PCMG, Inc.



Authorized GSA Schedule GS35F-5946H

Effective Dates: 9/27/08 through 9/28/2018



AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Modification #2859, dated 05/05/2017

AWARDED SINS

Special Item No. 132-8 Purchase of Equipment Special Item No. 132-9 Purchase of Used or Refurbished Equipment Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts Special Item No. 132-33 Perpetual Software Licenses Special Item No. 132-34 Maintenance of Software as a Service Special Item No. 132-51 Information Technology Professional Services Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION- End User Computers/Desktop Computers FSC CLASS 7010 - SYSTEM CONFIGURATION - Professional Workstations FSC CLASS 7010 - SYSTEM CONFIGURATION - Servers FSC CLASS 7010 - SYSTEM CONFIGURATION - Laptop/Portable/Notebook Computers FSC CLASS 7010 - SYSTEM CONFIGURATION - Optical and Imaging Systems FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES - Printers FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES - Display FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES - Graphics FSC CLASS 7025 -INPUT/OUTPUT AND STORAGE DEVICES - Network Equipment FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES - Other Communications Equipment FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES - Optical Recognition Input/Output Devices FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES - Storage Devices FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES - Other Input/Output and Storage Devices, Not Elsewhere Classified FSC CLASS 7035 - ADP SUPPORT EQUIPMENT - ADP Support Equipment FSC CLASS 7050 - ADP COMPONENTS - ADP Boards FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT - Facsimile Equipment (FAX)

SIN 132-9 PURCHASE OF USED OR REFURBISHED EQUIPMENT FSC/PSC Class 5805 TELEPHONE AND TELEGRAPH EQUIPMENT FSC/PSC Class 5810 COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS FSC/PSC Class 5815 TELETYPE AND FACSIMILE EQUIPMENT FSC/PSC Class 5820 RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE FSC/PSC Class 5821 RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE FSC/PSC Class 5825 RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE FSC/PSC Class 5826 RADIO NAVIGATION EQUIPMENT, AIRBORNE FSC/PSC Class 5830 INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

FSC/PSC Class 5841 RADAR EQUIPMENT, AIRBORNE FSC/PSC Class 5895 MISCELLANEOUS

COMMUNICATION EQUIPMENT FSC/PSC Class 5995 CABLE, CORD, AND WIRE ASSEMBLIES:

COMMUNICATION EQUIPMENT FSC/PSC Class 6015 FIBER OPTIC CABLES FSC/PSC Class

6020 FIBER OPTIC CABLE ASSEMBLIES AND HARNESSES FSC/PSC Class 6145 WIRE AND

CABLE, ELECTRICAL FSC/PSC Class 7010 ADPE SYSTEM CONFIGURATION FSC/PSC Class 7025

ADP INPUT/OUTPUT AND STORAGE DEVICES FSC/PSC Class 7035 ADP SUPPORT

EQUIPMENT FSC/PSC Class 7042 MINI AND MICRO COMPUTER CONTROL DEVICES FSC/PSC Class 7050 ADP COMPONENTS

FSC/PSC Class N058 INSTALLATION OF EQUIPMENTCOMMUNICATION, DETECTION, AND COHERENT RADIATION EQUIPMENT FSC/PSC Class N070 INSTALLATION OF EQUIPMENT- ADP EQUIPMENT/SOFTWARE/SUPPLIES/SUPPORT EQUIPMENT

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS - Repair Service

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE – Microcomputers – Application Software, Utility Software

SIN 132-34 MAINTENANCE OF SOFTWARE AS A SERVICE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services FPDS
Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

- Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
- Note 2: Offerors and Agencies are advised that the Group 70 Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
- **Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

PCMG, Inc. 14120 Newbrook Dr. #100 Chantilly, VA 20151 (P) 703-594-8100 (F) 703-378-4464 <u>www.pcmg.com</u>

Business Size: Large

Contract Number: GS-35F-5946H Period Covered by Contract: September 29, 2008 – September 28, 2018

> General Services Administration Federal Supply Service Modification #2859, dated 05/05/2017

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <u>http://www.fss.gsa.gov/</u>

For questions please contact:

Pete Rivers, GWAC Program Manager

Pete.Rivers@pcmg.com

Or

Melissa Turner, Deputy Program Manager

Melissa.Turner@pcmg.com

TABLE OF CONTENTS

Information for Ordering Activities Applicable to all Special Item Numbers	2-12		
Terms and Conditions Applicable to Purchase of General Purpose Commercial Information Technology Equipment (Special Item Number 132-8)	13-14		
Terms and Conditions Applicable to Purchase of Used or Refurbished Equipment (Special Item Number 132-9)	15-16		
Terms and Conditions Applicable to Maintenance, Repair Service and Repair Parts/Spare17-21Parts for Government-Owned General Purpose Commercial Information Technology Equipment(After Expiration of Guarantee/Warranty Provisions and/or When Required Service is Not CoveredBy Guarantee/Warranty Provisions) and for Lease Equipment (Special Item Number 132-12)			
Terms and Conditions Applicable to Term Software Licenses (Special Item Number 132-32), 22-25 Perpetual Software Licenses (Special Item Number 132-33) and Maintenance (Special Item Number 132-34) of General Purpose Commercial Information Technology Software			
Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)	26-41		
USA Commitment to Promote Small Business Participation Procurement Programs	42		
Best Value Blanket Purchase Agreement Federal Supply Schedule	43-45		
Basic Guidelines for Using "Contractor Team Arrangements"	46		
PCMG Manufacturer List	47		
SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES Price List	48-50		
MFR EULA			

Liebert

50-53

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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.fss.gsa.gov). The catalogs/pricelists, GSA Advantage![™] and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. Geographic Scope of Contract:

The geographic scope of this contract is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico and all U.S. Government installations and/or agencies abroad.

2. Contractor's Ordering Address and Payment Information:

PCMG, Inc. 14120 Newbrook Drive #100 Chantilly, VA 20151 703-594-8100 (p) 800-625-5468 703-378-4464

Submit all delivery orders to the address noted above.

For telephone orders and order status call either (800) number noted above, depended upon where the order was placed. Facsimile orders may be placed by dialing the fax number noted above.

Contractor's Payment Address: PCMG, Inc. File 55327 Los Angeles, CA 90074-5327

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit purchase cards will be acceptable for payment above the micro-purchase threshold. 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:

TELEPHONE: 800-625-5468, FAX 703-378-4464

3. LIABILITY FOR INJURY OR DAMAGE

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

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification under Federal Schedule Block 16: Data Universal Numbering System (DUNS) Number: 12-936-5420 Block 30: Type of Contractor - C. Large Business

- Block 36: Contractor's Taxpayer Identification Number (TIN): 33-0964088
- 4a. CAGE Code: 3EU69
- 4b. Contractor has registered with SAM.

5. FOB Destination

For both hardware and software the F.O.B. point is destination for locations within the 48 contiguous states and District of Columbia.

For overseas locations and Alaska, Hawaii and the U.S. territories and commonwealths, the F.O.B. point is destination to the port of embarkation within the continental U.S. or F.O.B. origin if PCMG, Inc. is required to ship direct to locations outside the continental U.S.

Partial orders may be shipped. If a partial shipment is made, PCMG, Inc. will invoice each partial shipment separately. The ordering agency must pay for each shipment as invoiced by PCMG, Inc.

6. DELIVERY SCHEDULE

- (a) Time of Delivery: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below, unless otherwise negotiated at the time of quote.
- (b)

Special Item Number	Delivery Time (Days ARO)
132-8	30 days
132-9	30 days
132-12	30 Days
132-33	30 days
132-34	30 days
132-51	30 Days

Optional 48 hour or 24 hour delivery is available for in-stock products. Terms are F.O.B. Origin. The actual charge will be based on weight and point of delivery.

