abilities to quickly deliver innovative, effective, and efficient solutions. Dutch Ridge Consulting Group delivers value on each engagement by leveraging proven practices and methodologies, a customer-focused management framework, and a commitment to open and honest communication. If you have inefficient business processes, outdated information systems, an ineffective cybersecurity platform, or a need that you have not yet been able to address, let Dutch Ridge Consulting Group partner with you to demonstrate how we can address these and other challenges that inhibit your organization's ability to deliver the mission.

2   Awarded Special Item Number (SIN) Descriptions

Dutch Ridge Consulting Group has been awarded the following SINs under the GSA Multiple Award Schedule (MAS) contract.

33411: Purchasing of New Electronic Equipment (Old SIN: 132-8)
Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

511210: Software Licenses (Old SIN: 132-33)
Includes Term and Perpetual software licenses that meet the needs of federal, state, local, regional, tribal governments for commercial software, and software maintenance products.

54151: Software Maintenance Services (Old SIN: 132-34)
Includes software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software.

Software maintenance services includes person-to-person communications regardless of the medium used to communicate (i.e., telephone support, online technical support, customized support, and/or technical expertise which are charged commercially).

54151S: IT Professional Services (Old SIN: 132-51)
Includes Cloud services (all associated labor), Cognitive computing, Conversion and implementation support, Database planning and design, Internet of Things (IoT), IT project management, Migration services (of all kinds), Network services, Programming, Resources and facilities management, Systems analysis, design, and implementation; and Other services relevant to 29 CFR 541.400.

811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts (Old SIN: 132-12)
Includes Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment.

3 Information for Ordering Activities

3.1 Special Notice to Agencies: Small Business Participation

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

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

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

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

3.2 Geographic Scope of Contract

The geographic scope of the contract is all 50 states and U.S. territories.

3.3 Contractor's Ordering Address and Payment Information

Ordering Address:
Dutch Ridge Consulting Group
295 Third Street Suite 310
Beaver, PA 15009

Payment Address:
Dutch Ridge Consulting Group
295 Third Street Suite 310
Beaver, PA 15009

DRCG will accept the Government purchase card for payments equal to or less than the micro-purchase for oral or written orders under this contract. DRCG and the ordering agency may agree to use the Government purchase card 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 activities to obtain technical and/or ordering assistance: (724) 923-6057.

3.4 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.

3.5 Statistical Data for Government Ordering Office Completion of Standard Form 279

Block 9: Kind of Contract Action: G=Order/Modifications Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 080179594
Block 30: Type of Contractor: B=Other Small Business
Block 31: Woman-Owned Business: No
Block 37: Contractor's Taxpayer Identification Number (TIN): 81-1061569
Block 40: Veteran Owned Small Business (VOSB): A=Service Disabled Veteran Owned Small Business

CAGE Code: 7LAP3

Dutch Ridge Consulting Group is registered with the System for Award Management (SAM).

3.6 F.O.B. Point(s):

Destination

3.7 Delivery Schedule

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)
33411	To be determined by individual order, as negotiated by ordering activity and the contractor.
511210	To be determined by individual order, as negotiated by ordering activity and the contractor.
54151	To be determined by individual order, as negotiated by ordering activity and the contractor.
54151S	To be determined by individual order, as negotiated by ordering activity and the contractor.
811212	To be determined by individual order, as negotiated by ordering activity and the contractor.

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 activity, 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.

3.8 Discounts

Prices shown are NET Prices; Basic Discounts have been deducted.
  a. Prompt Payment: None
  b. Quantity: None
  c. Dollar Volume: None
  d. Other Special Discounts: None

3.9 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.

3.10 Statement Concerning Availability of Export Packing

Not applicable.

3.11 Small Requirements

The minimum dollar of orders to be issued is $500.

3.12 Maximum Order

The maximum order value for the following Special Item Numbers is as follows:

Special Item Number	Maximum Order Value
33411	Unlimited
511210	Unlimited
54151	Unlimited
54151S	Unlimited
811212	Unlimited

3.13 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.

3.14 Federal Information Technology/Telecommunication Standard 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.

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.

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.

3.15 Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2003)

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

b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub L. 99-234 and FAR Part 31 and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

h. Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

i. Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials, or resources, as necessary.

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

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

3.16 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, Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4).

3.17 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:
   a. Manufacturer; and
   b. Manufacturer's Part Number; and
   c. Product categories.

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

3.18 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-
   a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19)); and
   b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable; and
   c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
   d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

3.19 Contractor Commitments, Warranties and Representations

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

3.20 Overseas Activities

The terms and conditions of this contract shall apply to all orders for installation, maintenance, and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None

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

3.21 Blanket Purchase Agreements (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as —a simplified method of filling anticipated repetitive needs for supplies or services by establishing charge accounts with qualified sources of supply. The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up accounts with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature.

3.22 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.

3.23 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 be received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration, or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper

administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or SIN 811212.

3.24 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: **NO**

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

The EIT standard can be found at: www.Section508.gov/.

3.25 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.

3.26 Insurance – Work on a Government Installation (JAN 1997) (FAR 52.228-5)
   a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
   b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:
      (1)   For such period as the laws of the State in which this contract is to be performed prescribe; or
      (2)   Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
   c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

3.27 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 based on 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.

3.28 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).