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

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

a. Prompt Payment: None – Net 30 days from receipt of invoice or date of acceptance, whichever is later

- b. Quantity None
- c. Dollar Volume None

d. Government Educational Institutions - are offered the same discounts as all other Government customers.

e. Other - None

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing: Export packing is available at extra cost outside the scope of this contract.

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00. Please call to see if an exception can be managed.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

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

Special Item Number 132-8 - Purchase of Equipment Special Item No. 132-9 - Purchase of Used or Refurbished Equipment Special Item No. 132-12 - Maintenance, Repair Service and Repair Parts/Spare Parts Special Item Number 132-33 - Perpetual Software Licenses Special Item Number 132-34 - Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$10,000

Special Item Number 132-12 – Repair Parts/Spare Parts ONLY

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts)

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider—

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

(1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micropurchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed

herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

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

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

14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual ordering activity policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (I) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

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

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the 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.

19. OVERSEAS ACTIVITIES

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

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:

All U.S. Government installations and/or agencies abroad.

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.

20. 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. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in ElectronicandInformationTechnology(EIT)atthefollowing:Phone:(703)594-8100.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to 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 applies.

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

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

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

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

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant. Contact your PCMG, Inc. Customer Service Representative for more information.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. **RESPONSIBILITIES OF THE CONTRACTOR**

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY USED OR REFURBISHED EQUIPMENT (SPECIAL ITEM NUMBER 132-9)

NOTE: Used or Refurbished equipment offered under SIN 132-9 must be clearly identified as being used or refurbished in GSA Pricelist pricing charts, GSA Advantage product descriptions, and in any response to a customer Request for Quote (RFQ) or request for information (RFI).

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

****NOTE:** Contractors are to indicate in the pricelist whether the equipment is self-installable.**

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

self installed

NOTE: CONTRACTORS SHOULD PROVIDE COMMERCIAL PRACTICES FOR INSTALLATION/DEINSTALLATION/REINSTALLATION FOR REVIEW AND POSSIBLE INCLUSION IN THE CONTRACT.

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

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

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

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

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

****Contractor is to insert commercial warranty clauses.****

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: PER OEM REQUIREMENT

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. **RESPONSIBILITIES OF THE CONTRACTOR**

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 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 stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, call the PCMG, Inc. repair service representative at 800-625-5468 for information and locations.

2. MAINTENANCE ORDER

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

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a 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.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

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

4. LOSS OR DAMAGE

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

5. SCOPE

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

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

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

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

6. **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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.

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:

(1) At the Government's Location (Within Established Service Areas) When equipment is repaired at the Government location, and repair service rates are established for service areas or zones, the listed rates are applicable to any Government 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 Government office; such overhead is included in the repair service rates listed.

(2) At the Government's Location (Outside Established Service Areas)

The repair service rates for subparagraph (s) above apply, except that a travel charge of the current IRS maximum per mile will apply to the roundtrip distance between geographic limits of the applicable service area and the Government location. Such charge will apply as an additional charge but it will be limited to one round trip for each request made by the ordering activity for repair service, regardless of whether the repairs are performed at the Government location or at the Contractor's shop.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

NONE APPLICABLE

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) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of current IRS maximum per mile will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

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

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$75.00	\$75.00	Not Available	Not Available
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$90.00	\$90.00	Not Available	Not Available
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	Outside the scor	be of this contract.		

*MINIMUM CHARGES INCLUDE 1 FULL HOURS ON THE JOB.

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

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's current commercial pricelist, at a discount of 0% from such listed prices.

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

a. REPAIR SERVICE

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

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of one year.

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

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

b. Repair Service and Repair Parts/Spare Parts

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

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. 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.

All software furnished pursuant to the terms of this contract will be unconditionally guaranteed for defects in the software media 90 days, beginning on the first day of acceptance.

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.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-625-5468 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 a.m. to 5:00 p.m. CST. Technical assistance is available in the following areas:

- X Technical product information and support
- X General product information
- X Hardware operability requirements
- X Hardware/software interoperability/integration requirements
- X Known product "bugs/limitations"
- X Telephone product installation assistance/advice

PCMG, Inc. will escalate persistent or complex problems to the product manufacturer for additional technical support when required.

Customers requesting technical assistance must provide the hotline representative with the Order Authorization Number given for that product at the time it was ordered.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

The manufacturers standard services and guarantee.

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

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor 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. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE *

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (I0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to ______% of all term license payments during the period that the software was under a term license within the ordering activity.

*Dependent upon actual manufacturer's commercial policies and existing programs. Call your PCMG, Inc. sales representative at (800) 625-5468.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of <u>*</u> months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

*Dependent upon actual manufacturer's commercial policies and existing programs. Call your PCMG, Inc. sales representative at (800) 625-5468.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

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

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

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

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

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

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software 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.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)*

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

was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

*Dependent upon actual manufacturer's commercial policies and existing programs. Call your PCMG, Inc. sales representative at (800) 625-5468.

10. 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.

11. RIGHT-TO-COPY PRICING

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

Right-to-copy is not applicable to the software contained within this contract.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

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

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

2. PERFORMANCE INCENTIVES

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. 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.

d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- (a) When ordering services, ordering activities shall—
 - (1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and timeand-materials orders. (iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132–51 ONLY, the ordering activity, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132–51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet ordering activity's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs. ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for ordering activities," paragraph #12.

4. 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 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.

5. 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/EC 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.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51. IT Services should be presented in the same manner as the Contractor sells to its commercial and other

ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

The following is an example of the manner in which the description of a commercial job title should be presented:

PMM-1 Program Manager

Functional Responsibilities: Serves as the contractor's single contract manager, and shall be the contractor's authorized interface with the client procurement office, the contract-level technical representative, management personnel, and client representative. Incumbent is generally responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel, and communicating policies, purposes, and goals of the organization to subordinates.

General Experience: The Program Manager must possess at least four (4) years in general experience, of which at least two (2) years must be specialized.

General Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline.

PMM-2 Program Manager

Functional Responsibilities: Serves as the contractor's single contract manager, and shall be the contractor's authorized interface with the client procurement office, the contract-level technical representative, management personnel, and client representative. Incumbent is generally responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel, and communicating policies, purposes, and goals of the organization to subordinates.

General Experience: The Program Manager must possess at least five (5) years in general experience, of which at least four (4) years must be specialized. Specialized experience includes three (3) years of project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts or various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.

General Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business or other related discipline

PMM-3 Program Manager, Senior

Functional Responsibilities: The Senior Program Manager is ultimately responsible for contract performance. The Senior Program Manager provides and ensures senior contract management, oversight, and support for multiple complex IT services and solutions contracts which may be geographically distributed and/or may involve multiple distinct IT disciplines. Coordinates all contract support activities and serves as the contractor's authorized interface with the client's Contracting Officer and/or designated representative(s). Responsible for the accomplishment of contracted deliverables and the establishment of schedules; recruitment and selection of project manager and, as appropriate, subordinate personnel and contracted staff; communication and enforcement of policies, procedures, and work standards to ensure client requirements are achieved in a timely and professional manner. Maintains close coordination with Project Management personnel.

General Experience: The incumbent shall demonstrate at least ten (10) years of experience, of which at least seven (7) years must be specialized. Specialized experience includes five (5) years of project development work from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms and demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes responsibilities in information systems design and/or management. Possesses superior communication and presentation skills (oral and written).

General Education: Generally requires a Masters degree in Computer Science, Information Systems, Engineering, Business, or other related discipline with 7 to 9 years of experience. A Ph.D. degree with 5 to 7 years. A Bachelor's degree with 10 to 12 years.

PJM-1 Project Manager

Functional Responsibilities: The Project Manager-1 directs all activities for one or more significant contracts, programs, projects, technologies, clients or functional areas. Employee provides overall management and leadership for operational units. Individual establishes marketing and customer relation policies, with both internal and external customers, to ensure overall project or functional area success. Ensures contracts are managed in a cost-effective manner. Establish work policies and practices for business unit. Select, evaluate, promote and/or terminate staff. The manager maintains responsibility for all personnel actions within span of management. Designs and established measurement standards for the functional area or contract. Manages professional and support staff.