4   Terms and Conditions Applicable to SIN 33411 (Old 132-8)

4.1   Material and Workmanship

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

4.2   Order

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

4.3   Transportation of Equipment

Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4.4   Installation and Technical Services

a. Installation

When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

b. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the   United States or the District of Columbia is a party for construction, alteration, or repair (including painting   and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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 apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration   and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for   applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or SIN 811212.

c. Operating and Maintenance Manuals

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

4.5   Inspection / Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The   ordering activity reserves the right to inspect or test any equipment that has

been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

4.6 Warranty

a. All equipment is guaranteed /warranted for a period of **365 days.** Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: **N/A – Work is performed at customer site**

4.7 Purchase Price for Ordered Equipment

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

4.8 Responsibilities of the Contractor

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

4.9 Trade-In of Information Technology Equipment

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

4.10 Pricing and Description of Equipment

Mfr	Part Number	Product Name	Item Description	Qty	Price
Violin	V-35-1G-10ISCSI	Violin 7300 Flash Array	35.2TB Licensed Raw Capacity Flash (64 VIMMs x 1TB) 8 x 10 GbE - SFP + iSCSI Concerto BASE SW (THICK, THIN, DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 411,405.54
Violin	V7300-35-1G-16FC	Violin 7300 Flash Array	35.2TB Licensed Raw Capacity Flash (64 VIMMs x 1TB) 8 x 16 Gb FC Interfaces Concerto BASE SW (THICK, THIN, DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 411,405.54

Mfr	Part Number	Product Name	Item Description	Qty	Price
Violin	V7300-70-1G-10ISCSI	Violin 7300 Flash Array	70.4TB Licensed Raw Capacity Flash (64 VIMMs x 1TB) 8 x 10 GbE - SFP + iSCSI Concerto BASE SW (THICK, THIN, DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 486,206.55
Violin	V7300-70-1G-16FC	Violin 7300 Flash Array	70.4TB Licensed Raw Capacity Flash (64 VIMMs x 1TB) 8 x 16 Gb FC Interfaces Concerto BASE SW (THICK, THIN, DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 486,206.55
Violin	V7450-8-1D-10ISCSI	Violin 7450 Flash Array	8.8TB Licensed Raw Capacity Flash (24 VIMMs X 1TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE ((DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 216,922.92
Violin	V7450-8-1D-16FC	Violin 7450 Flash Array	8.8TB Licensed Raw Capacity Flash (24 VIMMs X 1TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE ((DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 216,922.92
Violin	V7450-35-1G-10ISCSI	Violin 7450 Flash Array	35.2TB Licensed Raw Capacity Flash (64 VIMMs X 1TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 355,304.79
Violin	V7450-35-1G-16FC	Violin 7450 Flash Array	35.2TB Licensed Raw Capacity Flash (64 VIMMs X 1TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 355,304.79
Violin	V7450-35-1GH-10ISCSI	Violin 7450 Flash Array	35.2TB Licensed Raw Capacity Flash (64 VIMMs X 1TB), High Memory 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 392,705.29
Violin	V7450-35-1GH-16FC	Violin 7450 Flash Array	35.2TB Licensed Raw Capacity Flash (64 VIMMs X 1TB), High Memory 8 x 16 Gb FC Interfaces Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 392,705.29
Violin	V7450-70-1G-10ISCSI	Violin 7450 Flash Array	70.4TB Licensed Raw Capacity Flash (64 VIMMs X 1TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 430,105.79
Violin	V7450-70-1G-16FC	Violin 7450 Flash Array	70.4TB Licensed Raw Capacity Flash (64 VIMMs X 1TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 430,105.79
Violin	V7450-70-1GH-10ISCSI	Violin 7450 Flash Array	70.4TB Licensed Raw Capacity Flash (64 VIMMs X 1TB), High Memory 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 463,766.25
Violin	V7450-70-1GH-16FC	Violin 7450 Flash Array	70.4TB Licensed Raw Capacity Flash (64 VIMMs X 1TB), High Memory 8 x 16 Gb FC Interfaces Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 463,766.25
Violin	V7450-96-2G-10ISCSI	Violin 7450 Flash Array	96.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 531,087.15

Mfr	Part Number	Product Name	Item Description	Qty	Price
Violin	V7450-96-2G-16FC	Violin 7450 Flash Array	96.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 531,087.15
Violin	V7450-140-2G-10ISCSI	Violin 7450 Flash Array	140.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 643,288.66
Violin	V7450-140-2G-16FC	Violin 7450 Flash Array	140.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (DEDUP, CLONE, MIRROR, SNAP, ASYNC DR), SYMPHONY	Each	$ 643,288.66
Violin	V7600-96-2G-10ISCSI	Violin 7600 Flash Array	96.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 10 GbE - SFP + iSCSI BASE SW (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 546,047.36
Violin	V7600-96-2G-16FC	Violin 7600 Flash Array	96.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 16 Gb FC Interfaces BASE SW (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 546,047.36
Violin	V7600-140-2G-10ISCSI	Violin 7600 Flash Array	140.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 10 GbE - SFP + iSCSI BASE SW (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 665,728.97
Violin	V7600-140-2G-16FC	Violin 7600 Flash Array	140.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 16 Gb FC Interfaces BASE SW (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 665,728.97
Violin	V7650-8-1D-10ISCSI	Violin 7650 Flash Array	8.8TB Licensed Raw Capacity Flash (24 VIMMs X 1TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 201,962.72
Violin	V7650-8-1D-16FC	Violin 7650 Flash Array	8.8TB Licensed Raw Capacity Flash (24 VIMMs X 1TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 201,962.72
Violin	V7650-35-1G-10ISCSI	Violin 7650 Flash Array	35.2TB Licensed Raw Capacity Flash (64 VIMMs X 1TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 321,644.33
Violin	V7650-35-1G-16FC	Violin 7650 Flash Array	35.2TB Licensed Raw Capacity Flash (64 VIMMs X 1TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 321,644.33
Violin	V7650-70-1G-10ISCSI	Violin 7650 Flash Array	70.4TB Licensed Raw Capacity Flash (64 VIMMs X 1TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 396,445.34
Violin	V7650-70-1G-16FC	Violin 7650 Flash Array	70.4TB Licensed Raw Capacity Flash (64 VIMMs X 1TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 396,445.34

Mfr	Part Number	Product Name	Item Description	Qty	Price
Violin	V7650-96-2G-10ISCSI	Violin 7650 Flash Array	96.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 441,325.94
Violin	V7650-96-2G-16FC	Violin 7650 Flash Array	96.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 441,325.94
Violin	V7650-140-2G-10ISCSI	Violin 7650 Flash Array	140.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 10 GbE - SFP + iSCSI Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 553,527.46
Violin	V7650-140-2G-16FC	Violin 7650 Flash Array	140.7TB Licensed Raw Capacity Flash (64 VIMMs X 2TB) 8 x 16 Gb FC Interfaces Software: Concerto BASE (THICK, THIN, CLONE, MIRROR, SNAP), SYMPHONY	Each	$ 553,527.46
Violin	V-7700-16FC-U	Violin 7700 Modular Array Controller	16Gb FC	Each	$ 198,222.67
Violin	V-7700-10iSCSI-U	Support Extension	10GbE iSCSI	Each	$ 198,222.67
Violin	V-7700-STRETCH-U	Violin 7700 Modular Array Stretch Cluster Upgrade	(2xSwitch)	Each	$ 108,461.46
Violin	XVS-8-25	Violin XVS 8 Flash Array	XVS 8: 512GB DRAM, 32GFC (24x2TB VIMMs)	Each	$ 354,021.95
Violin	XVS-8-50	Violin XVS 8 Flash Array	XVS 8: 512GB DRAM, 32GFC (24x4TB VIMMs)	Each	$ 465,258.53
Violin	XVS-8-75	Violin XVS 8 Flash Array	XVS 8: 768GB DRAM, 32GFC (64x2TB VIMMs)	Each	$ 666,868.19
Violin	XVS-8-150	Violin XVS 8 Flash Array	XVS 8: 1.2TB DRAM, 32GFC (64x4TB VIMMs)	Each	$1,003,100.96
Violin	XIO-G4-920	Violin XIO G4 Flash Array	XIO 920 G4 - All Flash Array - FC Chassis	Each	$ 87,015.26
Violin	XIO-G4-960	Violin XIO G4 Flash Array	XIO 960 G4 - All Flash Array - FC Chassis	Each	$ 170,754.99
Violin	XIO-G4-DP-6TB	Violin XIO G4 Flash Array	Violin Systems XIO G4 900 Series - Open Datapac - 10 X 960GB SSD drives	Each	$ 27,399.61
Violin	XIO-G4-DP-12TB	Violin XIO G4 Flash Array	Violin Systems XIO G4 900 Series - Open Datapac - 10 X 1.92TB SSD drives	Each	$ 47,949.69

Mfr	Part Number	Product Name	Item Description	Qty	Price
Violin	XIO-G4-DP-24TB	Violin XIO G4 Flash Array	Violin Systems XIO G4 900 Series - Open Datapac - 10 X 3.84TB SSD drives	Each	$ 95,898.63
Violin	XIO-G4-DP-48TB	Violin XIO G4 Flash Array	Violin Systems XIO G4 900 Series - Open Datapac - 10 X 7.68TB SSD drives	Each	$ 157,274.35
Violin	XIO-700-1	Violin XIO G3 Flash Array	XIO Hybrid	Each	$ 37,400.50
Violin	XIO-700-2	Violin XIO G3 Flash Array	XIO Hybrid 2	Each	$ 56,100.76

5 Terms and Conditions Applicable to SIN 511210 (Old 132-33)

5.1 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.

5.2 Guarantee / Warranty

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

   Please contact the respective provider of the specific products for all commercial guarantee/warranty clauses that pertain to those products.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

5.3 Software Maintenance

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 54151, Maintenance of Software as a Service.

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

5.4 Periods of Term Licenses

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

b. Term licenses and/or 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 term licenses and/or maintenance, the period of the term licenses and/or 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 term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or 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 term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

5.5 Utilization Limitations

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 5.5.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.

5.6   Software Conversions

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, SIN 511210, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

5.7   Descriptions and Equipment Compatibility

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

5.8   Right-To-Copy Pricing

Right-to-copy licenses are not offered under this contract.

5.9   End User License Agreements (EULAs)

The end user license agreement (EULA) for Tygart Technology's MXSERVER® Version 3.x Digital Media Intelligence Software is incorporated herein.

5.10   Price List

MFR NAME	MFR PART NO	DEALER PART NUMBER	UNIVERSAL PRODUCT CODE TYPE A (UPC-A)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF ISSUE	Price
Tygart	MX BASE	MXSERVER	N/A	MX BASE	MX SERVER v2.7 Base Configuration (includes five MXSERVER virtual machines	EA	$193,350.13
Tygart	MX SCALE	MXSERVER	N/A	MX SCALE	MX SERVER Scaling Unit	EA	$93,844.69
Tygart	MX SFRT	MXSERVER	N/A	MX SFRT	Standard Face Recognition Templates (per 20,000)	EA	$19,143.58
Tygart	MXPFRT	MXSERVER	N/A	MXPFRT	Premium Face Recognition Templates (per 20,000)	EA	$30,629.72
Tygart	MX MAINT BASE	MXSERVER	N/A	MX MAINT BASE	Annual Maintenance for MX BASE (18% of initial licensing costs)	1 year	18.136% of initial licensing costs (=18%/0.9925)
Tygart	MX MAINT SCALE	MXSERVER	N/A	MX MAINT SCALE	Annual Maintenance for MX SCALE (18% of initial licensing costs)	1 year	18.136% of initial licensing costs (=18%/0.9925)

6 Terms and Conditions Applicable to SIN 54151 (Old 132-34)

6.1 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.