General Experience: The incumbent shall demonstrate at least four (4) years of IT or academic experience, of which at least two (2) years must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules and budgets. General experience includes project design and development responsibilities. Possesses superior communication and presentation skills (oral and written).

General Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline.

PJM-2 Project Manager

Functional Responsibilities: The Project Manager-2 directs all activities for one or more significant contracts, programs, projects, technologies, clients or functional areas. Employee provides overall management and leadership for operational units. Individual establishes marketing and customer relation policies, with both internal and external customers, to ensure overall project or functional area success. Ensures contracts are managed in a cost-effective manner. Establish work policies and practices for business unit. Select, evaluate, promote and/or terminate staff. The manager maintains responsibility for all personnel actions within span of management. Designs and established measurement standards for the functional area or contract. Manages professional and support staff. The PJM-2 consults with the Client's Procurement Officer [or Government's Contracting Officer] or the Contracting Officer's Technical Representative (COTR) directly and also consults users to minimize costs and maximize efficiency in achieving the stated requirements.

General Experience: The incumbent shall demonstrate at least five (5) years of IT or academic experience, of which at least three (3) years must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules and budgets. General experience includes project design and development responsibilities. Possesses superior communication and presentation skills (oral and written). **General Education:** A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related .

SME-1 Subject Matter Expert I

Functional Responsibilities: The Subject Matter Expert [SME] I analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Possesses requisite knowledge and expertise recognized in the professional community to the extent that the Client is able to qualify the individual as an expert in the field. Demonstrates exceptional oral and written communication skills. **General Experience:** The Subject Matter Expert must demonstrate at least five years of experience in the specific field of interest. Skill set matches knowledge base critical to on-going project.

General Education: A Bachelor's degree with 5 to 7 years of related experience. A Masters degree with 3 to 5 years. With no degree, 12 to 15 years of equivalent technical achievement.

SME-2 Subject Matter Expert II

Functional Responsibilities: The Subject Matter Expert [SME] II analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Possesses requisite knowledge and expertise recognized in the professional community to the extent that the Client is able to qualify the individual as an expert in the field. Demonstrates exceptional oral and written communication skills. General Experience: The Subject Matter Expert II must demonstrate at least seven (7) years of experience in the field of specialty.

General Education: A Bachelor's degree with 7 to 9 years of related experience. A Masters degree with 5 to 7 years. With no degree, over 15 years of equivalent technical achievement. SME-3 Subject Matter Expert III

Functional Responsibilities: The Subject Matter Expert [SME] III analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Possesses requisite knowledge and expertise recognized in the professional community to the extent that the Client is able to qualify the individual as an expert in the field. Demonstrates exceptional oral and written communication skills. General Experience: The Subject Matter Expert must demonstrate at least ten (10) years of experience in the field of specialty.

General Education: A Bachelor's degree with 10 to 12 years of related experience. A Masters degree with 7 to 9 years experience.

PMM-2 Program Manager

Functional Responsibilities: Serves as the contractor's single contract manager, and shall be the contractor's authorized interface with the client procurement office, the contract-level technical representative, management personnel, and client representative. Incumbent is generally responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel, and communicating policies, purposes, and goals of the organization to subordinates.

General Experience: The Program Manager must possess at least seven (7) years in general experience, of which at least five (5) years must be specialized. Specialized experience includes three (3) years of project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts or various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.

General Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline and 7 to 9 years of experience. A Master's degree with 5 to 7 years.

PMM-3 Program Manager, Senior

Functional Responsibilities: The Senior Program Manager is ultimately responsible for contract performance. The Senior Program Manager provides and ensures senior contract management, oversight, and support for multiple complex IT services and solutions contracts which may be geographically distributed and/or may involve multiple distinct IT disciplines. Coordinates all contract support activities and serves as the contractor's authorized interface with the client's Contracting Officer and/or designated representative(s). Responsible for the accomplishment of contracted deliverables and the establishment of schedules; recruitment and selection of project manager and, as appropriate, subordinate personnel and contracted staff; communication and enforcement of policies, procedures, and work standards to ensure client requirements are achieved in a timely and professional manner. Maintains close coordination with Project Management personnel.

General Experience: The incumbent shall demonstrate at least ten (10) years of experience, of which at least seven (7) years must be specialized. Specialized experience includes five (5) years of project development work from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms and demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes responsibilities in information systems design and/or management. Possesses superior communication and presentation skills (oral and written).

General Education: Generally requires a Masters degree in Computer Science, Information Systems, Engineering, Business, or other related discipline with 7 to 9 years of experience. A Ph.D. degree with 5 to 7 years. A Bachelor's degree with 10 to 12 years.

PMM-4 Program Manager, Lead

Functional Responsibilities: Directs all activities of one or more major contracts, programs, projects, technologies, or clients, or directs all activities for a variety of different programs/clients which cross over/ involve two or more functional areas. Provides overall leadership for the business unit and ensures activities are managed in a cost-effective manner within budgetary guidelines. Leadership is consistent with, and supports the success, of the overall organization. Plans, develops and administers policies covering two or more functional areas. Establishes work policies and practices for business unit being directed. Oversees and approves selection, performance measurement and promotion or termination, or other personnel actions involving staff. Designs and sets measurement standards for the functional area(s) or contract(s).

General Experience: A Lead Program Manager [Program Director] must demonstrate at least twelve (12) years experience. Nine (9) years should be specialized experience. The remainder may be any combination of specialized

and/or general experience. The Lead Program Manager [Program Director] must have been involved in supervision and management of administrative/scientific system software development projects with ten (10) or more people. A minimum of four (4) years of the nine (9) years should include managing large, complex software development projects, including at least thirty (30) employees, in subordinate groups. Nine (9) years of progressively more difficult software development and ADP experience is desired.

General Education: Generally requires a Masters degree in Computer Science, Information Systems, Engineering, Business, or other related discipline with 9 to 11 years of experience. A Ph.D. degree with 7 to 9 years. A Bachelor's degree with 12 to 15 years.

PJE-1 Project Engineer, Junior

Functional Responsibilities: The Project Engineer, Junior is an entry level position but assumes IT Project experience primarily as a team member to a workgroup. The individual works closely with other technical personnel and takes direction from the project manager. The projects are normally large scale information systems and address a wide range of topics in support of a successful implementation of open system architecture.

General Experience: The Project Engineer, Junior shall demonstrate six (6) years of IT experience, of which at least one (1) year must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules. General experience can include technical engineering, development, or related responsibilities. The remainder may be any combination of specialized and/or general experience. Must also have experience with the logical and physical functional, operational, and technical architectures of large and complex information systems, external communications, and local and wide area networks. Experience in working with multiple teams helping to set-up work planning, technical reviews, testing inspections, and quality assurance. The individual has technical and engineering experience in systems analysis and programming of scientific or highly technical system applications on small to large scale computers (i.e., micro, mini, and mainframe).

General Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, or other related scientific or technical disciplines and 0 to 2 years of experience With no degree, 6 to 8 years of directly related experience.

PJE-2 Project Engineer

Functional Responsibilities: The Project Engineer works with the Project Manager on large scale information systems and addresses a wide range of topics in support of a successful implementation of open system architecture. The individual becomes involved in communication or software problems as required. Interfaces with systems analysts to provide problem resolutions; provides technical and administrative direction for personnel performing project development tasks, including the review of work products for correctness, adherence to the design concept, and to user standards.

General Experience: The Project Engineer shall demonstrate at least eight (8) years of IT experience, of which at least two (2) years must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules. General experience can include technical engineering, development, or related responsibilities. The remainder may be any combination of specialized and/or general experience. The Project Engineer has experience in developing large scale information systems in compliance with standards for open systems architectures. Specialized experience, which includes supervision of system analysts, use of structured analysis, design methodologies and design tools and techniques. Must also have experience with the logical and physical functional, operational, and technical architectures of large and complex information systems, external communications, and local and wide area networks. Two (2) years of progressive software development experience. The individual has technical and engineering experience in systems analysis and programming of scientific or highly technical system applications on small to large scale computers (i.e., micro, mini, and mainframe). Experience in the design and programming of complex ADP systems and directing other systems analysts. Possesses good communication and presentation skills (oral and written).