6.2 Guarantee / Warranty

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

   Please contact the respective provider of the specific products for all commercial guarantee/warranty clauses that pertain to those products.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

6.3 Software Maintenance

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service under SIN 54151, Maintenance of Software as a Service.

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

6.4 Periods of Term Licenses

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

b. Term licenses and/or 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 term licenses and/or maintenance, the period of the term licenses and/or 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 term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or 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 term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6.5   Utilization Limitations

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 6.5.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.

6.6   Descriptions and Equipment Compatibility

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

6.7   Right-To-Copy Pricing

Right-to-copy licenses are not offered under this contract.

6.8   End User License Agreements (EULAs)

The end user license agreement (EULA) for Tygart Technology's MXSERVER® Version 3.x Digital Media Intelligence Software is incorporated herein.

6.9   Price List

MFR NAME	MFR PART NO	DEALER PART NUMBER	UNIVERSAL PRODUCT CODE TYPE A (UPC-A)	PRODUCT NAME	PRODUCT DESCRIPTION	UNIT OF ISSUE	Price
Tygart	MX BASE	MXSERVER	N/A	MX BASE	MX SERVER v2.7 Base Configuration (includes five MXSERVER virtual machines	EA	$193,350.13
Tygart	MX SCALE	MXSERVER	N/A	MX SCALE	MX SERVER Scaling Unit	EA	$93,844.69
Tygart	MX SFRT	MXSERVER	N/A	MX SFRT	Standard Face Recognition Templates (per 20,000)	EA	$19,143.58
Tygart	MXPFRT	MXSERVER	N/A	MXPFRT	Premium Face Recognition Templates (per 20,000)	EA	$30,629.72
Tygart	MX MAINT BASE	MXSERVER	N/A	MX MAINT BASE	Annual Maintenance for MX BASE (18% of initial licensing costs)	1 year	18.136% of initial licensing costs (=18%/0.9925)
Tygart	MX MAINT SCALE	MXSERVER	N/A	MX MAINT SCALE	Annual Maintenance for MX SCALE (18% of initial licensing costs)	1 year	18.136% of initial licensing costs (=18%/0.9925)

7 Terms and Conditions Applicable to SIN 54151S (Old 132-51)

7.1 Scope

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

7.2 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.

7.3 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.

7.4 Performance of Services

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

7.5 Stop-Work Order (FAR 52.242-15, AUG 1989)

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

   (1)   The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
   (2)   The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

7.6   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.

7.7   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.

7.8   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.

7.9   Independent Contractor

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

7.10 Organizational Conflicts of Interest

a.   Definitions.

   (1)   "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
   (2)   "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.

(3) 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.

7.11 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.

7.12 Payments

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

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

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

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

7.13 Resumes

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

7.14 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.

7.15 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.

7.16 Labor Category Descriptions

Labor Category	Min Years of Experience	Educational/Degree Requirements
Program Manager I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Program Manager II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Program Manager III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Program Manager IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Responsible for all contract activities. Sets policies and procedures, technical standards and methods, and priorities. Coordinates the management of all work performed on tasks under the contract. Coordinates the efforts of subcontractors, team members, and vendors. Acts as the central point of contact with the Contracting Officer (CO), the Contracting Officer's Representative (COR), and other client officials. Exercises full authority to act for the company in the performance of the required work and services under all task orders. Works independently, or under the general direction of senior level company management, on all phases of performance including contract management, project/task order management, coordination of resource needs, coordination with corporate resources and management. Reports to senior company management on contract and task performance and issues. Has direct accountability for the technical correctness, timeliness and quality of deliverables, and the implementation and measurement of corporate and client quality standards and methodologies. Has a broad and deep knowledge of the IT industry, business administration, and human resource management and has excellent oral and written communications skills. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Task Manager I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Task Manager II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Task Manager III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Task Manager IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Serves as the task manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Program Manager in working with the Government CO, the contract-level COR, the Government Task Manager, government management personnel and customer agency representatives. Responsible for assembling the task team, assigning individual responsibilities, identifying appropriate resources needed, and developing the schedule to ensure the timely completion of the tasks, milestones and final acceptance. Must be familiar with the systems scope and project objectives, as well as the role and function of each team member, in order to effectively coordinate the activities of the team. Monitors each assigned task, implements and assures adherence to task level quality and methodology standards, and keeps the Program Manager abreast of all problems and accomplishments. Anticipates problems and works to mitigate the anticipated problems. As a task leader, provides technical direction for the complete task effort. Reviews and evaluates work of subordinate staff and prepares performance reports. May serve as a technical authority in a particular task area. As a staff specialist or consultant, resolves unique and unyielding systems problems using new technology. Can complete tasks within estimated time frames and budget constraints. Interacts with client management personnel. Prepares activity and progress reports regarding all assigned tasks. Reports in writing and orally to company and client representatives. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Business Process Engineer I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Business Process Engineer II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Business Process Engineer III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Business Process Engineer IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Staff specialist in business process engineering with extensive knowledge of the   domain area. Expert in business process architecture and modeling techniques. Exercises independent judgment   within a specific area of responsibility. Performs tasks requiring in-depth knowledge of business domain targeting   process efficiency and improvement Confers with client executive management to define the client's strategic   business information technology goals and advises in the reengineering of business processes to meet those goals.   Applies process improvement and reengineering methodologies and principles to process modernization projects. Is   responsible for effective transition of existing project teams, and the facilitation of project teams in the   accomplishment of project activities and objectives. Provides group facilitation, interviewing, training, and additional   forms of knowledge transfer. Acts as key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering efforts. May provide daily supervision and direction to business process reengineering team, or high-level consulting input. Experience in adapting functional business requirements and processes to technical solutions based upon comprehensive enterprise application solution sets. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Business Consultant I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Business Consultant II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Business Consultant III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Business Consultant IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Staff professional, expert in a specific domain with general knowledge of other   domains. Provides strategic guidance and influences program direction. Recommends large scale information   system or enterprise-level solutions and policies, and assists with business integration across organizational levels. Provides program-level guidance within area of expertise and recommends domain-specific solutions and policies. Evaluates various business models including cost-benefit analysis and return on investment (ROI). Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Information Services Consultant I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Information Services Consultant II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Information Services Consultant III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Information Services Consultant IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Top-level technical expert supporting unlimited end user groups. Works with user groups to solve business problems with available technology including hardware, software, databases, and peripherals. Requires high level of diverse technical experience related to studying and analyzing system needs, systems development, systems process analysis, design, and re-engineering. Has skills and experience related to business management, systems engineering, operations research, and management engineering. Typically requires specialization in particular software or business application utilized in an end user environment. Keeps abreast of technological developments and applications. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Systems Engineer I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Systems Engineer II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Systems Engineer III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Systems Engineer IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Highly specialized in one or more phases of software systems development, systems integration, or network engineering. Acts independently under general direction. Provides technical assistance and advice on complex activities. Formulates / defines specifications, develops / modifies / maintains complex systems and subsystems, using vendor engineering releases and utilities for overall operational systems. Applies analytical techniques when gathering information from users, defining work problems, designing technology solutions, and developing procedures to resolve the problems. Develops complete specifications to enable computer programmers to prepare required programs. Analyzes methods of approach. Reviews task proposal requirements, gathers information, analyzes data, prepares project synopses, compares alternatives, prepares specifications, resolves processing problems, coordinates work with programmers and engineers, and orients users to new systems. Works with considerable freedom to make decisions on the techniques and approaches to be used. Prepares recommendations for system improvement for management and user consideration. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Software Engineer I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Software Engineer II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Software Engineer III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Software Engineer IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Designs, develops, and provides customization of various applications to meet a series of pre-defined requirements. Requirements will be met through the use of various programming languages and possibly machine and assembly languages. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Management Analyst I	<1	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Management Analyst II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Management Analyst III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Management Analyst IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Analyzes various aspects of organizational functioning, including management, processes, structure, culture, and performance. Conducts organizational or process analysis, utilizing qualitative and quantitative analysis tools and techniques. Identifies sources of problems, makes recommendations for solutions, including designing and implementing appropriate organizational interventions. Applies organizational and management theory and principles to understand and improve organizational effectiveness and efficiency in achieving business goals. Works with all levels of the organization, from leadership and senior management to the workforce; interactions may include coaching, interviewing, workshop facilitation, training, and surveys. Focus is on understanding why and how effectively an organization, program, process or group of people, function in the present manner; how function or performance could be improved; and what should be done to bring about the improvement in effectiveness and/or efficiency. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Network Engineer I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Network Engineer II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Network Engineer III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Network Engineer IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Designs, configures, tests, implements and maintains telecommunications capabilities, including wide area and local area networks. Performs operations and support activities. Assists applications programmers working in the telecommunications environment. Evaluates network changes for operational impact. Evaluates network performance and resolves network and processor problems. Familiar with hardware and software diagnostic tools. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Network Administrator I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Network Administrator II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Network Administrator III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Network Administrator IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Acquires, installs, and maintains local area networks. Studies vendor products to determine those which best meet user needs and presents information to management for acquisition approval. Purchases and installs new products. Manages local area network performance and troubleshoots problems. Ensures that security procedures are implemented and enforced. Establishes and implements local area network policies, procedures and standards. Maintains distributed processing databases on the local area network. Trains users on local area network operation and use. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Systems Administrator I	<1	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Systems Administrator II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Systems Administrator III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Systems Administrator IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Responsible for server operations inclusive of hardware, operating system (OS), and utilities on the servers. Has expertise in one or more operating systems and is responsible for configuration, patch management, version and sub-version upgrades, and all aspects of the availability of servers, with the exception of COTS / GOTS applications. Also acts as Tier 2 response in operations environment where resolution cannot be handled by on-site Tier 1 staff. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Database Administrator I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Database Administrator II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Database Administrator III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Database Administrator IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Under general direction, provides highly technical expertise and guidance in the design, implementation, operation and maintenance of database management systems (DBMS). Designs, implements, and maintains complex databases with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods. Evaluates and recommends available DBMS products after matching requirements with system capabilities. Defines required database administration policies, procedures, standards, and guidelines. Prepares and delivers presentations on DBMS concepts. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Help Desk Manager I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Help Desk Manager II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Help Desk Manager III	7	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Help Desk Manager IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Provides daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed or deployed under this contract. These personnel serve as the first point of contact for troubleshooting hardware/software PC and printer problems. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Help Desk Specialist I	<1	Associates School Degree in Computer Science, Information Systems, Engineering, or Business.
Help Desk Specialist II	5	Associates School Degree in Computer Science, Information Systems, Engineering, or Business.
Help Desk Specialist III	7	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Help Desk Specialist IV	10	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Provides phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications and applications developed or deployed under this contractor or predecessors. Serves as the first point of contact for troubleshooting hardware/software PC and printer problems. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Training Specialist I	2	Associates degree in Computer Science, Information Systems, Engineering, or Business.
Training Specialist II	5	Associates degree in Computer Science, Information Systems, Engineering, or Business.
Training Specialist III	7	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Training Specialist IV	10	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Organizes and conducts moderately complex training and educational programs for information systems (technical) or user (non-technical) personnel. May develop instructional curriculum and materials; gathers and assimilates information on subject matter, organizes and condenses material, and prepares course outline, handouts, and visual aid materials. Coordinates with subject matter experts to ensure that prepared courses meet stated objectives. Maintains records of training activities and program effectiveness. May be required to instruct or to prepare/arrange for the preparation of automated training materials (such as video recorded training sessions, computer-aided tutorials, etc.). Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Technical Writer I	<1	Associates degree in Computer Science, Information Systems, Engineering, or Business.
Technical Writer II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Technical Writer III	7	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Technical Writer IV	10	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Researches, writes, edits, and proofreads technical data for use in documents or sections of documents such as manuals, procedures, specifications, special reports, and any other customer deliverables and documents. Ensures technical documentation is accurate, complete, meets editorial and government specifications and adheres to standards for quality, graphics, coverage, format, and style. Assists in establishing style guidelines and standards for texts and illustrations. Excellent written communication skills are required. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Emerging Technology Specialist I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Emerging Technology Specialist II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Emerging Technology Specialist III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Emerging Technology Specialist IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Expert in available state-of-the-art emerging technologies and their use in solutioning to solve complex user requirements. Analyzes, designs, and applies the knowledge needed to investigate and solution emerging technologies. Provide technical expertise and guidance in emerging technologies, plan, conduct, and technically direct implementations. Analyzes the trade-off of implementing vs. not implementing the technology. Can provide cost benefit projections of using the emerging technology. May provide team leadership or consulting support on complex tasks. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Cloud Architect I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Cloud Architect II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Cloud Architect III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Cloud Architect IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Serve as a strategic IT advisor in the planning and vision-setting for cloud adoption and modernization of the enterprise IT computing infrastructure. Interact directly with Component and support teams to develop guidance and high-level architectures that support IT modernization efforts. Engage in thought leadership discussions and provide recommendations for the incremental steps required to evolve IT and integrate key infrastructure components across the enterprise. Review solution-level architectures and implementation plans to determine their alignment with the overarching vision. Conduct analyses of IT requirements and transition planning and develop architecture baselines for data center consolidation and hybrid cloud programs. Assist with the development of integration plans, migration plans, and schedules and provide research and analyses on new technologies that reduce IT infrastructure implementation, operations, and maintenance costs. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Solutions Architect I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Solutions Architect II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Solutions Architect III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Solutions Architect IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Responsible for participating in the full systems life cycle with solution design, development, implementation, and product support using scrum and other agile methodologies. Designs and develops IT solutions that most efficiently and effectively meet defined business needs and requirements, while ensuring alignment to an organization's Enterprise Architecture and IT strategic goals. Supports creation of new agile processes and recommends changes and improvements to current processes and supporting tools. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