General Education: Master's degree in Computer Science, Information Systems, Engineering, or other related scientific or technical disciplines with 0 to 2 years of directly related experience. A Bachelor's degree with 2 to 4 years. With no degree, 8 to 10 years experience.

PJE-3 Project Engineer, Senior

Functional Responsibilities: The Project Engineer, Senior has a wide range of applicable knowledge of principles, theories, and concepts in large scale information systems and architectures. The individual works only under very general direction, independently determines and develops approaches to solutions. Results are reviewed upon completion for meeting objectives. Interfaces with systems analysts to provide problem resolutions; provides technical and administrative direction for personnel performing project development tasks, including the review of work products for correctness, adherence to the design concept, and to user standards. Coordinates with the Project Manager to ensure problem resolution and user satisfaction; makes recommendations, if needed, for approval of major system implementations.

General Experience: Number of years of experience depends on academic achievements. In general the Project Engineer, Senior shall demonstrate at least ten (10) years of IT experience, of which at least five (5) years must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules. The remainder may be any combination of specialized and/or general experience. The Project Engineer, Senior has experience in developing large scale information systems in compliance with standards for open systems architectures. Specialized experience, which includes supervision of system analysts, use of structured analysis, design methodologies and design tools and techniques. Must also have experience with the logical and physical functional, operational, and technical architectures of large and complex information systems, external communications, and local and wide area networks. Experience in working with multiple teams helping to set-up work planning, technical reviews, testing inspections, and quality assurance. Five (5) years of progressive software development experience. The individual has technical and engineering experience in systems analysis and programming of scientific or highly technical system applications on small to large scale computers (i.e., micro, mini, and mainframe). Experience in the design and programming of complex ADP systems and directing other systems analysts. Possesses good communication and presentation skills (oral and written).

General Education: Master's degree in Computer Science, Information Systems, Engineering, or other related scientific or technical disciplines with 3 to 5 years of directly related experience. A Bachelor's degree with 5 to 7 years. With no degree, 10 to 12 years experience.

PJE-4 Project Engineer, Lead

Functional Responsibilities: The Project Engineer, Lead has extensive expertise as a generalist or specialist. The individual is an emerging authority in large scale information system implementation. The individual work is performed without appreciable direction. Has latitude in determining technical objectives of assignment. Interfaces with systems analysts to provide problem resolutions; provides technical and administrative direction for personnel performing project development tasks, including the review of work products for correctness, adherence to the design concept, and to user standards. Coordinates with the Project Manager to ensure problem resolution and user satisfaction; makes recommendations, if needed, for approval of major system implementations.

General Experience: Number of years of experience depends on academic achievements. In general, the Project Engineer, Lead shall demonstrate at least twelve (12) years of IT experience, of which at least seven (7) years must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules. The remainder may be any combination of specialized and/or general experience. The Project Engineer, Lead has experience in developing large scale information systems in compliance with standards for open systems architectures. Specialized experience, which includes supervision of system analysts, use of structured analysis, design methodologies and design tools and techniques. Must also have experience with the logical and physical functional, operational, and technical architectures of large and complex information systems, external communications, and local and wide area networks. Experience in working with multiple teams helping to set-up work planning, technical reviews, testing inspections, and quality assurance. Seven (7) years of progressive software development experience. The individual has technical and engineering experience in systems analysis and programming of scientific or highly technical system applications on small to large scale computers (i.e., micro, mini, and mainframe). Experience in the design and programming of complex ADP systems and directing other systems analysts.

General Education: Master's degree in Computer Science, Information Systems, Engineering, or other related scientific or technical disciplines with 5 to 7 years of directly related experience. A Bachelor's degree with 7 to 9 years. With no degree, 12 to 15 years experience.

PJM-3 Project Manager, Senior

Functional Responsibilities: The Senior Project Manager directs all activities for one or more significant contracts, programs, projects, technologies, clients or functional areas. Employee provides overall management and leadership for operational units. Individual establishes marketing and customer relation policies, with both internal and external customers, to ensure overall project or functional area success. Ensures contracts are managed in a cost-effective manner. Establish work policies and practices for business unit. Select, evaluate, promote and/or terminate staff. The manager maintains responsibility for all personnel actions within span of management. Designs and established measurement standards for the functional area or contract. Manages professional and support staff. **General Experience:** The incumbent shall demonstrate at least seven (7) years of IT or academic experience, of which at least five (5) years must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules and budgets. General experience includes project design and development responsibilities. Possesses superior communication and presentation skills (oral and written). **General Education:** A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline and 7 to 9 years of related experience. A Master's degree with 5 to 7 years experience.

PJM-4 Project Manager, Lead (Group Manager)

Functional Responsibilities: The Lead Project/Group Manager consults with the Client's Procurement Officer [or Government's Contracting Officer] or the Contracting Officer's Technical Representative (COTR) directly and also consults users to minimize costs and maximize efficiency in achieving the stated requirements. The Project/Group Manager plans, organizes, and controls the overall activities of the project, i.e., project management, configuration management, technical work, quality of work, schedule, and costs associated with various Delivery Orders issued under the contract. The Project/Group Manager ensures that all activities conform to the terms and conditions of the contract and task ordering procedures. As a team or project leader, the Project/Group Manager provides technical direction for the team/project's complete systems development effort from requirements analysis, feasibility studies to post-implementation evaluation; may serve as the technical authority for a design area; may direct systems analysts, programmers and other technical personnel on assigned work; acts as a liaison between the COTR, the Contracting Officer, and the Program Manager; coordinates activities and seeks resolution of contractual and technical problems while working with the Contracting Officer and the COTR.

General Experience: The Lead Project/Group Manager must possess at least ten (10) years in progressively challenging IT experiences. , Supervision of administrative and/or scientific system software development and/or maintenance projects involving five (5) or more employees. A minimum of three (3) years of the seven (7) years should include supervising software development projects, including at least twenty (20) employees. Seven (7) years of progressive software development experience. The remainder may be any combination of specialized and/or general experience.

General Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, Business, or other related discipline and 10 to 12 years of experience. A Master's degree with 7 to 9 years experience.

ITS-1 Information Technology Specialist, Junior

Functional Responsibilities: The Junior Information Technology Specialist is an entry level position but individual must have already demonstrated an aptitude for this technological field. The individual will assist the project team in providing technical guidance and support in the efficient application of Information Engineering (IE) techniques for client Specialist. The Information Technology Specialist shall provide technical guidance and direction in applying IE techniques, in the use of automated support tools, and in the review of products. The IT Specialist shall lead discussions and introduce and initiate project phases. The IT Specialist shall give technical guidance to project leaders, shall review progress and recommend redirection of effort, and shall critique project progress on a continuing basis. **General Experience**

At least four (4) years of related experience. Two (2) years of specialized experience. The remainder may be any combination of specialized and/or general experience. A college degree can be substituted for actual experience. Specialized

Two (2) years experience in performing systems analysis and design using IE techniques is desired. This effort includes performing in all phases of IE demonstrating an expanding knowledge of and experience in using IE automated support tools.

General

Experience in information systems development which includes functional and data requirements analysis, systems analysis and design, program design, programming, the preparation of documentation, and report preparation and presentation.

ITS-2 Information Technology Specialist

Functional Responsibilities: The IT Specialist provides technical guidance and support in the efficient application of Information Engineering (IE) techniques for Client or Government Specialist. This may include support to Specialist during any project phase. The IT Specialist shall provide technical guidance and direction in applying IE techniques, in the use of automated support tools, and in the review of products. The IT Specialist shall lead discussions and introduce and initiate project phases. The IT Specialist shall give technical guidance to project leaders, shall review progress and recommend redirection of effort, and shall critique project progress on a continuing basis. **Qualifications**

Experience

At least six (6) years experience. Four (4) years of specialized experience. The remainder may be any combination of specialized and/or general experience. A college degree can be substituted for actual experience.

Specialized

Four (4) years experience in performing systems analysis and design using IE techniques for administrative systems is desired. This includes performing in all phases of IE. This also includes a knowledge of and experience in using IE automated support tools.

General

Experience in information systems development which includes functional and data requirements analysis, systems analysis and design, program design, programming, the preparation of documentation, and report preparation and presentation

ITS-3 Information Technology Specialist, Senior

Functional Responsibilities: The Senior IT Specialist provides direct technical guidance and support to client Specialist during the following phases of Information Engineering projects:

Distribution Analysis	Information System	Program Specification
	Development	Synthesis
Physical Database Design	Conversion and	Business Process Engineering
	Implementation	

Bachelor degree in Computer Science, Information Engineering, or related study with 5 to 7 years. A Master degree with 3 to 5 years. With no degree, 10 to 12 years.

SSE-1 System Engineer, Junior

Functional Responsibilities: The Junior System Engineer is an entry level position with limited use and/or application of basic principles, theories, and concepts. The individual will assist in the installation and maintenance of system software and products. Assist in analysis and problem resolution associated with the system software; assists in testing new or reconfigured equipment, develops generalized or specialized systems and customized trouble shooting utilities; and, provides guidance to the user community on the availability and proper use of a variety of applications and equipment. **General Experience:**

At least two (2) years of general IT and/or academic experience.

Specialized

One (1) year programming experience as a System/Software Engineer, or equivalent experience in operating system software.

General

Should be able to demonstrate some experience in system programming.

AS-SSE-3 System Engineer, Senior

Functional Responsibilities: The Senior System Engineer is responsible for systems programming functions dealing with the overall operating system or complex subsystems of the operating system; develops specifications for
extremely complex systems activities; works at the highest technical level on all phases of system architecture

controlling the enterprise system with considerable freedom to make decisions on the techniques to be used; prepares recommendations for system improvement for management and user consideration; acts as a consultant to the technical staff and user community; and, may guide lower level Specialist and other technical specialist on assigned work. **General Experience:**

At least five (5) years experience which includes three (3) years of specialized experience.

Specialized

Three (3) years programming experience as a System Software Engineer or equivalent experience in operating systems software

General

Experience in systems programming at progressively increasing levels of responsibility.

ENG-1 Engineer, Junior

Functional Responsibilities: A Junior Engineer is an entry level position but assumes IT experience primarily as a team member to a workgroup. The individual works closely with other technical personnel and takes direction from the project manager. The projects are normally large scale information systems and address a wide range of topics in support of a successful implementation of open system architecture.

General Experience: The Junior Engineer shall demonstrate up to six (6) years of IT experience, of which at least one (1) year must be specialized. General experience can include technical engineering, development, or related responsibilities. The remainder may be any combination of specialized and/or general experience. Must also have experience with the logical and physical functional, operational, and technical architectures of large and complex information systems, external communications, and local and wide area networks. The individual has some technical and engineering experience in systems analysis and programming of scientific or highly technical system applications on small to large scale computers (i.e., micro, mini, and mainframe).

General Education: A Bachelor's degree in Computer Science, Information Systems, Engineering, or other related scientific or technical disciplines and 0 to 2 years of experience With no degree, 6 to 8 years of directly related experiences.

ENG-3 Engineer, Senior

Functional Responsibilities: The Senior Engineer has a wide range of applicable knowledge of principles, theories, and concepts in large scale information systems and architectures. The individual works only under very general direction, independently determines and develops approaches to solutions. Results are reviewed upon completion for meeting objectives. Interfaces with systems analysts to provide problem resolutions; provides technical and administrative direction for personnel performing project development tasks, including the review of work products for correctness, adherence to the design concept, and to user standards. Coordinates with the Project Manager to ensure problem resolution and user satisfaction; makes recommendations, if needed, for approval of major system implementations. General Experience: Number of years of experience depends on academic achievements. In general the Senior Engineer shall demonstrate at least ten (10) years of IT experience, of which at least five (5) years must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules. The remainder may be any combination of specialized and/or general experience. The Senior Engineer has experience in developing large scale information systems in compliance with standards for open systems architectures. Specialized experience, which includes supervision of system analysts, use of structured analysis, design methodologies and design tools and techniques. Must also have experience with the logical and physical functional, operational, and technical architectures of large and complex information systems, external communications, and local and wide area networks. Experience in working with multiple teams helping to set-up work planning, technical reviews, testing inspections, and quality assurance. Five (5) years of progressive system/software development experience. The individual has technical and engineering experience in systems analysis and programming of scientific or highly technical system applications on small to large scale computers (i.e., micro, mini, and mainframe). Experience in the design and programming of complex ADP systems and directing other systems analysts. Possesses good communication and presentation skills (oral and written).

General Education: Master's degree in Computer Science, Information Systems, Engineering, or other related scientific or technical disciplines with 3 to 5 years of directly related experience. A Bachelor's degree with 5 to 7 years. With no degree, 10 to 12 years.

ENG-4 Engineer, Lead

Functional Responsibilities: The Lead Engineer has extensive expertise as a generalist or specialist. The individual is an emerging authority in large scale information system implementation. The individual work is performed without appreciable direction. Has latitude in determining technical objectives of assignment. Interfaces with systems analysts to provide problem resolutions; provides technical and administrative direction for personnel performing project development tasks, including the review of work products for correctness, adherence to the design concept, and to user standards. Coordinates with the Project Manager to ensure problem resolution and user satisfaction; makes recommendations, if needed, for approval of major system implementations.

General Experience: Number of years of experience depends on academic achievements. In general, the Lead Engineer, shall demonstrate at least twelve (12) years of IT experience, of which at least seven (7) years must be specialized. Specialized experience includes: leadership and management of subordinate technical personnel and management of project schedules. The remainder may be any combination of specialized and/or general experience. The Lead Engineer has experience in developing large scale information systems in compliance with standards for open systems architectures. Specialized experience, which includes supervision of system analysts, use of structured analysis, design methodologies and design tools and techniques. Must also have experience with the logical and physical functional, operational, and technical architectures of large and complex information systems, external communications, and local and wide area networks. Experience in working with multiple teams helping to set-up work planning, technical reviews, testing inspections, and quality assurance. Seven (7) years of progressive software development experience. The individual has technical and engineering experience in systems analysis and programming of scientific or highly technical system applications on small to large scale computers (i.e., micro, mini, and mainframe). Experience in the design and programming of complex ADP systems and directing other systems analysts. Possesses good communication and presentation skills (oral and written).

General Education: Master's degree in Computer Science, Information Systems, Engineering, or other related scientific or technical disciplines with 5 to 7 years of directly related experience. A Bachelor's degree with 7 to 9 years. With no degree, 12 to 15 years.

HTN-1 Hardware Technician, Junior

Functional Responsibilities: Hardware Technician, Junior supports the maintenance of specific equipment. Is capable of performing a wide variety of jobs. Must be trained as it relates to the given project assignment. Subject to deadlines and heavy workloads. Responsibilities include: Work with network, video, servers, workstations, and peripheral hardware and related software; Supports staff on test strategies, devices, and systems; Support staff to perform stress and performance tests on a variety of computer hardware.

General Experience: At least one (1) year of experience in the maintenance of maintaining network, video, servers, workstations, and peripheral hardware and related software. The individual should have demonstrated strong problem solving skills.

General Education: With no degree 1 to 2 years of experience. Bachelor's degree not required. Certificates from technical vocational center desirable.