Labor Category	Min Years of Experience	Educational/Degree Requirements
Subject Matter Expert I	2	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Subject Matter Expert II	5	Bachelor's degree in Computer Science, Information Systems, Engineering, or Business.
Subject Matter Expert III	7	Master's degree in Computer Science, Information Systems, Engineering, or Business.
Subject Matter Expert IV	10	Master's degree in Computer Science, Information Systems, Engineering, or Business.

Functional Responsibilities: Highest level technical or business area expert in one or more disciplines called upon to address a particular task or environment need. As a technical expert, provides advice and assistance in state-of- the-art software/hardware solutions involving hardware of various capacities, multiple operating environments, database management systems specialized software, data communications facilities and protocols including Value Added Networks, fourth generation technologies, and complex software tools or packages. As a business expert, works with senior client officials to identify enterprise improvement goals, assess organizational and process effectiveness, and implement change strategies. Designs technical and business solutions, mentors and trains client staff, and oversees implementation. Has a high level of diverse technical and industry experience related to studying and analyzing system needs, systems development, and systems process analysis, design and re-engineering. Has skills and experience related to business management, systems engineering, operations research, and management engineering. Typically has specialization in a particular technology or business application. Keeps abreast of technological developments and industry trends. Significant equivalent experience, training and/or certifications are may be substituted in lieu of degree.