HTN-2 Hardware Technician

Functional Responsibilities: Hardware Technician performs maintenance related to the design, development, and implementation of IT hardware products. Responsibilities include: Work with network, video, servers, workstations, and peripheral hardware and related software; Develops test strategies, devices, and systems; Performs stress and performance tests on a variety of computer hardware including circuit boards, processors and wiring. **General Experience:** At least two years of experience in the maintenance of maintaining network, video, servers, workstations, and peripheral hardware and related software is required. The individual should have demonstrated strong problem solving skills.

General Education: With no degree, 2 to 4 years of experience. Bachelor's degree not required. Certificates from technical vocational center desirable. Bachelor's degree [Computer Science and/or Engineering].

HTN-3 Hardware Technician, Senior

Functional Responsibilities: Hardware Technician performs maintenance related to the design, development, and implementation of hardware products. Responsibilities include: Work with network, video, servers, workstations, and peripheral hardware and related software; Develops test strategies, devices, and systems; Performs stress and performance tests on a variety of computer hardware including circuit boards, processors and wiring.

General Experience: At least two years of experience in the maintenance of maintaining network, video, servers, workstations, and peripheral hardware and related software is required. The individual should have demonstrated strong problem solving skills

General Education: With no degree, 3 to 4 years of experience. Bachelor's degree not required. Continuing training and awarded certificates from technical vocational center desirable. Bachelor's degree in Computer Science and/or Engineering can be substituted for actual experience..

HTN-4 Hardware Technician, Lead

Functional Responsibilities: Hardware Technician performs maintenance related to the design, development, and implementation of hardware products. Responsibilities include: Functioning as a team lead to subordinates; Takes on assignments and directs completion of those projects; Work with complex network and system components; Develops test strategies, devices, and systems; Performs stress and performance tests on a variety of computer hardware including circuit boards, processors and wiring.

General Experience: At least three years of experience in the maintenance and problem resolutions of IT equipment and components. The individual should have demonstrated strong problem solving skills **General Education:** With no degree, 5 to 6 years of experience. Bachelor's degree not required. Continuing training and awarded certificates from technical vocational center desirable. Bachelor's degree in Computer Science and/or Engineering can be substituted for actual experience.

HDS-1 Help Desk Specialist, Junior

Functional Responsibilities: The Help Desk Specialist, Junior is an entry level position. The individual will take direction from project manager or Help Desk Manager and be trained on the goals and purpose of the project's Help Desk function. The individual must show and eventually demonstrate a clear understanding of the type of help to be given, its objectives, quality standards and end results. Must be goal oriented, action-focused, and self disciplined. Ensure all information, supplies, equipment and materials are available for help to proceed. Be responsive to client calls. Have good communication skills and comfortable interacting at all levels.

General Experience: At least one (1) year relevant to practical project management experience is required. **General Education:** Relevant training in project management, tools and techniques and /or the technology of the work. Some college course work in related field is desirable.

HDS-2 Help Desk Specialist

Functional Responsibilities: Responsible for manning a "Help Desk" providing client services to the user community and project management. The individual must demonstrate a clear understanding of the type of help to be given, its objectives, quality standards and end results. Must be goal oriented, action-focused, and self disciplined. Should observe the general Help Desk operation and make suggestion that will improve the type of help the project is designed to provide. Ensure all information, supplies, equipment and materials are available for help to proceed unimpeded. Be responsive to client calls. Have good communication skills and comfortable interacting at all levels. Provide help within applicable standards, guidelines or other standard requirements. Report frequency of incidents, develop exception reporting, and document any significant delays.

General Experience: At least two (2) years relevant to practical project management experience is required. **General Education:** Relevant training in project management, tools and techniques and /or the technology of the work. With no degree, 2 to 3 years experience. Bachelor's degree [Information Technology or Business Systems] is desirable.

HDS-3 Help Desk Specialist, Senior

Functional Responsibilities: The individual has become competent in most phases of an operation. Is a source for problem solving support. Responsible for manning a "Help Desk" providing client services to the user community and project management. The individual must demonstrate a clear understanding of the type of help to be given, its objectives, quality standards and end results. Must be goal oriented, action-focused, and self disciplined. Should observe the general Help Desk operation and make suggestion that will improve the type of help the project is designed to provide. Ensure all information, supplies, equipment and materials are available for help to proceed unimpeded. Be responsive to client calls. Have good communication skills and comfortable interacting at all levels.

Provide help within applicable standards, guidelines or other standard requirements. Report frequency of incidents, develop exception reporting, and document any significant delays.

General Experience: At least three (3) years relevant to practical project management experience is required. **General Education**: Continued training in project management, tools and techniques and /or the technology of the work. With no degree, 3 to 4 years experience. Bachelor's degree [Information Technology or Business Systems] is desirable.

HDS-4 Help Desk Specialist, Lead

Functional Responsibilities: The individual has become well versed and equipped with IT based knowledge to support a wide variety of Help Desk inquires and problem resolution issues. Is a source for problem solving support. Responsible for managing a Help Desk staff and provide client services to the user community and project management. Have good communication skills and comfortable interacting at all levels. Provide help within applicable standards, guidelines or other standard requirements. Report frequency of incidents, develop exception reporting, and document any significant delays.

General Experience: At least four (4) years relevant to practical project management experience is required. **General Education**: Continued training in project management, tools and techniques and /or the technology of the work. With no degree, 4 to 5 years experience

NTE-1 Network Engineer, Junior

Functional Responsibilities: A Junior Network Engineer assists in the administration, troubleshooting, and support of LAN operating systems, servers, and its applications. Responsibilities include: Assist in applying network engineering principles to investigate, analyze, plan, design, develop, implement, and test network systems; Assist in reviews and preparations of network engineering and technical analyses, reports, change proposals, and other technical documentation; Applies network engineering experience to perform functions such as network integration, configuration management, quality assurance testing, or acquisition and resource management; Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of information systems and associated support systems

General Experience: At least six (6) years of experience in the computer science and network configurations. A college degree can be used to substitute for actual experience.

General Education: Bachelor's Degree in engineering, development, and administration of LAN operating systems, servers, and applications and 0 to 2 years of directly relevant experience. With no degree, 6 to 8 years experience.

NTE-2 Network Engineer

Functional Responsibilities: A Network Engineer performs administration, troubleshooting, and support of LAN operating systems, servers, and its applications. Responsibilities include: Applies network engineering principles to investigate, analyze, plan, design, develop, implement, and test network systems; Reviews and prepares network engineering and technical analyses, reports, change proposals, and other technical documentation; Applies network engineering experience to perform functions such as network integration, configuration management, quality assurance testing, or acquisition and resource management; Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of information systems and associated support systems.

General Experience: At least eight (8) years of experience in the computer science and network configurations. A college degree can be used to substitute for actual experience.

General Education: Bachelor's Degree in engineering, development, and administration of LAN operating systems, servers, and applications and 2 to 4 years of directly relevant experience. Master's Degree and 0 to 2 years of directly relevant experience. With no degree, 8 to 10 years experience.

NTE-4 Network Engineer, Lead

Functional Responsibilities: A Lead Network Engineer performs lead responsibility of specific network engineering projects. Directs the administration, troubleshooting, and support of LAN operating systems, servers, and its applications. Responsibilities include: Applies network engineering principles to investigate, analyze, plan, design, develop, implement, and test network systems; Reviews and prepares network engineering and technical analyses, reports, change proposals, and other technical documentation; Applies network engineering experience to perform functions such as network integration, configuration management, quality assurance testing, or acquisition and

resource management; Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of information systems and associated support systems. **General Experience:** At least fifteen (15) years of experience in the computer science and network configurations. A college degree can be used to substitute for actual experience.

General Education: Bachelor's Degree in engineering, development, and administration of LAN operating systems, servers, and applications and 7 to 9 years of directly relevant experience. Master's Degree and 5 to 7 years of directly relevant experience.

NTN-1 Network Technician, Junior

Functional Responsibilities: Responsible for the installation, modification, testing and servicing on data communications network equipment. Provides connectivity and network support to all network, services, company, and customers. Analyzes and resolves basic network problems. Performs hardware and software moves, adds, and changes. Ensures the data network and all related equipment are in working order.

General Experience: At least one (1) year of relevant experience in network administration and repair experience. **General Education**: With no degree, an Associates degree or technical certificate is necessary and one to two years expenience.

NTN-2 Network Technician

Functional Responsibilities: Responsible for the installation, modification, testing and servicing on data communications network equipment. Provides connectivity and network support to all network, services, company, and customers. Performs analysis of software, hardware, and network systems for processors, multiplexes, LAN/WAN communications and various transmission systems. Responds to assignments involving the installation, repair, and maintenance of network equipment.

General Experience: At least two (2) years of relevant experience in network administration or maintenance experience.

NTN-4 Network Technician, Lead

Functional Responsibilities: Responsible for the installation, modification, testing and servicing on data communications network equipment. Provides connectivity and network support to all network, services, company, and customers. Performs analysis of software, hardware, and network systems for processors, multiplexes, LAN/WAN communications and various transmission systems. Responds to assignments involving the installation, repair, and maintenance of network equipment. Conducts analyses and prepares reports on design and evaluation of current and future network development. General Experience: At least four (4) years of relevant experience in network administration or maintenance experience.

General Education: With no degree, an Associates degree or technical certificate is necessary and 5 to 6+ years experience. Bachelor's degree in computer science.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Cathy Boleyn, VP Business Operations (P) 703-594-8100 or cathy.boleyn@pcmg.com

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Date

Signatures

Ordering Activity Date

Contractor

BPA NUMBER_____

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

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

(4) This BPA does not obligate any funds.

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

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

OFFICE

POINT OF CONTACT

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;

(d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;

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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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

Current Manufacturers				
3M CORPORATION	Lenovo Group, Ltd.			
Adobe	Lexmark Corporation			
American Battery Company	LG Electronics			
American Power Conversion	Liebert Corporation			
Atto Technology	Messaging Architects - NetMail			
Cables To Go	Netgear, Inc.			
CHERRY	PCMG.INC			
CMS Products, Inc.	Plantronics			
Comtrol Corp	PERLE SYSTEMS			
CRU-Dataport	Research In Motion Ltd. (RIM)			
Dell Marketing	SABA SOFTWARE INC.			
DIGI International	Samsung			
EATON ELECTRICAL	SEH TECHNOLOGY INC - DIRECTRAK			
Eizo by Nanao	Sole Source Technology			
ERGOTRON, INC.	StarTech Computer Products			
Fellowes Manufacturing Corporation	Tandberg Data			
GammaTech Computer Corp.	Targus			
Getac, Inc MiTAC-SYNNEX Group	Transition Network			
GN NETCOM	Tripp Lite			
Hewlett Packard	Verbatim Corporation			
Informatics	Viewsonic Corporation			
IOGEAR	Visioneer			
KEMP Technologies, Inc.	Xerox			

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES Price List

Part Number	Price per hour	Part Number	Price per hour
BANL 01- ONSITE	\$52.31	NTE 02 - CUSTSITE	\$64.13
BANL 02- ONSITE	\$57.54	NTE 02 - ONSITE	\$67.50
BANL 03- ONSITE	\$68.01	NTE 03 - CUSTSITE	\$98.66
BANL 04- ONSITE	\$104.63	NTE 03 - ONSITE	\$103.85
ENG 01 - CUSTSITE	\$49.32	NTE 04 - CUSTSITE	\$147.98
ENG 01 - ONSITE	\$51.92	NTE 04 - ONSITE	\$155.77
ENG 02 - CUSTSITE	\$64.13	NTN 01 - CUSTSITE	\$44.39
ENG 02 - ONSITE	\$67.50	NTN 01 - ONSITE	\$46.73
ENG 03 - CUSTSITE	\$98.66	NTN 02 - CUSTSITE	\$54.26
ENG 03 - ONSITE	\$103.85	NTN 02 - ONSITE	\$57.12
ENG 04 - CUSTSITE	\$147.98	NTN 03 - CUSTSITE	\$73.99
ENG 04 - ONSITE	\$155.77	NTN 03 - ONSITE	\$77.88
HDS 01 - CUSTSITE	\$39.46	NTN 04 - CUSTSITE	\$88.79
HDS 01 - ONSITE	\$41.54	NTN 04 - ONSITE	\$93.46
HDS 02 - CUSTSITE	\$46.86	PJE 01 - CUSTSITE	\$49.32
HDS 02 - ONSITE	\$49.33	PJE 01 - ONSITE	\$51.92
HDS 03 - CUSTSITE	\$52.29	PJE 02 - CUSTSITE	\$64.13
HDS 03 - ONSITE	\$55.04	PJE 02 - ONSITE	\$67.50
HDS 04 - CUSTSITE.	\$57.71	PJE 03 - CUSTSITE	\$98.66
HDS 04 - ONSITE.	\$60.75	PJE 03 - ONSITE	\$103.85
HTN 01 - CUSTSITE	\$44.39	PJE 04 - CUSTSITE	\$147.98
HTN 01 - ONSITE	\$46.73	PJE 04 - ONSITE	\$155.77
HTN 02 - CUSTSITE	\$54.26	PJM 01 - CUSTSITE	\$105.92
HTN 02 - ONSITE	\$57.12	PJM 01 - ONSITE	\$100.63

		1	
HTN 03 - CUSTSITE	\$73.99	PJM 02 - CUSTSITE	\$127.11
HTN 03 - ONSITE	\$77.88	PJM 02 - ONSITE	\$120.76
HTN 04 - CUSTSITE	\$88.79	PMM 01 - CUSTSITE	\$135.84
HTN 04 - ONSITE	\$93.46	PMM 01 -ONSITE	\$142.99
ITAC	\$42.43	PMM 02 - CUSTSITE	\$158.88
ITAEE	\$71.42	PMM 02 - ONSITE	\$150.94
ITAST	\$43.47	PMM 03 - CUSTSITE	\$185.36
ІТС	\$120.32	PMM 03 - ONSITE	\$176.09
ITEE	\$96.26	RANL 01- ONSITE	\$52.31
ITESC	\$168.45	RANL 02- ONSITE	\$57.54
ΙΤΡΑ	\$45.54	RANL 03- ONSITE	\$68.01
ITPC	\$79.18	RANL 04- ONSITE	\$104.63
ΙΤΡΜ	\$80.73	SFTENG-01- ONSITE	\$52.31
ITS 01 - CUSTSITE	\$44.39	SFTENG-02- ONSITE	\$68.01
ITS 01 - ONSITE	\$46.73	SFTENG-03- ONSITE	\$104.63
ITS 02 - CUSTSITE	\$54.26	SFTENG-04- ONSITE	\$156.94
ITS 02 - ONSITE	\$57.12	SME 01 - CUSTSITE	\$118.75
ITS 03 - CUSTSITE	\$73.99	SME 01 - ONSITE	\$125.00
ITS 03 - ONSITE	\$77.88	SME 02 - CUSTSITE	\$156.75
ITS 04 - CUSTSITE	\$88.79	SME 02 - ONSITE	\$165.00
ITS 04 - ONSITE	\$93.46	SME 03 - CUSTSITE	\$190.01
ITSC	\$154.32	SME 03 - ONSITE	\$200.00
ITSEE	\$144.38	SSE 01 - CUSTSITE	\$49.32
ITSRPM	\$142.83	SSE 01 - ONSITE	\$51.92
ITSST	\$62.10	SSE 02 - CUSTSITE	\$64.13
ITSTL	\$54.34	SSE 02 - ONSITE	\$67.50
ITTCC-1	\$115.09	SSE 03 - CUSTSITE	\$98.66
ITTDC	\$168.45	SSE 03 - ONSITE	\$103.85
L			