7.17 Labor Categories and Pricing

Job Title	Year 1 (8/1/2017-7/31/2018)	Year 2 (8/1/2018-7/31/2019)	Year 3 (8/1/2019-7/31/2020)	Year 4 (8/1/2020-7/31/2021)	Year 5 (8/1/2021-7/31/2022)
Program Manager I	$97.19	$98.74	$100.32	$101.93	$103.56
Program Manager II	$105.29	$106.98	$108.69	$110.43	$112.19
Program Manager III	$117.43	$119.31	$121.22	$123.16	$125.13
Program Manager IV	$137.67	$139.87	$142.11	$144.39	$146.70
Task Manager I	$56.28	$57.18	$58.10	$59.03	$59.97
Task Manager II	$61.91	$62.90	$63.91	$64.93	$65.97
Task Manager III	$74.76	$75.95	$77.17	$78.40	$79.66
Task Manager IV	$82.32	$83.64	$84.98	$86.34	$87.72
Business Process Engineer I	$93.95	$95.46	$96.98	$98.54	$100.11
Business Process Engineer II	$106.99	$108.70	$110.44	$112.20	$114.00
Business Process Engineer III	$128.03	$130.07	$132.15	$134.27	$136.42
Business Process Engineer IV	$147.40	$149.76	$152.15	$154.59	$157.06
Business Consultant I	$76.21	$77.43	$78.67	$79.93	$81.21
Business Consultant II	$89.07	$90.49	$91.94	$93.41	$94.91
Business Consultant III	$133.83	$135.97	$138.15	$140.36	$142.61
Business Consultant IV	$170.08	$172.80	$175.56	$178.37	$181.23
Information Services Consultant I	$63.34	$64.35	$65.38	$66.43	$67.49
Information Services Consultant II	$67.55	$68.63	$69.73	$70.84	$71.98
Information Services Consultant III	$90.06	$91.50	$92.97	$94.45	$95.96
Information Services Consultant IV	$100.52	$102.13	$103.77	$105.43	$107.11
Systems Engineer I	$52.65	$53.49	$54.34	$55.21	$56.10
Systems Engineer II	$77.22	$78.46	$79.71	$80.99	$82.29
Systems Engineer III	$89.07	$90.49	$91.94	$93.41	$94.91
Systems Engineer IV	$99.61	$101.20	$102.82	$104.47	$106.14
Software Engineer I	$46.16	$46.89	$47.65	$48.41	$49.18
Software Engineer II	$60.74	$61.71	$62.70	$63.70	$64.72
Software Engineer III	$72.91	$74.07	$75.26	$76.46	$77.68
Software Engineer IV	$93.14	$94.63	$96.14	$97.68	$99.24
Management Analyst I	$59.60	$60.55	$61.52	$62.50	$63.50
Management Analyst II	$69.97	$71.09	$72.23	$73.38	$74.56
Management Analyst III	$78.79	$80.05	$81.33	$82.63	$83.96
Management Analyst IV	$90.76	$92.21	$93.69	$95.19	$96.71
Network Engineer I	$50.23	$51.03	$51.85	$52.68	$53.52
Network Engineer II	$80.91	$82.21	$83.52	$84.86	$86.22
Network Engineer III	$88.27	$89.68	$91.12	$92.58	$94.06
Network Engineer IV	$107.28	$109.00	$110.74	$112.51	$114.31
Network Administrator I	$46.56	$47.30	$48.06	$48.83	$49.61
Network Administrator II	$52.71	$53.55	$54.41	$55.28	$56.16
Network Administrator III	$65.84	$66.89	$67.96	$69.05	$70.15
Network Administrator IV	$76.28	$77.50	$78.74	$80.00	$81.28
Systems Administrator I	$64.89	$65.93	$66.98	$68.06	$69.14
Systems Administrator II	$73.12	$74.29	$75.48	$76.68	$77.91
Systems Administrator III	$82.85	$84.18	$85.53	$86.89	$88.28
Systems Administrator IV	$95.56	$97.09	$98.64	$100.22	$101.82
Database Administrator I	$72.57	$73.73	$74.91	$76.11	$77.33
Database Administrator II	$84.71	$86.07	$87.45	$88.85	$90.27
Database Administrator III	$97.19	$98.74	$100.32	$101.93	$103.56
Database Administrator IV	$107.81	$109.54	$111.29	$113.07	$114.88
Help Desk Manager I	$49.56	$50.35	$51.16	$51.98	$52.81
Help Desk Manager II	$63.90	$64.92	$65.96	$67.01	$68.09
Help Desk Manager III	$71.07	$72.21	$73.36	$74.54	$75.73
Help Desk Manager IV	$77.11	$78.34	$79.59	$80.87	$82.16
Help Desk Specialist I	$24.28	$24.67	$25.07	$25.47	$25.88

Job Title	Year 1 (8/1/2017-7/31/2018)	Year 2 (8/1/2018-7/31/2019)	Year 3 (8/1/2019-7/31/2020)	Year 4 (8/1/2020-7/31/2021)	Year 5 (8/1/2021-7/31/2022)
Help Desk Specialist II	$34.01	$34.55	$35.11	$35.67	$36.24
Help Desk Specialist III	$43.74	$44.44	$45.15	$45.87	$46.60
Help Desk Specialist IV	$53.44	$54.30	$55.17	$56.05	$56.95
Training Specialist I	$53.86	$54.72	$55.60	$56.49	$57.39
Training Specialist II	$72.91	$74.08	$75.27	$76.47	$77.69
Training Specialist III	$79.09	$80.36	$81.64	$82.95	$84.28
Training Specialist IV	$89.05	$90.47	$91.92	$93.39	$94.89
Technical Writer I	$50.23	$51.03	$51.85	$52.68	$53.52
Technical Writer II	$63.17	$64.18	$65.21	$66.25	$67.31
Technical Writer III	$76.38	$77.60	$78.84	$80.11	$81.39
Technical Writer IV	$82.05	$83.37	$84.70	$86.06	$87.43
Emerging Technology Specialist I	$81.01	$82.30	$83.62	$84.96	$86.32
Emerging Technology Specialist II	$101.24	$102.86	$104.51	$106.18	$107.88
Emerging Technology Specialist III	$121.50	$123.44	$125.42	$127.43	$129.46
Emerging Technology Specialist IV	$141.72	$143.99	$146.29	$148.64	$151.01
Cloud Architect I	$81.01	$82.30	$83.62	$84.96	$86.32
Cloud Architect II	$101.24	$102.86	$104.51	$106.18	$107.88
Cloud Architect III	$121.50	$123.44	$125.42	$127.43	$129.46
Cloud Architect IV	$141.72	$143.99	$146.29	$148.64	$151.01
Solutions Architect I	$88.98	$90.40	$91.85	$93.32	$94.81
Solutions Architect II	$100.84	$102.46	$104.09	$105.76	$107.45
Solutions Architect III	$139.29	$141.52	$143.79	$146.09	$148.42
Solutions Architect IV	$163.44	$166.06	$168.72	$171.42	$174.16
Subject Matter Expert I	$88.98	$90.40	$91.85	$93.32	$94.81
Subject Matter Expert II	$100.84	$102.46	$104.09	$105.76	$107.45
Subject Matter Expert III	$139.29	$141.52	$143.79	$146.09	$148.42
Subject Matter Expert IV	$163.44	$166.06	$168.72	$171.42	$174.16

8 Terms and Conditions Applicable to SIN 811212 (Old 132-12)

8.1 Service Areas

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a **150** mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