ITTEC-1	\$76.38	SSE 04 - CUSTSITE	\$147.98
ITTEC-2	\$95.21	SSE 04 - ONSITE	\$155.77
ITTEMC	\$54.41	SYSADM 01- ONSITE	\$52.31
ITTESC-3	\$110.90	SYSADM 02- ONSITE	\$68.01
ITTID	\$93.12	SYSADM 03- ONSITE	\$104.63
ІТТРС	\$134.97	SYSADM 04- ONSITE	\$156.94
ΙΤΤΡΜ	\$120.32	TSP 01- ONSITE	\$47.08
ITTSC-2	\$110.90	TSP 02- ONSITE	\$57.54
ITTSCC	\$129.74	TSP 03- ONSITE	\$78.47
NTE 01 - CUSTSITE	\$49.32	TSP 04- ONSITE	\$94.16
NTE 01 - ONSITE	\$51.92		

LIEBERTTM NFORM SOFTWARE LICENSE AGREEMENT

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD, INSTALL, OR USE THE SOFTWARE. BY DOWNLOADING, INSTALLING, OR YOU AGREE TO BE BOUND BY THESE TERMS AND USING THE SOFTWARE. CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS. DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE. IN SUCH A CIRCUMSTANCE, THE SOFTWARE MAY BE RETURNED WITHIN THIRTY (30) DAYS OF YOUR RECEIPT FOR A FULL SOFTWARE REFUND. YOU REPRESENT THAT YOU (I) ARE NOT LOCATED IN, UNDER THE CONTROL OF, OR A NATIONAL RESIDENT OF ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS, (II) ARE NOT ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS, (III) ARE NOT ON THE U.S. COMMERCE DEPARTMENT'S LIST OF DENIED PERSONS, OR (IV) ARE NOT OTHERWISE PROHIBITED BY U.S. LAW FROM RECEIVING OR USING THE SOFTWARE (COLLECTIVELY "EXPORT RESTRICTIONS"). IF YOU DO NOT HAVE AUTHORITY TO ACCEPT THIS AGREEMENT FOR YOUR ORGANIZATION, IT IS YOUR OBLIGATION TO ENSURE THAT AN AUTHORIZED INDIVIDUAL MAKES THE DETERMINATION THAT YOUR ORGANIZATION IS NOT SUBJECT TO THE ABOVE EXPORT RESTRICTIONS PRIOR TO DOWNLOADING, INSTALLING, OR USING THE SOFTWARE.

This Nform Software License Agreement ("Agreement") is a legal agreement between you and Liebert Corporation, an Ohio, United States of America, corporation, ("Liebert"). Liebert's Nform software, including enhancements, upgrades, and any future releases, if provided, is made available exclusively for use with Liebert products and/or non-Liebert products provided that you obtain the appropriate product template from Liebert for non-Liebert products (individually and collectively, "Products"). The foregoing, including any accompanying program(s), documentation, images, animation, and text incorporated therein, (collectively "Software"), is provided solely for commercial and industrial use under the license terms specified herein.

GRANT OF RIGHTS: Provided that you comply with all of the terms of this Agreement, Liebert grants a non-exclusive, non-transferable license to you to install and use the Software solely for use with Products as provided for herein. You represent and warrant that you will not use the Software in violation of applicable laws and regulations or where such use detrimentally affects Liebert's rights in the Software or subjects Liebert to liability. You assume responsibility for the selection of the Software to achieve your intended results, and for the installation, use, and the results obtained from the Software. Provided that you have paid the applicable license fees, you may use the Software at any time shall constitute a material breach of this Agreement and shall terminate this license as provided for below. By use of the Software, you agree that Liebert may, at its option, perform an audit of your usage of the Software to determine the number of servers and Products that are using the Software.

TERMINATION OF LICENSE: Your license is automatically terminated if you: (1) use the Software with anything other than Products, (2) attempt to copy or reconstruct any part of the object code, source code, or algorithms, (3) attempt to decompile, disassemble or reverse engineer the Software, in whole or in part, or otherwise attempt to derive the source code of the Software, (4) provide, disclose, sell, rent, lease, license, sublicense, or otherwise transfer or assign the Software to any third party, (5) use the Software in excess of the licensed coverage purchased, (6) write or develop any derivative software or any other software program based upon the Software, (7) modify or alter the Software, or (8) fail to comply with any other license terms. You may elect to terminate this license at any time by destroying the Software together with all copies and any portions thereof in any form.

LIMITED WARRANTY: Liebert represents that it has the right and authority to grant the license herein. Liebert warrants solely to you for a period of thirty (30) days from the date of Liebert shipment or distribution that the distribution media (if supplied) on which the Software is furnished under normal use

will be free from defects in material and workmanship and the Software will substantially conform to Liebert published documentation. EXCEPT FOR THE ABOVE EXPRESS WARRANTIES, THIS SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE. LIEBERT DOES NOT WARRANT THAT THE SOFTWARE FUNCTIONS WILL MEET YOUR REQUIREMENTS OR THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE.

LIMITATION OF REMEDIES: Liebert's entire liability and your exclusive remedy arising from use or inability to use the Software is:(1) The replacement of any distribution media not meeting Liebert's warranty, or (2) If Liebert is unable to provide you a replacement that conforms to Liebert's warranty, to refund the purchase price. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

LIMITATION OF DAMAGES: IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE), SHALL LIEBERT'S LIABILITY TO YOU EXCEED THE PRICE PAID BY YOU FOR THE SOFTWARE. YOU AGREE THAT LIEBERT'S LIABILITY TO YOU SHALL NOT EXTEND TO INCLUDE SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF LIEBERT IS ADVISED OF THE POSSIBILITY OF THESE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. You acknowledge that this Agreement reflects this allocation of risk.

COPYRIGHT: This Software is the proprietary property of Liebert and/or its suppliers and is protected by United States copyright laws, other applicable copyright laws, and international treaty provisions. Title and ownership of all copyrights to the Software remain in Liebert or third parties. Accordingly, your rights to use, copy and modify the Software are strictly limited to the specific rights provided in this Agreement or as may otherwise be required by applicable copyright law.

U.S. GOVERNMENT RESTRICTED RIGHTS: This Software is developed at private expense and is provided with "Restricted Rights." Use, duplication, or disclosure by the United States Government is subject to restrictions set forth in the Federal Acquisition Regulations and its Supplements.

ASSIGNMENT: You may not sublicense, assign, or otherwise transfer this license of the Software without the prior written consent of Liebert. Any such transfer of rights, duties, or obligations is void and terminates this Agreement.

EXPORT RESTRICTIONS: You may not export the Software in violation of applicable export laws and regulations of the applicable countries. You agree to comply with all laws, regulations, decrees and orders of the United States of America that restrict the exportation (or re-exportation) of the Software to other countries, including, without limitation, the U.S. Export Administration Regulations.

UPDATE POLICY: Liebert may create, from time to time, updated versions of the Software. Liebert reserves the right to make changes to or improvements in any aspect of the Software at any time without prior notice to you and without an obligation to supply such changed and/or improved Software to you.

NUCLEAR/MEDICAL: THE SOFTWARE IS NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT, AND RELATED APPLICATIONS. You agree to defend, indemnify, and hold harmless Liebert from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Liebert's liability is based on negligence or strict liability.

JAVA SUPPORT: The Software may contain support for programs written in Java. Java Technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of java technology could lead directly to death, personal injury, or severe physical or environmental damage.

COMPLETE AGREEMENT/GOVERNING LAW/VENUE: This Software license agreement comprises the final and complete agreement between the parties. No person is authorized to change or modify this Agreement except an executive officer of Liebert Corporation and then only in writing. The laws of the United States and the State of Ohio shall apply to this Agreement and its interpretation without reference to choice or conflict of laws principles. Liebert and you hereby irrevocably submit to the personal and subject matter jurisdiction of any State of Ohio or federal court sitting in Columbus, Ohio, in any action or proceeding arising from or relating to this Agreement. If any provision of this Agreement is held to be void, invalid, unenforceable, or illegal, the other provisions shall continue in full force and effect