21740 Beaumeade Circle, Suite 148
Ashburn, VA 20147

8.2 Maintenance Order

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

8.3 Repair Service and Repair Parts / Spare Parts Orders

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase

agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

8.4 Loss or Damage

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

8.5 Scope

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.
   (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
   (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
   (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

8.6 Responsibilities of the Ordering Activity

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

c. If the Ordering Activity desires factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

8.7 Responsibilities of the Contractor

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8.8 Maintenance Rate Provisions

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided

that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. **REGULAR HOURS:** The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. **AFTER HOURS:** Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION:** If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

e. **QUANTITY DISCOUNTS:** Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity are indicated below: **N/A**

8.9   Repair Service Rate Provisions

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

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

c. **TRAVEL OR TRANSPORTATION**

   (1)   **At the Contractor's Shop**

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

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

   (2)   **At the Ordering Activity Location** (Within Established Service Areas): When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

   (3)   **At the Ordering Activity Location** (Outside Established Service Areas)

   a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 8.1.a, the repair service and mileage rates negotiated will apply.

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

The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

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

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

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

8.10 Installation and Warranty Price List

Mfr	Part Number	Product Name	Item Description	Qty	Price
Violin	VS-BRONZE-1Y	Violin Bronze Maintenance	1 year Refer to www.violin-memory.com/legal	Each	$ 56,830.87
Violin	VS-BRONZE-3Y	Violin Bronze Maintenance	3 year Refer to www.violin-memory.com/legal	Each	$ 113,661.74
Violin	VS-BRONZE-5Y	Violin Bronze Maintenance	5 year Refer to www.violin-memory.com/legal	Each	$ 213,115.77
Violin	VS-SILVER-1YN	Violin Silver Maintenance	1 year N Refer to www.violin-memory.com/legal	Each	$ 63,934.73
Violin	VS-SILVER-3YN	Violin Silver Maintenance	3 year N Refer to www.violin-memory.com/legal	Each	$ 170,492.61
Violin	VS-SILVER-5YN	Violin Silver Maintenance	5 year N Refer to www.violin-memory.com/legal	Each	$ 284,154.36
Violin	VS-GOLD-1YN	Violin Gold Maintenance	1 year N Refer to www.violin-memory.com/legal	Each	$ 85,246.31
Violin	VS-GOLD-3YN	Violin Gold Maintenance	3 year N Refer to www.violin-memory.com/legal	Each	$ 234,427.35
Violin	VS-GOLD-5YN	Violin Gold Maintenance	5 year N Refer to www.violin-memory.com/legal	Each	$ 390,712.24
Violin	VS-NRM-1Y	Support Extension	to allow Non-return of Sensitive Media 1 Year Term - Refer to www.violin-memory.com/legal	Each	$ 21,311.58
Violin	VS-NRM-2Y	Support Extension	to allow Non-return of Sensitive Media 2 Year Term - Refer to www.violin-memory.com/legal	Each	$ 42,623.15
Violin	VS-NRM-3Y	Support Extension	to allow Non-return of Sensitive Media	Each	$ 56,830.87
Violin	VS-NRM-4Y	Support Extension	3 Year Term - Refer to www.violin-memory.com/legal	Each	$ 71,038.59
Violin	VS-NRM-5Y	Support Extension	to allow Non-return of Sensitive Media 5 Year Term - Refer to www.violin-memory.com/legal	Each	$ 85,246.31

Mfr	Part Number	Product Name	Item Description	Qty	Price
Violin	V-6000-INSTALL-N	Installation Service	For 1-2 V6000 series flash arrays in one location includes install of the flash arrays, creation of 1-3 LUNs, connection to 1-2 hosts and knowledge transfer.	Each	$ 2,676.27
Violin	V-C-7000-INSTALL	Installation Service	For a Concerto 7250, 7300 or7450, 7600 and 7650 Integrated Flash Storage Platform (FSP) includes install of 1-2 Concerto FSPs at one location, configuring thin provisioning, deduplication, creation of 1-3 LUNs, connection to 1-2 hosts and knowledge transfer. Additional data management services require a custom SOW and pricing.	Each	$ 4,460.45
Violin	V-C-7700-INSTALL-N	Installation Service	For a Concerto 7700 Modular Array Controller FSP includes deployment planning, install of 2 Concerto 7700 Controllers, 2 FC switches and 1 Concerto FSP or 6000 Series array per Controller (2 total), creation of storage pools, configuring thin provisioning, deduplication, connection to 1-2 hosts and knowledge transfer. Install of more than 1 FSP or Array per Controller requires the respective SKUs and pricing.	Each	$ 10,705.09
Violin	V-STRETCH-CL INST-N	Installation Service	For a Concerto 7700 Modular Array Controller (MAC) in a stretch cluster configuration includes deployment planning, install of 2 Concerto 7700 Controllers, 4 FC switches and 1 Concerto FSP or 6000 Series array per Controller (2 total), Tiebreaker, creation of storage pools, configuring thin provisioning, and deduplication within Violin stretch cluster best practices for two locations (typically 2 different data centers). Testing includes basic failover/failback validation with connection to 1-2 hosts and knowledge transfer. Install of more than 1 FSP or Array per Controller requires the respective SKUs and pricing.	Each	$ 16,057.63
Violin	VS-SILVER-4HR-1Y	Violin Silver Maintenance	1 year 4 Hr Refer to www.violin-memory.com/legal	Each	$ 107,036.80
Violin	VS-SILVER-NBD-1Y	Violin Silver Maintenance	1 year NBD Refer to www.violin-memory.com/legal	Each	$ 107,036.80
Violin	VS-BACK-END-1Y	Violin Back-End Maintenance	Violin Back-End Support to Approved Support Partner 1 Year Term	Each	$ 64,222.08